

**AGREEMENT BETWEEN THE CITY OF COOPER  
CITY AND A SUPERIOR TOWING COMPANY**

THIS IS AN AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**A SUPERIOR TOWING COMPANY**, a **towing services company**, authorized to do business in the State of Florida, with a business address of **2385 SW 66th Terrace, Davie FL 33317** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, February 2, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **towing services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-1-FIN**  
**"TOWING SERVICES"**

1.2 On **Thursday, March 23, 2023**, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for **towing services**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**RFP 2023-1-FIN**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of

any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 The contract shall be for an initial period of five (5) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for one five (5) year period under the same terms and conditions, if mutually agreed upon by both parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR agrees that compensation for services performed pursuant to this Agreement shall be paid in accordance with this Article.

4.2 CONTRACTOR acknowledges that if the requirements of §713.78, Florida Statutes, are satisfied, CONTRACTOR shall have a lien on a vehicle or vessel towed in accordance with this Agreement for a reasonable towing fee, storage costs, and for CITY's Administrative Charge (as defined in Section 4.2.2 below).

4.2.1 "Maximum Towing Rate(s)" as used herein refers to the maximum non consent towing rates and storage fees established by Broward County, Florida, as may be amended from time to time and particularly described in Exhibit "A", attached hereto and made a specific part hereof.

4.2.2 "Administrative Fee" as used herein refers to the financial charge imposed by CONTRACTOR on the registered owner or other legally authorized person responsible for a towed vehicle or vessel towed pursuant to this Agreement, as may be amended from time to time. The CITY's Administrative Fee shall equal twenty-five percent (25%) of the Maximum Towing Rate for each tow performed by CONTRACTOR for non-CITY vehicles in accordance with the Florida Statutory requirement, as may be amended from time to time.

4.2.3 The CONTRACTOR shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement a reasonable towing and storage fee, and for the CITY's Administrative Fee, as defined in Section 4.2 herein above, in accordance with the Maximum Towing Rates, and Florida Statutes, as may be applicable.

## **ARTICLE 5**

### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## ARTICLE 7 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance**

and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.

The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

#### 7.1.1 REQUIRED INSURANCE

7.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- |                           |            |                                   |
|---------------------------|------------|-----------------------------------|
| 1. Workers' Compensation: | Coverage A | Statutory                         |
| 2. Employers Liability:   | Coverage B | \$500,000 Each Accident           |
|                           |            | \$500,000 Disease – Policy Limit  |
|                           |            | \$500,000 Disease – Each Employee |

7.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.1.5 Sexual Abuse may not be excluded from any policy.

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8** **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 9**  
**VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCity.gov](mailto:PRR@CooperCity.gov)**

**ARTICLE 11**  
**FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT**

**ARTICLE 12**  
**SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **ARTICLE 13** **E-VERIFY**

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **ARTICLE 14** **MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.



14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY

City Manager  
City of Cooper City  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300

Copy To:

Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Contractor

**President**  
**Sean Loscalzo**  
**A SUPERIOR TOWING COMPANY**  
**2385 SW 66<sup>th</sup> Terrace**  
**Davie, FL 33317**  
**E-mail: sean@asuperiortowing.com**  
**Telephone No: 954-626-6600**

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

By: \_\_\_\_\_  
CITY MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

**A SUPERIOR TOWING COMPANY**

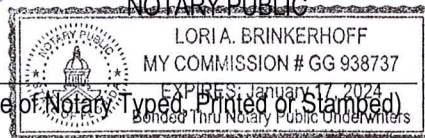
By: Sean Loscalzo  
Name: Sean Loscalzo  
Title: President

STATE OF FL  
COUNTY OF Broward

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Sean Loscalzo as President of **A SUPERIOR TOWING COMPANY**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **A SUPERIOR TOWING COMPANY** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this 17 day of April, 2023.

Lori A. Brinkerhoff  
NOTARY PUBLIC



(Name of Notary Typed, Printed or Stamped)



CITY OF COOPER CITY, FLORIDA

# Request for Proposal

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## **TOWING SERVICES RFP 2023-1-FIN**

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For information, contact the Purchasing Division:

The Purchasing Division  
954-434-4300 Ext. # 268  
[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

Release Date: Thursday, February 2, 2023  
Due Date: Thursday, March 9, 2023

**CITY OF COOPER CITY  
NOTICE TO BIDDERS/PROPOSERS**

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida, will be accepting sealed bids until 3:00 PM (EST) on Thursday, March 9, 2023, from qualified contractors capable of providing towing services. Bidders/Proposers shall comply with all rules and regulations for these services and follow the terms, conditions, and specifications contained in this solicitation. The Awarded vendor shall provide all labor, materials, insurance, and incidentals for the project to the City of Cooper City.

**TOWING SERVICES  
RFP 2023-1-FIN**

The detailed Request for Proposal (RFP) shall be obtained online at [www.DemandStar.com](http://www.DemandStar.com).

**Proposals must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50th Place, Cooper City, Florida 33328 no later than 3:00PM (EST), Thursday, March 9, 2023.** The outside of the envelope or box must be clearly marked "**RFP 2023-1-FIN, TOWING SERVICES**" and shall contain one (1) identified, unbound original, two (2) copies, and one (1) electronic copy (flash drive) of your bid/proposal.

For questions and/or requests for information about this solicitation, please contact [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum. All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid/Proposal Schedule. No part of your bid/proposal can be submitted via fax or e-mail.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Request for Proposal between a potential vendor, service provider, bidder, lobbyist, or consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager, Staff, and any member of the City's selection or evaluation committee. The Cone of Silence excludes the City's Purchasing Division or the City employee designated as responsible for administering the procurement process for this solicitation. For further information about the Cone of Silence, please contact the City's Purchasing Division.

CITY OF COOPER CITY  
City Clerk's Office

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Please publish one (1) time on:

Thursday, February 2, 2023

Please send invoice and proof of publication to:

Tedra Allen, CMC City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, FL 33328  
[TAllen@CooperCity.gov](mailto:TAllen@CooperCity.gov)

## SECTION I – INTRODUCTION AND INFORMATION

*This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.*

### 1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for towing services for various City departments and the City's Public Service Provider when requested, on an as-needed basis, as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

### 1.2 DUE DATE & SUBMITTALS

**1.2.1 All bids are due no later than 3:00 PM (EST), thursday, march 9, 2023,** to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

**1.2.2** Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

**1.2.3** The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

**1.2.4** Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

### 1.3 PRE-PROPOSAL MEETING – **NONE**

### 1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

### 1.5 CONTRACT TERM

**1.5.1** The contract shall be for an initial period of five (5) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for one five (5) year period under the same terms and conditions, if mutually agreed upon by both parties.

**1.5.2** Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Proposer's past performance, record of complaints, and compliance with the contract terms.

**1.5.3** The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

### 1.6 SUPPLY/DELIVERY LOCATION

All work performed under this agreement will be located in the City of Cooper City.

### 1.7 PRICE

See Section 4.26, Administrative Fee

Bidder/Proposer warrants, by virtue of bidding, that the bid and prices quoted in the solicitation will be firm for acceptance by the City for a period of one-hundred and twenty (120) days from the bid due date unless otherwise stated herein. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

## **1.8 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED**

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidder that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Manager of Purchasing Services.

## **1.9 METHOD OF AWARD**

**1.9.1** The contract will be awarded based on Section VI. Tie Bids will be decided as described in the General Conditions.

**1.9.2** Bidder must provide total cost proposal listed on Bid Form to qualify for award of the contract.

**1.9.3** The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

**1.9.4** Bid prices should be submitted with the understanding that the City is authorized to pay service charges, which may be imposed due to the late payment of an invoice in accordance to Florida Statute 218.74(4), which has become delinquent.

**1.9.5** The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

**1.9.6** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

**1.9.7** While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

**1.9.8** The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

#### **1.10 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

#### **1.11 WRITTEN CONTRACT**

The awarded Bidder/Successful Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

**[END OF SECTION]**



**SECTION II – SOLICITATION SCHEDULE**

<b>Item</b>	<b>Date</b>
Request for Proposal Issued and Advertised	Thursday, February 2, 2023
Last Date for Receipt of Questions of a Material Nature	Thursday, March 2, 2023
<b>PROPOSAL DUE (Prior to 3:00PM EST)</b>	Thursday, March 9, 2023
Review of Proposals & Selection of Candidates for Presentations	TBD
Presentations & Final Ranking	TBD
Recommendation of Award/Agenda Item Request	TBD
Anticipated Award of Contract by City Commission	TBD

[END OF SECTION]

## SECTION III - GENERAL CONDITIONS

*These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.*

### 3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

### 3.1 BID/PROPOSAL TABULATIONS

Proposers desiring a copy of the Bid/Proposal tabulation may obtain one online at [www.DemandStar.com](http://www.DemandStar.com).

### 3.2 NO BID/PROPOSAL

If not submitting a Bid/Proposal, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the Bid/Proposal mailing list. NOTE: In order to qualify as a respondent, a Bid/Proposer shall submit a "no bid" and same shall be received no later than the stated Bid/Proposal opening date and hour.

### 3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid/Proposal number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to [AccountsPayable@CooperCity.gov](mailto:AccountsPayable@CooperCity.gov).

### 3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

### 3.5 EQUIVALENTS

If Proposer offers makes of equipment or brands of supplies other than those specified in the Request for Proposal, he/she shall so indicate on his/her Bid/Proposal. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposers shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Proposer shall indicate on the Bid/Proposal Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID/PROPOSAL. NO BID/PROPOSALS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the Bid/Proposal shall be considered as a Bid/Proposal in complete compliance with the specifications as listed on the attached form.

### 3.6 MISTAKES

Proposers are expected to examine the specifications, delivery schedules, Bid/Proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder/proposer risk. In the case of a discrepancy in computing the total amount of the Bid/Proposal, the UNIT PRICE quoted shall govern.

### **3.7 CONDITIONS AND PACKAGING**

It is understood and agreed that any item offered or shipped as a result of this Bid/Proposal shall be latest and most current production model at the time of this Bid/Proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid/Proposal shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

### **3.9 ESTIMATED QUANTITIES**

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

### **3.10 CANCELLATION**

In the event that any of the provisions of this Bid/Proposal are violated by the Awarded Vendor, the Purchasing Division shall give written notice to the Awarded Vendor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

### **3.11 PROTESTS, APPEALS AND DISPUTES**

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with this solicitation or the award of the resulting contract may protest to the City's Procurement Division. Protests shall be submitted in writing to the Purchasing Division no later than five (5) business days after such aggrieved person knows or should have known of the facts giving rise thereto. The decision of the Purchasing Agent shall be final unless within three (3) business days from the receipt of the decision, the protestant files a written appeal with the City Manager. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid/Proposal or award challenge shall be assumed by the challenger. The decision of the City Manager shall be final and conclusive. The City Manager's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

### **3.12 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Proposer is awarded a contract under this Bid/Proposal solicitation, the prices quoted by the Proposer on the Bid/Proposal Form shall remain fixed and firm during the term of the contract; provided however, that the Proposer may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.8 for details).

### **3.13 COMPLETE PROJECT REQUIRED**

The Successful Proposer shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the or from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

### **3.14 PRICES QUOTED**

Proposer shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid/Proposal, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of Bid/Proposal(s).

### **3.15 UNDERWRITERS' LABORATORIES (the "UL")**

Unless otherwise stipulated in the Bid/Proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

### **3.16 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in Bid/Proposal and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Proposer. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

### **3.17 LEGAL REQUIREMENTS**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

### **3.18 PATENTS AND ROYALTIES**

The Proposer, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any alleged or actual infringement of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid/Proposal prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **3.19 OSHA**

The Proposer warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

### **3.20 ANTI-DISCRIMINATION**

The Proposer certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **3.21 DEFAULT**

In the event of default on a contract, the Successful Proposer shall pay all attorneys' fees and court costs incurred by City defending any suit or action arising from this solicitation or the resulting agreement, including any costs incurred to collect any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid/Proposal.

### **3.22 SUBSTITUTIONS**

The City SHALL NOT accept substitute shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their Bid/Proposal once awarded. Any substitute shipments shall be returned at the Bidder/proposer expense.

### **3.23 PROPOSER'S FACILITIES**

The City reserves the right to conduct site visits to Proposer's business location(s) at any time with prior notice and/or may request that Proposer participate in live presentations. The selection of a Successful Proposer may be based wholly or in part upon the results of site visits or live presentations.

### **3.24 DISCLAIMER**

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

### **3.25 EVIDENCE**

The submission of a Bid/Proposal shall be prima facie evidence that the Proposer is familiar with and agrees to comply with the contents of this Bid/Proposal.

### **3.26 DEMONSTRATION OF COMPETENCY**

**3.26.1** Pre-award inspection of the Bidder/proposer facility may be made prior to the award of contract. Bid/Proposals shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid/Proposal. Proposers shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the 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 City.

**3.26.2** The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Proposer as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

**3.26.3** The City may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder/proposer Bid may render the Bid/Proposal non-responsive.

**3.26.4** The City may, during the term of the Contract between the City and the Successful Proposer is in force, review the Successful Proposer's record of performance to insure that the Proposer is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Successful Proposer's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Successful Proposer no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

### **3.27 ASSIGNMENT**

The Successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract to any person, company or corporation without prior written consent of the City.

### **3.28 INDEMNIFICATION**

The Successful Proposer shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or § 768.28, Florida Statutes, as may be amended from time to time.

### **3.29 NON-EXCLUSIVE**

The City retains the right to procure services from other providers.

### **3.30 SUNSHINE LAW**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid/Proposal, Proposer acknowledges that the materials submitted with the Bid/Proposal and the results of the City evaluation are open to public inspection upon proper request. The Successful Proposer should take special note of this as it relates to proprietary information that might be included in its Bid/Proposal.

### **3.31 FORCE MAJEURE**

The performance of any act by the City or the Successful Proposer hereunder may be delayed or suspended at any time where 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. 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 Successful Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid/Proposal.

### **3.32 COLLUSION**

By offering a submission pursuant to this Request for Proposal, the Proposer certifies the Proposer has not divulged, discussed, or compared his/her Bid/Proposal with other Proposers and has not colluded with any other Proposer or parties to this Bid/Proposal whatsoever. The Proposer certifies, and in the case of a joint Bid/Proposal, each party thereto certifies, as to his/her own organization, that in connection with this Bid/Proposal:

**3.32.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor.

**3.32.2** Any prices and/or cost data quoted for this Bid/Proposal have not knowingly been disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the scheduled opening, directly or indirectly to any other Proposer or to any competitor.

**3.32.3** No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Bid/Proposal for the purpose of restricting competition.

**3.32.4** The only person or persons interested in this Bid/Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid/Proposal or in the contract to be entered into.

**3.32.5** No person or agency has been employed or retained to solicit or secure the award of the Bid/Proposal upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Proposer.

### **3.33 CONE OF SILENCE**

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal/Invitation to Bid/Proposal between:
- i. a potential vendor, service provider, Proposer, lobbyist, or consultant, and;
  - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his/her staff, any member of the City's selection or evaluation committee.
- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his/her designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
  - ii. Oral presentations before selection or evaluation committees;
  - iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
  - iv. Communications regarding a particular solicitation between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- D. Penalties: Violation of this section by a particular Proposer shall render any award to said Proposer potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City's Purchasing Division or the City employee designated responsible for administering the procurement process for this solicitation for any questions concerning "Cone of Silence" compliance.

### **3.34 ELIGIBILITY**

All agents, employees and subcontractors of the Proposer retained to perform services pursuant to this Bid/Proposal shall comply with all laws of the United States concerning work eligibility.

### **3.35 TIE BID/PROPOSALS/PREFERENCE**

Whenever two or more Bids/Proposals which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, the contract shall be awarded based on the following criteria to be considered in the following order of priority:

- a. A local bidder/proposer with a primary business location within the City of Cooper City.
- b. A bidder/proposer with a primary business location within Broward, Miami-Dade or Palm Beach Counties.
- c. A bidder/proposer with a primary business location within the State of Florida.

The City may split the award of a contract when it is to the city's advantage. Where the above mentioned selection criteria is not in effect, and all other potential remedies have been exhausted, the tie Bid/Proposal may be resolved by lotter. Such lottery shall be conducted by the city manager or designee, and shall be open to the public.

### **3.36 SPOT MARKET PRICING - N/A**

### **3.37 PROPERTY**

Property owned by the City is the responsibility of the City. Such property furnished to the Successful Proposer for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Proposer shall be the responsibility of the Successful Proposer. Damages occurring to such property while in route to the City shall be the responsibility of the Successful Proposer. In the event that such property is destroyed or declared a total loss, the Successful Proposer shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

### **3.38 TERMINATION FOR DEFAULT**

If Successful Proposer defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Successful Proposer shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Proposer was not in default or (2) the Successful Proposer's failure to perform is without his/her or his/her subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

### **3.39 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Successful Proposer will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### **3.40 TERMINATION FOR LACK OF FUNDING**

The resulting agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of Cooper City in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.

### **3.41 CONFIDENTIALITY**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

### **3.42 GOVERNING LAW AND VENUE**



The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

### **3.43 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid/Proposal or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and the Successful Proposer, or to create any other similar relationship between the parties.

### **3.44 AUDITS**

The City shall have access to all books, records, and documents of the Successful Proposer which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Successful Proposer or at some location mutually agreed upon by the City and the Successful Proposer.

### **3.45 PUBLIC RECORDS:**

- a. The Successful Proposer agrees to keep and maintain public records in Successful Proposer's possession or control in connection with Successful Proposer's performance under this Agreement. Successful Proposer additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Successful Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- b. Upon request from the City custodian of public records, Successful Proposer shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Awarded Vendor shall be delivered by the Successful Proposer to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Successful Proposer shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Successful Proposer shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to Successful Proposer shall be withheld until all records are received as provided herein.
- f. Successful Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- g. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK  
CITY OF COOPER CITY  
9090 SW 50 PLACE

COOPER CITY, FL 33328  
954-434-4300 x #291  
[PRR@COOPERCITY.GOV](mailto:PRR@COOPERCITY.GOV)

### **3.46 SCRUTINIZED COMPANIES**

Successful Proposer certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Successful Proposer agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement for cause if the Successful Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Proposer, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **3.47 E-VERIFY**

- a. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, the Successful Proposer ("Contractor"), shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- b. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- c. All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- d. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **3.48 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES**

It is hereby made part of this solicitation that the submission of any Bid/Proposal response to this advertised request constitutes a Bid/Proposal made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder/proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services

ordered, received, and accepted. No agency receives any liability by virtue of this Bid/Proposal and subsequent contract award

[END OF SECTION]

## SECTION IV - SPECIAL CONDITIONS

### 4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

### 4.2 TIME OF COMPLETION

See Section 5.9, Response Time/Penalties for Delays

By virtue of the submission of a Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Awarded Vendor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

### 4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the Successful Proposer shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Successful Proposer shall be liable for any damages or loss to the City occasioned by negligence of the Successful Proposer or any person the Successful Proposer has designated in the completion of the contract as a result of his or her Bid/Proposal.

The Successful Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Successful Proposer, or its employees, agents, servants, partners principals or subcontractor. The Successful Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Successful Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

Successful Proposer shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Successful Proposer allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the

State of Florida. The insurance company shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the City with notice of cancellation or the Successful Proposer shall obtain written agreement from its Agent to provide the City with 45-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Successful Proposer shall furnish, at least forty-five (45) 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 and extension thereunder is in effect. The Successful Proposer shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Successful Proposer shall be liable to City for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non- contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor’s Workers’ Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

#### **4.3.1 REQUIRED INSURANCE**

**The City of Cooper City must be shown as an additional insured on all policies with the exception of Workers’ Compensation.** The City, its officials, employees, and volunteers are to be covered as an additional insured– with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

The City shall be granted a Waiver of Subrogation on the Contractor’s Workers’ Compensation and General Liability insurance policy, and affirmed on the Certificate of Insurance. The Contractor waives, and the Contractor shall ensure that the Contractor’s insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

**4.3.1.1 Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**4.3.1.2 Worker's Compensation and Employers Liability Insurance** covering all employees, and/or volunteers of the Successful Proposer engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Successful Proposer shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Successful Proposer.

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent. The Contractor must be in compliance with all applicable State and federal workers' compensation laws.

Coverage for the Successful Proposer and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

**4.3.1.3 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

#### **4.3.2 REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the City
3. 45-Day Notice of Cancellation or Non-Renewal to the City
4. Successful Proposer's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the City
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

Successful Proposer shall name the City, as an additional insured on each of the General Liability policies required herein and shall hold the City, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the Successful Proposer pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided

herein, including naming the City as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the Successful Proposer and provided proof of such coverage is provided to City. The Successful Proposer and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

**4.3.3 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)** - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$2,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder/proposer own policies. Sexual Abuse may not be excluded from any policy.

**4.3.4 BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS SOLICITATION** - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

#### **4.4 PERMITS, FEES AND NOTICES**

**4.4.1** The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Awarded Vendor shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Awarded Vendor shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

**4.4.2** The Awarded Vendor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The City shall not be responsible for monitoring the Awarded Vendor's compliance with any laws or regulations.

**4.4.3** The Awarded Vendor shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

#### **4.5 BONDS**

##### **4.5.1 PERFORMANCE AND PAYMENT BOND/LETTER OF CREDIT/CASH DEPOSIT**

The successful Proposer shall, within ten (10) working days after notification of award, furnish to the City a Performance Bond or Unconditional Irrevocable Letter of Credit payable to the City of Cooper City, Florida, in an AMOUNT OF \$10,000.00. Said bond is surety for faithful performance under the terms and conditions of the contract.

Bond shall be issued on an annual coverage basis and shall be renewed for each succeeding year. Renewals shall be submitted to the City (30) days prior to the termination date of the existing Performance Bond. The Performance Bond

must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Cooper City, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**Alternatively**, the Towing Company shall furnish to the City, upon award, a **Cash Performance Deposit equal to ten thousand dollars (\$10,000)**, which will be held by the City in a non-interest bearing escrow account, during the term of this agreement, to insure that the Towing Company 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 Towing Company is ten (10) days late in providing its required payment(s).** Additionally, the Cash Performance Deposit will insure that the Towing Company provides prompt response to Public Safety Provider's requests to tow vehicles and provide the services herein agreed to.

In the event that said Towing Company fails to answer a call within the contracted amount of time, see **Section 5.9, RESPONSE TIME/PENALTIES FOR DELAYS**. The Towing Company shall replenish such deposit each time a portion of it is forfeited. The Towing Company shall further agree to reimburse the City within thirty (30) days for any fees or expenses incurred because of the Towing Company's failure(s). At the end of the term of this agreement, if the City is holding any portion of the Towing Company's performance bond/cash deposit, said amount will be returned to the Towing Company within thirty (30) days after expiration of this agreement.

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the Bid/Proposal); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the Awarded Vendor.

If required herein, the Awarded Vendor shall within fifteen (15) days of the award execute and furnish Payment and Performance Bonds in an amount equal to the proposal costs and in accordance with the requirements of §255.05, Florida Statutes and Cooper City Code of Ordinances §2-259, as currently enacted and as amended from time to time. The bonds must be executed by a surety company of recognized standing, authorized to do business in the State of Florida.

#### **4.5.2 BID/PROPOSAL BOND - NOT REQUIRED FOR THIS SOLICITATION**

Bids/Proposals **MUST** be accompanied by a Bid/Proposal security made payable to the City in an amount equal to five percent (5%) of the Bidder's or Proposer's maximum Bid/Proposal price and in the form of a certified check, bank money order, or a Bid/Proposal Bond (Attached) issued by an authorized surety.

The Bid/Proposal security of the Successful Proposer will be retained until such Proposer has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid/Proposal Security will be returned. If the Awarded Vendor fails to execute and deliver the Contract Documents and furnish the required security within ten (10) days of the issuance of the Notice of Award, the City may consider Proposer to be in default, annul the Notice of Award, and the Bid/Proposal security of that Proposer shall be forfeited. Such forfeiture shall be City's exclusive remedy if Proposer defaults. The Bid/Proposal security of Proposers whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier

of seven days after the Effective date of the Agreement or 61 days after the Bid/Proposal opening, whereupon the Bid/Proposal security furnished by such Proposers will be returned.

The Bid/Proposal security of Proposers whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

#### **4.6 VARIANCES**

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining Bid/Proposal responsiveness and in allocating Bid/Proposal evaluation points.

#### **4.7 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the prior written approval of the City.

#### **4.9 SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

#### **4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

#### **4.11 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

#### **4.12 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 45 days of the invoice date, after satisfactory inspection by the using department. PROPOSERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [AccountsPayable@CooperCity.gov](mailto:AccountsPayable@CooperCity.gov), or sent via US Mail to City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328. All invoices must reference the applicable task order and/or Bid/Proposal number. All invoices must reference the applicable task order and/or Bid/Proposal/Proposal number.

When task orders are issued, the City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the



date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapters 218, Florida Statutes.

#### **4.12.1 BILLING**

For City vehicles, at the conclusion of each month, Contractor shall provide City with a list of all tows of City-owned vehicles. For non-city vehicles, Contractor shall number and itemize all bills. Bills must be easily cross-referenced back to the City or Public Safety Provider's reporting system. Copies of all bills shall be submitted to the City or Public Safety Provider, upon request.

#### **4.12.2 OWNER'S RESPONSIBILITY FOR PAYMENT**

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

Contractor shall accept payment from the vehicle owner or authorized representative for charges in any of at least four (4) of the following forms:

- a. Cash,
- b. Money order,
- c. Valid traveler's check
- d. Valid bank credit or debit card
- e. Valid personal check showing on its face the name and address of the vehicle owner or authorized representative.

#### **4.13 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

#### **4.14 REQUESTS FOR MODIFICATION**

The City reserves the right to request that the Proposer modify his/her Bid/Proposal to more fully meet the needs of the City.

#### **4.15 BID/PROPOSAL ACKNOWLEDGMENT**

By submitting a Bid/Proposal, the proposer certifies that they has fully read and understands the Bid/Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

#### **4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The proposer shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

#### **4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS/PROPOSALS**

The City reserves the right to negotiate modifications to Bid/Proposals that it deems acceptable, reject any and all Bid/Proposals, and to waive minor irregularities in the Bid/Proposals.

#### **4.18 ALTERNATE BIDS/PROPOSAL**

An alternate Bid/Proposal is viewed by the City as a Bid/Proposal describing an approach to accomplishing the requirements of the solicitation which differs from the approach set forth in the solicitation.

An alternate Bid/Proposal may also be a second Bid/Proposal submitted by the same proposer which differs in some degree from its basic or prime Bid/Proposal.

Alternate Bid/Proposals may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids/proposal submitted.

#### **4.19 ADDENDUM OR AMENDMENT TO SOLICITATION**

If it becomes necessary to revise or amend any part of this solicitation, the City's Purchasing Division shall furnish the revision by written addendum and will post all addenda on the City's website.

#### **4.20 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposal and the responses are in the public domain. However, the proposers are required to *identify specifically* any information contained in their Bid/Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All Bid/Proposals received from proposers in response to this solicitation will become the property of the City and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

#### **4.21 RECORDS RETENTION**

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

#### **4.22 CONTRACT DOCUMENT**

The entire contents of this Request for Proposal along with the Bidder's or Proposer's Bid/Proposal and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

#### **4.23 PERFORMANCE STANDARDS**

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount Bid/Proposal for the deficient location, **OR**;
- ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

#### **4.24 LIQUIDATED DAMAGES - See Section 5.9, RESPONSE TIME/PENALTIES FOR DELAYS**

#### **4.25 FEDERAL REQUIREMENTS - NOT APPLICABLE FOR THIS SOLICITATION**

Any reference made to CONTRACTOR in this section shall apply to the Successful Proposer, and also apply to any subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

#### **4.26 ADMINISTRATIVE FEE**

The awarded Contractor shall be the exclusive provider of towing services requested by or for the City. The awarded Contractor shall render monthly payments of administrative fees to the City. Payments shall be rendered in twelve (12) monthly installments, due on the first business day of each month.

