



REQUEST FOR PROPOSALS

RFP NO. 2026-007

ALL INTERESTED PARTIES:

The City of Margate, Florida, hereinafter referred to as CITY, will receive sealed proposals at the office of the Purchasing Division, City Hall, 2nd Floor, 5790 Margate Boulevard, Margate, FL 33063 for the services described below:

TOWING SERVICES

Sealed proposals must be received and time stamped in by the Purchasing Division, either by mail or hand delivery, no later than 11:00 A.M., local time on Tuesday, July 7, 2026. Any proposals received after 11:00 A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is received will be resolved against the Offeror.

CITY reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award in whole or in part to one or more offerors, or take any other such actions that may be deemed to be in the best interests of the CITY. This solicitation is in compliance with F.S. 125.01047. The City of Margate has adopted Broward County towing rates, which are amended from time to time.

Kelly McGilvray, CPPB
Buyer II

I. INTRODUCTION

The City of Margate ("City") invites qualified firms to submit proposals to provide vehicle towing and wrecker services within the city limits of the City of Margate for an initial term of five (5) years, with the option of one renewal term for an additional five (5) years.

II. SCOPE OF SERVICES

The City of Margate, Florida desires to enter into a contract with a qualified firm to provide vehicle towing and wrecker service within the corporate limits of the City of Margate. The Contractor shall have exclusive rights to provide service for private vehicles ordered towed by City authorities, within the City of Margate, except as otherwise noted herein. The towing service, at a minimum, shall also include no charge towing for all City vehicles, including any vehicle that is confiscated by the City's police department that requires towing from within Broward County. When requested, the towing service will have the exclusive right to tow from any City property to include any CRA property. The vendor agrees to provide to the City at no charge appropriate "Tow Away" signs.

Based on historical information, the successful Contractor will perform approximately 3,000 tows per year pursuant to any contract resulting from this RFP. This estimate is provided for informational purposes only, and no warranty or guarantee is given or implied as to the amount of tows a firm may conduct.

The intent of the specifications contained herein is to indicate minimum standards and requirements necessary for proper services as required by the City.

Nothing in these specifications shall be interpreted to limit the responsibilities of the Contractor from carrying out additional measures required to meet the intent and quality level specified.

Nothing contained herein shall prevent the owner or operator of a motor vehicle from calling a wrecker of their own choice or requesting that their vehicle be towed to a garage or storage compound other than that of the contract holder.

The City reserves the right to utilize certified divers on the City of Margate Fire Department's Dive Rescue Team to connect Contractor's extrication cables to any submerged or partially submerged vehicle located within a City waterway. In the event that a certified diver from the City's dive rescue team is not available or is otherwise unable to make such a connection, contractor shall provide a certified diver for such services at costs not exceeding the rates established herein.

III. QUALIFICATIONS

Minimum Requirements

- a. Proposer shall be a holder of a general towing and wrecker service license and must have been regularly engaged in the towing/wrecker/storage business for a minimum of five (5) years. The Proposer must indicate the exact location of the facility from which vehicles will be dispatched, and the location where towed vehicle storage will be provided if that location is separate from the dispatch location.
- b. All vehicles used during the term of this contract must contain a two-way radio communication system, to enable continuous direct contact with the vehicle driver from an office of the successful vendor.
- c. The vehicles used shall be commercially manufactured, constructed, and equipped for the tow of vehicles within classifications herein specified. The vehicles, at all

times, must be properly maintained and kept in a high degree of mechanical and safe operating condition.

- d. Vehicle operator/drivers must meet the following qualifications:
 - 1) Possess a valid Commercial Driver's License of a class at or above the classification of the vehicle being operated.
 - 2) Have a detailed knowledge of the street names and street layout within the City.
 - 3) Shall be familiar with current traffic laws of the State of Florida and any additional traffic and/or M.O.T. standards set forth by the City of Margate regarding the operation of emergency equipment.
 - 4) Shall have the physical qualifications necessary to perform the normal tasks required to operate the various required equipment.
 - 5) Must have on file with the towing provider a criminal history check conducted within the last two (2) year(s) prior to performing any towing services for the City of Margate. Such criminal history checks must be available for review when requested by the City Manager or City's Police Department.