“Administrative Fee” as used herein refers to the financial charge imposed by CONTRACTOR on the registered owner or other legally authorized person responsible for a towed vehicle or vessel towed pursuant to this Agreement, as may be amended from time to time. The CITY’s Administrative Fee shall equal twenty-five percent (25%) of the Maximum Towing Rate for each tow performed by CONTRACTOR for non-CITY vehicles.

As the exclusive provider of towing services requested by or for the City, Contractor shall receive the first call for service for all tows required within the City limits, either by the City or Public Safety Provider. In the event that the Contractor is unwilling or unable to respond to a call for service within the allowable time frame defined in Section 5.9, the City/Public Safety Provider shall have the right to engage an alternate vendor at the Contractor’s expense.

#### **4.27 LATE PAYMENT OF ADMINISTRATIVE FEE**

Administrative fees not paid by the first business day of each month are considered late. Per Section 4.5.1, the City may draw against Contractor’s performance bond and assess a 1-1/2% penalty charge any time that the Towing Company is ten (10) days late in providing its required payment(s) to the City.

[END OF SECTION]

## **SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS**

### **5.1 SCOPE OF SERVICES**

Licensed towing companies shall submit qualifications and proposals for the removal and storage of vehicles deemed to be abandoned, disabled, unregistered, or junked, including vehicles disabled during traffic accidents. The Contractor shall remove vehicles for any lawful purpose, as directed by the City and/or Public Safety Provider, in a timely, professional manner.

Disposal of vehicles shall be in accordance with all applicable Environmental, Federal, State and local laws, regulations, statutes and ordinances. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

Unless pre-approved by the City, the Contractor may not use subcontractors to perform any of the services described in this RFP.

### **5.2 COMMUNICATION SYSTEM**

The Contractor shall provide a communications system adequate to cover the City. All trucks operated pursuant to this rule shall be equipped with a business-type communication radio or mobile telephone, or cellular telephone. There shall be one radio or phone for each truck. Such equipment shall be licensed and approved by the Federal Communications Commission. The mobile radio or telephone shall enable the wrecker operator to communicate with his area of operations from any point within the assigned zone. A citizens band radio does **not** meet the requirements of this section.

### 5.3 STORAGE FACILITIES

If a towed vehicle is retrieved within the first six (6) hours of arriving at the Towing Company's storage facility, the person retrieving the vehicle may not be charged a Storage Fee.

Towing Company shall have available outside storage. Said storage area shall be enclosed in accordance with applicable zoning requirements to assure maximum security for stored vehicles. **Storage facility shall be located within ten (10) miles of the corporate limits of Cooper City, Florida.**

Contractor shall further have an "inside storage" area to house at least three (3) vehicles. This area must protect vehicles from inclement weather and be enclosed by solid walls, a roof and a locking access door.

**5.3.1** The Towing Company shall provide storage for towed vehicles in the outside enclosure area unless specific written instructions are given for inside storage of the vehicle by the owner, or, in extreme cases, by the attending deputy/officer.

**5.3.2** Any complaints concerning thefts from a stored vehicle shall be investigated by Cooper City's public safety service provider and appropriate action taken. A copy of the theft report shall be forwarded by Cooper City's public safety service provider to the City Manager. Provisions under this section do not preclude any aggrieved party from seeking remedy in the appropriate court.

**5.3.3** Vehicles designated for outside storage shall be charged at the outside storage rate. If the Towing Company prefers to use inside storage, it shall not charge a higher rate than that shown for outside storage.

**5.3.4** In the event all storage facilities of any Towing Company are filled to capacity, the Towing Company 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 application, must meet the requirements of the Service Agreement. No storage space or area shall be used unless prior written approval is obtained from Cooper City's public safety service provider.

**5.3.5** Owner or authorized agent of vehicle shall be allowed to remove personal, unattached property from vehicle on a one-time only basis at no additional charge.

### 5.4 IMPOUNDED VEHICLES

The Contractor shall provide a completely enclosed inside storage area for at least three (3) impounded vehicles. This area must protect vehicles from inclement weather and be enclosed by solid walls, a roof and a locking access door. Contractor agrees that any vehicle towed in that is marked "hold" by Public Safety Provider will NOT be released without written authority from Public Safety Provider, or an authorized representative thereof. Persons who make application for the release of towed and/or stored vehicles shall be required to present a copy of the tow-in sheet or proof of ownership by title or registration.

### 5.5 TOWING PROCEDURES

In the event a vehicle must be taken to Public Safety Provider's facility for processing, Contractor shall tow said vehicle. After processing, Contractor shall tow vehicle from the Public Safety Provider facility to authorized storage area. Charge for this procedure shall be that of a single tow only.

**Contractor shall tow/retrieve, at no cost to the City, ONLY those vehicles owned or leased by the City.**

### 5.6 PROTECTION OF VEHICLE AND PROPERTY

In addition to the responsibility of providing security for stored vehicles, the Towing Company shall assume responsibility for any articles of value left in the vehicle and listed on the property receipt form. The Towing Company shall replace any such article upon verification of the loss by the designated investigative agency representing the law enforcement agency with jurisdiction over the storage facility, in accordance with State Statute 713.78. For reference purposes, 713.78 states:

(7)(a) A wrecker operator recovering, towing, or storing vehicles or vessels is not liable for damages connected with such services, theft of such vehicles or vessels, or theft of personal property contained in such vehicles or vessels, provided that such services have been performed with reasonable care and provided, further, that, in the case of removal of a vehicle or vessel upon the request of a person purporting, and reasonably appearing, to be the owner or lessee, or a person authorized by the owner or lessee, of the property from which such vehicle or vessel is removed, such removal has been done in compliance with s. 715.07. Further, a wrecker operator is not liable for damage to a vehicle, vessel, or cargo that obstructs the normal movement of traffic or creates a hazard to traffic and is removed in compliance with the request of a law enforcement officer.

(b) For the purposes of this subsection, a wrecker operator is presumed to use reasonable care to prevent the theft of a vehicle or vessel or of any personal property contained in such vehicle stored in the wrecker operator's storage facility if all of the following apply:

1. The wrecker operator surrounds the storage facility with a chain-link or solid-wall type fence at least 6 feet in height;
2. The wrecker operator has illuminated the storage facility with lighting of sufficient intensity to reveal persons and vehicles at a distance of at least 150 feet during nighttime; and
3. The wrecker operator uses one or more of the following security methods to discourage theft of vehicles or vessels or of any personal property contained in such vehicles or vessels stored in the wrecker operator's storage facility:
  - a. A night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;
  - b. A security dog remains at the storage facility from sunset to sunrise;
  - c. Security cameras or other similar surveillance devices monitor the storage facility; or
  - d. A security guard service examines the storage facility at least once each hour from sunset to sunrise.

(c) Any law enforcement agency requesting that a motor vehicle be removed from an accident scene, street, or highway must conduct an inventory and prepare a written record of all personal property found in the vehicle before the vehicle is removed by a wrecker operator. However, if the owner or driver of the motor vehicle is present and accompanies the vehicle, no inventory by law enforcement is required. A wrecker operator is not liable for the loss of personal property alleged to be contained in such a vehicle when such personal property was not identified on the inventory record prepared by the law enforcement agency requesting the removal of the vehicle.

If, in the opinion of the deputy/officer at the scene, the vehicle requires special weather protection, the deputy/officer will so note it on the vehicle storage receipt. The Towing Company shall then be required to a) provide inside storage for said vehicle **OR** b) completely cover the vehicle with a weatherproof material. A one-time fee of \$20.00 will be allowed for the when weatherproofing material is used.

### **5.7 LOCATION CHANGES OF IMPOUNDED VEHICLES ON HOLD BY PUBLIC SAFETY PROVIDER**

Contractor shall not change the type of storage (inside and/or outside) without written approval of the City of Cooper City, on impounded vehicles. Further, under no circumstances shall any vehicle designated as a "hold" vehicle by Public Safety Provider be transferred or removed from contractor's storage location without prior written consent by Public Safety Provider or the city, including relocation to a repair or auto body shop.

### **5.8 TOW SERVICE REQUEST**

The City and Public Safety Provider reserve the right to cancel a request for services from the Contractor at any time, including up to time of hookup. The Contractor 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 Contractor's storage compound shall be taken directly to that area.

**Contractor shall tow/retrieve, at no cost to the City, ONLY those vehicles owned or leased by the City.**

### **5.9 RESPONSE TIME/PENALTIES FOR DELAYS**

**5.9.1** Contractor is to respond (arrive at the scene) within thirty (30) minutes of notice, at any time of the day or night, with appropriate equipment at the request of the Public Safety Provider, or in the case of City vehicles, by an authorized City employee. Contractor assumes all liability in meeting the thirty (30) minutes response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines.

**5.9.2** The following penalties shall apply to Contractor as liquidated damages for failure to respond within the required timeframe during each contract year.

- a. First & Second offense: Verbal warning
- b. Third offense: A certified letter of warning
- c. Fourth Offense: \$250 penalty
- d. Fifth offense: \$350 penalty or suspension, at the City's option.
- e. Any further offense: \$500 penalty, suspension or termination, at the City's option.

If Contractor can prove extenuating circumstances beyond his/her control existed, they may appeal a penalty or suspension.

Contractor shall not, under any circumstance, hook-up or move any vehicle, trailer and/or vessel at the scene without pre-approval from the Public Safety Provider or an authorized City employee.

In the case of abandoned or derelict vehicles where the Public Safety Provider is not waiting on scene, or confirmed to be en route to the scene, but the Contractor is so notified, response time shall be within twenty-four (24) hours of notice.

#### **5.10 ATTENDANT ON DUTY AND HOURS OF REDEMPTION**

All owners of vehicles which were towed or which are located in the impound area must be able to redeem such vehicles from Towing Company Monday through Friday, excluding legal holidays, from 7:00AM to 7:00PM. When the storage site is closed, the telephone number of the Towing Company or its employee must be prominently posted for purposes of redemption. An employee of the Towing Company must be accessible at all times by Public Safety Provider or the City. Upon receipt of telephone request from Public Safety Provider to open the site to redeem a vehicle which is "ON HOLD" by Public Safety Provider, the vehicle must be released within one (1) hour. In the event Public Safety Provider requests a vehicle to be released outside of the time the impound area is required to be open, a member of Public Safety Provider will accompany the person, to whom the vehicle is to be released, to the impound area and witness the delivery of the vehicle.

#### **5.11 REMOVING HAZARDS**

In accordance with Broward County Environmental and Consumer Protection Division, Contractor must remove any hazardous materials, substances, or debris from the tow location. The operator may recover actual costs for disposal of any hazardous materials, substances, or debris; provided, however, that any nontoxic materials, substances, or debris that can fit within a five (5) gallon bucket and can be disposed of as part of traditional household waste shall be discarded at no additional cost.

It is the duty of the Public Safety Provider deputy/officer to determine when a vehicle should be removed and the tow truck operator shall abide by the deputy/officer's decision. Furthermore, if two or more wreckers are used, the deputy/officer shall determine which wrecker is responsible for removal of any hazardous material and debris.

Safety is an essential element of this Agreement. In the event hazardous materials, substances or debris cannot immediately be removed at the time of a tow, Contractor must promptly return to the tow location for cleanup. Repeated requests for removal of hazards left by the City's Towing Contractor may result in penalties.

#### **5.12 TOWING REPORTS/OWNER NOTIFICATION**

Notifications shall be provided in accordance with Florida Statute 713.78. For reference purposes, F.S. 713.78 states:

(b) Whenever a law enforcement agency authorizes the removal of a vehicle or vessel or whenever a towing service, garage, repair shop, or automotive service, storage, or parking place notifies the law enforcement agency of possession of a vehicle or vessel pursuant to s. 715.07(2)(a)2., the law enforcement agency of the jurisdiction where the vehicle or vessel is stored shall contact the Department of Highway Safety and Motor Vehicles, or the appropriate agency of the state of registration, if known, within 24 hours through the medium of electronic communications, giving the full description of the vehicle or vessel. Upon receipt of the full description of the vehicle or vessel, the department shall search its files to determine the owner's name, the insurance company insuring the vehicle or vessel, and whether any person has filed a lien upon the vehicle or vessel as provided in s. 319.27(2) and (3) and notify the applicable law enforcement agency within 72 hours. The person in charge of the towing service, garage, repair shop, or automotive service, storage, or parking place shall obtain such information from the applicable law enforcement agency within five (5) days after the date of storage and shall give notice pursuant to paragraph (a). The department may release the insurance company information to the requestor notwithstanding s. 627.736.

(c) The notice of lien must be sent by certified mail to the registered owner, the insurance company insuring the vehicle notwithstanding s. 627.736, and all other persons claiming a lien thereon within seven (7) business days, excluding Saturday and Sunday, after the date of storage of the vehicle or vessel. However, in no event shall the notice of lien be sent less than 30 days before the sale of the vehicle or vessel.

Further, in accordance with the Adopted Rate Structure (Exhibit A), the Contractor may assess an Administrative Fee after 24-hours and also be reimbursed for actual costs for obtaining ownership information.

#### **5.13 VEHICLES SEIZED FOR FORFEITURE**

Vehicles seized for forfeiture pursuant to order by Public Safety Provider shall 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 shall be moved to a City storage facility at no charge to the City.

If forfeiture proceedings are not instituted, the owner of the vehicle may be charged for the storage and towing, in accordance with the rates established. All other charges for this will be as specified in the contract.

#### **5.14 INSPECTION OF VEHICLE(S)/REMOVAL OF PROPERTY**

Contractor shall not permit vehicle owners to inspect vehicles that have been confiscated or that are being held as evidence. Further, Contractor is not permitted to release to the owner or owner's agent any personal property contained within either a confiscated vehicle or a vehicle held in evidence, unless prior written authorization is received from the Public Safety Provider.

#### **5.15 RELEASES**

**Under no circumstances shall Contractor release a vehicle with "HOLD" status without written authority from Public Safety Provider.** Persons who make application for the release of towed and/or stored vehicles shall be required to present a copy of the tow-in sheet or proof of ownership by title or registration. In the event Contractor is holding personal property removed from the stored vehicle, upon release of said personal property, the owner or person entitled to possession will receipt a copy of Contractor's inventory sheet.

All motor vehicles which have not been reclaimed must be disposed of according to the State and County Laws.

The City Manager, Cooper City's public safety service provider, Cooper City District Chief, or the Chief's appointed representative, reserves the right to examine any and all records relative to the Service Agreement.

#### **5.16 EQUIPMENT**

Ownership is not required under this Service Agreement. However, legally binding, signed agreements covering leasing or cooperative use of required equipment must be presented upon demand of City. Equipment leased or cooperatively used must be made available to the Contractor on first priority and be so indicated in the Service Agreement entered into by the Contractor. Such agreements shall be filed with the Finance Department.

Contractor shall use all appropriate equipment and safety procedures necessary 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. If the Contractor furnishes a wrecker in a higher class than that specified for the particular class of vehicle to be towed, the only charge authorized is that from the proper class of wrecker for that vehicle, unless specifically requested by Public Safety Provider.

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

#### **5.17 REPORTS AND FILES**

The Contractor shall maintain, at its place of business, a file that contains:

- a. Vehicle storage receipt for each vehicle on its premises.
- b. Log of all calls for service on a monthly basis.
- c. Notification log indicating date, time and method of notification to the registered owner of a stored vehicle. FOR ALL VEHICLES STORED 24 HOURS OR LONGER, FAILURE TO RECORD THE DATE AND TIME ON EACH RECEIPT MAY PROHIBIT THE CONTRACTOR FROM COLLECTING AN ADMINISTRATIVE FEE FROM THE REGISTERED OWNER.
- d. Continuous log kept weekly on all vehicles shall be forwarded to the District Chief on Monday of the following week and said files and logs shall be available for inspection and checking during normal working hours by the District Chief or an assigned representative. Contractor shall have adequate workspace for a City/Public Safety Provider representative to inspect records.
- e. Cooper City requires a copy of any notices of sale to be furnished to the District Chief at least ten (10) days prior to date of sale. Within ten days (10) days after sale, the serial number of the vehicle, tow receipt number, year, make, and model of vehicle, monies received, purchaser's name, address and local telephone number must also be furnished to the City.
- f. Contractor shall furnish a duplicate copy of paid towing receipt to District Chief on a weekly basis identified by the towing receipt number.
- g. Proceeding the initial month of service, the Contractor shall furnish a monthly summary report, ten days following the end of the previous month, identifying all services provided (towing and service calls) to include vehicle type, vehicle manufacture, license tag number, service provided, date and time service provided, total charge for service, administrative fee, and invoice number. A separate report shall be submitted for City owned equipment. These reports shall be submitted to the District Chief.

#### **5.18 REPAIRS**

- a. CONTRACTOR shall not solicit to provide vehicle repair, paint and body, salvage, junkyard, or recycling business directly, or indirectly for any vehicle towed pursuant to this Agreement unless approved by Public Safety Provider. Non-compliance with this section could result in termination for cause.
- b. CONTRACTOR shall not to undertake any repairs to, or remove any part or parts from any vehicle towed or stored pursuant to the provisions herein, without first obtaining permission in writing from the owner or person entitled to lawful possession to complete the same. All estimates for repair work will be in writing.
- c. CONTRACTOR further agrees that when making any repairs, or rendering any estimates or invoices, that CONTRACTOR shall abide by Florida Statutes relating to motor vehicles, sales, repairs, maintenance and service, which chapter is incorporated herein by reference, and made a part hereof. CONTRACTOR further agrees to post a sign in a prominent position in the customer service reception and waiting areas stating whether CONTRACTOR has any financial interest or connection with a repair, body or paint shop. Such financial interest or connection, if any, will also be stated on the towing invoice and on the written estimates for repair.

#### **5.19 MANNER OF PERFORMANCE**



- a. CONTRACTOR shall perform all services in a sound, professional and competent manner. All services shall adhere to the utmost professional standards.
- b. CONTRACTOR shall determine the means and manner of performance for any and all services rendered pursuant to this Agreement. CONTRACTOR shall not be subject to the direction or control of Public Safety Provider or City, except as provided herein or required by applicable federal, state and local statutes, laws, rules, codes, ordinances or regulations.
- c. CONTRACTOR agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.
- d. CONTRACTOR agrees to conduct operations under this Agreement in a courteous, orderly, ethical and businesslike manner. Due to the sensitive nature of the activities contemplated herein and the requirement of CONTRACTOR and its personnel to deal with the public at large on a daily basis, CONTRACTOR is required to extend common courtesies and professionalism to the general public and the City and Public Safety Provider.
- e. CONTRACTOR warrants that the services supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments and to any industry standards if applicable.
- f. CONTRACTOR, while acting under this Agreement, will obey all traffic laws of the State of Florida, Broward County and local traffic laws and agrees that no vehicle operated by CONTRACTOR, its agents, servants, employees or assigns will be operated as an emergency vehicle.
- g. CONTRACTOR agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713 as may be amended or other State, County or Local Laws or Ordinances as required. CONTRACTOR agrees to maintain a log at the place of business listing date, time and method of notification.

#### **5.20 MARKINGS**

CONTRACTOR agrees to have no markings on vehicles, buildings or correspondence that indicates or tends to indicate any official relationship between CONTRACTOR and the City or Public Safety Provider. The name, address and phone number of CONTRACTOR and any other required decals or markings shall be applied as required by Florida Statutes 713.78(6) and current Broward County ordinances.

#### **5.21 COOPERATION WITH PUBLIC SAFETY PROVIDER**

In accordance with F.S. 323.001:

(1) An investigating agency may place a hold on a motor vehicle stored within a wrecker operator's storage facility for a period not to exceed 5 days, excluding holidays and weekends, unless extended in writing.

(2) The investigating agency must notify the wrecker operator in writing within 5 days, excluding holidays and weekends, whether the hold is to be continued. If no notification follows this period of time, the wrecker operator may release the vehicle to the designated person pursuant to s. 713.78.

(a) If the hold is to continue beyond 5 days, excluding holidays and weekends, the investigating agency may have the vehicle removed to a designated impound lot, in which event the vehicle will not be released by the investigating agency to the owner or lienholder of the vehicle until proof of payment of the towing and storage charges incurred by the wrecker operator is presented to the investigating agency.

(b) If the investigating agency chooses to have the vehicle remain at the wrecker operator's storage facility beyond 5 days, excluding holidays and weekends, pursuant to the written notification, the investigating agency shall be responsible for payment of the storage charges incurred by the wrecker operator for the requested extended period. In such an event, the owner or lienholder shall be responsible for payment of accrued towing and storage charges for the first 5 days, excluding holidays and weekends, or any period less than the first 5 days, excluding holidays and weekends, when the investigating agency either moves the vehicle from the wrecker operator's storage facility to a designated impound lot or provides written notification to extend the hold on the vehicle prior to the expiration of the 5 days, excluding holidays and weekends.

CONTRACTOR agrees to cooperate with the Public Safety Provider's Civil Division in the enforcement of Judgments, Writs, and Court Orders. Upon request of the Public Safety Provider's Civil Division, CONTRACTOR agrees to tow and

store any and all Non-City Vehicles two (2) axle vehicles up to ten thousand (10,000) pounds gross vehicle weight, involved, in any manner, in the enforcement of a Judgment, Writ, or Court Order. CONTRACTOR recognizes and acknowledges that vehicles towed or stored for the Public Safety Provider's Civil Division may be subject to sale. CONTRACTOR further recognizes and acknowledges that such vehicles are subject to viewing by perspective buyers at any time during normal working hours while property is in the custody of CONTRACTOR. CONTRACTOR shall not permit any person(s) to open the vehicle or remove property without the prior written authorization of Public Safety Provider's Civil Division. Furthermore, property towed for the Civil Division shall not be released without the prior written authorization of the Civil Division. Due to the specialized nature of the Public Safety Provider's Civil Division, the Public Safety Provider retains the right to utilize any other towing vendor for the towing of property for the Civil Division.

Public Safety Provider reserves the right to cancel a request for services of CONTRACTOR at any time, including up to the time of hook-up. CONTRACTOR agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

## **5.22 ETHICS AND CONDUCT**

The Contractor shall conduct its business in an orderly, ethical and businesslike manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.

## **5.23 COMPLAINTS AND DISPUTES**

Any complaints received by the City of Cooper City concerning misconduct on the part of the Contractor, such as excessive charges, poor business practices, damage to vehicles, etc. shall be referred to the Office of the District Chief. If the situation cannot be resolved, a recommendation for appropriate action shall then be forwarded to the City Manager. Any complaints concerning theft from a stored vehicle shall be investigated by the Public Safety Provider and appropriate action taken. A copy of the theft report shall be forwarded by Public Safety Provider to the City Manager. Provisions under this section do not preclude any aggrieved party from seeking remedy in the appropriate court.

## **5.24 UNDERWATER RECOVERY/SALVAGE DIVERS**

When required, the Towing Company shall request underwater recovery services from Public Safety Provider's Dive Rescue Team. For every diver, rates charged shall be in accordance with the Adopted Rate Structure for the appropriate class of vehicle.

## **5.25 ADDITIONAL REQUIREMENTS**

Contractor awarded the resulting Service Agreement shall:

- a. PROVIDE STANDARDIZED, PRINTED, SEQUENTIALLY NUMBERED RECEIPT FORMS LISTING THE NATURE OF THE SERVICE PROVIDED. APPROVED TOWING RATES SHALL BE PRINTED ON THE BACK OF RECEIPT FORM. SINCE RATES CHANGE ANNUALLY, CONTRACTOR IS ADVISED TO PRINT ONLY THE NUMBER OF FORMS REQUIRED FOR A SINGLE YEAR.
- b. Keep on file, for Service Agreement duration, copies of all paid receipts that will be subject to inspection by the City during normal business hours, upon request. These receipts shall be used for Service Agreement related tows only. Electronic retention of receipts is acceptable provided the electronic copy includes all required signatures, releases, reports and payment information.
- c. Provide duplicate copies of paid bills to the City, upon request.
- d. Post a City approved sign indicating charges authorized by the Service Agreement. Sign must be in minimum one inch lettering, permanently posted in the area where the charges are paid to the Contractor.
- e. Comply with all written procedures as issued from time to time by the District Chief, which will facilitate the release of impounded vehicles to the owners.

- f. Maintain all storage and office facilities in a manner commensurate with all applicable regulations, space ordinances, rules and other laws governing the operation of a towing operator.
- g. Use security measures to prevent theft, vandalism, stripping and dismantling of parts from vehicles in all storage areas used under this Service Agreement.
- h. Provide no less than eight (8) abandoned or company owned vehicles, EACH CONTRACT YEAR, for the purpose of Public Safety training/extrication exercises. Said vehicles shall be delivered and picked up at no cost to the City, upon request by the Public Safety Provider.

## 5.26 TOWING RATES & TOWING CLASSIFICATIONS

### 5.26.1 Administrative Fee

5.26.1.1 As a condition of the Agreement, and pursuant to Florida Statutes, F.S. 323.002 (4), the Contractor agrees to pay to the City an Administrative Fee equal to twenty-five percent (25%) of the towing rates currently established by the Broward County Board of County Commissioners in accordance with the provisions of Part IX. "Environmental and Consumer Protection Division", Chapter 40.50 "Environmental and Consumer Protection Fee Schedule", Section c, "Towing and Immobilization Rates and Fees", Paragraph 4. "Maximum Nonconsent Rates" of the Broward County Administrative Code to cover the cost of enforcement, including parking enforcement by the City when a vehicle is towed from public property. The Contractor shall be responsible for the collection of the administrative fee on behalf of the City and shall remit such fee to the City upon collection on a quarterly basis, on the first business day of the new quarter.

5.26.1.2 The Contractor shall provide along with the Contractor's Towing Activity Report (See Section 5.17 "REPORTS" herein), a detailed report or any and all Administrative Fees collected either already remitted to be remitted to the City, for each tow.

5.26.1.3 Upon adjustment of the towing rates by the Broward County Board of County Commissioners, the Administrative Fee shall be adjusted to reflect collections of 25% of the adjusted fees, which shall be in effect on the date that the adjusted Broward County rates take effect, which will normally be October 1<sup>st</sup> of each year. Payments shall be made in arrears and shall be due on the first business day of the contract month for the previously completed month. If Administrative fees are delinquent, a late charge of \$50.00 shall be applied in addition to interest at the highest rate allowed by current State Statute.

### 5.26.2 Costs of Services to the Public

5.26.2.1 The successful proposer shall be governed by the rates established by the Broward County Administrative Code, Part IX. "Environmental and Consumer Protection Division", Chapter 40.50 "Environmental and Consumer Protection Fee Schedule", Section (c), "Towing and Immobilization Rates and Fees", Paragraph 4. "Maximum Nonconsent Rates" of the Broward County Administrative Code as may be amended from time to time, in effect at the time of the provision of services. Section 40.50 of the Broward County Administrative Code requires nonconsent towing rates to be reviewed annually prior to October 1<sup>st</sup> and increased by either the annual percentage change in the Consumer Price Index (CPI) or 3%, whichever is less.

5.26.2.2 Nonconsent tow rates established under this Agreement are regulated by ordinance and published annually by the [Broward County Environmental and Consumer Protection Division](#). The 2022-2023 Maximum Nonsent Towing Rates Summary Table is available online at [Broward County Maximum Nonconsent Towing Rates Summary Table](#).

5.26.2.3 Annual CPI increases are based on the percent of change in **Transportation** items for **Wage Earners & Clerical Workers** for the **Miami-Fort Lauderdale-West Palm Beach**. Every January, the Bureau of Labor and Statistics releases the Consumer Price Index (CPI) summary for the Southeast Region. This regional report can be found online at [https://www.bls.gov/regions/southeast/cpi-summary/consumerpriceindex\\_summary\\_southeast.pdf](https://www.bls.gov/regions/southeast/cpi-summary/consumerpriceindex_summary_southeast.pdf).

**5.26.3** Towing rates are established by classification. In accordance with Section Sec. 20-176.12 of the Broward County Administrative Code, Towing class shall mean the type of towing vehicle, equipment, or apparatus used to tow vehicles.

Towing *Classifications* are defined as follows:

**CLASS A tow truck, including flatbed sidecar carrier. Minimum ratings (as applicable):**

a.	Gross vehicle weight rating	10,000 lbs.
b.	Boom capacity	8,000 lbs.
c.	Winching capacity	8,000 lbs.
d.	Cable size and length	3/8 " × 100'
e.	Wheel lift retracted rating	6,000 lbs.
f.	Wheel lift extended rating	4,000 lbs.
g.	Tow sling safe lift rating	3,500 lbs.
h.	Safety chains (2 each)	5/16 " high test
i.	Cab to axle dimension	58"

**CLASS B tow truck, including flatbed sidecar carrier. Minimum ratings (as applicable):**

a.	Gross vehicle weight rating	19,000 lbs.
b.	Boom capacity	24,000 lbs.
c.	Winching capacity	24,000 lbs., except only 8,000 lbs. for flatbed sidecar carrier
d.	Cable size and length	1/2" × 200'
e.	Under-reach retracted rating	9,000 lbs.
f.	Under-reach extended rating	7,000 lbs.
g.	Tow sling safe lift rating	8,500 lbs.
h.	Safety chains (2 each)	3/8 " alloy
i.	Cab to axle dimension	84"

**CLASS C tow truck, including flatbed sidecar carrier. Minimum ratings (as applicable):**

a.	Gross vehicle weight rating	30,000 lbs.
b.	Boom capacity	50,000 lbs.
c.	Winching capacity	50,000 lbs., except only 15,000 lbs. for flatbed sidecar carrier
d.	Cable size and length	5/8 " × 200'
e.	Under-reach retracted rating	25,000 lbs.
f.	Under-reach extended rating	12,000 lbs.
g.	Tow sling safe lift rating	12,000 lbs.
h.	Safety chains (2 each)	1/2" alloy
i.	Cab to axle dimension	144"

**CLASS D tow truck, including flatbed sidecar carrier. Minimum ratings (as applicable):**

a.	Gross vehicle weight rating	58,000 lbs.
b.	Boom capacity	70,000 lbs.
c.	Winching capacity	70,000 lbs., except only 15,000 lbs. for flatbed sidecar carrier
d.	Cable size and length	¾" × 200'
e.	Wheel lift retracted rating	45,000 lbs.
f.	Wheel lift extended rating	15,000 lbs.
g.	Tow sling safe lift rating	12,000 lbs.
h.	Safety chains (2 each)	½" alloy
i.	Cab to axle dimension	180"

**5.27 REFERENCES**

Please provide a list of three (3) clients or business references [preferably public agencies] of prior experience, with whom we may speak during the evaluation phase that have utilized the services being proposed to the City or transacted similar business with Proposer. Include: name of the company, a contact person, address, telephone number, fax number, and email address.

Each proposal must have a minimum of five references complete the attached reference questionnaires. NO PROPOSALS WILL BE CONSIDERED WITHOUT THE LIST AND QUESTIONNAIRE FORMS COMPLETED.

**5.28 QUALIFICATIONS**

Contractors must submit with their proposal evidence that they are qualified to satisfactorily perform the specified work. A company profile shall provide evidence to include all information necessary to certify that the bidder:

1. Maintains a permanent place of business [i.e. length of time in business]
2. Has technical knowledge and practical experience included in this scope of work [i.e. any certifications, or training that you company goes through, along with years of experience using these products or providing these services]
3. Has available the organization and qualified manpower to do the work [i.e. number of employees, size of warehouse, office, location]
4. Has adequate financial status to meet the financial obligations incidental to the work [i.e. balance sheet including annual gross receipts, annual payroll]
5. Submit resume(s) and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team. If there was a recent change in ownership within the past 5 years, please explain the nature of the change of ownership.

**A) QUALIFICATIONS OF PROPOSERS**

All towing companies shall meet the following minimum qualifications.

1. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Broward County for a three-year period immediately preceding this request for proposal. The firm shall have sufficient financial support, equipment, and organization to insure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management

employees.

The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well- established operation as determined by officials of the City.

2. Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
3. Applicant must have an office and vehicle storage facility within ten (10) miles of the corporate limits of the City of Cooper City.
4. Applicant’s firm shall be properly identified by signs on exterior of the structure, i.e. visible from the adjacent access road.
5. Office Facilities – Shall include telephone and rest room facilities and work space (i.e. desk, phone). Shall have name and mailing address on front of building. Shall be separate from any other business or enterprise. Office and storage shall be at one location.
6. Proposer’s business and storage facilities shall comply with all applicable Building, Zoning, and Fire regulations.
7. Applicant is presumed to be familiar with all laws, ordinances, rules, and regulations that may in any way affect the work. Ignorance on the part of the Contractor will in no way relieve him from responsibility.
8. Contractors, and any of their employees, are required obtain proper licenses and hold valid and current all licenses required for all equipment.

**[END OF SECTION]**

**SECTION VI – CONSIDERATION OF AWARD / AWARD PROCEDURES**

**6.1 EVALUATION COMMITTEE**

Proposals submitted will be evaluated by an Evaluation Committee. The Evaluation Committee shall be selected by the City of Cooper City, as per Florida Statute Guidelines.

**6.2 REVIEW OF PROPOSALS**

The Evaluation Committee will use points formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by each of the criteria described in Section 6.3 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established the sealed dollar cost proposal will be opened and additional points will be added to the technical score based on the proposed price. The maximum score for cost will be assigned to the firm offering the lowest total all-inclusive maximum cost. Appropriate fractional costs will be assigned to other Proposers. Sealed dollar proposals will not be opened until the appropriate time. The Purchasing Division will provide the final rank to the City Manager.

The City of Cooper City reserves the right to retain all proposals submitted and use any idea in the proposal regardless of whether that proposal is selected.

**6.3 EVALUATION CRITERIA**

All submittals shall be reviewed and evaluated by the Evaluation Committee to determine if they meet the minimum qualifications and comply with the RFP requirements. Representatives of the City may conduct on-site inspections of each Proposer’s office and storage facilities to ascertain if the facility and equipment comply with the requirements specified herein. All specifications regarding equipment, office, and storage facilities must be met no later than ten (10) days after the initial inspection. In the event the Proposer’s facilities and/or equipment fail to pass inspection within the 10-day inspection period, the Proposer may not be considered for award, within the City’s discretion. All firms meeting the minimum requirements shall then be further evaluated based on the following criteria and shall be ranked by the Evaluation Committee.

Award shall be made to the responsible Proposer whose proposal is determined to be the most advantageous to the City. The evaluation shall be based on the Proposer’s ability to exceed minimum qualifications and requirements including:

CRITERIA	MAXIMUM POINTS
<b>Technical Quality</b>	
Capabilities and Services	<b>30</b>
Qualifications and References	<b>15</b>
Past Experience & Performance	<b>15</b>
Equipment	<b>20</b>
Facility	<b>20</b>
<b>TOTAL POSSIBLE POINTS:</b>	<b>100</b>

Pursuant to the terms and conditions set forth in this Service Agreement, Contractor shall provide towing service and remove traffic hazards within the City upon request of the City of Cooper City and/or the City’s Public Safety Provider.

The vehicles released by the Contractor shall be delivered to the public right of way at no additional charge. This shall include the use of any necessary equipment.

**6.3.1 EVALUATION PROCEDURE**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other qualified persons selected by the City Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. If necessary, the Committee will conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee for clarification purposes only. The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of cost points to each responsive, responsible Proposer. The lowest, responsive, responsible Proposer receives the maximum allowable points.

**NOTE REGARDING PRICE:** The firm providing the lowest cost to the City shall receive the maximum number of Cost Proposal points. Points shall be awarded to other proposers in the following manner:

<b>FORMULA EXAMPLE</b>				
Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points ( <i>lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points</i> ) Round to the nearest tenth	Total Points Awarded - Round to the nearest tenth
Vendor A	\$100.00	50	$\$100 / \$100 \times 50 = 50$	50
Vendor B	\$150.00	50	$\$100 / \$150 \times 50 = 33.3$	33.3
Vendor C	\$200.00	50	$\$100 / \$200 \times 50 = 25$	25

Price will NOT be the primary factor in the selection of a towing services contractor (If applicable)

**6.4 FINAL SELECTION**

The City Commission of the City of Cooper City will award the Proposal deemed most qualified based on the submittal criteria.

**6.5 RIGHT TO REJECT PROPOSALS**

Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Cooper City and the firm selected. The City of Cooper City reserves the right without prejudice to reject any or all proposals.

[END OF SECTION]



## SECTION VII - PROPOSAL REQUIREMENTS

7.1 Inquiries concerning this Request for Proposal and the subject of the Request for Proposals shall be directed to the Purchasing Department. **PLEASE REFER TO SECTION 3.33, CONE OF SILENCE FOR MORE INFORMATION.**

Purchasing Division  
9090 SW 50 Place  
Cooper City, Florida 33328  
(954) 434-4300, 268  
[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

### 7.2 SUBMISSION OF PROPOSALS

The following material is required to be submitted by **Thursday, March 9, 2023, 3:00 PM (EST)** for a contractor to be considered.

The Proposer shall submit THREE (3) clearly identified copies of their proposal, including:

1. One (1) **ORIGINAL, UNBOUND** copy
2. Three (3) **BOUND** photocopies. 3-ring binders or wire/plastic combs are preferred. No binder clips, paper clips or rubber bands, please.
3. One (1) **ELECTRONIC** copy (flash drive)

All proposals shall address and be presented as outlined below:

- i. Title Page - Title page showing the Request for Proposals' subject (RFP 2023-1-FIN, TOWING SERVICES, the firm's name, primary contract, address and telephone number, and the submittal date.
- ii. Table of Contents - Include a clear identification of the material included in the proposal by page number.
- iii. Transmittal Letter - A signed letter of transmittal briefly stating the Proposers understanding of the work to be done, the commitment to perform and work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one-hundred and twenty (120) days from the date of the proposal.
- iv. Detailed Proposal - The detailed proposal should follow the order set forth in this section of the Request for Proposals.
- v. Equipment list - A list of all equipment, owned or leased, that will be used to complete the Scope of Services defined in this RFP.
- vi. Required Attachments - Executed copies of Required Attachments.

**THERE SHOULD BE NO DOLLAR UNITS OR COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.**

### 7.3 SEALED DOLLAR COST PROPOSAL

The City of Cooper City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost proposal. Such costs should not be included in the proposal.

The sealed Dollar Cost Proposal should include the following information:

- a. Name of Firm

- b. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal and authorized to sign a contract with the City of Cooper City.

Proposer shall submit the completed proposal consisting of two separate envelopes to the address below. **FAILURE TO PROPERLY IDENTIFY THE OUTSIDE OF ITS PACKAGE MAY RESULT IN ACCIDENTAL OPENING OF THE PACKAGE AND RENDER YOUR PROPOSAL VOID.**

Office of the City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida 33328

**[END OF SECTION]**

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**ATTACHMENT A**

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# City of Cooper City, Florida

# Proposal Form

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## **TOWING SERVICES**

## **RFP 2023-1-FIN**

Proposal Due: Thursday, March 9, 2023

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For Information Contact:

The Purchasing Division  
9090 SW 50 Place  
Cooper City, Florida 33328  
(954) 434-4300, 268

[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

Release Date: Thursday, February 2, 2023

Submitted by: \_\_\_\_\_  
(Company name)

**ATTACHMENT A**

(Page 2 of 4)

**Project:** TOWING SERVICES  
**Contract Identification:** RFP 2023-1-FIN  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid/Proposal Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.
5. Addenda, Additional Information - Contact Purchasing Division  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

**ATTACHMENT A**

*(Page 3 of 4)*

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, March 2, 2023 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form
	Certification
	Performance Bond (Upon Award)
	Equipment List (Owned and Leased)

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**ATTACHMENT A**

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**Proposer's Contact Information**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Type of Business \_\_\_\_\_

Company's Website: \_\_\_\_\_

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Authorized Signatory Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

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Primary Contact: \_\_\_\_\_

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

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

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Additional Contact & Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

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Remit to Address: \_\_\_\_\_

Remit to Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Remit to Email: \_\_\_\_\_

**ATTACHMENT B  
REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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2. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

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3. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME & TITLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-MAIL (REQUIRED): \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**This page shall be completed IN FULL and submitted with your bid/proposal.**

**ATTACHMENT C**

(Page 1 of 2)

**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 sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

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

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

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

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

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



**ATTACHMENT C**  
(Page 2 of 2)

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

\_\_\_\_\_  
*Signature*

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____
	<i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b>	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
<b>Personally Known</b> _____	<b>OR</b> <b>Produced Identification</b> _____
<b>Type of Identification Produced</b> _____	

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

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

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT E**

**BUSINESS ENTITY AFFIDAVIT**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
Federal Employer Identification Number (FEIN) (If none, Social Security Number)

\_\_\_\_\_  
Name of Entity, Individual, Partners or Corporation

\_\_\_\_\_  
Doing Business As (If same as above, leave blank)

\_\_\_\_\_  
Street Address City State

\_\_\_\_\_  
State and Date of Incorporation:

\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- The \_\_\_\_\_ list of
- \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings.
  - \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_ (c) Maintaining bank accounts.
  - \_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_ (e) Selling through independent contractors.
  - \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
  - \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_ (i) Transacting business in interstate commerce.
  - \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_ (m) Owning, without more, real or personal property.

activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm is NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust
- (II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
PROPOSER'S LEGAL NAME



## Attachment H

### REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.faiacom.com](http://www.faiacom.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov).

**ATTACHMENT I  
OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**STATE:       FLORIDA**

**COUNTY:**   \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_  
*Name of person making statement*

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL) \_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 __, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)        _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____



**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)
_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT L**

**Scrutinized Companies Affidavit**  
**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of, \_\_\_\_\_  
**Print Name and Title** **Company Name**

certify that \_\_\_\_\_ does not:

**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
SIGNATURE

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	



**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
***TO BE RETURNED WITH PROPOSAL***

Project Name:

Project No.:

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1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

**ATTACHMENT N**

**(Page 2 of 2)**

- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
<i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b>
_____ <i>Name of Notary Typed, Printed, or Stamped</i>
<b>Personally Known</b> _____ <b>OR</b> <b>Produced Identification</b> _____
<b>Type of Identification Produced</b> _____

**ATTACHMENT O**

(Page 1 of 2)

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal shall remain firm for a period of 60 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Cooper City or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

\_\_\_\_\_  
Name of Proposer/Firm

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<b><u>Addendum No.</u></b>	<b><u>Date Issued</u></b>

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**ATTACHMENT O**

(Page 2 of 2)

**PROPOSER'S CERTIFICATION (continued)**

Bidder, Proposer, or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Cooper City (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

\_\_\_\_\_  
**Signature of Affiant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT P**  
**(Page 1 of 13)**

**PERFORMANCE BOND  
COVER SHEET**

**THIS IS THE FRONT PAGE OF THIS PERFORMANCE BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, AS MAY BE APPLICABLE.**

**Bond No.** \_\_\_\_\_

**Contractor/Principal Name:** \_\_\_\_\_

**Contractor/Principal Address:** \_\_\_\_\_

**Contractor/Principal Phone No.** \_\_\_\_\_

**Surety Company:** \_\_\_\_\_

**Surety Company Address:** \_\_\_\_\_

**Surety Company Phone No.** \_\_\_\_\_

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50<sup>th</sup> Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** \_\_\_\_\_

**Bond Amount:** \_\_\_\_\_

**Contract No.** \_\_\_\_\_ **Bid No.** \_\_\_\_\_

**Permit No./Project No.** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_



PREPARED BY:

RETURN TO:  
CITY CLERK  
CITY OF COOPER CITY  
9090 SW 50<sup>th</sup> Place  
COOPER CITY, FL 33328

**ATTACHMENT P**  
**(Page 2 of 13)**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and, \_\_\_\_\_ as Surety, are bound to the City of Cooper City, Florida, as Obligee, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No. \_\_\_\_\_ dated the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, with OWNER for the construction of \_\_\_\_\_ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR:**

1. Fully performs the Contract between the CONTRACTOR and the OWNER dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_, within \_\_\_\_\_, calendar days after the date of contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays OWNER all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
3. Upon notification by the OWNER, corrects any and all defective or faulty work or materials, which appear within one (1) year after final acceptance of the work.

**ATTACHMENT P**  
**(Page 3 of 13)**

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.
  - 4.1 Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of performance bond herein required to increase.
  - 4.2 Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 4.3 Complete the Contract in accordance with its terms and conditions; or
  - 4.4 Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Bidder, or, if the OWNER elects, upon determination by the OWNER and Surety jointly of the best, lowest, qualified, responsible and responsive Bidder, arrange for a contract between such Bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.
5. In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein and those persons or corporations provided for in Section 255.05, Florida Statutes, or their heirs, executors, administrators or successors, as may be applicable.

**ATTACHMENT P**  
**(Page 4 of 13)**

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNATURE PAGE FOLLOWS**

WITNESSES

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

**ATTACHMENT P**  
**(Page 5 of 13)**

(AFFIX SEAL)

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

INSURANCE COMPANY:

\_\_\_\_\_  
By Agent and Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Telephone

**ATTACHMENT P**  
**(Page 6 of 13)**

**ACKNOWLEDGMENT PERFORMANCE BOND**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

\_\_\_\_\_, of  
(Name of Corporate Officer) (Title)

\_\_\_\_\_, a \_\_\_\_\_  
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

Personally known to me, or  
 Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
 DID take an oath, or  
 DID NOT take an oath

**ATTACHMENT P**  
**(Page 7 of 13)**

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Performance Bond; that \_\_\_\_\_, who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(AFFIX SEAL)

\_\_\_\_\_  
(Name of Corporation)

**PAYMENT BOND  
COVER SHEET**

**THIS IS THE FRONT PAGE OF THIS PAYMENT BOND ISSUED IN COMPLIANCE WITH SECTION 255.05, FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO, THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), (6) AND (10), AS MAY BE APPLICABLE.**

**Bond No.** \_\_\_\_\_

**Contractor/Principal Name:** \_\_\_\_\_

**Contractor/Principal Address:** \_\_\_\_\_

**Contractor/Principal Phone No.** \_\_\_\_\_

**Surety Company:** \_\_\_\_\_

**ATTACHMENT P**  
**(Page 8 of 13)**

**Surety Company Address:** \_\_\_\_\_

**Surety Company Phone No.** \_\_\_\_\_

**Owner/Obligee Name:** City of Cooper City

**Owner/Obligee Address:** 9090 S.W. 50<sup>th</sup> Place Cooper City, FL 33328

**Owner/Obligee Phone No.** (954) 434-4300

**Bond Date:** \_\_\_\_\_

**Bond Amount:** \_\_\_\_\_

**Contract No.** \_\_\_\_\_ **Bid No.** \_\_\_\_\_

**Permit No./Project No.** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

**ATTACHMENT P**  
**(Page 9 of 13)**

**FORM PAYMENT BOND**

PREPARED BY:

RETURN TO:  
CITY CLERK  
CITY OF COOPER CITY  
701 SW 71<sup>st</sup> Avenue  
COOPER CITY, FL 33068

KNOW ALL PERSONS BY THESE PRESENTS:

That, in accordance with the City of Cooper City Code of Ordinances and the requirements of §255.05, Florida Statutes, as may be applicable, we, \_\_\_\_\_, as Principal, hereinafter called CONTRACTOR, and, \_\_\_\_\_ as Surety, are bound to the City of Cooper City, Florida, as Oblige, hereinafter called OWNER, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has entered into a Contract, Contract/Bid/Project No. \_\_\_\_\_ dated the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, with OWNER for the construction of \_\_\_\_\_ which contract is by reference made a part hereof, and is hereafter referred to as the Contract;

**THE CONDITION OF THIS BOND is that if the CONTRACTOR:**

1. Indemnifies and pays OWNER for all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of CONTRACTOR), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that OWNER sustains because of default by CONTRACTOR under the Contract; and
2. Promptly makes payments to all claimants, as defined in §255.05, Florida Statutes, supplying CONTRACTOR with all labor, materials and supplies used directly or indirectly by CONTRACTOR in the prosecution of the scope of work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:



**ATTACHMENT P**  
**(Page 10 of 13)**

- 2.1** A claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to the CONTRACTOR a notice that he intends to look to the Bond for protection.
- 2.2** A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to the CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.
- 2.3** Should the contract total or cost estimate for the project increase the OWNER reserves the right to require the amount of payment bond to increase.
- 2.4** Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), (6), and (10), Florida Statutes, as may be applicable.
- 2.5** In accordance with the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Principal to record this performance bond in the public records of Broward County, and Principal shall be responsible for payment of all recording costs.

The Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNATURE PAGE FOLLOWS**

**ATTACHMENT P**  
**(Page 11 of 13)**

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

WITNESSES

\_\_\_\_\_  
Secretary

(AFFIX SEAL)

IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Type Name and Title signed above

INSURANCE COMPANY:

\_\_\_\_\_  
By Agent and Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Telephone

**ATTACHMENT P**  
**(Page 12 of 13)**

**ACKNOWLEDGMENT PAYMENT BOND**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by:

\_\_\_\_\_, of  
(Name of Corporate Officer) (Title)

\_\_\_\_\_, a \_\_\_\_\_  
(Name of Corporation) (State of Corporation)

corporation, on behalf of the corporation.

WITNESS my hand and official seal.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Name of Notary Public: Print,  
Stamp, or Type as Commissioned)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
 DID take an oath, or  
 DID NOT take an oath

**CERTIFICATE AS TO PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that \_\_\_\_\_ who signed the Bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

**ATTACHMENT P**  
**(Page 13 of 13)**

(AFFIX SEAL)

\_\_\_\_\_  
(Name of Corporation)

**AGREEMENT BETWEEN THE CITY OF COOPER CITY  
AND INSERT COMPANY NAME**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**INSERT COMPANY NAME**, a **towing services company**, authorized to do business in the State of Florida, with a business address of **Insert address 1, Insert address 2** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **Thursday, February 2, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **towing services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFP 2023-1-FIN**  
**"TOWING SERVICES"**

1.2 On **Thursday, March 9, 2023**, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for **towing services**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"RFP 2023-1-FIN"**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of

any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 The contract shall be for an initial period of five (5) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for one five (5) year period under the same terms and conditions, if mutually agreed upon by both parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR agrees that compensation for services performed pursuant to this Agreement shall be paid in accordance with this Article.

4.2 CONTRACTOR acknowledges that if the requirements of §713.78, Florida Statutes, are satisfied, CONTRACTOR shall have a lien on a vehicle or vessel towed in accordance with this Agreement for a reasonable towing fee, storage costs, and for CITY's Administrative Charge (as defined in Section 4.2.2 below).

4.2.1 "Maximum Towing Rate(s)" as used herein refers to the maximum non consent towing rates and storage fees established by Broward County, Florida, as may be amended from time to time and particularly described in Exhibit "A", attached hereto and made a specific part hereof.

4.2.2 "Administrative Fee" as used herein refers to the financial charge imposed by CONTRACTOR on the registered owner or other legally authorized person responsible for a towed vehicle or vessel towed pursuant to this Agreement, as may be amended from time to time. The CITY's Administrative Fee shall equal twenty-five percent (25%) of the Maximum Towing Rate for each tow performed by CONTRACTOR for non-CITY vehicles.

4.2.3 The CONTRACTOR shall charge and collect, directly from the vehicle owner or other legally authorized person responsible for a vehicle or vessel towed pursuant to this Agreement a reasonable towing and storage fee, and for the CITY's Administrative Fee, as defined in Section 4.2 herein above, in accordance with the Maximum Towing Rates, and Florida Statutes, as may be applicable.

## **ARTICLE 5**

### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

## **ARTICLE 6**

### **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, Contractor shall provide the City with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance**



**and a copy of the additional insured endorsement reflecting the same insurance coverage for all subcontractors utilized by Contractor.**

**The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.**

7.1.1 REQUIRED INSURANCE

7.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$3,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- |                           |            |                                   |
|---------------------------|------------|-----------------------------------|
| 1. Workers' Compensation: | Coverage A | Statutory                         |
| 2. Employers Liability:   | Coverage B | \$500,000 Each Accident           |
|                           |            | \$500,000 Disease – Policy Limit  |
|                           |            | \$500,000 Disease – Each Employee |

7.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.1.5 Sexual Abuse may not be excluded from any policy.

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8** **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 9**  
**VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

**CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCity.gov](mailto:PRR@CooperCity.gov)**

**ARTICLE 11**  
**FEMA REQUIREMENTS - NOT APPLICABLE FOR THIS AGREEMENT**

**ARTICLE 12**  
**SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **ARTICLE 13** **E-VERIFY**

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

### **ARTICLE 14** **MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY                    Joseph Napoli  
                              City Manager  
                              City of Cooper City  
                              9090 S.W. 50<sup>th</sup> Place  
                              Cooper City, Florida 33328  
                              Telephone No.                    (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney  
                              Goren, Cherof, Doody & Ezrol, P.A.  
                              3099 East Commercial Boulevard, Suite 200  
                              Fort Lauderdale, Florida 33308  
                              Telephone No.                    (954) 771-4500  
                              Facsimile No.                    (954) 771-4923

Contractor            **Insert\_Contact\_Title**  
                              **INSERT\_CONTACT\_NAME**  
                              **INSERT\_COMPANY\_NAME**  
                              **Insert address 1**  
                              **Insert address 2**  
                              **E-mail:                    Insert Company's\_email**  
                              **Telephone No:        Insert Company's\_Phone**

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

By: \_\_\_\_\_  
CITY MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

**INSERT COMPANY NAME**

By: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **INSERT COMPANY NAME**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **INSERT COMPANY NAME** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

# CITY OF COOPER CITY

## Purchasing Division

9090 Southwest 50<sup>th</sup> Place Cooper City FL 33328



CITY OF  
**Cooper City**  
Florida

**Towing Services**

**RFP 2023-1-FIN**

March 23rd, 2023

**A Superior Towing Company**

*Sean Loscalzo, President*

954-703-2900

[sean@asuperiortowing.com](mailto:sean@asuperiortowing.com)

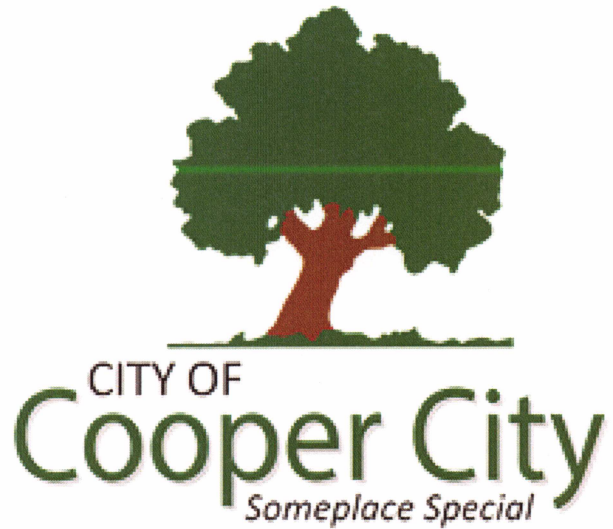




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## TRANSMITTAL LETTER

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The management and staff of A Superior Towing Co. Inc, a Guardian employee-owned company, are pleased to respond to your request for RFP# PD-21-03 Citywide Towing service for the great City of Cooper City. Since 1988, A Superior Towing has provided courteous and professional service throughout the Broward County marketplace. We are proud of the reputation that we have earned in the business community, and have current working relationships with municipalities, law enforcement agencies, fleet companies, vehicle manufacturers, auto dealerships and insurance companies.