Required Equipment

- a. The vendor shall provide and maintain a minimum of ten (10) vehicles as follows:
 - 1) Six (6) Class "A" Wreckers including flatbed car carriers
 - 2) Two (2) Class "B" Wreckers
 - 3) Two (2) Class "C" Wreckers
 - 4) Special Equipment: Although preferred, there is no requirement for equipment such as Lowboy, air cushions or major street clean up equipment to be part of the Contractor's inventory. However, Contractor must demonstrate, to the satisfaction of the City, that such equipment is immediately available to him in the event that the need for such arises. Satisfaction of this requirement shall also include providing minimum specifications of the equipment for which the contractor is demonstrating availability.

Minimum required equipment on each wrecker is listed on Attachments D-F.

NOTE: The proposer (company) shall attach a list to their response of all equipment available to be used under this RFP. The list shall include at a minimum the following for each unit: Class, Unit # (if so identified); Model Year; Make and Type; Wrecker Capacity, and vehicle condition.

- b. Each vehicle class listed is as described and required by the Florida Highway Patrol.
- c. All vehicles shall be equipped to provide the service required in this type of work.
- d. The company must have a minimum of two (2) vehicles available to respond within twenty (20) minutes to an emergency scene, and a response time of no more than forty (40) minutes for non-emergency calls, on a twenty-four (24) hour basis to assist the City's Police or Fire Department.
- e. The list of equipment shall also include a description of all types of extraction equipment available to be used under this RFP to include the availability of low-pressure air bags or equivalent type of equipment for use in handling propane or flammable liquid tanker trucks, etc.

- f. The company shall equip all vehicles with equipment needed to “clean” a scene of an accident as prescribed by State statute.

Storage Facility

- a. It shall be the responsibility of the Contractor to maintain an office, answering service or other type facility to receive telephone communications 24 hours per day, seven days per week, for immediate dispatch to location(s) as directed. The Contractor will maintain telephone communications 24 hours a day to answer calls from the City's Police Department, and public. The home storage yard and office shall be located within Broward County and must not be north of Hillsboro Boulevard or south of Oakland Park Boulevard. The location of the storage facility and office must meet the proper zoning requirements for such a storage facility. The storage facility must have both outside and inside storage, as described below.
- b. The Contractor shall provide an outside storage area that holds a minimum of one hundred (100) vehicles, properly spaced to provide access and removal of vehicles. The outside storage area will have lighting to reveal persons/vehicles at a minimum of 150 feet. The storage facility must be protected by an alarm system or guard dog, with a solid wall or substantial wire fence not less than six (6) feet in height. The fence shall screen the enclosed area from public view, the storage area fully illuminated, and barriers shall be affixed to the top of the fence to discourage access over the top. The Contractor shall provide a minimum of one (1) enclosed, secured storage units, capable of storing a minimum of three (3) vehicles inside as well as property of evidentiary value for law enforcement purposes only. This inside storage unit must comply with all applicable building and zoning requirements of the City for which it is located. The inside storage units will have lighting to reveal persons/vehicles at a minimum of 150 feet and will be weatherproof. The Contractor shall provide within the above described storage unit or within a secondary storage unit, a hydraulic lift to permit inspection of underside of vehicles. The inside storage unit(s) shall have paved floors, i.e., concrete or asphalt, free of dirt, standing water or vegetation. The work area must be a minimum of 8' x 20' per vehicle with at least an 81" ceiling. Each inside storage unit must have an electrical and lighting source sufficient to allow for the processing of a vehicle. Each inside storage facility shall be equipped with a twenty-four (24) hour surveillance system with the active capability of storing a minimum of thirty (30) days of recorded footage for each camera in operation. The Contractor does have the right to sub-contract with another storage facility to meet short-term demands due to an overflow of vehicles. The sub-contracted yard must be approved by the City and must meet the requirements for a storage facility as indicated within this agreement. The storage compound shall be owned or leased by the Contractor. Such garage and storage facilities shall be capable of storing all vehicles towed by the company until these vehicles are lawfully reclaimed from the company or legally disposed of.
- c. The Contractor shall be responsible for all inventoried property at the moment the company's tow vehicle is attached to the “vehicle to be towed”.
- d. Any area within the facility that is designated a police storage lot, will have the appropriate security fencing and will have working electronic surveillance system. The City's Police Department will conduct, at a minimum, annual CPTED (Crime Prevention through Environmental Design) security assessments. The Contractor will make every effort to complete any recommendation from the completed assessment.