A Superior Towing Company has current longstanding relationships and experience with Florida Highway Patrol Troop L since 1990 serving Broward, Dade and Palm Beach Counties, Department of Transportation and Florida Highway Patrol Troop K on the Florida's Turnpike since 2009 as a sole provider covering 50 miles of the Turnpike from mile marker 75 in Boca to the Golden Glades interchange in Dade County along with the entire Sawgrass Expressway system. We have been providing citywide towing services for the City of Plantation since 2000, the City of Hollywood since 2007, The Town of Davie since 2013. We have also supplied service to the Rapid Incident Scene Clearance program (RISC) since the inception of incident management in 2003 for all major limited access roadways running through Broward, Dade and Palm Beach Counties.

A Superior Towing understands the scope of services needed to fulfill the requirements in RFP# PD-21-03 Citywide Towing service. From the beginning in 1988, A Superior Towing Company, a Florida based company, has grown from a single truck operation operating out of a repair facility in Pompano Beach to a multi terminal Towing, Recovery, Storage and Specialized Transportation company with terminals in Dade, Broward, Palm Beach, Martin, St Lucie, Orange, Osceola, Hillsboro, Polk, Pasco, and Lee Counties. Our fleet consists of over 300 units statewide and more than 50 units serving Broward- Dade market, all available for dispatch 24 hours a day, seven days a week.

This includes flatbeds, light and medium-duty wreckers, tractor trailer flatbeds and low boys, Ultra Heavy-duty rotating wreckers, skid steer loaders (bobcats) with grappler and sweeper attachments, a critical incident response truck to mitigate maintenance of traffic or heavy fuel oil spills. All these vehicles meet the requirements requested by your RFP# PD-21-03 for class A, B, C and D wreckers as stated in 1.3.5 Equipment. We also have Ultra Heavy Rotating wreckers necessary to safely tow and recover vehicles with GVWR heavier than 50,000 pounds. All this equipment is professionally maintained to factory specifications, and all equipment is updated as needed to meet contractual requirements. We have the largest and closest facility, within 2.4 miles of Cooper City, running several forklifts to quickly move vehicles that are inoperable within our four-acre storage site. We can quickly move incapacitated vehicles or load on customers trucks when needed.

We have team of people that work with releasing vehicles with dedicated OSHA certified forklift operators and several office staff dedicated to release vehicles in a timely fashion. With 34 years of providing service to the motoring public in the State of Florida, A Superior Towing Co. Inc. continuously strives to meet the expectations of all parties we serve. The scope of this RFP is to provide towing and storage services in a friendly, safe, and efficient manner with qualified personnel and adequate equipment to maintain safe and clear roadways, provide unparalleled care, custody, and control of vehicles on behalf of all municipal agencies and the motoring public. This need is not based solely on the convenience of the transiting public, but rather for the safety of the traffic impacted by any road blockages, and the financial impact of the surrounding communities.

While calling a tow truck is never a good day for anyone, A Superior Towing Company Inc has maintained an A+ rating with the Better Business Bureau, has a 4.1-star overall rating with Facebook, and a 4.0 rating with Google. We care about our company's reputation and will continue to strive to provide courteous and prompt service to the motoring public. A Superior Towing Co Inc. maintains a flawless record with payments to governmental entities. Even in the recession and during the Covid shut down, A Superior Towing Co. Inc. financial strength enabled us to fully meet all its financial obligations, while still maintaining top notch service and staff.

A Superior Towing Company has continued to participate in community service events in both Plantation and the Hollywood with their Chambers of Commerce. Sean Loscalzo sits on the Board of the Plantations Chamber for well over twenty years. In the City of Hollywood, we participate with the Chamber of Commerce trustees for the past fifteen years as well as a League of Cities member for over fourteen years.

Our personnel are trained according to the trucks they operate; it is a State of Florida requirement when providing service for the State. Our operators are towing certified by the Sunshine State Towing Association or Miller Industries in Light-duty, Heavy-Duty and Ultra-Heavy duty. These certifications meet the National Uniform Goals for federally funded roadways. A Superior Towing Co. Inc has provided award winning service for the Florida's Turnpike since 2009 with three Responder of the quarter awards for exemplary service. We also have the fastest arrival times out of seven vendors statewide providing service to the Florida's Turnpike. Overall, since 2009, we have an average arrival time of 16.34 minutes 92 percent of the time servicing 23,847 events. No contract in the country is as complex as the Turnpike, and we are the number one company providing service Statewide.

In closing A Superior Towing has ample experience in Citywide towing and look forward to working with our neighboring City. Our Top-Level Management is always accessible and work daily at the Davie location from Sean Loscalzo, the President, Daniel Bingel Jr, the Operations Manager, Lori Brinkerhoff, the Comptroller, Kiana Castro, the Dispatch supervisor. Our management team are long term employees with a decade or more with the company.

*Sean Loscalzo*

President of A Superior Towing  
Vice President of Guardian Fleet Services

## DETAILED PROPOSAL - EXPERIENCE AND ABILITY

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No other company or competitor requires their wrecker operators to be certified within six months of employment. Our team of wrecker operators are the most qualified team of wrecker operators working within Broward County, if not the State with continual education in towing and recovery.

Light duty operators must have a minimum of sixteen hours of light duty towing and recovery training with 10 hours of curriculum and 6 hours of hands-on training. Once you are Light Duty certified, you can move up to Heavy Duty certification with another 16-hour course that is on towing ability of Heavy-Duty vehicles over 15,000 pounds. Once completing the 16-hour heavy duty course an operator can be certified in Ultra Heavy-Duty Rotator training with a 36-hour course in Ultra Heavy Rotator training and Recovery. These courses all target safety and working within the limits of the equipment along with dealing with customers and teaching the operators to listen to the customer and their needs for service. We emphasize we are there to solve problems and not create them. These courses identify the safe working load limits of the equipment of the trucks to the chains and wire rope and the proper procedure required for tie down of vehicle according to the Department of Transportation. All these courses must be updated every five years to meet the continuing education requirements. The technology in motor vehicles is rapidly changing faster than ever and continuing education helps for safer and more efficient towing practices.



Our operators also have SHRP2 training required for all emergency and incident responders. We also train our operators in Maintenance of Traffic. All the training we require is for the safety of not only the motoring public, but also the operators working every day in the roadway. Nationwide the towing industry loses approximately 50 to 60 towers annually that die in the line of duty in accidents while performing roadside service of towing and recovery. A Superior Towing has always been active in the prevention of struck by incidents by making the trucks more recognizable and mandating the use of maintenance of traffic procedures by all our personnel.

A Superior Towing merged its company on May 10 of 2021 with Guardian Fleet Services. The leadership has remained the same with Sean Loscalzo continuing as President of A Superior Towing Company since 1988; A Superior maintains the same FEIN number as a Florida corporation. Guardian Fleet Services Inc.

As stated in our letter of intent, we have been a top tier provider for many different government and law enforcement agencies for over three decades. A Superior Towing and Sean Loscalzo have been involved with shaping the Broward County Ordinance for towing for over two decades as Vice President and President of the Sunshine State Towing Association. A Superior Towing has Broward County Towing license number 1. Our company does not provide private property towing services because it creates a bad reputation for what we believe in providing safe and efficient customer service to the motoring public.

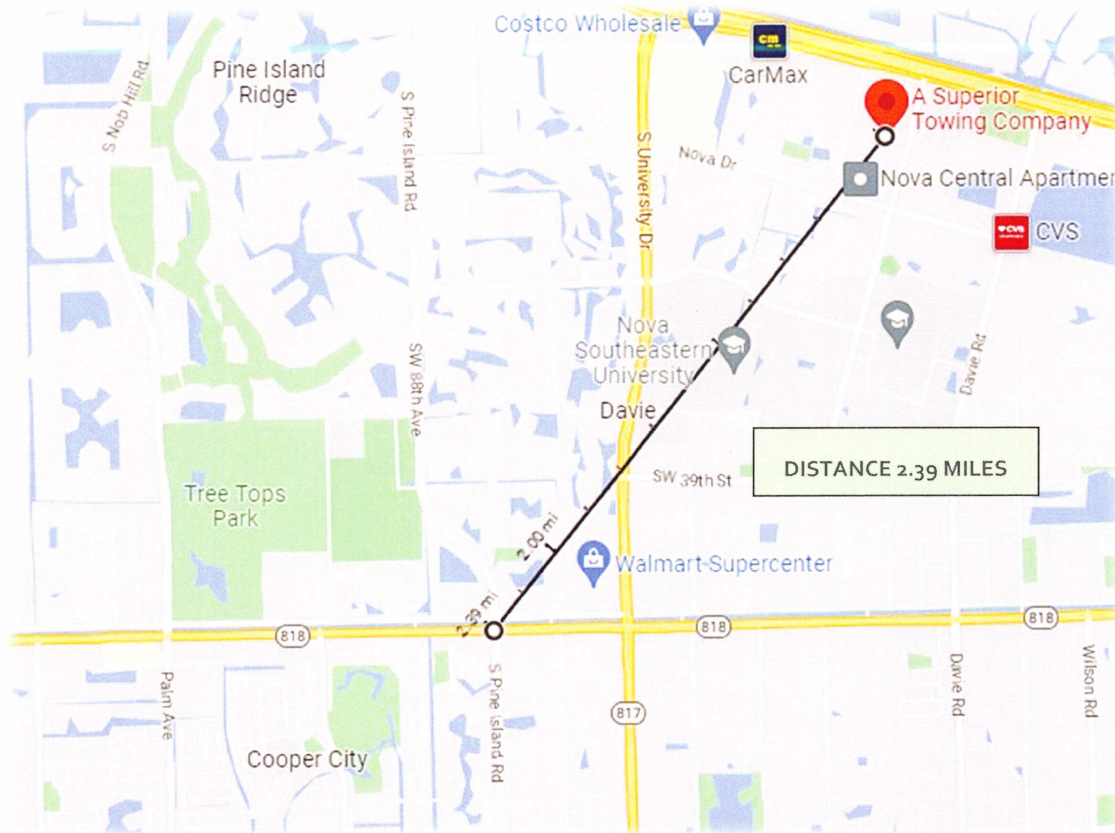
We will support the City of Cooper City's efforts in encouraging our youth of the community to pursue educational paths in civic and governmental endeavors through the Cooper City Academic Scholarship Program by pledging

money if awarded this contract. At A Superior Towing and The Guardian Group, we continually strive to be good stewards and members of the communities we serve. To that end one of the many causes, we support is Towers with a Heart Inc. Towers with a Heart was founded by our General Manager, James Jennings, with support by Sean Loscalzo. Towers with a Hearts' mission is to promote the Slow Down, Move Over laws in Florida to help protect all first responders with outreach campaigns, educational events, and billboard advertising. For over thirteen years, we have promoted this cause after the death of one of our drivers on the highway due to a driver not slowing down or moving over. Helping to keep the roadways safe for all first responders and for the motoring public is a passion of everyone at Superior Towing and all Guardian Fleet Companies.



Over the decades we have served the City of Plantation, The Town of Southwest Ranches, Florida Highway Patrol, City of Hollywood, the Town of Davie, Broward Sheriff's Office, Miccosukee Police Department, Department of Agriculture, as well as coordinated efforts with Federal Bureau of Investigations, Federal Aviation Administration, US Customs, and Homeland Security.

Our familiarity with Cooper City comes from our experience with the surrounding cities of Hollywood, Davie, and Southwest Ranches as well as rotations with the Florida Highway Patrol (I-75), and the contracts we hold with these neighboring communities we have serviced for decades. We have trucks transiting in and through the City of Cooper City for the last three decades every day and night with our Davie facility just two miles from Cooper City's borders.



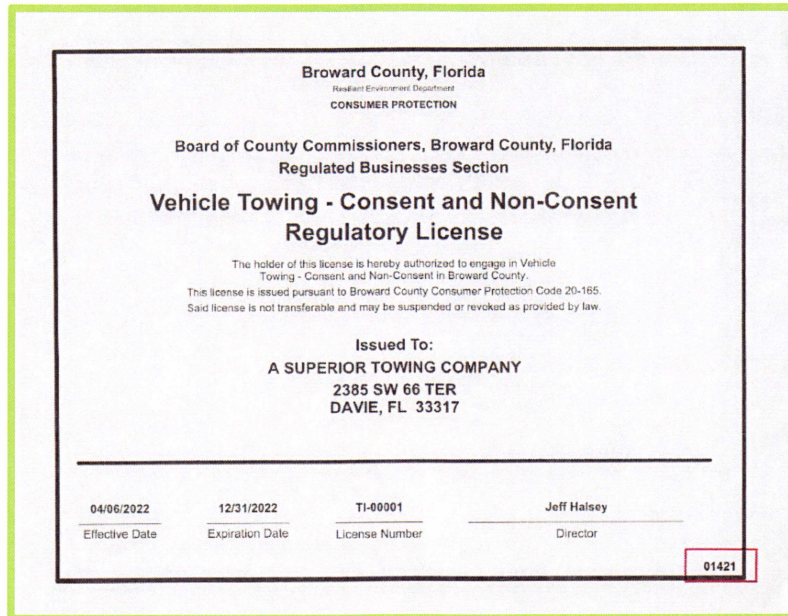
Our performance speaks for itself. We have never lost a contract due to our inability to provide service. All our contracts have been renewed for the last two decades. Our written compliments far exceed the few complaints

over the years. As a vendor for the Florida's Turnpike since 2009, our ability to perform within the scope of their contract has us as the fastest response of any contractor serving the entire Turnpike system; 92 percent of the time we arrive within sixteen minutes, and our late arrivals are less than thirty minutes. We know how to strategically stage trucks within the sectors or City's we provide service within. All vehicles in our arsenal of equipment will be dedicated to the City of Cooper City. A Superior Towing can pull any of our 350 trucks from any of our twelve terminals throughout the State, owned by Guardian Fleet Services and utilize them as needed.

Sean Loscalzo is the founder and President of A Superior Towing Company since 1988, and currently the Vice President of our Parent Company, Guardian Fleet Services; Sean will be the contact person for this RFP. Lori Brinkerhoff, a thirty-year plus employee, is the Comptroller and will be the administrator of this contract if awarded. Ms. Brinkerhoff's experience is handling all audits and reporting required monthly for all our governmental contracts. Ms. Brinkerhoff also oversees all the administration and processing of vehicles according to the State Statute 713.78 for vehicle liens. Daniel Bingel Jr., a fourteen-year employee, holds the position of Operations Manager. Daniel Bingel Jr. is a second-generation employee. His experience stems from growing up in this business as a child riding with this dad and following in his father's footsteps. His father has also worked for us for over thirty years. Daniel Jr (DJ) is a TOP GUN Ultra Heavy-Duty certified operator the highest certification to obtain in the State of Florida. He is also certified by the Towing and Recovery Association of America. He is a Ringleader Graduate from Miller Industries, an Ashley Sling graduate certified rigger. Daniel essentially has a PHD in towing and recovery and brings a tremendous amount of experience to the team.



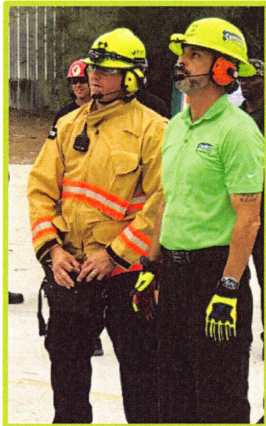
All our operators in the field are trained in incident management and rapid scene clearance. Since 2002, A Superior Towing has been a member of the traffic incident management team (TIM) for District 4 and started to follow and help create policy to minimize road blockage and allow traffic to flow freely especially during high traffic volume periods. We are a founding member in the Statewide Traffic Incident Management team and have taken the TIM Team principles and utilized them in our business model to help create a safer working environment for our operators in the field along with creating a safer passage for the motoring public. The premise for opening the road quickly is to minimize secondary incidents that could be more deadly than the original incident.



Customer service is of great importance to our company, and we realize when calling for a tow truck, you are not having a good day. We train our people when an individual is retrieving their car at our facility, they are our absolute best customer at that time. We have several office staff dedicated to the phones and to answering questions to those who have had their vehicle towed to our facility. When anyone calls on a particular vehicle, we take notes of the call and enter it into the invoice. All our phones are recorded as well so there is no question when someone arrives what was discussed previously. Our staff is trained to give accurate information on what is needed for releasing a vehicle and what types of payments we accept. We will accept many different forms of payment and we try to make it easy on any demographic from young to old. Younger people can pay with Venmo, Zelle, or Cash App. We also take credit and debit cards and PayPal. Additionally, we accept the legal tender recognized by the United States, cash.



Our software system is specifically designed for towing and storage. It will track the vehicle towed and what area of lot it is stored on. All the operators take pictures of the vehicles before the vehicle is towed. When someone calls and asks the condition, we can give accurate information from what the drivers have taken pictures of from the location of the tow. Our invoicing is all done through our software program including the charges according to the Broward County rate schedule. We have no handwritten invoices they are all generated from our software. We will be able to provide detailed reports of the tows generated by your city, either by the make and model, the last four of the vehicle identification number, the date or the reason Stolen, Accident, Traffic Stop, Arrest, Abandoned or any other reason the vehicle was towed.



Experience, there is no substitute! A Superior is a leader in the Towing Industry for thirty-four years. It is our family business - the entire Loscalzo family is involved in which we take great pride. Our employees are now part of an employee stock option program (ESOP), and they now own a piece of the family business as well; it is no different than Publix Supermarket's ESOP program (Employee Stock Option Program). This is one of our secrets to hiring and retaining employees for years to come. The very best people in any industry today are hard to keep, and we realized this. Not only do we believe in continuing education for our employees, but we also believe we must take care of them to grow our company for the future generation of young people we recruit to come into our industry. The ESOP will ensure we retain the quality employees offering them a career in towing and transport. This translates into outstanding customer service for years to come; they are vested as owners of the company. It also eliminates the transient employees this industry is accustomed to.

Every contract awarded to A Superior Towing Company over the years, we have improved the service level and changed the mindset of what a towing company is and the overall value to the ones we serve. The Town of Davie specifically did not have a towing company stay in contract or perform with a service level acceptable to its contract terms for over twenty years. Ask them today how we have improved the level of service; our improved service levels have given the officers confidence when they call, we will arrive promptly increasing the call volume from previous contracts. Our service will be consistent and more reliable building confidence within your law enforcement agency. This will increase revenue to the city of Cooper City as it is a pay by tow fee.

Included in our team of professionals is our highly skilled technicians. We service and repair all our own equipment with a 12,000 square foot maintenance shop dedicated to truck and equipment repair. Our ability to manage an excellent maintenance program gives us more in-service time for our trucks, and not having to wait on unreliable dealerships and repair centers.



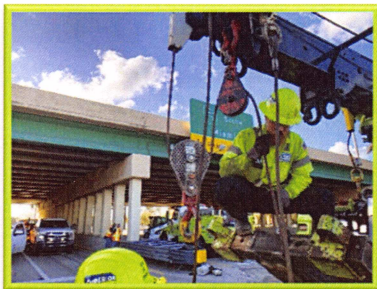


## Five Top Reasons to pick A Superior Towing Company

- Experience:** We bring decades of highly experience trained operators, administrative staff and a stellar management team providing top tier service for numerous government agencies in South Florida. You can have all the equipment in the world, but there is no substitute for experience. Sean Loscalzo has been the Director for the Professional Wreckers of Florida and a Founding Member of the Sunshine State Towing Association. He served as Vice President and President for six years, and currently holds the position of Training Director, in charge of the State's educational program.
- Education:** All of our operators are certified for the type of equipment they are operating. These certifications are nationally recognized training programs for light duty Class A and B wreckers, heavy duty for Class C wreckers and Ultra Heavy Duty for class D rotating wreckers. Our certifications will be provided in this proposal. All our operators must be pre-approved to work on the Florida's Turnpike System. The vigorous background checks and high educational requirements of this approval system for the State ensures ALL OUR OPERATORS meet the same standard. The transition will be easy as all our experience will bring immediate value.
- Award winning performance:** Sean Loscalzo has been awarded the Order of Towman three times over the decades; this award is only given to the top twenty operators nationwide annually. This nomination for the Order comes strictly from Law Enforcement and selected by peers in the industry. Sean also received the Responder of the Quarter twice by the State of Florida for outstanding performance in traffic clearance and the Outstanding Achievement Award for tireless dedication to the Broward County Traffic Incident Management Team. He has also been awarded as a Patriotic Employer by the Office of the Secretary of Defense for contributing to the national security and protecting Liberty and freedom by supporting employee participation in Americas National Guard. Sean was also recognized by the Florida Highway Patrol with the Troop Commanders Award for help in the recovery efforts of Hurricanes having impacted the State of Florida.
- Arsenal of equipment:** As a Guardian owned company, no one company in South Broward has the arsenal of equipment A Superior Towing has available from small wreckers and flatbeds to Ultra Heavy-Duty rotating wreckers. We have more heavy equipment than any other provider with four Ultra Heavy rotating wreckers all within the 10-mile required radius of this RFP.
- Location:** Access to our four-acre facility, the closest and largest facility in the County, is easy within seconds of the I-595 Davie Road exit. We are directly behind Signature Grand on State Road 84. Our trucks are already transiting in the City of Cooper City because of the other agencies we service in surrounding communities.

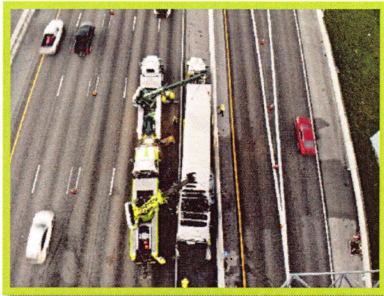


A Superior Towing will operate all equipment listed for this RFP from its Davie location. All our equipment is owned by A Superior Towing Company or Guardian Fleet Services, our parent company. Our equipment from light duty tow trucks, medium duty flatbeds (the staple for our company) heavy duty and ultra-heavy rotator tow trucks. These trucks are all located at our Davie location, and we have another eighteen trucks located at our Miami location and branded as Kauff's of Miami only ten miles from Cooper City. We take great pride in our fleet of equipment which are meticulously maintained. Our fleet is geared to all types of towing from Specialty Transportation of overweight, oversized vehicles and equipment to small passenger vehicles, and everything in between.



We do not need to subcontract any of the work specified in this RFP. We have the equipment to handle any of your requests for service from the largest Fire Truck the City of Cooper City operates to the smallest of golf carts. We have the correct pieces of equipment to handle any situation in our industry. A Superior Towing is surrounded by all types of bodies of water and have been recovering vehicles from lakes, canals, and even off the beach for over thirty years. We own large rotating wreckers which we utilize while recovering vehicles out of any type of body of water. We have airbags that can lift vehicles from the bottom and float them to an area more accessible to lift out of the water. We utilize certified wreck-recovery divers for these tasks. Most of our current municipal contracts use our services for underwater recovery on a weekly basis, and we work with many law and fire department dive teams throughout all South Florida. Our parent company, Guardian Fleet Services, owns over 350 trucks; if the need arises, we can utilize or transfer units to increase the size of our fleet in a moment's notice. Our Dade County company, Kauff's of Miami, is only ten miles from Cooper City and will also be available to assist in any spikes of volume in case of a weather event or surge in call volume. This list of trucks is also included within this proposal.

A Superior Towing will dedicate, and stage trucks as needed within the city limits monitoring the call volume and facilitate rapid dispatch response where the trucks are needed the most. Global positioning software is installed in every truck operated in the Guardian fleet. This software does more than locate vehicles; it manages our pre trip inspections on every truck daily, it manages the drivers' driving habits by notifying management of harsh braking harsh steering and even collisions if they happen. If one of these events occurs, the 360-degree camera system sends a notification of an event and hard records ten seconds of the event. It then sends an email to management with the video. The dispatchers can log onto any cameras within the fleet and observe the truck to see what they are doing; it is extremely helpful and a great management tool to eliminate habitual speeding or bad driving habits with operators. It is also useful when working a complex recovery or crash needing multiple pieces of equipment. It allows the dispatcher to stay up to date without communicating. It has become an invaluable tool for the safe operation of the fleet.



A Superior Towing is financially stable and capable of gearing up our fleet for whatever is needed to serve the City of Cooper City. We have flatbeds (class B), Ultra Heavy-Duty wreckers (class D) and heavy duty (class C) on order with expected delivery by the end of the year. The following vehicles listed below will be dedicated full time to serve the Cooper City Citywide towing contract. Our parent company Guardian Fleet Services will have additional vehicles available for the use in the Citywide towing contract as well running out of the Dade County location ten miles from 9090 SW 50<sup>th</sup> Place in Cooper City.



# **Guardian Fleet Services Executive Team**

## Francis Geoffrey Russell (Geoff)



**CEO – Guardian Fleet Services**

**Lifetime Experience: 50 Years**

- President of Manufacturing/Dealer in towing, recovery, and hydraulic mounted equipment
- President of Distribution Group for Miller Industries
- Vice President of Operations for RoadOne; a Nationwide Towing & Recovery company
- President of Kauff's of Palm Beach, Inc.
- CEO of Guardian Fleet Services
- Past Director at Large for PWOFF
- Past President of the Sunshine State Towing Association
- National TIM Responder Training - SHRP 2 – Certificate
- Maintenance of Traffic for Incident Responders Course – Certificate
- Special Hazards Training Program - Certificate
- Representing Member of FDOT District 4 TIM Team
- SSTA – Ultra Heavy-Duty Towing Certificate
- Miller Industries Rotator "Ring Leaders" Training - Certificate
- Recipient of Tow Times Lifetime Achievement Award • Member on the Board of Directors for the International Towing and Recovery Hall of Fame Museum
- Member of the International Towing & Recovery Hall of Fame Museum

## Scotty Crockett



President – Guardian Fleet Services

Lifetime Experience: 30 Years

- President of Guardian Fleet Services
- FDOT Traffic Incident Management (TIM) Online Course - Certificate
- FDOT Traffic Incident Management (Sharp2) - Certificate
- Miller Industries Rotator “Ring Leaders” Training - Certificate
- Hazardous Materials Awareness - Certificate
- The Responder Safety Learning Network Courses - Certificate
- Member of the Sunshine State Towing Association
- Member of the International Towing & Recovery Hall of Fame

## Sean Loscalzo



VP – Guardian Fleet Services

Lifetime Experience: 34 Years

### Qualifications:

- President of A Superior Towing Company from 1988
- Vice President of Guardian Fleet Services, Inc.
- TRAA Nationally Certified Master Tower Levels 1, 2, & 3
- SSTA Ultra Heavy-Duty Recovery Specialist
- Miller Industries Rotator “Ring Leaders” Training - Certificate
- Current Training Director of SSTA Light Duty, Medium Duty, Heavy-Duty and Ultra Heavy Duty
- Past President of SSTA
- Past Vice President of SSTA
- Past Regional Director of PWOFF
- FDOT SHRP2 Train the Trainer
- FDOT Traffic Incident Management (Sharp2) – Certificate
- OSHA 10hr Outreach Training for Construction Safety & Health
- ROVER LPG Operational & Emergency Training
- Haz-Woper Certified
- MOT Intermediate Work Zone Traffic Control
- Member of the Sunshine State Towing Association
- Member of the International Towing & Recovery Hall of Fame

## Michael Welch



CFO – Guardian Fleet Services  
Lifetime Experience: 30 Years

- Chief Financial Officer of Guardian Fleet Services, Inc.
- Certified public accountant
- Started his career as a certified public accountant working for Coopers & Lybrand (now Price Waterhouse Coopers).
- Worked with companies that have successfully executed a consolidation and roll up strategy delivering economic efficiencies by leveraging back office, purchasing, asset utilization and customer penetration synergies.
- Worked in the transaction to merge the Kauff's businesses and Crockett's Towing along with the acquisition of the assets of Ace Wrecker in August 2017
- Mike Welch has over 30 years of financial leadership experience with a concentration in industrial and municipal service businesses which utilize large asset fleets as a core component executing service activities. His focus has been with companies that have successfully executed a consolidation and roll up strategy delivering economic efficiencies by leveraging back office, purchasing, asset utilization and customer penetration synergies. These companies include Guardian Fleet Services, Inc in the towing, recovery and transport sector, US Filter Corporation, Siemens Water Technologies and Evoqua Water Technologies in the industrial water treatment sector and Heckmann Corporation in the upstream oil and gas water logistics sector.



## Thomas Tedford

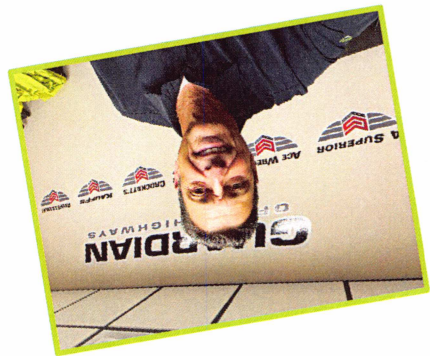
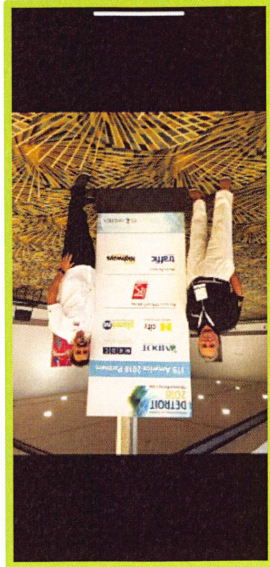


COO – Guardian Fleet Services

Lifetime Experience: 30 Years

- Chief Operations Officer of Guardian Fleet Services, Inc.
- President of the National towing company United Road Towing for 17 years
- Vice President of the Towing and Recovery Hall of Fame and Museum 10 years
- He was inducted into the Towing Hall of Fame in 2008
- Chief Operating Officer Guardian Fleet Services since March 2022

# **A Superior Towing Company Project Managers**



	
<p><i>Sean Loscalzo</i></p>	<p><i>Susan Loscalzo</i></p>
<p>34 years years experience</p>	<p>34 years years experience</p>
<p>President, A Superior Towing Company Vice President, Guardian Fleet Services</p>	<p>Office Manager</p>
<p>TRAA Nationally Certified Master Tower 1, 2 &amp; 3, SSTA Ultra Heavy Duty Recovery Specialist, MOT Intermediate Work Zone Traffic Control, ROVER LPG Operational &amp; Emergency Training, HazWoper Certified, SHRP2 Certified Train the Trainer, OSHA 10hr Outreach Training for Construction Safety &amp; Health, Ashley Sling Qualified Rigger Certification, SSTA Director of Training for All Towing Certifications Light Duty thru Ultra Heavy Duty</p>	<p>Communications Project Management Certification, Senior Assistant for Special Projects, Vehicle Release Supervisor, Customer Relations Coordinator</p>
	
<p><i>Lori Brinkerhoff</i></p>	<p><i>Daniel Bingel Jr</i></p>
<p>31 years experience</p>	<p>13 years experience</p>
<p>Comptroller</p>	<p>Operations Manager</p>
<p>Notary Public, Communications Project Management Certification, Degree in Business Management, Degree in Managerial Accounting, Tracker Management Systems Specialist</p>	<p>TRAA Nationally Certified Operator Level 1, Commercial Vehicle Out of Service Training, Basic MOT Traffic Certification, OSHA Forklift Certification, SSTA Ultra Heavy Duty Certification, Miller Ring Leaders Certified, SHRP2 Certified Train the Trainer, OSHA 10hr Outreach Training for Construction Safety &amp; Health, Ashley Sling Qualified Rigger Certification, MOT Intermediate Work Zone Traffic Control</p>
	
<p><i>Kiana Castro</i></p>	<p><i>Daniel Bingel Sr</i></p>
<p>6 years experience</p>	<p>40 years experience</p>
<p>Lead Dispatch Coordinator</p>	<p>Impound Coordinator</p>
<p>Communications Project Management Certification, Basic MOT Traffic Certification, OSHA Forklift Certification</p>	<p>TRAA Level 1 Light Duty Towing &amp; Recovery CT#183, TRAA Level 2 Medium/Heavy Duty Towing &amp; Recovery MT#183, Ultra Heavy Duty Recovery Certified "Concepts &amp; Techniques of Advanced Recovery" by Thomas Luciano, Miller Industries Rotator "Ring Leaders" Certified, PWOF Heavy Duty Towing &amp; Recovery Certified, North American Towing Academy Heavy Duty Towing &amp; Recovery Certified, Traffic Incident Management Certified, The Heron Bay Group Effective Communications Certificate, Allstate Roadside Service Audi-BMW/Mini-Volkswagen-Porsche Certified</p>

	
<p><i>Jorge Valles</i></p>	<p><i>James Jennings</i></p>
<p>16 years experience</p>	<p>50 years experience</p>
<p>Yard Maintenance Manager</p>	<p>General Manager</p>
<p>TRAA Nationally Certified Level 1, SSTA Light Duty and Ultra Heavy Duty Certifications, OSHA Forklift and Skidsteer Certifications, Vehicle Impound Maintenance Supervisor, Basic MOT Traffic Certification</p>	<p>Wreckers International Light and Medium Duty Certifications, TRAA Level 1, Professional Wrecker Operators of Florida Certified Heavy Duty, Ultra Heavy Duty, Ex-Team Heavy Vehicle Extrication Training Instructor, St Augustine Fire Academy Hazardous Materials Training Program, Safety Systems Emergency Response School, Air Cushions USA Heavy Lift Training Program, Florida Turnpike RISC and STARR Vendor, FDOT MOT for Incident Management Responders, National TIM Train the Trainer Sharp 2.</p>

# EQUIPMENT

# LIST

**TOWING • RECOVERY • TRANSPORTATION**



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**GUARDIAN OF THE HIGHWAYS**  
*"An Employee Owned Company"*

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# **A**



# **Superior**


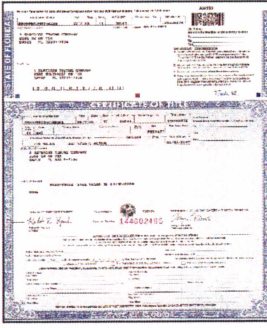
# **Towing**

# **Equipment**


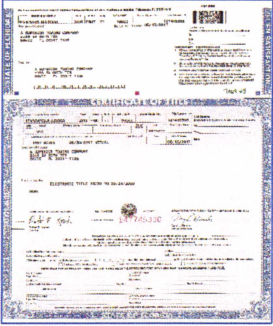
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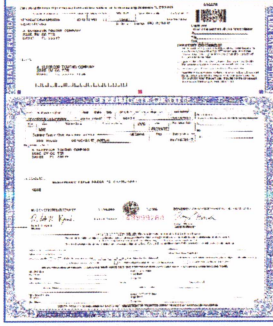
					
Truck Number		<b>S5</b>	VIN Number	3C7WRMBL6EG188723	
Year	2014	License No.	E8902C	Capability	
Make	Dodge	Class	A	Location	Davie
Model	5500 Wrecker	Ownership	A Superior Towing		


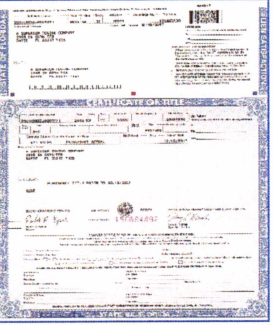
					
Truck Number		<b>37</b>	VIN Number	1NKDX4EXXEJ385741	
Year	2014	License No.	E4038D	Capability	
Make	Kenworth	Class	D	Location	Davie
Model	T800 Rotator	Ownership	A Superior Towing		

					
Truck Number		<b>42</b>	VIN Number	2NKHHM6X3HM159289	
Year	2017	License No.		Capability	
Make	Kenworth	Class	B	Location	Davie
Model	T270 Flatbed	Ownership	A Superior Towing		



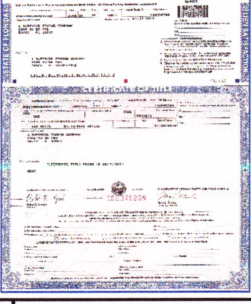
							
Truck Number		<b>43</b>		VIN Number		1FVACWFC2JHJJ9000	
Year	2018	License No.	E9537D	Capability			
Make	Freightliner	Class	B	Location	Davie		
Model	M2ECH Flatbed	Ownership	A Superior Towing				

							
Truck Number		<b>44</b>		VIN Number		1FVACWFC4JHJP6959	
Year	2018	License No.	E0053E	Capability			
Make	Freightliner	Class	B	Location	Davie Yard		
Model	M2ECH Flatbed	Ownership	A Superior Towing				


							
Truck Number		<b>45</b>		VIN Number		2NKHHM6X0JM207871	
Year	2018	License No.	E9747D	Capability			
Make	Kenworth	Class	B	Location	Davie Yard		
Model	T270 Flatbed	Ownership	A Superior Towing				


							
Truck Number		<b>46</b>		VIN Number		1FVACWFC6KHKF7815	
Year	2019	License No.	E1127E	Capability			
Make	Freightliner	Class	B	Location	Davie Yard		
Model	M2ECH Flatbed	Ownership	A Superior Towing				



  


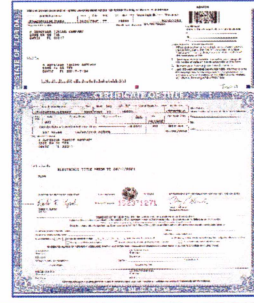
							
Truck Number		<b>47</b>		VIN Number		2NKHHM6X4KM247307	
Year	2019	License No.	E4797E	Capability			
Make	Kenworth	Class	B	Location	Davie Yard		
Model	T270 Flatbed	Ownership	A Superior Towing				



  


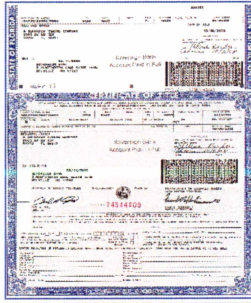
							
Truck Number		<b>48</b>		VIN Number		1NPCL49X1JD460718	
Year	2018	License No.	E4796E	Capability			
Make	Peterbilt	Class	C	Location	Davie Yard		
Model	567 Heavy Duty Wrecker	Ownership	A Superior Towing				


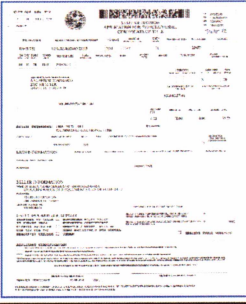
			
Truck Number		<b>49</b>	
VIN Number		1FVACXBS0ADAT2998	
Year	2010	License No.	P1651B
Make	Freightliner	Class	B
Model	16M Emergency Response Unit	Ownership	A Superior Towing
Capability		Davie Yard	


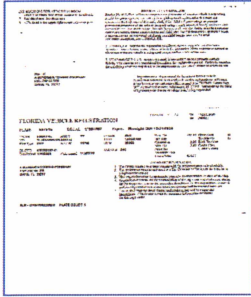
			
Truck Number		<b>50</b>	
VIN Number		1XKZD40X0LJ416858	
Year	2020	License No.	NLPM62
Make	Kenworth	Class	C
Model	T880 Tractor	Ownership	A Superior Towing
Capability		Davie Yard	


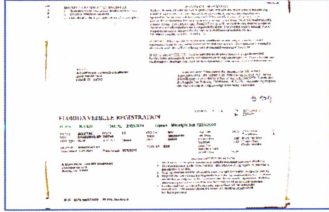
			
Truck Number		<b>51</b>	
VIN Number		1FVACWFC0LHLS3653	
Year	2020	License No.	NLPM62
Make	Freightliner	Class	B
Model	M2X Flatbed	Ownership	A Superior Towing
Capability		Davie Yard	



							
Truck Number		<b>41</b>		VIN Number		1NKZX4TX3GJ127458	
Year	2016	License No.	D7421A	Capability			
Make	Kenworth	Class	D	Location	Davie Yard		
Model	T880 Rotator	Ownership	A Superior Towing				


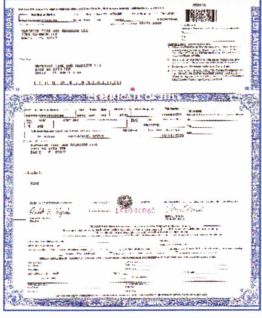
							
Truck Number		<b>T1</b>		VIN Number		1DA72T0826P017690	
Year	2006	License No.	DTEA22	Capability			
Make	Trailize	Class	D	Location	Davie Yard		
Model	53 ft Flatbed Trailer	Ownership	A Superior Towing				

							
Truck Number		<b>T2</b>		VIN Number		1DADLD035MC023045	
Year	2021	License No.	PXPZ19	Capability			
Make	Trailize	Class	D	Location	Davie Yard		
Model	58 ft Bus Trailer	Ownership	A Superior Towing				

			
Truck Number		<b>53</b>	
VIN Number		3HAEUMML3PL598745	
Year	2023	License No.	E9761E
Make	International	Class	A
Model	MV607 Flatbed	Ownership	A Superior Towing
Capability		Location	Davie Yard

			
Truck Number		<b>54</b>	
VIN Number		3HAEUMML5PL598746	
Year	2023	License No.	BJ05AJ
Make	International	Class	A
Model	MV607 Flatbed	Ownership	A Superior Towing
Capability		Location	Davie Yard

			
Truck Number		<b>55</b>	
VIN Number		1NPXL49X5PD868908	
Year	2023	License No.	Pending
Make	Peterbilt	Class	D
Model	389 Heavy Duty Wrecker	Ownership	A Superior Towing
Capability		Location	Davie Yard

					
Truck Number		<b>ST1</b>		VIN Number	3C6TRVCG6KE559692
Year	2019	License No.	PGRW60	Capability	
Make	Ram	Class	A	Location	Davie Yard
Model	E250 Van	Ownership	A Superior Towing		

# **Kauff's of Miami Equipment List**



Unit		License						
Number	Year	Make	Model	VIN Number	No.	Vehicle Class	GVW	Location
105	2015	Freightliner	M2	1FVHCYCYXPHGK3735	E3454D	20,000 LBS Class B Carrier	56000	Miami
119	2015	Ford	F450	1FD0X4GT7FEA05190	E5491D	1 Ton Wrecker Class A	33000	Miami
155	2012	Peterbilt	388	1NPWL4TX2CD147265	E0731D	50 Ton Class D	80000	Miami
157	2013	Kenworth	T800	1NKDX4TX0DR365226	E2894D	75 Ton Rotator Class D	80000	Miami
301	2014	Freightliner	M2	1FVACWDT0EHFH9120	E3453D	Flatbed Class A 10,000 LBS	26000	Miami
320	2015	International	4700	3HAMMMML4FL689792	E3458D	Flatbed Class A 10,000 LBS	25500	Miami
324	1996	International	4700	1HTSCAAL3TH305838	N1275W	MOT Support Recovery Truck	38000	Miami
340	2016	Kenworth	T880	1NKZL49X2GJ119600	E6082D	51/30 -30 Ton Wrecker Class C	80000	Miami
350	2009	Kenworth	T800	1NKDX4TX89R239106	D7749B	75 Ton Rotator Class D	80000	Miami
351	2012	Kenworth	T800	1NKDL49X0CJ312431	E0734D	51/30 -30 Ton Wrecker Class C	80000	Miami
355	2015	Peterbilt	579	1NPBL49X2FD274561	E2376E	51/30 -30 Ton Wrecker Class C	80000	Miami





# **Guardian Fleet Services Equipment List**

UNIT NUMBER	YEAR	MAKE/MODEL	VIN NUMBER	LICENSE	CLASS	GVW	Location
A47	2002	Chevrolet	2GCEC19V721343073	KEDV95	Pickup truck	4514	Ace Wrecker
A3	2005	Peterbilt Tr Axle	1XP9PDE2X05054411	1QWE52	Tractor	80000	Ace Wrecker
A4	2005	Freightliner Tr Axle	1FUJROCXXSLR0503	1QWE57	Tractor	80000	Ace Wrecker
A-17	2006	Lando 435	1LJ435W1X61A14964	8128CT	Trailer	15000	Ace Wrecker
58	2006	Kenworth T300	1XKWPEB16J110067	LXJX44	Tractor	80000	Ace Wrecker
A25	2006	Ford Wheel Lift	1FDXF67P46EA76352	D5018C	Lght d.uty	25999	Ace Wrecker
A T1	2008	Lando 435	1LH435WH281B16584	8133CT	Trailer	17000	Ace Wrecker
A T2	2008	Lando 435	1LH435VG81B16941	8134CT	Trailer	17000	Ace Wrecker
A6	2013	Peterbilt Tractor	1XPXD9X2DD170408	1QWE60	Tractor	80000	Ace Wrecker
A26	2013	Ford Fatbed	3FRN96FE5DV778225	E6670D	Lght d.uty	25999	Ace Wrecker
A24	2013	Ford Fatbed	3FRN96FC8DV778214	E5969D	Lght d.uty	25999	Ace Wrecker
A14	2014	Peterbilt 7035	1XPML49X7ED187089	E6675D	Rotator	80000	Ace Wrecker
A28	2014	Freightliner 4 DR FIB	1FVACWD74E1IF1 9170	E6678D	Lght d.uty	25999	Ace Wrecker
A2	2014	Mack Steeper	1M1AW2 1Y3EM038977	1QWE58	Tractor	80000	Ace Wrecker
A55	2015	Chevrolet	1GCG15A61F1207925	44BTZL	Pickup truck	3930	Ace Wrecker
A17	2015	Kenworth 1150R	1NXX4X3FJ451995	E6671D	Rotator	80000	Ace Wrecker
A5	2015	Mack Tractor	1M1AM09Y4FM018923	1QWE59	Tractor	80000	Ace Wrecker
A48	2015	Ford	3FRW6FC5FV718238	E7752A	Flatbed	25999	Ace Wrecker
A-T12	2016	Tarbert	4DFG9502G01035071	QA98QZ	Trailer	20880	Ace Wrecker
A11	2016	International 3212	3I1AMM1M11GL021175	E6669D	Medium	55000	Ace Wrecker
A7	2016	Western Star	5KJNABD15GPI-M-7B3	1-AYED	Tractor	80000	Ace Wrecker
310	2016	Peterbilt Flatbed	2NPJL0X7GM358032	E8215D	Medium	53000	Ace Wrecker
A T3	2017	Trail Eze 801	1DASF0224HP022126	8131CT	Trailer	18240	Ace Wrecker
A T4	2017	Trail Eze 801	1DASF0224HP022127	8132CT	Trailer	18240	Ace Wrecker
A15	2017	Peterbilt 9055	1NBPX4EX7HD388083	E6714E	Rotator	80000	Ace Wrecker
A29	2017	International	1HTMMLML3HH410048	E1679E	Lght d.uty	26000	Ace Wrecker
A-T10	2019	Traicee	1DADLD03GKM022526	3G25832	Trailer		Ace Wrecker
A30	2019	International	1HTEMLML0KH708205	E6955D	Lght d.uty	26000	Ace Wrecker
A18	2020	Peterbilt	1NPKL40X4LD647789	E6391E	Rotator	80000	Ace Wrecker
A22B	2020	Dodge Ram	3C7WRKAL3LG121922	E6381E	Lght d.uty	26000	Ace Wrecker
A19	2021	Peterbilt	1NPKX4TX9MD760431	E4161E	Rotator	80000	Ace Wrecker
A23B	2021	International	1HTEMLML4M-472735	E6707E	Lght d.uty	26000	Ace Wrecker
A T6B	2021	Fontaine	57JM05109M35P2140	QA36GT	Trailer	3155	Ace Wrecker
A76	2021	Fontaine	57JM053304M35A0296	QA35GT	Trailer	24301	Ace Wrecker
A T13	2022	Lando 440	1LH440WH4N1B33130	QA81UY	Trailer	17000	Ace Wrecker
A51	2022	Peterbilt Tr axle	1XPXP4EX2ND830355	07DBMS	Tractor	80000	Ace Wrecker
A31	2022	International	1HTEMLML4NH253324	E8222E	Lght d.uty	26000	Ace Wrecker
A32	2022	International	1HTEMLML7N1253280	E8221E	Lght d.uty	26000	Ace Wrecker
A30	2022	Peterbilt 389 s/p 182	1NPKL49XND785309	E6113E	Wrecker	80000	Ace Wrecker
A99	2023	Kenworth T380	1XKZP4TX4P1263474	40DBQV	Wrecker	80000	Ace Wrecker
A32	2023	Peterbilt 389	1XPXP4EX4PD871383	37B2CA	Tractor	80000	Ace Wrecker
A33	2023	Peterbilt 389	1XPXP4EX8PD871382	38B2CA	Tractor	80000	Ace Wrecker
A54	2023	Peterbilt coyab	1XPXD49X2PD829668	38B2CA	Tractor	80000	Ace Wrecker
A T14	2023	Lando 440	1LH440WH4N1B33382	QA81UY	Trailer		Ace Wrecker
R3	2006	Ford Wheelift (L)	1FDXF46P2ED89217	E3129E	Lght d.uty	25999	Ace Wrecker
R4	2013	International Flatbed (L)	1HTMMAAM6DH154198	D2915C	Lght d.uty	25999	Ace Wrecker
R1	2015	Kenworth 1150 (L)	1NKZ4TX9F1423630	E6669D	Rotator	80000	Ace Wrecker
A T8	2002	Custom Trailer	1YQ261562G1B1T943		Trailer		Aligato-Towing
	2002	Lando 660	1LH690WH321B12392	8128CT	Trailer	14000	Aligato-Towing
	2002	Olis	525203		Trailer		Aligato-Towing
18	2006	QLF Trailer	5NHULF629N054670	AG96BT	Trailer	1300	Aligato-Towing
28/336	2007	Peterbilt Rotator	1NPKL4TX97N644491	E8225D	Rotator	80000	Aligato-Towing
100	2012	Ford E450	1FDXE4F55CDA16459	12ASWB	Utility	5121	Aligato-Towing
P21	2012	Kenworth T300	1NKDX4TX2CJ324786	E4575D	Rotator	80000	Aligato-Towing
AL351	2012	Kenworth	1NKDL49X0CJ312431	BJ74AJ	Medium Wrecker	80000	Aligato-Towing
1	2013	Lino F Fatbed	5PNVJUNJL4561007	E3939D	Medium	33000	Aligato-Towing
27	2014	Peterbilt 389	1NPKX4TX3ED230565	E6905C	Tractor	80000	Aligato-Towing
2	2015	Peterbilt Fatbed	2NP2HMK0BFM73912	E7734A	Lght d.uty	25999	Aligato-Towing
14	2016	Kenworth	1XKWP4EX4GR113695	AJ43UG	Tractor	80000	Aligato-Towing
15	2017	Western Star	5KJJAED15-PJA8102	00BEB	Tractor	80000	Aligato-Towing
7	2018	Ford	1FD0WAH14JED54673	D6376C	Lght d.uty	18000	Aligato-Towing
99	2019	Peterbilt	1NPKL40X5KD276348	D4570C	Rotator	80000	Aligato-Towing
3	2020	Lino F Fatbed	5PNVJUNJL5554192	E6983E	Lght d.uty	25999	Aligato-Towing
5	2020	Lino F Fatbed	5PNVJUNJL5554191	E6370E	Lght d.uty	25999	Aligato-Towing
8	2020	Lino F Fatbed	5PNVJUNJL5554254	E6390E	Lght d.uty	25999	Aligato-Towing
16	2022	International	3I1SPAAPT0ND62305	34QB1J	Tractor	80000	Aligato-Towing
13	2022	Peterbilt 5130	1NPKL49XND785311	BJ73AJ	Heavy Wrecker	80000	Aligato-Towing
648	2022	Trail King	1TKA0534NM049670	QA67Q3	Trailer		Aligato-Towing
22	2023	International	3IAELMML3PL620566	E9764E	Flatbed	25999	Aligato-Towing
23	2023	International	3HAELMML3PL620565	E9763E	Flatbed	25999	Aligato-Towing
013	2006	Peterbilt 378	1XPFD4EX09N646846	150BFS	Tractor	80000	American Recycling Svc
365	2007	Kenworth	1XKDD40X87J177785	PGMT9G	Tractor	80000	American Recycling Svc
A21	2013	Dodge Wheelift	3C7WRMBL7DGS43512	E6073D	Lght d.uty	25999	American Recycling Svc
015/643	2013	Ford Carrier	3FRN96FC4DV778212	E3133E	Lght d.uty	25999	American Recycling Svc
542	2013	Ford F 650	3FRN96FC6DV778213	E3958E	Lght d.uty	26000	American Recycling Svc
134	2013	Lino	5PNVJUNJL4551274	BJ71AJ	Rollback	25999	American Recycling Svc
012	2015	Warren Trailer	1Y9ABXP24FP347025	QA71SM	Trailer	18060	American Recycling Svc
3	2015	Ford	3FRN96FC3FV57527	E8959C	Rollift	25999	American Recycling Svc
543	2015	Ford F 650	3FRN96FC3FV643774	E3957E	Lght d.uty	25999	American Recycling Svc
008	2017	Peterbilt	1XPBDP9X4H0423331	22BQIB	Tractor	80000	American Recycling Svc
009	2018	Peterbilt	1XPBDP9X3JD483790	20BQIB	Tractor	80000	American Recycling Svc
010	2018	Peterbilt	1XPBDP9X3JD483787	23BQIB	Tractor	80000	American Recycling Svc
011	2018	Peterbilt	1XPBDP9X3JD483786	21BQIB	Tractor	80000	American Recycling Svc
001	2020	Kenworth	1NKZ40X4L026998	P3934H	Rollift	70000	American Recycling Svc
004	2023	Mic Trailer	5MAMN4827PM068582	QA88M	Walking Trailer	80000	American Recycling Svc
005	2023	Mic Trailer	5MAMN4824PW66583	QA88M	Walking Trailer	80000	American Recycling Svc
009	2023	Mic Trailer	5MAMN4826PW66584	QA88M+	Walking Trailer	80000	American Recycling Svc