- e. The Contractor shall be responsible for all vehicles and inventoried property therein while said vehicles are stored in the company storage facility and shall be prepared to release any vehicle between 7:00 a.m. to 7:00 p.m., Monday through Saturday. The Contractor further agrees to provide on-call personnel to release vehicles between 7:00 p.m. and 7:00 a.m. and on Sunday.
- f. The Contractor shall allow members of the City's Police Department to inspect its storage facility and the vehicles stored therein without previous notice.
- g. Owners of towed vehicles must be granted access to their vehicles in the storage compound during normal business hours. Access is limited to any lawful purpose including but not limited to inspection for insurance purposes. There shall be no charge attached to this access.
- h. The Contractor agrees to accept, at a minimum, the following forms of payment, at the storage compound and in the field (if necessary) from the public: Cash, at least one major credit card and any commercial business check or travelers check.

Crime Scene Storage

A storage facility for vehicles, which have been marked "hold" by the Margate Police Department relative to a crime scene investigation, shall be stored at the Contactor's principal compound.

Any vehicle towed and stored as a result of the market "HOLD "relative to a crime scene investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.

Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent or by storage in a covered facility.

If laboratory work on a crime scene vehicle must be processed at the Margate Police Department, the crime scene vehicle shall be transported at no charge to the city.

Business Conflict of Interest

- a. The Contractor shall not engage directly or indirectly or through any subsidiary or other entity in the following type ventures:
 - 1) Automobile repair
 - 2) Automobile paint and body repair
 - 3) Salvage, junkyard or auto-recycling
- b. The above does not preclude the Contractor from sub-contracting with a storage facility for temporary storage of derelict vehicles.

Towing of City-Owned Vehicles

The Contractor shall provide all required towing and road service that may be required by the City of Margate in the operation and maintenance of its City owned and leased vehicles, including the City's police department, at no charge from sites within the limits of Broward County.

When such towing requirements are at the direction of authorized City personnel, for City owned, and leased vehicles outside of the limits of Broward County, the Contractor shall still be required to provide such services. In such case, Contractor may elect to charge the City a reasonable fee in keeping with the charges customarily levied to the general public for rendering towing and road services of equal kind.

Reporting Capability & Requirements

- a. The Contractor shall have the capability of producing information and status reports concerning each vehicle serviced by the company as may be required by the City's Police Department for policy purposes.
- b. Contractor shall submit reports to the City's police department designee, by the 15th of each month. The form of reports shall be determined by the Contractor, but are subject to the approval of the City.

Towing Activity Report, to include for each tow:

- 1) Date of tow.
- 2) Service call number assigned by the Police Department.
- 3) Type of tow such as accident, parking, City vehicle, etc.
- 4) A complete breakdown of all towing charges, including sales taxes

Vehicle Release Report, to include:

- 1) All information contained in the Towing Activity Report.
- 2) Date vehicle released or disposed of.
- 3) Method of disposition such as release to owner, release to Police, etc.
- 4) A complete breakdown of all towing charges, including sales taxes.