0077	2023	Mac Trailer	5MAMN4B78PW668585	Q991MH	Walking Trailer	80000	American Recycling Svc
589	1996	Dodge PLU	1B7KF23C4TJ157361	Y4QLWX	Pickup Truck	4885	Crockett's Towing
T16	1999	Fontaine	4LF4S5336K3508423	QA28XU	Trailer	20505	Crockett's Towing
A40	2004	Ford	1FTWW33P94EG63640	IGNS55	Lght duty	7999	Crockett's Towing
6	2004	Ford Pickup	1FTSW31PX4ED77485	NJMP61	Pickup Truck	7999	Crockett's Towing
A-T9	2005	Landol 435	1UJ435W1461A14117	QA58QS	Trailer	17000	Crockett's Towing
56	2006	Peterbilt	1XP50B9X96N632043	IH15RJ	Tractor	80000	Crockett's Towing
	2006	JD B II TL	JD61714	IHWIL20	Trailer	995	Crockett's Towing
22	2007	Peterbilt 379	1XP50B9X67N651537	IXWV43	Tractor	80000	Crockett's Towing
507	2007	Kenworth	1XKDD40X47J177766	KPMQ44	Tractor	80000	Crockett's Towing
T22	2008	Utility	1UYFS24898A275907	QA51NU	Trailer	14000	Crockett's Towing
31	2010	Peterbilt 389	1XPXD8B9AD797047	JD23AA	Tractor	80000	Crockett's Towing
	2010	Freightliner	1FVACKDT6ADAS5432	ERFT30	Box Truck	25999	Crockett's Towing
540	2012	Dodge Wheel R	3C7W0KBL3C3168896	E9766E	Lght duty	16500	Crockett's Towing
T03	2013	Lando I	1UJ440W18D1019400	B491CQ	Trailer	17100	Crockett's Towing
T07	2013	Lando I	1UJ440W16E1020588	7381CN	Trailer	17100	Crockett's Towing
A57	2014	Dooge Ram	1C9RRBK17E5237773	58AEDP	Pickup Truck	4514	Crockett's Towing
T25	2014	Kenworth T800 no	1NKDL40X8EJ410787	E8665D	Industrial Carrier	85000	Crockett's Towing
P27	2015	Ford F 650	3FRWF6FCXV667769	E7565D	Lght duty	25999	Crockett's Towing
T11	2015	Lando I	1UJ440W18F1022184	8735CQ	Trailer	17100	Crockett's Towing
T14	2015	Fontaine	13NM0515D3650352	2164CR	Trailer		Crockett's Towing
32	2015	Peterbilt 389	1NPX04EXXFD275506	E5417D	Rotator	90000	Crockett's Towing
49	2015	Kenworth T370	2NKH1J7X7FM451411	E8951D	Medium Wrecker	80000	Crockett's Towing
74	2015	Peterbilt 382	2XP9AJB3FM293754	41BMSI	Medium Wrecker	54999	Crockett's Towing
35	2015	Ford F-650	3FRNX6FCXV643772	E5519D	Lght duty	25999	Crockett's Towing
26	2015	Ford F-650	3FRNX6FC2FV716598	E5969D	Lght duty	25999	Crockett's Towing
42	2015	Ford F-650	3FRNX6FC1FV728829	E7603D	Lght duty	25999	Crockett's Towing
43	2015	Ford F-650	3FRNX6FCXV726826	E7603D	Lght duty	25999	Crockett's Towing
44	2015	Ford F-650	3FRNX6FC4FV718241	E7601D	Lght duty	25999	Crockett's Towing
45	2015	Ford F-650	3FRNX6FC6FV718239	E7598D	Lght duty	25999	Crockett's Towing
46	2015	Ford F-650	3FRNX6FC6FV718242	E6703D	Lght duty	25999	Crockett's Towing
40	2015	Peterbilt 348	2NP3LJ0X0FM254925	P7596B	Industrial Carrier	61999	Crockett's Towing
T10	2016	Fontaine Lowboy	57JE5307G3572533	344BCZ	Trailer	27110	Crockett's Towing
T12	2016	Fontaine	57JE53301G3573794	6E14CR	Trailer	22086	Crockett's Towing
T20	2016	Fontaine	57JE5308G3572363	QA12FC	Trailer	25385	Crockett's Towing
T20A	2018	Fontaine	57JL29107G3572560	QA14FC	Trailer	8510	Crockett's Towing
T20B	2016	Fontaine slinger	57JM05105G3572365	QA13FC	Trailer	2830	Crockett's Towing
38	2016	Peterbilt 389	1XPX4EX8GD317050	P8123C	Tractor	80000	Crockett's Towing
39	2016	Peterbilt 389	1XPX4EX8GD282112	P8124C	Tractor	80000	Crockett's Towing
47	2016	Peterbilt 389	1XPX4EX8GD317159	JD24AA	Tractor	80000	Crockett's Towing
179	2016	Freightliner	3AKJGLDV9GSH C2363	N0B225	Tractor	80000	Crockett's Towing
48	2017	Peterbilt 389	1NPX4EX3HD388474	N3387X	Heavy Wrecker	80000	Crockett's Towing
P87	2018	Kenworth T880	1NKZ4TX2LJ206935	E4582D	Heavy Wrecker	80000	Crockett's Towing
50	2018	Peterbilt 389	1NPXL49X3JD409034	E3201C	Medium	80000	Crockett's Towing
51	2018	Peterbilt 567	1NPCL40X3JD409023	E8960D	Heavy Wrecker	80000	Crockett's Towing
75	2019	Freightliner	3AKJH4FG2KSL0479	54DBVS	Tractor	80000	Crockett's Towing
P91	2019	Dodge 5500	3C7WRMML9KG648163	E6389E	Lght duty	26000	Crockett's Towing
60	2020	Kenworth	1NKVM4TX5LR419496	E3961E	Rotator	80000	Crockett's Towing
63	2021	Peterbilt 389	1XPX4EX2MD756689	QDHY43	Tractor	80000	Crockett's Towing
64	2021	Peterbilt 389	1NPXL49XMD718058	E8714E	Heavy Wrecker	80000	Crockett's Towing
61	2021	Ford F 650	1FDW9XDE1MDF00497	E6388E	Lght duty	26000	Crockett's Towing
T87	2021	Lando I 440B	1UJ440W10M1B30977	QA00KH	Trailer	17000	Crockett's Towing
T21	2022	Fontaine	57JE5330G3571276	QA70MH	Trailer	24793	Crockett's Towing
65	2022	Peterbilt 389	1XPX4EX8ND768579	QWRJ75	Tractor	80000	Crockett's Towing
69	2022	Peterbilt 389 sleeper	1XPX4EX8ND792215	JD25AA	Tractor	80000	Crockett's Towing
70	2022	Peterbilt 389	1XPX4EX8ND830358	JD25AA	Tractor	80000	Crockett's Towing
68	2022	Peterbilt 389S 5130	1NPXL49X8ND785310	E9012E	Medium Wrecker	90000	Crockett's Towing
65	2022	International century 21	1HTELMMLSNH253297	E8920E	Lght duty	26000	Crockett's Towing
67	2022	International century 21	1HTELMMLSNH1053292	E8019E	Lght duty	26000	Crockett's Towing
71	2022	International navstar	1HTELMMLSNH657942	E9440E	Lght duty	25999	Crockett's Towing
72	2022	International navstar	1HTELMMLSNH842727	E9441E	Lght duty	25999	Crockett's Towing
T21	2022	Fontaine Tri-axle	57JE5330G3571276	QA70MH	Trailer	24793	Crockett's Towing
76	2023	Peterbilt 567 daycab	1XPCL49X0PD829967	69DCYP	Tractor	80000	Crockett's Towing
78	2023	Peterbilt 389	1XPX4EX7PD892529	AB33AJ	Tractor		Crockett's Towing
83	2023	International	3HAEUML8PL629052	BJ89AJ	Medium Wrecker	65000	Crockett's Towing
84	2023	Peterbilt	1NPX4TXSPD688906	BJ75AJ	Rotator	90000	Crockett's Towing
T23	2023	Fontaine	57JE53304P3541919	QA630S	Trailer	24676	Crockett's Towing
		Sign Board	ALHARD 0011A804		Equipment		Crockett's Towing
E123	2007	Kenworth	1XKDD49X77J901260	E3051D	Tractor	90000	Emerald Towing
ET 62	2008	Fontaine	5F11S1019A1001283	KHK26	Trailer		Emerald Towing
ET-G1	2009	Pace Wrecker	4FPAB2824PG002202	HCFX98	Trailer		Emerald Towing
ET-60	2010	Home made	NOVN0200868558	50A15Y	Equipment Trailer		Emerald Towing
E120	2012	Peterbilt	2NP2H1N7X7CML41588	E1432E	Heavy Wrecker	54000	Emerald Towing
E124	2015	Ford F550	1FD0X9-TXFED10476	D2033C	Lght duty	19900	Emerald Towing
E125	2016	International	1HTMMMNXGH219372	E8549E	Lght duty	35000	Emerald Towing
E127	2017	International	1HTMMMLL2H1652136	E1052E	Lght duty	25500	Emerald Towing
E128	2017	International	1HTMMMLL2H1652135	E3414D	Flatbed	25500	Emerald Towing
E129	2017	International	1HTMMMLL1H1644611	E9151E	Flatbed	25500	Emerald Towing
E130	2017	Ford F550	1FDX6A1Y01-DB00284	D2257C	Flatbed	26000	Emerald Towing
E132	2018	Dooge 5500	3C7WRMMLBJG291393	E1049E	Wrecker	19900	Emerald Towing
ET-102	2019	Trailax	1DASFC029LP022813	8075CR	Trailer		Emerald Towing
E131	2019	Peterbilt 568	2NP3LJ0X1KM267136	P4379B	Lght duty	54999	Emerald Towing
E134	2019	Peterbilt 567	1NPCL40X2D775365	D399RC	Wrecker	80000	Emerald Towing
E135	2020	Freightliner M2	1FVACWFCGLHXK3907	E1056E	Lght duty	26000	Emerald Towing
E136	2020	Kenworth T270	2NKH1M0K7LM389197	E5670E	Flatbed	26000	Emerald Towing
E137	2020	International MV	1HTELMMANLH307122	E1047E	Flatbed	33000	Emerald Towing
E138	2021	Kenworth T880	1XKZ4EX4M441702	QCIR27	Tractor	90000	Emerald Towing
E139	2021	International	1HTELMMN8MI1510594	E5639D	Wrecker	33000	Emerald Towing
E140	2022	Freightliner M2	1FVACXFE0N1MX6379	E8831E	Industrial Carrier	33000	Emerald Towing
E141	2022	Dooge Ram	3C7WRMML2NG103361	D1072D	Lght duty	17500	Emerald Towing

Asset ID	Year	Make/Model	VIN	Equipment	Value	Location
597	1972	Semi Dollies				Kauffs of FI Pierce
595	1992	International	1H-TSDPBR9NH-417159	P8119C	MOT Box Truck 54000	Kauffs of FI Pierce
NA	2003	Forc Yard Truck Only	1FDAF56P34EAB7756		Service vehicles 10800	Kauffs of FI Pierce
594	2004	Crol	5MMBL061735002222	241PMM	Sign Trailer 525	Kauffs of FI Pierce
645	2005	Fontaine	1L9SL825951236231	QA90LI	Trailer 19220	Kauffs of FI Pierce
144	2005	Forc F-150	1FTRX12W75NA19116	DXEV35	Pickup truck 4904	Kauffs of FI Pierce
519	2005	Talbert TL	40FAK051551024387	C1245V	Trailer	Kauffs of FI Pierce
591	2006	Ford	1FDXE45S88H-A60253	I-WEW53	MOT Cube Truck 4837	Kauffs of FI Pierce
327	2006	Talbert	40FSK674791025279	C8482W	Trailer 21600	Kauffs of FI Pierce
520	2006	Talbert	40FSK674961025378	C2100X	Trailer 23060	Kauffs of FI Pierce
590	2006	Impo MOT	1Z9BU02006J213846	240PMM	Trailer 1950	Kauffs of FI Pierce
622	2007	Talbert	40FSK64X71026090	9916CA	Trailer 27450	Kauffs of FI Pierce
328	2007	Talbert	40FSK64X71026090	2923CW	Trailer 23610	Kauffs of FI Pierce
624	2007	Talbert	40FG632471027959	0685CC	Trailer 19480	Kauffs of FI Pierce
525	2008	Ford	1FTWW33R38EDG2095	WXD111	Pickup truck 7999	Kauffs of FI Pierce
599	2009	Sterling	2FZH-AWCY59AA09517	E0342E	Rolloff 54999	Kauffs of FI Pierce
581	2010	Ford	3FRX77F16AV774804	95BJJE	Service vehicles 54999	Kauffs of FI Pierce
557	2011	Peterbilt 1075R	1NPKX4EX3DD125758	E8672D	Rotator 80000	Kauffs of FI Pierce
539	2012	Dodge Wheelift	3C7WDKALXG316527	BJ70AJ	Lght duty 16000	Kauffs of FI Pierce
541	2013	Hino Carrier	5PYNJUN0D4551269	BJ72AJ	Lght duty 25999	Kauffs of FI Pierce
630	2014	Talbert	40FSK3222E1052882	3373CK	Trailer 35880	Kauffs of FI Pierce
544	2014	Freightliner Carrier	1FVACWDT0E1FL8099	E073TD	Lght duty 26000	Kauffs of FI Pierce
545	2014	Freightliner Carrier	1FVACWDT2EHF19118	E345GD	Lght duty 25000	Kauffs of FI Pierce
546	2014	Freightliner Carrier	1FVACWDT4E1H19119	E073BD	Lght duty 26000	Kauffs of FI Pierce
547	2014	Hino Carrier	5PYNJUN19E551403	E1905D	Lght duty 25999	Kauffs of FI Pierce
A-T358	2015	Dakota	1DADLD037FM321746	B119CM	Trailer 20460	Kauffs of FI Pierce
156	2015	Peterbilt	1NPKX4EX7FD285644	E345SD	Heavy Wrecker 80000	Kauffs of FI Pierce
589	2015	HRTV	5E2B11629F1051902	IT91AP	Trailer 2450	Kauffs of FI Pierce
390	2016	Freightliner	3AKKEDV7GDHC4182	DZNK44	Tractor 80000	Kauffs of FI Pierce
590	2016	Freightliner	3AKJLQDVTGSHC2352	NRPG35	Tractor 90000	Kauffs of FI Pierce
161	2016	Kenworth	1XKZP4TX1GJ493541	JD12DE	Tractor 80000	Kauffs of FI Pierce
554	2016	Peterbilt	1NPBL48X7GD347523	E2853D	Medium Wrecker 80000	Kauffs of FI Pierce
593	2016	John Deere Skid Steer	777747		Equipment	Kauffs of FI Pierce
555	2018	Peterbilt	1NPKX4TX8KD275145	E7596D	Rotator 80000	Kauffs of FI Pierce
550	2018	Kenworth	1NKZX4EX9LJ187183	E1678E	Heavy Wrecker 80000	Kauffs of FI Pierce
598	2019	LITK Trailer	4ZEG14024K1190801	X088R	Trailer 9880	Kauffs of FI Pierce
535	2019	Hino Rollback	5PYNJUN1K4555576	E6954D	Lght duty 25000	Kauffs of FI Pierce
172	2020	Volvo	4V4NG9EJLJL253151	JD18BE	Tractor 80000	Kauffs of FI Pierce
551	2021	Peterbilt	1NPKL49X4MD719050	E6715E	Medium Wrecker 90000	Kauffs of FI Pierce
595	2021	ECNO Skid Steer Trailer	42EDFK2XM1000425	53ANPK	Equipment 6200	Kauffs of FI Pierce
642	2022	Landol	1LU190V10N1E32906		Trailer	Kauffs of FI Pierce
552	2022	International	1HTELMLLBNH151314	E8978E	Medium 54999	Kauffs of FI Pierce
524	2022	International	1HTELMLLBN1593933	BJ26AA	Lght duty 25999	Kauffs of FI Pierce
464	2022	Peterbilt 389 tandem	1XPXD49X2ND830357	JD21BE	Tractor 80000	Kauffs of FI Pierce
476	2022	Peterbilt Tr Axle	1XPXP4EX4ND830356	JD22BE	Tractor 80000	Kauffs of FI Pierce
556	2023	International Invasor	3FAEUMML0PL618465	BJ05AJ	Lght duty 25999	Kauffs of FI Pierce
558	2023	International	3FAEUMML2PL618466	E9762E	Lght duty 25999	Kauffs of FI Pierce
553	2023	Peterbilt	1NPKL40XGPD854433	BJ76AJ	Wrecker 90000	Kauffs of FI Pierce
103	1991	Utility	40FWK7047M1009016	C7151N	Trailer	Kauffs of WPB
105MOT	1995	International	1T TSCAALBS1230844	IE70VT	Wrecker 25500	Kauffs of WPB
186	1995	Load King	1B4L60360S1119396	C288R1	Trailer 20200	Kauffs of WPB
614	1996	Talbert	40FW05136T1014075	9544CG	Trailer 24500	Kauffs of WPB
525	2000	Forc F 150	1FTRF17W9YNA81102	267RWZ	Pickup truck 4670	Kauffs of WPB
708	2003	Trailer King Lowboy	1TKJ051343B122825	5885CM	Trailer 21340	Kauffs of WPB
187	2005	Fontaine	4LFG482053527331	2039CB	Trailer 22375	Kauffs of WPB
188	2005	Fontaine	4LFG482053527241	C7170X	Trailer 22575	Kauffs of WPB
187A	2005	Fontaine 3rd Axle	4LFM051053527789		Trailer	Kauffs of WPB
188A	2005	Fontaine 3rd Axle	4LFM0510153527781		Trailer	Kauffs of WPB
198	2006	Talbert	40FG632061054923	3730CB	Trailer 19480	Kauffs of WPB
106	2007	International	1HTMMAAN471438136	D4467C	Medium Wrecker 54999	Kauffs of WPB
105A	2007	Crane Trailer	4MJUB7147E046014	KQVZ12	Risc 4070	Kauffs of WPB
622A	2007	Talbert	40FAK051171025091	9917CA	Trailer 7500	Kauffs of WPB
622B	2007	Talbert	40FAK051371026092	5825CX	Trailer 7500	Kauffs of WPB
121	2007	International	1H-TMMAAL97H407141	E5485D	Lght duty 25500	Kauffs of WPB
363	2007	Kenworth	1XKDD40X37J177757	JD19CK	Tractor 80000	Kauffs of WPB
177	2007	Kenworth	1XKDD40X17J177756	JD09BE	Tractor 90000	Kauffs of WPB
626	2008	Talbert	40FTK754781028537	0688CC	Trailer 27740	Kauffs of WPB
627	2008	Talbert	40FWK718881059574	C5806S	Trailer 83500	Kauffs of WPB
628	2008	Talbert Jeep	40FJ0343381029523	C5807S	Trailer 11280	Kauffs of WPB
629	2008	Talbert Booster	40FAK203481029525	C5805S	Trailer 2500	Kauffs of WPB
132	2012	Dodge Wheel lift	3C7W0KBL1CG168895	D3514C	Lght duty 16500	Kauffs of WPB
133	2013	Hino Carrier	5PYNJUN2D4551273	E7252D	Lght duty 25999	Kauffs of WPB
631	2014	Talbert	40FTK4829E1032884	3386CK	Trailer 23820	Kauffs of WPB
632	2014	Talbert	40FAK0414E1032885	3387CK	Trailer 2500	Kauffs of WPB
633	2014	Talbert Jeep	40FJ02738E1032886	3385CK	Trailer 9560	Kauffs of WPB
116	2014	Hino Carrier	5PYNJUN7E4551447	E1904B	Lght duty 25999	Kauffs of WPB
117	2014	Hino Carrier	5PYNJUN7E4551446	E1905B	Lght duty 25999	Kauffs of WPB
637	2014	Fontaine	13N1482C4E156184		Trailer	Kauffs of WPB
630A	2014	Talbert Stinger	40FAK0512E1032893		Trailer	Kauffs of WPB
709	2015	Fontaine Lowboy	57JE52306F3572360	QA62JU	Trailer 21640	Kauffs of WPB
634	2015	Talbert	40FSK4923F1034416	9863CR	Trailer 36400	Kauffs of WPB
635	2015	Talbert	40FTK5122F1034414	3994CP	Trailer 39760	Kauffs of WPB
634A	2015	Talbert	40FAK0513F1034417	9862CR	Trailer 2680	Kauffs of WPB
635A	2015	Talbert	40FAK051X1034415	3995CP	Trailer 2660	Kauffs of WPB
136	2015	International	3H-AMMMML0FL689780	E3457D	Lght duty 25500	Kauffs of WPB
137	2015	International	3H-AMMMML2FL689791	E3456D	Lght duty 25500	Kauffs of WPB
105	2015	Freightliner F-D Carrier	1FVHCYCYX1GK3735	E3454D	Industrial Carrier 55000	Kauffs of WPB
113	2016	Fontaine	57JM05102G35P0993	9166CN	Trailer 2810	Kauffs of WPB
549	2016	Peterbilt	2NPKLJUX93M358031	E7250D	Industrial Carrier 55000	Kauffs of WPB
160	2016	Kenworth	1XKZP4TX1GJ493540	JD11BE	Tractor 80000	Kauffs of WPB

152	2016	Peterbilt	1NPBL49X9GD347574	E8529D	Medium Wrecker	54320	Kauffs of WPB
163	2016	Kenworth	1XKZP4TX7GJ493543	JD14BE	Tractor APP	80000	Kauffs of WPB
154	2017	International Rotator	3F-TDAPT2HN508006	E67E2D	Rotator	80000	Kauffs of WPB
138	2017	International	1HTMMMLL8H4487854	E9030D	Lght duty	25000	Kauffs of WPB
139	2017	International	1HTMMMLL4H4487852	E9029D	Lght duty	25000	Kauffs of WPB
648	2017	Talbert	40FG0502311035495	89AYEA	Trailer	20860	Kauffs of WPB
465	2017	Western Star	5KJNABD16HPJF0875	JD15BE	Tractor	90000	Kauffs of WPB
128	2018	Hino Carrier	5PVNJ8JNJA4S53196	E0441E	Lght duty	26000	Kauffs of WPB
129	2018	Hino Carrier	5PVNJ8JNJA4S53167	E2243C	Lght duty	26000	Kauffs of WPB
636	2018	Dakota	1DADLD039JMD22261	2914815	Trailer		Kauffs of WPB
140	2020	Dodge Ram	3C6UR5TLXLG233396	PZXX54	Pickup truck	10000	Kauffs of WPB
122	2020	Dodge Wheel lift	3C7WRKAL4LG121928	E6705E	Lght duty	16500	Kauffs of WPB
123	2020	Hino Carrier	5PVNJ8JNJA4S54253	E6367E	Lght duty	26000	Kauffs of WPB
127	2020	Hino Carrier	5PVNJ8JNJA4S54190	E6369E	Lght duty	25999	Kauffs of WPB
166	2020	Volvo	4V4NG9EJ4JLN258458	JD20BE	Tractor	90000	Kauffs of WPB
167	2020	Volvo	4V4NG9EJ4JLN258458	JD19BE	Tractor	90000	Kauffs of WPB
173	2020	Volvo	4V4NG9EJ4JLN253152	JD17BE	Tractor	80000	Kauffs of WPB
174	2020	Volvo	4V4NG9EJ11LN253153	JD16BE	Tractor	80000	Kauffs of WPB
639	2021	Lando I	1LH-440WH1M1B30177	QA603F	Trailer	17100	Kauffs of WPB
641	2021	Lando I	1LH-440WH2M1B30978	QA17KS	Trailer	17100	Kauffs of WPB
648	2021	Fontaine	57JES3207M3578003	QA41TK	Trailer	20525	Kauffs of WPB
151	2021	Peterbilt	1NPXL49X4MD719081	E7313E	Medium Wrecker	54600	Kauffs of WPB
179	2023	Peterbilt 389	1NPXX4TXDP854435	E2601E	Heavy Wrecker	80000	Kauffs of WPB
124	2023	Hino carrier	5PVNJ7BS7P5T50166	BJ06AJ	Lght duty	25999	Kauffs of WPB
125	2023	Hino carrier	5PVNJ7BSXP5T50100	BJ07AJ	Lght duty	25999	Kauffs of WPB
560	2023	Kenworth T880	1XKZP4TX6P1263475	JD47DV	Wrecker	80000	Kauffs of WPB
650	2023	Fontaine 60LLC	57JES3300P35A1920	QA64QS	Trailer	24876	Kauffs of WPB
651	2023	Fontaine 55HFLD	57JES3306P35A1923	QA93TM	Trailer	24495	Kauffs of WPB
159		John Deere Skid Steer	1T0323KEEJF279612		Equipment		Kauffs of WPB
41	2000	Trial King	1TKA04833YM021318	1976CQ	Trailer	21680	Professional Towing
P20	2000	Kenworth T800	3WKDD09X9YF942318	CGT102	Tractor	80000	Professional Towing
P65	2001	Kenworth W900	1XKXVD0XX1J879529	GOSK07	Tractor	80000	Professional Towing
P70	2003	Kenworth T800	1NKDLL9X43J708667	GKTB99	Industrial Carrier	65000	Professional Towing
	2004	Crol	5MWDL82624S002036	6172CY	Skidsteer Trailer	6850	Professional Towing
A42	2005	Freightliner	1FVACWDC79H-N85238	P4848B	Wrecker	45999	Professional Towing
P103	2005	Chevrolet	1GBD5146868280973	53BCDD	service truck	3182	Professional Towing
P83	2007	Ford F 450	1FDXF69P1E6A68758	DLDH43	Risc	16000	Professional Towing
P24	2010	Kenworth W900	1XKWP4TX6AJ275930	NHCK38	Tractor	80000	Professional Towing
P62	2011	Dodge 4500	3DGWAGE188G951200	E8106D	Lght duty	16000	Professional Towing
	2011	Wells Road Force	1W4200F28B1188069	1875CP	Risc	7000	Professional Towing
P29	2012	Kenworth W900	1XKXVD49X3CJ310748	N9099V	Tractor	80000	Professional Towing
105	2012	Utility	1LYYS248RCJM949111	QA78ZB	Trailer	19000	Professional Towing
37	2014	Lando I	1LH440V14E1020871	7096CM	Trailer	17100	Professional Towing
40	2014	Lando I	1LH440WH3E1020987	1383CP	Trailer	17100	Professional Towing
P35	2015	Ford F 650	3FRWF6FC1FV718238	E5834D	Lght duty	25999	Professional Towing
P43	2015	Kenworth T890	1NKZLP9X3FJ445468	E8072A	Industrial Carrier	65000	Professional Towing
P36	2015	Dodge 9500	3C7WRMAL7FG643696	D2165C	Rollcock	19500	Professional Towing
45	2016	Fontaine	57JES3309G3572621	5179CP	Trailer	21640	Professional Towing
46	2016	Lando I	1LH440WH2G1A22851	5234CP	Trailer	17100	Professional Towing
60	2016	Fontaine Detach	57JES3302G3573240	4554CX	Trailer	22401	Professional Towing
505	2016	Fontaine Stinger	57JMJ05107G35P1055	5CP	Trailer	2810	Professional Towing
P79	2016	Peterbilt 567 EH	1NPCL-EX1GD349186	E8824D	Rotator	80000	Professional Towing
P47	2016	Kenworth T880	3WKDP4TXG6F491209	NMKP76	Tractor	80000	Professional Towing
P48	2016	International 4300	1HTMMMLL4GH416195	E6108D	Lght duty	54999	Professional Towing
P49	2016	International 4300	1HTMMMLL6GH416196	E6109D	Lght duty	54999	Professional Towing
P104	2016	Kenworth T800	3WKDP9X7GF121412	16DBFS	Tractor	80000	Professional Towing
73	2016	Lando I	1LH440WH19G1A23034	5103CR	Trailer	17100	Professional Towing
74	2017	Fontaine 65 Ton	57JES3300F-3574114	4741CS	Trailer	22401	Professional Towing
82	2017	Fontaine 65 Ton	57JES3300I13574358	2637CT	Trailer	22200	Professional Towing
84	2017	Fontaine Stinger	57JMJ05102H-35P1210	4807CS	Trailer	2810	Professional Towing
P81	2017	Peterbilt 389	1NPXX4TX4H-0398740	E5827D	Rotator	80000	Professional Towing
P03	2017	International 4300	1HTMMMLL3HH636476	E3900E	Lght duty	54999	Professional Towing
P68	2017	International 4300	1HTMMMLL8H655675	E8431D	Lght duty	54999	Professional Towing
P85	2017	chevrolet	1GCNCEC3F195564	45B7ZJ	Pickup truck	4635	Professional Towing
75	2017	Lando I	1LH440WHXH1A23831	4739CS	Trailer	17000	Professional Towing
92	2019	Lando I	1LH-440WH1GK1B27039	2651CY	Trailer	17100	Professional Towing
P99	2019	Freightliner	3AKJGEFG44DKK3517	39BYTO	Tractor	80000	Professional Towing
P88	2020	Freightliner 4 Car 1 auer	1FVACXFEXLHKK0979	E7147E	Car Carrier	54999	Professional Towing
94	2020	Ladwell	1L9GAT2A1LL032805	QA07TM	Trailer	17760	Professional Towing
P89	2020	Peterbilt 389/5130	1NPXL49X6MD719051	E3903E	Medium	80000	Professional Towing
P90	2020	Peterbilt 389/9055	1NPXL40X1LD632733	E3902E	Heavy Wrecker	80000	Professional Towing
P92	2020	Peterbilt 389	1XPXP4-EXJMD756683	QDI1Y44	Tractor	80000	Professional Towing
P96	2021	Peterbilt 389	1NPXX4EX3MD751808	E5705D	Rotator	80000	Professional Towing
P100	2022	Peterbilt 389 EXT	1NPXX4TX9AD823395	D1469D	Rotator	80000	Professional Towing
P97	2022	Navistar 12 ton	1HTELMLL8NH151315	E8979E	Medium	54999	Professional Towing
P93	2022	Peterbilt 389	1XPXP4EX5ND768580	CWRJ4B	Tractor	80000	Professional Towing
P94	2022	International century 21	1HTELMLL3NH253296	E8923E	Lght duty	29000	Professional Towing
P95	2022	International century 21	1HTELMLL8NH253293	E8824E	Lght duty	29000	Professional Towing
P98	2022	Freightliner M2 4car	1FVACXFEN1ID6146	E8900E	Car Carrier	54999	Professional Towing
93	2023	Fontaine	57JES3308P35A1924	QA93TM	Trailer	24499	Professional Towing
P101	2023	Peterbilt 389	1XPXP4EX8P0671381	72DXCI	Tractor	80000	Professional Towing
P102	2023	Peterbilt 9055	1NPXL40X7ND810888	D8342C	Heavy Wrecker	80000	Professional Towing
R11	2016	Dodge 4500	3C7WRKAL3GG162797	D2893C	Lght duty	16000	RiteWay Towing
R12	2017	Freightliner M2	1FVACWDT2HH-50424	D3994C	Lght duty	25500	RiteWay Towing
P80	2017	Peterbilt 378 EH	1NPXL40XGH0388477	D2052C	Heavy Wrecker	80000	RiteWay Towing

## DETAILED PROPOSAL - STORAGE FACILITY AND LOCATIONS



Loscalzo Properties, owned by Sean Loscalzo, the President of A Superior Towing, owns the four-acre properties at 2385 and 2257 SW 66 Terrace Davie, FL 33317. A Superior Towing leases the properties from the Loscalzo family who have been dedicated to the business for thirty-four years. Kauff's of Miami, located at 2435 Ali Baba Ave Opa-Locka, FL 33054, is owned by the President of Guardian Fleet Services, Francis G Russell, and leases it to Kauff's of Miami.



The storage lot at 2385 SW 66 Terrace is surrounded by an eight-foot concrete wall with steel gates which open and close automatically. The facility at 2251 and 2257 is surrounded by a brand-new commercial chain link fence seven feet high with barbed wire. Both facilities share HOLD storage with other departments with access by only authorized personnel, and some of the HOLD storage is co-mingled when on long term HOLD inside storage. A Superior Towing can isolate vehicles in HOLD storage, if necessary, to a smaller single bay with the capacity for one to three vehicles and apply investigative tape to all the openings to ensure only your department has access. It will depend on the needs for your department, and your investigative needs required. We can always improvise and adapt with over 41,000 square feet of inside

storage and a total of four large buildings within our terminal. All the inside storage spaces have network cameras for our staff to monitor. Both facilities have twenty-four-hour security video surveillance covering inside and outside. The Network Video Recorder (NVR) surveillance system has four terabytes of space on several drives storing video and audio for approximately one month. These forty plus NVR cameras allows our staff to monitor the interactions with customers and keep a watchful eye on all the vehicles in any of our facilities. The data or playback is easy to access from a computer or mobile device from anywhere.



All the facilities have LED parking lot lighting illuminating the storage facilities. All sites have staff operating 24 hours a day monitoring the security systems. We have approximately 25,000 square feet of indoor storage that is dedicated to storage of vehicles only. We also have an air-conditioned indoor area for law enforcement to inspect vehicles in comfort with several desks to utilize during the process.

Typically, towing companies are in an area people could feel a little less safe. A Superior Towing is in a very safe location with Nova College to the South, and I-595 to the North; our location is not surrounded by any high crime areas having a higher-than-normal crime rate. We have had no break-ins resulting in property stolen from vehicles, only those trying to access their own vehicle over the last three decades.

Our facility can handle seventy-plus vehicles for inside storage and 500 vehicles outside. Our properties are all paved and have sufficient room to walk around each vehicle. We have an identification system that when walking through the yard you can identify all the pertinent information from a glance on a vehicle. This helps the yard personnel in identifying vehicles to allow owners or agents to access. We do require closed toed shoes to access the facility for safety reasons. We often bring cars out to the front parking lot with one of the several forklifts we have that are specifically designed for vehicle lot management to people that are handicapped or have been injured in a crash. We make sure that we are providing a safe environment to those who visit our facility.

# Proposer's References



<b>Client Name</b>	<b>Town of Davie</b>	<b>Address</b>	6591 Orange Drive Davie FL 33314
<b>Contact Person</b>	Rick Lemack <i>City Manager</i>	<b>Dates of Service</b>	July 2014-Present
<b>Contact Phone Number and Email</b>	954-797-1016 <a href="mailto:Richard.Lemack@davie-fl.gov">Richard.Lemack@davie-fl.gov</a>	<b>Description of Service</b>	Provide Citywide Towing Services for Police and Fire departments as well as City fleet
<b>Client Name</b>	<b>City of Hollywood</b>	<b>Address</b>	3250 Hollywood Boulevard Hollywood FL 33021
<b>Contact Person</b>	Chris O'Brien <i>Chief of Police</i>	<b>Dates of Service</b>	August 2006-Present
<b>Contact Phone Number and Email</b>	954-967-4300 <a href="mailto:cobrien@hollywoodfl.org">cobrien@hollywoodfl.org</a>	<b>Description of Service</b>	Provide Citywide Towing Services for Police and Fire departments as well as City fleet
<b>Client Name</b>	<b>Town of Southwest Ranches</b>	<b>Address</b>	13400 Griffin Road Southwest Ranches FL 33330
<b>Contact Person</b>	Andy Berns <i>Town Administrator</i>	<b>Dates of Service</b>	April 2010 – Present
<b>Contact Phone Number</b>	954-434-0008 <a href="mailto:aberns@southwestranches.org">aberns@southwestranches.org</a>	<b>Description of Service</b>	Provide Citywide Towing Services for Police and Fire departments as well as City fleet
<b>Client Name</b>	<b>City of Plantation</b>	<b>Address</b>	400 NW 73 Avenue Plantation FL 33317
<b>Contact Person</b>	Jason Nunemaker <i>Chief Administrative Officer</i> Howard Harrison <i>Chief of Police</i>	<b>Dates of Service</b>	September 2000 - Present
<b>Contact Phone Number</b>	954-797-2211 <a href="mailto:jnunemaker@plantation.org">jnunemaker@plantation.org</a> 954-797-2171 <a href="mailto:hharrison@psd.plantation.org">hharrison@psd.plantation.org</a>	<b>Description of Service</b>	Provide Citywide Towing Services for Police and Fire departments as well as City fleet

<b>Client Name</b>	Florida Highway Patrol Troop K	<b>Address</b>	1011 NW 111 Avenue Miami FL 33172
<b>Contact Person</b>	Roger Reyes <i>Captain</i>	<b>Dates of Service</b>	April 2009 - Present
<b>Contact Phone Number</b>	954-562-0686 <a href="mailto:rogerreyes@flhsmv.gov">rogerreyes@flhsmv.gov</a>	<b>Description of Service</b>	Provide Towing, Recovery, and Incident Management Services for the Florida Turnpike Enterprises
<b>Client Name</b>	Florida Highway Patrol Troop L	<b>Address</b>	14190 State Road 84 Davie FL 33325
<b>Contact Person</b>	James B Robinson <i>Lieutenant</i> Alvaro Feola <i>Captain</i>	<b>Dates of Service</b>	June 1991 - Present
<b>Contact Phone Number</b>	561-357-4016 <a href="mailto:Jamesb.robinson2@gmail.com">Jamesb.robinson2@gmail.com</a> 561-502-2040 <a href="mailto:alvarofeola@flhsmv.gov">alvarofeola@flhsmv.gov</a>	<b>Description of Service</b>	Provide Towing, Recovery, and Incident Management Services for I-595, I-75, Alligator Alley, and US 27 in Broward County

# OWNERSHIP OF FACILITIES

Parcel Details					
<b>Owner:</b>	LOSCALZO PROPERTIES LLC	<b>Account</b>	504137-01-1829	<b>Assessed value:</b>	\$1,559,180
<b>Situs:</b>	2385 SW 66 TER	<b>Alternate Key</b>	481038	<b>School assessed value:</b>	\$1,559,180
		<b>Millage code</b>	2412 - DAVIE 2412		
		<b>Millage rate</b>	19.99240		
2020 ANNUAL BILL		LEGAL DESCRIPTION		LOCATION	
<b>Ad valorem:</b>	\$31,596.72	NEWMAN'S SURVEY SUB NO 1 & 2 2-26 D 15-50-41 ALL THAT PART OF W 300 OF TRACTS 1,2 & 3 LYING N OF S BNDRY OF SEC 15 & S OF STATE RD 84, LESS N 1341.24 THEREOF & LESS W 15 THEREOF & LESS E 25 OF N 58.76 OF ABOVE DESC PARCEL & LESS POR DESC WITHIN OR 4816/548 FOR RD TIER 39		<b>Book, page, item:</b>	--
<b>Non-ad valorem:</b>	\$1,258.97			<b>Property class:</b>	
<b>Total Discountable:</b>	\$32,855.69			<b>Township:</b>	50
<b>No discount NAVA:</b>	\$0.00			<b>Range:</b>	41
<b>Total tax:</b>	\$32,855.69			<b>Section:</b>	37
		<b>Use code:</b>	48		

Broward County Records, Taxes & Treasury Div.  
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

Parcel Details					
<b>Owner:</b>	LOSCALZO PROPERTIES LLC	<b>Account</b>	504137-01-1835	<b>Assessed value:</b>	\$1,862,116
<b>Situs:</b>	2251 SW 66 TER	<b>Alternate Key</b>	481043	<b>School assessed value:</b>	\$1,862,116
		<b>Millage code</b>	2412 - DAVIE 2412		
		<b>Millage rate</b>	19.99240		
2022 TAX AMOUNTS		LEGAL DESCRIPTION		LOCATION	
<b>Ad valorem:</b>	\$37,496.61	NEWMAN'S SURVEY SUB NO 1 & 2 2-26 D 15-50-41 THAT PT OF N 107 OF S 500 OF N 302 31 OF ALL THAT PT OF W 300 OF PT OF TRS 1,2 & 3 LYING S OF S R/W 1 OF ST RD 84, LESS W 15 & LESS E 25 THEREOF TIER 39		<b>Book, page, item:</b>	--
<b>Non-ad valorem:</b>	\$708.62			<b>Property class:</b>	
<b>Total Discountable:</b>	\$38,204.63			<b>Township:</b>	50
<b>Total tax:</b>	\$38,204.63			<b>Range:</b>	41
				<b>Section:</b>	37
		<b>Use code:</b>	48		

Broward County Records, Taxes & Treasury Div.  
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

Parcel Details					
<b>Owner:</b>	LOSCALZO PROPERTIES LLC	<b>Account</b>	504137-01-1829	<b>Assessed value:</b>	\$1,559,180
<b>Situs:</b>	2385 SW 66 TER	<b>Alternate Key</b>	481038	<b>School assessed value:</b>	\$1,559,180
		<b>Millage code</b>	2412 - DAVIE 2412		
		<b>Millage rate</b>	19.99240		
2020 ANNUAL BILL		LEGAL DESCRIPTION		LOCATION	
<b>Ad valorem:</b>	\$31,596.72	NEWMAN'S SURVEY SUB NO 1 & 2 2-26 D 15-50-41 ALL THAT PART OF W 300 OF TRACTS 1,2 & 3 LYING N OF S BNDRY OF SEC 15 & S OF STATE RD 84, LESS N 1341.24 THEREOF & LESS W 15 THEREOF & LESS E 25 OF N 58.76 OF ABOVE DESC PARCEL & LESS POR DESC WITHIN OR 4816/548 FOR RD TIER 39		<b>Book, page, item:</b>	--
<b>Non-ad valorem:</b>	\$1,258.97			<b>Property class:</b>	
<b>Total Discountable:</b>	\$32,855.69			<b>Township:</b>	50
<b>No discount NAVA:</b>	\$0.00			<b>Range:</b>	41
<b>Total tax:</b>	\$32,855.69			<b>Section:</b>	37
		<b>Use code:</b>	48		

Broward County Records, Taxes & Treasury Div.  
Broward County Tax Collector 115 S. Andrews Ave. Room A100 Fort Lauderdale, FL 33301

# LICENSING

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**  
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
 VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: SUPERIOR TOWING COMPANY  
 Business Name: SUPERIOR TOWING COMPANY  
 Receipt #: 326-325470  
 Business Type: TOWING SERVICE (800000)  
 Owner Name: STEVE LORENZINO  
 Business Location: 2351 SW 66TH TER DAVIE  
 Business Phone: 954-424-9781  
 Business Opened: 04/29/2022  
 State/County/Cert/Reg: 11-00001  
 Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		35		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
158.00	0.00	0.00	0.00	0.00	0.00	158.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

WHEN VALIDATED

Mailing Address:  
 STEVE LORENZINO  
 2351 SW 66TH TER  
 DAVIE, FL 33317-7134  
 Receipt #FWW-21-0248269  
 Paid 08/19/2022 165.33

2022 - 2023

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**  
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
 VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: SUPERIOR TOWING COMPANY  
 Business Name: SUPERIOR TOWING COMPANY  
 Receipt #: 326-325471  
 Business Type: TOWING SERVICE (800000)  
 Owner Name: STEVE LORENZINO  
 Business Location: 2351 SW 66TH TER DAVIE  
 Business Phone: 954-793-2903  
 Business Opened: 04/29/2022  
 State/County/Cert/Reg: 11-00001  
 Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		35		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
158.00	0.00	0.00	0.00	0.00	0.00	158.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

WHEN VALIDATED

Mailing Address:  
 STEVE LORENZINO  
 2351 SW 66TH TER  
 DAVIE, FL 33317-7134  
 Receipt #FWW-21-0248295  
 Paid 08/19/2022 159.33

2022 - 2023

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**  
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
 VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: SUPERIOR TOWING COMPANY  
 Business Name: SUPERIOR TOWING COMPANY  
 Receipt #: 326-325470  
 Business Type: TOWING SERVICE (800000)  
 Owner Name: STEVE LORENZINO  
 Business Location: 2351 SW 66TH TER DAVIE  
 Business Phone: 954-424-9781  
 Business Opened: 04/29/2022  
 State/County/Cert/Reg: 11-00001  
 Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		35		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
158.00	0.00	0.00	0.00	0.00	0.00	158.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

WHEN VALIDATED

Mailing Address:  
 STEVE LORENZINO  
 2351 SW 66TH TER  
 DAVIE, FL 33317  
 Receipt #FWW-21-0248289  
 Paid 08/19/2022 159.00

2022 - 2023

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**  
 115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
 VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: SUPERIOR TOWING COMPANY  
 Business Name: SUPERIOR TOWING COMPANY  
 Receipt #: 322-7279  
 Business Type: TOWING SERVICE (800000)  
 Owner Name: STEVE LORENZINO  
 Business Location: 2385 SW 66TH TER DAVIE  
 Business Phone: 954-793-2595  
 Business Opened: 06/17/1991  
 State/County/Cert/Reg: 11-00001  
 Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		3		

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	0.00	0.00	0.00	33.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

WHEN VALIDATED

Mailing Address:  
 SUPERIOR TOWING COMPANY  
 2385 SW 66TH TER  
 DAVIE, FL 33317  
 Receipt #FWW-21-0248269  
 Paid 08/19/2022 33.00

2022 - 2023



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kapnick Insurance Group 333 Industrial Dr Adrian MI 49221	<b>CONTACT NAME:</b> Misty Riley <b>PHONE (A/C, No, Ext):</b> 517-263-4600 <b>FAX (A/C, No):</b> 517-263-6658 <b>E-MAIL ADDRESS:</b> misty.riley@kapnick.com														
<b>INSURED</b> A Superior Towing Company Severe Incident Recovery Team LLC. 2385 Southwest 66 Terrace Davie FL 33317	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Interstate</td> <td>32620</td> </tr> <tr> <td>INSURER B : Endurance American Specialty</td> <td>41718</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Interstate	32620	INSURER B : Endurance American Specialty	41718	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : Endurance American Specialty	41718														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**      **CERTIFICATE NUMBER:** 995459252      **REVISION NUMBER:**

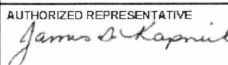
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab  GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GFA4430001-02	5/8/2022	5/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		GFA4430001-02	5/8/2022	5/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$		EXT30032219600	2/10/2023	5/8/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		GFW4430001-02	5/8/2022	5/8/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> Cargo/On Hook <input type="checkbox"/> Garagekeepers <input type="checkbox"/> Leased/Rented/Borrowed Equipment		GFC4430001-02 GFA4430001-02 LJ1000008-02	5/8/2022 5/8/2022 5/8/2022	5/8/2023 5/8/2023 5/8/2023	Per Truck Limit See Notes See Schedule 350,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**


Cargo & On-Hook Deductible: See Attached

Garagekeepers' Limits:  
 Loc: 2385 Southwest 66 Terrace, Davie FL 33317 -Limit \$1,000,000  
 Loc: 2251 - 2257 Southwest 66 Terrace, Davie, FL 33317 -Limit \$1,000,000  
 Loc: 2395 Southwest 66 Terrace, Davie, FL 33317 -Limit \$1,000,000  
 See Attached...


<b>CERTIFICATE HOLDER</b>  City of Cooper City 9090 SW 50 Place Cooper City FL 3328	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## ADDITIONAL SUPPORTING DOCUMENTS



**Police Department**  
Chris O'Brien, Chief of Police



City of  
**Hollywood**  
FLORIDA

tel: 954.587.4300  
fax: 954.587.4274


September 30, 2021

Re: Citywide Towing Services Bid #PD-21-03

Dear Mr. Gomes,


I am writing to you today in support of A Superior Towing, and Mr. Sean Loscalzo. For approximately 15 years, A Superior Towing has provided contractual towing services for the City of Hollywood. During the entire duration of A Superior Towing's contract, and subsequent contract renewals with the City of Hollywood, I have found them to exemplify professionalism and provide excellent customer service to both the City of Hollywood Police Department and victims of crime. Mr. Loscalzo has worked hard to ensure that A Superior Towing remains a leader in the towing industry by providing top notch equipment, training and certifications to their towing operators. What I particularly found impressive over the years, is that A Superior Towing always ensures that the City of Hollywood Police Department has the towing resources necessary to conduct a wide variety of operations and special events. Should you chose to contract A Superior Towing's services for your citywide towing needs, I am confident that you will be as equally impressed as I am.

Sincerely,



Assistant Chief Manuel I. Marino  
City of Hollywood Police Department

355C Hollywood Business  
PO Box 227045  
Hollywood, Florida  
33021-5667  
hollywoodfl.org



**FDOT**  
Florida Department of Transportation

Florida's Turnpike Enterprise  
P.O. Box 61,869, Ocoee, FL 34761  
407-532-3099

RON DESANIS  
GOVERNOR

KEVIN A. THIBAUT, P.E.  
SECRETARY

To Whom It May Concern:

This letter is to verify that ASuperior Towing Co. (operating as part of SIRT LLC), Broward County, has been a contracted towing vendor for Florida's Turnpike STARR (Specialty Towing and Roadside Repair) program since June 2009. They have been required, per their contract, to meet their required response time to FHP-dispatched calls at a 90% success level. Over the course of their 23,000+ calls, they have arrived on time 92% of the time. In addition, we have received nearly 950 positive customer feedback cards during this time.

Also of note, ASuperior Towing Co. (operating as part of SIRT LLC), participates in the Turnpike's heavy-duty wrecker program RISC (Rapid Incident Scene Clearance). They have been activated to clear sixty-two crash scenes, and have met their 90-minute clearance requirement 90% of the time.

Overall, their performance under these contracts is rated as excellent.

Sincerely,

*Jim Hilbert*  
Jim Hilbert  
Florida's Turnpike  
August 19, 2021

[www.fdot.gov](http://www.fdot.gov)

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of A SUPERIOR TOWING COMPANY, a corporation organized under the Laws of the State of Florida, filed on October 17, 1988, as shown by the records of this office.

The document number of this corporation is K39166.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
17th day of October, 1988.



CFRZE022 (5-87)

**Jim Smith**  
Secretary of State

# Required Attachments



ATTACHMENT A  
(Page 1 of 4)

# City of Cooper City, Florida

# Proposal Form

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## **TOWING SERVICES**

## **RFP 2023-1-FIN**

Proposal Due: Thursday, March 9, 2023

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For Information Contact:

The Purchasing Division  
9090 SW 50 Place  
Cooper City, Florida 33328  
(954) 434-4300, 268  
[Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov)

Release Date: Thursday, February 2, 2023

Submitted by: A Superior Towing Company  
(Company name)

**ATTACHMENT A**  
*(Page 2 of 4)*

**Project:** TOWING SERVICES  
**Contract Identification:** RFP 2023-1-FIN  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, Florida, 33328

1. The undersigned PROPOSER proposes and agrees, if this Bid/Proposal is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this Bid/Proposal and in accordance with the other terms and conditions of the contract documents.
2. Proposer accepts all of the terms and conditions of the advertisement of Request for Proposal and Instruction to Proposers including, without limitation, those dealing with the Bid/Proposal requirements. This Bid/Proposal will remain in full force for one hundred and twenty (120) days from the date of the Bid/Proposal opening. Proposer will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid/Proposal, Proposer represents, as more fully set forth in the Agreement that:
  - a. Proposer has examined copies of all plans, and bidding documents, contract specifications and instruction to proposers.
  - b. Proposer has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Proposer has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Proposer is entitled to rely.
  - d. Proposer has correlated the results of his/her studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Proposer has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Proposer.
  - f. This Bid/Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Bid, and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or the City.
4. Bid/Proposal Copies  
ONE (1) ORIGINAL (UNBOUND) COPY, THREE (3) BOUND PHOTOCOPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Proposal should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk.
5. Addenda, Additional Information - Contact Purchasing Division  
Any addenda or answers to written questions supplied by the City to participating Proposers become part of this Request for Proposal and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

**ATTACHMENT A**

(Page 3 of 4)

No negotiations, decisions or actions shall be initiated or executed by the Proposer as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from proposer that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the proposer.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City - Purchasing Division. Questions must be emailed to [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov), who may respond in kind with copies to all Proposers. **The deadline for submission of questions is Thursday, March 2, 2023 at 3:00 PM (EST).**

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

6. Checklist of documents to be included in submittal.

	Proposal Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form
	Certification
	Performance Bond (Upon Award)
	Equipment List (Owned and Leased)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

**ATTACHMENT A**

(Page 4 of 4)

**Proposer's Contact Information**

Name of Company: A Superior Towing Company  
Address: 2385 SW 66 Terrace  
Davie FL 33317  
Type of Business: Towing, Recovery and Storage  
Company's Website: www.asuperiortowing.com

---

Authorized Signatory Contact: Sean Loscalzo  
Title: President  
Tel: 954-703-2900 Mobile: 954-444-4814  
Email Address (Required): sean@asuperiortowing.com

---

Primary Contact: 954-797-2171  
Title: hharrison@psd.plantation.org  
Tel: 954-703-2900 Mobile: 954-444-4814  
Email Address (Required): sean@asuperiortowing.com

---

Additional Contact & Title: Daniel (DJ) Bingel  
Tel: 954-626-6600 Mobile: 386-623-1503  
Email Address (Required): dj@asuperiortowing.com

---

Remit to Address: cobrien@hollywoodfl.org  
Remit to Contact: Name: Lori Brinkerhoff Tel: 954-703-2595  
Remit to Email: lori@asuperiortowing.com

**ATTACHMENT B**  
**REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: City of Plantation  
ADDRESS: 400 NW 73 Avenue Plantation FL 33317  
CONTACT NAME & TITLE: Howard Harrison, Chief of Police  
TELEPHONE: 954-797-2171  
E-MAIL (REQUIRED): hharrison@psd.plantation.org  
CONTRACT PERIOD: FROM: September 2000 TO: Present

---

2. ENTITY/COMPANY NAME: Town of Davie  
ADDRESS: 6591 Orange Drive Davie FL 33314  
CONTACT NAME & TITLE: Rick Lemack, City Manager  
TELEPHONE: 954-797-1016  
E-MAIL (REQUIRED): richard\_lemack@davie-fl.gov  
CONTRACT PERIOD: FROM: July 2014 TO: Present

---

3. ENTITY/COMPANY NAME: Town of Southwest Ranches  
ADDRESS: 13400 Griffin Road Southwest Ranches FL 33330  
CONTACT NAME & TITLE: Andy Berns, Town Administrator  
TELEPHONE: 954-434-0008  
E-MAIL (REQUIRED): aberns@southwestranches.org  
CONTRACT PERIOD: FROM: April 2010 TO: Present

**This page shall be completed IN FULL and submitted with your bid/proposal.**

**ATTACHMENT C**

(Page 1 of 2)

**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 sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Sean Loscalzo, President

*(print individual's name and title)*

for: A Superior Towing Company

*(print name of entity submitting sworn statement)*

whose business address is: 2385 SW 66 Terrace Davie FL 33317

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0082057

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_).*

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

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

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

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

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

**ATTACHMENT C**  
(Page 2 of 2)

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

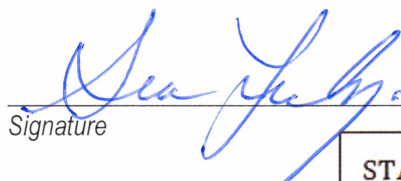
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

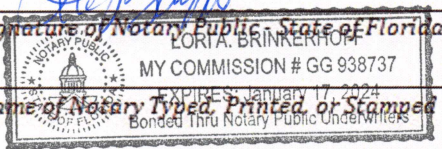
Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

  
Signature

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	<u>Broward</u>
Sworn to (or affirmed) and subscribed before me this <u>23</u> day of <u>March</u> , 20 <u>23</u> , by: <u>[Signature]</u>	
	Name of person making statement
(NOTARY SEAL)	
	Name of Notary Typed, Printed or Stamped
Personally Known <input checked="" type="checkbox"/>	OR Produced Identification <input type="checkbox"/>
Type of Identification Produced _____	

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Sean Loscalzo, President  
(print individual's name and title)

for: A Superior Towing Company  
(print name of entity submitting sworn statement)

whose business address is: 2385 SW 66 Terrace Davie FL 33317

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0082057  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

*Sean Loscalzo*  
Signature

STATE:	<b>FLORIDA</b>
COUNTY:	<u>Broward</u>
Sworn to (or affirmed) and subscribed before me this <u>23</u> day of <u>March</u> , 20 <u>23</u> , by: <u><i>Sean Loscalzo</i></u> <small>Name of person making statement</small>	
(NOTARY SEAL)	<u><i>Loria Brinkerhoff</i></u> <small>Signature of Notary Public - State of Florida</small>
Personally Known <u>PK</u> ✓	<b>OR</b> <u>Produced Identification</u>
Type of Identification Produced	<u>_____</u>

NOTARY PUBLIC - STATE OF FLORIDA  
LORIA A. BRINKERHOFF  
MY COMMISSION # GG 938737  
Name of Notary: Typed, Printed, or Stamped  
EXPIRES: January 17, 2024  
Bonded Thru Notary Public Underwrites



**ATTACHMENT E**

**BUSINESS ENTITY AFFIDAVIT**

I, Sean Loscalzo, President, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

65-0082057

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

A Superior Towing Company

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

2385 SW 66 Terrace

Davie

Florida 33317

Street Address

City

State

Florida on 17th October 1988

State and Date of Incorporation:

*Sean Loscalzo*  
Signature of Affiant

9th March 2023

Date

Sean Loscalzo, President

Print Name

STATE: **FLORIDA**  
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 23 day of March, 2023, by: *Sean Loscalzo*  
Name of person making statement

(NOTARY SEAL) *Sean Loscalzo*  
Signature of Notary Public, State of Florida  
MY COMMISSION # GG 938737  
EXPIRES: January 17, 2024  
Name of Notary Typed, Printed or Stamped  
Bordered This Notary Seal

Personally Known  AK OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. Not Applicable

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- |     |  |  |         |
|-----|--|--|---------|
| The | <u>954-797-1016</u><br><u>954-434-0008</u><br><u>richard_lemack</u><br><u>954-562-0696</u><br><u>abernethysouthw</u><br><u>rogemeyes@flr</u> | <ul style="list-style-type: none"> <li>(a) Maintaining, defending, or settling any proceedings.</li> <li>(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.</li> <li>(c) Maintaining bank accounts.</li> <li>(d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.</li> <li>(e) Selling through independent contractors.</li> <li>(f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders</li> <li>(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.</li> <li>(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.</li> <li>(i) Transacting business in interstate commerce.</li> <li>(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.</li> <li>(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.</li> <li>(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.</li> <li>(m) Owning, without more, real or personal property.</li> </ul> | list of |
|-----|--|--|---------|

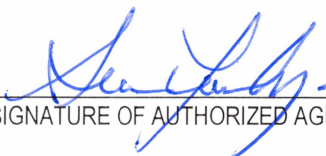
activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm in NOT a corporation:**

- (I)  Partnership, Joint Venture, Estate or Trust
- (II)  Sole Proprieties of Self Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

  
\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

Sean Loscalzo, President  
\_\_\_\_\_  
PROPOSER'S LEGAL NAME

**Attachment G**

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin:0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin:0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<p style="margin:0;"><b>Give Form to the requester. Do not send to the IRS.</b></p>																				
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A Superior Towing Company																						
<b>2</b> Business name/disregarded entity name, if different from above																						
Print or type. See Specific instructions on page 3.	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <table style="width:100%; margin-top: 5px;"> <tr> <td style="width:25%;"><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td style="width:25%;"><input checked="" type="checkbox"/> Corporation</td> <td style="width:25%;"><input type="checkbox"/> S Corporation</td> <td style="width:25%;"><input type="checkbox"/> Partnership</td> <td style="width:25%;"><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5" style="padding: 2px;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____                 </td> </tr> <tr> <td colspan="5" style="padding: 2px;"> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.                 </td> </tr> <tr> <td colspan="5" style="padding: 2px;"> <input type="checkbox"/> Other (see Instructions) ▶ _____                 </td> </tr> </table>		<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					<input type="checkbox"/> Other (see Instructions) ▶ _____				
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate																		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____																						
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<input type="checkbox"/> Other (see Instructions) ▶ _____																						
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																						
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional) City of Cooper City 9090 SW 50 Place																				
<b>6</b> City, state, and ZIP code																						
<b>7</b> List account number(s) here (optional)																						
<h4>Part I Taxpayer Identification Number (TIN)</h4> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; border: 1px solid black;">                 Social security number                  [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]             </td> <td style="width:50%; border: 1px solid black;">                 or                  Employer identification number                  6 5 - 0 0 8 2 0 5 7             </td> </tr> </table>			Social security number [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	or Employer identification number 6 5 - 0 0 8 2 0 5 7																		
Social security number [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	or Employer identification number 6 5 - 0 0 8 2 0 5 7																					
<h4>Part II Certification</h4> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</li> <li>I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%; border: 1px solid black; vertical-align: top;"> <b>Sign Here</b> </td> <td style="width:50%; border: 1px solid black; vertical-align: top;">                 Signature of U.S. person ▶  </td> <td style="width:30%; border: 1px solid black; vertical-align: top;">                 Date ▶ 3/23/2023             </td> </tr> </table>			<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 3/23/2023																	
<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 3/23/2023																				
<h4>General Instructions</h4> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> <li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>																						
Cat. No. 10231X <span style="float: right;">Form <b>W-9</b> (Rev. 10-2018)</span>																						

## Attachment H

### REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

1. If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
2. If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.fajia.com](http://www.fajia.com), [www.piafl.org/wc-info.pdf](http://www.piafl.org/wc-info.pdf) , or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be submitted to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCity.gov](mailto:Purchasing@CooperCity.gov).

**ATTACHMENT I  
 OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:


<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
Guardian Fleet Services Inc	4701 East Avenue West Palm Beach FL 33407	100% %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
 \_\_\_\_\_  
 Signature of Affiant

Sean Loscalzo  
 \_\_\_\_\_  
 Print Name

9th March 2023  
 \_\_\_\_\_  
 Date

STATE: **FLORIDA**  
 COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 23 day of March, 2023, by: [Signature]  
Name of person making statement

[Signature]  
Signature of Notary Public - State of Florida

(NOTARY SEAL)

LORIE BRINKERHOFF  
 Notary Public - State of Florida  
 EXPIRES: January 17, 2024

Personally Known  PK OR Produced Identification

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)  
A Superior Towing Company

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than THREE (3)days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
5. Imposes a sanction on, or requires 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. Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

*[Signature]*  
Signature of Affiant

Sean Lascazo  
Print Name

9th March 2023  
Date

STATE: **FLORIDA**  
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 23 day of March, 2023 by: *[Signature]*  
*Name of person making statement*

*[Signature]*  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL)

Personally Known  *[Signature]*  
Type of Identification Produced \_\_\_\_\_

**NOTARY SEAL**  
LORLA BRINKERHOFF  
Name of Notary Typed, Printed, or Stamped  
MY COMMISSION # GG 938737  
EXPIRES: January 17, 2024  
OR Produced Identification  
Bonded thru Notary Public Writers

**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

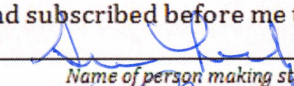
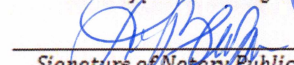
I, Sean Loscalzo of A Superior Towing Company, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

  
Signature of Affiant

Sean Loscalzo  
Print Name

9th March 2023  
Date

STATE:	<b>FLORIDA</b>
COUNTY:	<u>Broward</u>
Sworn to (or affirmed) and subscribed before me this <u>23</u> day of <u>March</u> , 20 <u>23</u> , by: <u></u> <i>Name of person making statement</i>	
<u></u> <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	<u>LORIA BRINKERHOFF</u> <i>Name of Notary Typed, Printed or Stamped</i>
Personally Known <u>✓</u> <u>PK</u> OR <u>Produce Identification</u>	MY COMMISSION # <u>0998737</u> EXPIRES: January 17, 2024 <i>Notary Public Underwriters</i>
Type of Identification Produced	

**ATTACHMENT L**

**Scrutinized Companies Affidavit**  
**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, Sean Loscalzo, President, on behalf of, A Superior Towing Company

**Print Name and Title** **Company Name**  
certify that A Superior Towing Company does not:

- Company Name**
1. Participate in a boycott of Israel; and
  2. Is not on the Scrutinized Companies that Boycott Israel List; and
  3. Is not on the Scrutinized Companies with Activities in Sudan List; and
  4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
  5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

A Superior Towing Company  
\_\_\_\_\_  
**COMPANY NAME**  
Sean Loscalzo, President  
\_\_\_\_\_  
**PRINT NAME & TITLE**  
Sean Loscalzo  
\_\_\_\_\_  
**SIGNATURE**

STATE: **FLORIDA**  
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 23 day of March, 2023 by: Sean Loscalzo  
Name of person making statement

[Signature]  
Signature of Notary Public - State of Florida

(NOTARY SEAL)

Personally Known  **OR** Produced Identification   
Type of Identification Produced

**LOPIA BRINKERHOFF**  
MY COMMISSION # GG 938737  
EXPIRES: January 17, 2024  
Bonded Thru Notary Public Underwriters





**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
***TO BE RETURNED WITH PROPOSAL***

Project Name: Towing Services

Project No.: RFP 2023-1-FIN

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

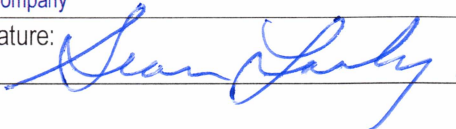
3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.

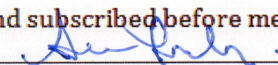
**ATTACHMENT N**

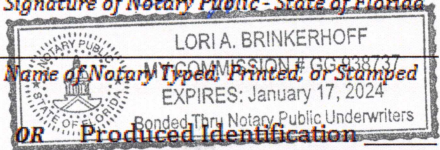
(Page 2 of 2)

- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: A Superior Towing Company
Authorized Signature: 
Print Name: Sean Loscalzo
Title: President
Date: 9th March 2023
Phone: 954-703-2900

STATE: **FLORIDA**  
 COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 23 day of March, 2023, by:   
*Name of person making statement*

**(NOTARY SEAL)**  
 Personally Known PK   
 OR Produced Identification

Type of Identification Produced \_\_\_\_\_

**ATTACHMENT O**

(Page 1 of 2)

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal shall remain firm for a period of 60 days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Cooper City or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

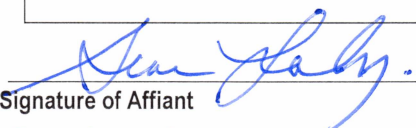
A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public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

**A Superior Towing Company**

Name of Proposer/Firm

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<b><u>Addendum No.</u></b>	<b><u>Date Issued</u></b>
Addendum #1 - Clarifications	March 3, 2023
Addendum #2 - Clarifications	March 7, 2023
Addendum #3 - Notice of Delay	March 8, 2023

  
Signature of Affiant

9th March 2023

Date

Sean Loscalzo

Print Name



## Addendum #1 - CLARIFICATIONS

(Issued Friday, March 3, 2022)

### RFP 2023-1-FIN Towing Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

*Question 1: I spoke to my corporate attorney and we usually put financials (balance sheet, payroll, etc.) in a separate envelope because it is not public information. Would it be ok to attach an envelope to each binder that has our financials inside? Please let me know how to proceed.*

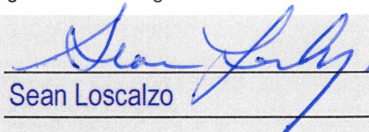
**Answer 1:** Yes, that is acceptable to submit a separate envelope containing the financials. We kindly ask that you label the envelope "Financials".

### Acknowledgment of Addendum #1

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:

Print Name:

  
Sean Loscalzo

Company:

Date:

A Superior Towing Company

March 9th, 2023



## **Addendum #2 - CLARIFICATIONS**

(Issued Tuesday, March 7, 2023)

### RFP 2023-1-FIN Towing Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

*Question 1: Page 37 6.3.1 Note regarding price: The firm providing the lowest cost to the City shall receive the maximum number of cost proposal points.*

*Question, is this considered a low bid on towing fees/rates?*

Answer 1: This is a Request for Proposal. Below the note "Price will NOT be the primary factor in the selection of a towing services contractor (If applicable)". In this solicitation, it is not applicable, as it is not within the evaluation criteria defined on pg. 36 Section 6.3.

---

*Question 2: Page 32 5.26.1.1 Has a 25% administrative fee to be delivered to the City based upon the Broward County Environmental and Consumer protection fee schedule.*

*Page 32 5.26.2 The successful proposer will be governed by the rates established by Broward County Administrative code.*

*If we do a lower towing fee ( low bid price ) it would minimize the administrative fee the City would receive according to SS 323.002*

*Page 38 7.3 Need clarity on sealed cost proposal.*

Answer 2: The City does not see any reason to restate or clarify 7.3.

---

*Question 3: Page 44 Attachment B References, request 3 separate references. Page 34 5.27 each proposal must have a minimum of 5 references complete the attached questionnaire.*

*Page 34 5.27 Is the questionnaire form the same as Attachment B page 44?*

*Do we utilize that form that has space for 3 references, or do we send five references?*

Answer 3: Attached herein, is the revised reference form that has 5 spaces for references.

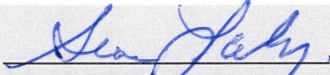
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*Question 4: Page 4 5.28 Qualifications, number 4 asks for financial information Payroll and gross revenues. That is trade secrets and not privy to public record. Can we submit that information in a sealed envelope marked trade secret and not public record?*

Answer 4: Please refer to the response in Addendum #1 posted on DemandStar.

**Acknowledgment of Addendum #2**

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

<i>Acknowledged by:</i>		<i>Company:</i>	<u>A Superior Towing Company</u>
<i>Print Name:</i>	<u>Sean Loscalzo, President</u>	<i>Date:</i>	<u>9th March 2023</u>

**ATTACHMENT B**  
**REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: City of Plantation  
ADDRESS: 400 NW 73 Avenue Plantation FL 33317  
CONTACT NAME & TITLE: Howard Harrison, Chief of Police  
TELEPHONE: 954-797-2171  
**E-MAIL (REQUIRED):** hharrison@psd.plantation.org  
CONTRACT PERIOD: FROM: September 2000 TO: Present

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2. ENTITY/COMPANY NAME: Town of Davie  
ADDRESS: 6591 Orange Drive Davie FL 33314  
CONTACT NAME & TITLE: Rick Lemack, City Manager  
TELEPHONE: 954-797-1016  
**E-MAIL (REQUIRED):** richard\_lemack@davie-fl.gov  
CONTRACT PERIOD: FROM: July 2014 TO: Present

---

3. ENTITY/COMPANY NAME: Town of Southwest Ranches  
ADDRESS: 1340 Griffin Road Southwest Ranches FL 33330  
CONTACT NAME & TITLE: Andy Berns, Town Administrator  
TELEPHONE: 954-434-0008  
**E-MAIL (REQUIRED):** aberns@southwestranches.org  
CONTRACT PERIOD: FROM: April 2010 TO: Present

---

4. ENTITY/COMPANY NAME: City of Hollywood  
ADDRESS: 3250 Hollywood Boulevard Hollywood, FL 33021  
CONTACT NAME & TITLE: Chris O'Brien, Chief of Police  
TELEPHONE: 954-967-4300



**E-MAIL (REQUIRED):** cobrien@hollywoodfl.org  
CONTRACT PERIOD: FROM: August 2006 TO: Present

---

5. ENTITY/COMPANY NAME: Florida Highway Patrol  
ADDRESS: 1011 NW 111 Avenue Miami FL 33172  
CONTACT NAME & TITLE: Roger Reyes, Captain  
TELEPHONE: 954-562-0686  
**E-MAIL (REQUIRED):** rogerreyes@flhsmv.gov  
CONTRACT PERIOD: FROM: June 1991 TO: Present

**This page shall be completed IN FULL and submitted with your bid/proposal.**



**Addendum #3 – NOTICE OF DELAY**

(Issued Wednesday, March 8, 2023)

RFP 2023-1-FIN Towing Services

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

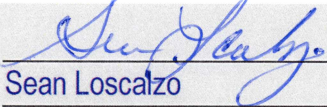
The NEW due date has changed to 3:00 PM EST, **Thursday, March 23, 2023** from Thursday, March 9, 2023.

**Acknowledgment of Addendum #3**

Item	Date
Request for Proposal Issued and Advertised	Thursday, February 2, 2023
Last Date for Receipt of Questions of a Material Nature	Thursday, March 2, 2023
<b>PROPOSAL DUE (Prior to 3:00PM EST)</b>	<del><b>Thursday, March 9, 2023</b></del> <b>Thursday, March 23, 2023</b>
Review of Proposals & Selection of Candidates for Presentations	TBD
Presentations & Final Ranking	TBD
Recommendation of Award/Agenda Item Request	TBD
Anticipated Award of Contract by City Commission	TBD

**Acknowledgment of Addendum #3**

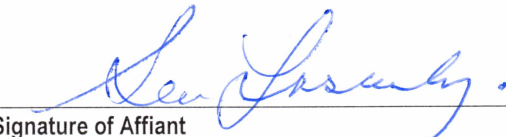
Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:		Company:	A Superior Towing Company
Print Name:	Sean Loscalzo	Date:	9th March 2023

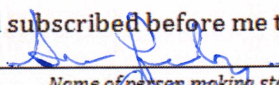
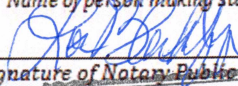
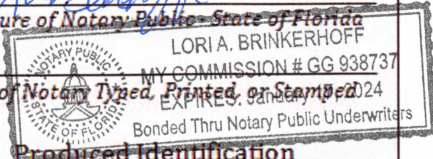
**ATTACHMENT O**  
(Page 2 of 2)

**PROPOSER'S CERTIFICATION (continued)**

Bidder, Proposer, or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the City of Cooper City (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to City or providing goods or services to City.

  
\_\_\_\_\_  
Signature of Affiant  
**Sean Loscalzo**  
\_\_\_\_\_  
Print Name

9th March 2023  
\_\_\_\_\_  
Date

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	<u>Broward</u>
Sworn to (or affirmed) and subscribed before me this <u>23</u> day of <u>March</u> , 20 <u>23</u> , by: <u></u>	
	<i>Name of person making statement</i>
<b>(NOTARY SEAL)</b>	<u></u>
	<i>Signature of Notary Public - State of Florida</i>
	<u></u>
	<i>Name of Notary Typed, Printed, or Stamped</i>
<b>Personally Known</b> <u>✓AK</u> <b>OR</b> <b>Produced Identification</b> _____	
<b>Type of Identification Produced</b> _____	

# CITY OF COOPER CITY

## Purchasing Division

9090 Southwest 50<sup>th</sup> Place Cooper City FL 33328



CITY OF  
**Cooper City**  
Florida

**Towing Services**

**RFP 2023-1-FIN**

March 23rd, 2023

**A Superior Towing Company**

*Sean Loscalzo, President*

954-703-2900

[sean@asuperiortowing.com](mailto:sean@asuperiortowing.com)

**SEALED  
COST  
PROPOSAL**

# Sealed Cost Proposal

## COST PROPOSAL

---

**Name of Firm:** A Superior Towing Company

**Authorized Signatory Contact:** Sean Loscalzo, President

A Superior Towing Company pledges \$10,250 per year in support to the Cooper City Academic Scholarship Program, an endeavor promoted by the City of Cooper City to encourage our youth of the community to pursue educational paths in civic and governmental endeavors if awarded this contract. At A Superior Towing and The Guardian Group, we continually strive to be good stewards and members of the communities we serve. Sean Loscalzo, as President of A Superior Towing Company, is the authorized signatory to negotiate the contract with the City of Cooper City.

A Superior Towing Company also agrees to comply and follow the direction of this RFP 2023-1-FIN in the section defined as 5.26.2 Costs of Services to the Public. As a company, we will follow the Broward County Maximum Nonconsent Towing Rates Summary Table established by the Broward County Environmental and Consumer Protection Division as it adjusts from time to time going forward if awarded this contract.

A Superior Towing Company additionally will follow the requirement of this RFP 2023-1-FIN as to the payment monthly due of the Administrative Fee to the City as defined in section 5.26.1 Administrative Fee.

# **Maximum Nonconsent Towing Rates Summary Tables**



Maximum Nonconsent Towing Rates Summary Table

	FY 2021 · Oct. 1, 2020 – Sep. 30, 2021 CPI=0.9%	FY 2022 · Oct. 1, 2021 – Sep. 30, 2022 CPI=0%	FY 2023 · Oct. 1, 2022 – Sep. 30, 2023 CPI= 3%
<b>ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION</b>			
<b>TOWS DIRECTED/PERFORMED BY GOVERNMENT AGENCIES</b>			
<b>Class A Vehicle</b>			
TOWING FEE (FIRST 15 MINUTES)	\$142.67	\$142.67	\$146.95
EACH ADDITIONAL 30 MINUTES OR	\$60.36	\$60.36	\$62.17
INDOOR STORAGE (PER 24 HOURS)	\$32.92	\$32.92	\$33.91
OUTDOOR STORAGE (PER 24 HOURS)	\$26.35	\$26.35	\$27.14
ADMINISTRATIVE FEE	\$50.00	\$50.00	\$51.50
RESEARCH FEE	Actual costs Incurred	Actual costs Incurred	Actual costs Incurred
<b>Class B Vehicle</b>			
TOWING FEE	\$192.05	\$192.05	\$197.81
FLATBED TOWING FEE	\$214.01	\$214.01	\$220.43
STORAGE FEE (PER 24 HOURS)	\$47.19	\$47.19	\$48.61
ADMINISTRATIVE FEE	\$50.00	\$50.00	\$51.50
RESEARCH FEE	Actual costs Incurred	Actual costs Incurred	Actual costs Incurred
LABOR FEE (PER HOUR)	\$192.05 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>	\$192.05 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>	\$197.81 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>
<b>Class C Vehicle</b>			
TOWING FEE	\$329.23	\$329.23	\$339.11
FLATBED TOWING FEE	\$353.37	\$353.37	\$363.97
STORAGE FEE (PER 24 HOURS)	\$54.87	\$54.87	\$56.52
ADMINISTRATIVE FEE	\$50.00	\$50.00	\$51.50
RESEARCH FEE	Actual costs Incurred	Actual costs Incurred	Actual costs Incurred
LABOR FEE (PER HOUR)	\$329.23 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>	\$329.23 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>	\$339.11 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>
<b>Class D Vehicle</b>			
TOWING FEE	\$438.99	\$438.99	\$452.16
FLATBED/LOWBODY TOWING FEE	\$353.37	\$353.37	\$363.97
STORAGE FEE (PER 24 HOURS)	\$54.87	\$54.87	\$56.52
ADMINISTRATIVE FEE	\$50.00	\$50.00	\$51.50
RESEARCH FEE	Actual costs Incurred	Actual costs Incurred	Actual costs Incurred
LABOR FEE (PER 1/4 HOUR)	\$109.74 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>	\$109.74 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>	\$113.03 per person <small>(starts when person arrives at the scene and ends when person leaves the scene)</small>
<b>After-Hours Access Fee - Government Directed/Performed Tows Only</b>			
	\$100	\$100	\$100

Page 2 of 3

Maximum Nonconsent Towing Rates Summary Table

	FY 2021 · Oct. 1, 2020 – Sep. 30, 2021 CPI = .09%	FY 2022 · Oct. 1, 2021 – Sep. 30, 2022 CPI= 0%	FY 2023 · Oct. 1, 2022 – Sep. 30, 2023 CPI= 3%
<b>ENVIRONMENTAL AND CONSUMER PROTECTION DIVISION</b>			
<b>TOWS DIRECTED/PERFORMED BY GOVERNMENT AGENCIES</b>			
<b>All Vehicle Classes</b>			
IMMOBILIZATION	\$71.34	\$71.34	\$73.48
<b>Road Service</b>			
CLASS A	\$43.90	\$43.90	\$45.22
CLASS B	\$61.45	\$61.45	\$63.29
CLASS C	\$79.57	\$79.57	\$81.96
CLASS D	\$79.57	\$79.57	\$81.96
<b>Winch Recovery</b>			
CLASS A	\$109.74 (first 30 minutes) \$54.87 (each additional 30 minutes)	\$109.74 (first 30 minutes) \$54.87 (each additional 30 minutes)	\$113.03 (first 30 minutes) \$56.52 (each additional 30 minutes)
CLASS B	\$192.04 (first 30 minutes) \$96.03 (each additional 30 minutes)	\$192.04 (first 30 minutes) \$96.03 (each additional 30 minutes)	\$197.81 (first 30 minutes) \$98.91 (each additional 30 minutes)
CLASS C	\$329.23 (first 30 minutes) \$164.62 (each additional 30 minutes)	\$329.23 (first 30 minutes) \$164.62 (each additional 30 minutes)	\$339.11 (first 30 minutes) \$169.56 (each additional 30 minutes)
CLASS D	\$438.99 (first 30 minutes) \$219.50 (each additional 30 minutes)	\$438.99 (first 30 minutes) \$219.50 (each additional 30 minutes)	\$452.16 (first 30 minutes) \$226.09 (each additional 30 minutes)
<b>MISCELLANEOUS FEE PROVISIONS</b>			

- 1) If the towed vehicle is retrieved within the first six (6) hours of arriving at the storage facility, the person retrieving the vehicle may not be charged a Storage Fee.
- 2) An Administrative fee may not be charged if the vehicle owner is identified within twenty-four (24) hours of the vehicle arriving at the storage facility.
- 3) The person retrieving the vehicle may pay a \$5.50 voluntary fee to expedite vehicle ownership verification.
- 4) The rates for Other Tows do not apply to tows conducted on behalf of a government agency pursuant to a contract between the government agency and a licensed tow company if such contract provides a different rate structure.
- 5) Research fees may be charged only when the tow company providing the service must actually perform research to determine ownership of a vehicle to notify the vehicle owner, lien holders, and insurance companies. Written documentation of the efforts undertaken to ascertain ownership of the vehicle must be made available for inspection by the County upon request. Costs shall mean actual fees charged for obtaining ownership information and shall include the cost of initial postage fees, advertising fees (if more than a single vehicle is advertised in the same advertisement), then the cost of the advertisement shall be prorated per vehicle, and the search for out-of-state vehicles. Proof of all costs incurred by the tow company must be made available for inspection by the County upon request.

Page 3 of 3

**Promissory  
Letter of  
Credit  
For  
Performance  
Bond**



➔ Strength. Knowledge. Direction.®

888.263.4656 | info@kapnick.com | kapnick.com

March 2, 2023

A Superior Towing Company  
Guardian Fleet Services  
2385 SW 66<sup>th</sup> Terrace  
Davie, FL 33317

Re: City of Cooper City, Florida  
Towing Services RFP 2023-1-FIN

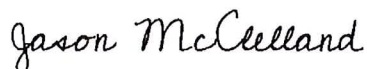
To Whom It May Concern:

We are pleased to have the opportunity to write a letter of recommendation on behalf of our client A Superior Towing Company (Superior). We consider Superior as one of our outstanding and most valued clients in whom we have the highest confidence. Through the years this company has, in our opinion, remained properly financed, well equipped and capably managed.

Atlantic Specialty Insurance Company is currently providing payment and performance bonds for Superior with single project limits up to \$1,000,000 and an aggregate uncompleted backlog up to \$2,000,000. This, however, is not considered their maximum bonding capacity. Accordingly, we would anticipate no difficulty in providing the customary performance and payment bonds on behalf of Superior if they are awarded a contract within those parameters.

Please note that the decision to issue performance and payment bonds is a matter between Atlantic Specialty Insurance Company and Superior and will be subject to the standard underwriting practices and policies in effect at the end of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms, and financing. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

Sincerely,



Jason McLelland  
Senior Vice President