Impounded Vehicle Report

The Contractor will be provided an Impounded Vehicle Report (see sample – "Attachment C") by the City's Police Department. This form is used by the City's Police Department and the towing company, to document vehicles and to inventory items contained therein.

Fee to be Paid to the City

Contractor shall pay CITY by and through its imposition of an administrative fee on the registered owner or other legally authorized person in control of a vehicle or vessel that is towed by Contractor from public property. Said fee shall equal twenty five percent (25%) of the tow rates adopted by the City, and in accordance with State law, to cover the cost of removal, which also includes enforcement and parking enforcement. Contractor shall impose and collect the administrative fee on behalf of CITY and shall timely remit such fee to CITY after it is collected, within thirty (30) days of said collection.

CITY adopts all tow rates as adopted by Broward County, Florida as exists currently or as amended in the future. Contractor agrees to adhere to all such Broward County tow rates for purposes of all its business activity within the City under this Agreement, and for purposes of compensation to CITY under same. Broward County Tow Rates are attached, see Attachment G.

Contractor shall submit to City a complete list at the conclusion of each quarter in any calendar year this Agreement is in effect, listing each tow performed, identifying the vehicle owner or operator, the amounts charged, and whether the administrative fee was collected and paid to CITY along with said amount. No such administrative fee shall be

charged to nor collected from CITY, its Police Department or any other City department or entity, for any services provided to their vehicles by Contractor. Likewise, Contractor shall not be responsible to remit any administrative fees to CITY for services rendered to said parties.

Towing / Wrecker / Storage Charges to Public

A complete rate schedule must accompany this proposal (See Attachment A). The rates are those to be charged to the public and must be comprehensive and all-inclusive, containing rate charges for all types of towing, vehicle storage, additional equipment (dollies, etc.), and labor charges. Rates submitted in response to this RFP shall not exceed those already established by Broward County. However, for the purpose of evaluation, rates lower than those established by Broward County shall be given higher preference. Additional charges for trucks and unusual equipment shall be assessed only in accordance with a schedule of rates on file with the City's Police Department and approved by the City prior to posting.

A copy of the rate schedule for services provided by the company under this RFP shall be posted in clear public view for the length of the resulting contract in their home office, storage yard, etc. A copy should also be available in all units responding to calls from the City's Police Department. The City shall not be responsible for the collection of any charges from the public. Collection is the sole responsibility of the company.

These rates will be firm for the initial five (5) year period of the contract. Rates proposed are a factor in the Evaluation Criteria for this solicitation.

A request for tow rate adjustment by the Contractor must be made in writing to the City Manager ninety (90) days in advance of the contract renewal date. A request for an increased towing rate will also affect the fee paid to the City in an equal percentage increase.

When a vehicle is classified by the City's Police Department as "evidence" or ordered held "for investigative purposes", the Contractor shall not charge the owner, the City, or the City's Police Department for the cost of towing. In addition, no storage fees shall accrue until the applicable law enforcement agency and the State Attorney's Office formally releases the "hold" on the vehicle and/or property and Contractor has formally notified the owner via registered letter/return receipt requested. The storage time will begin in this instance on receipt of the registered letter.

Bonding Requirement

Before commencing operations under a contract based on this RFP, the successful proposer (Contractor) shall furnish the City of Margate a Performance Bond in an amount not less than \$50,000, which is the estimated annual total of administrative fees, payable to the City of Margate should the company fail to perform as stipulated in this RFP and resulting agreement.

All bonds shall be in such form and executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

The Performance Bond shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida.

The Performance Bond must contain a provision for notification to the City sixty (60) days in advance of bond cancellation.

The successful proposer (company) shall furnish to the City the required bond within ten (10) days after notification of award of contract.

IV. REFERENCES

Provide a list and description of similar projects satisfactorily performed within the past five (5) years. For each project listed, include the name and telephone number of a representative for whom the project was done to verify satisfactory performance.

V. TIME REQUIREMENTS

PROPOSAL CALENDAR AND NOTIFICATION AND CONTRACT DATES

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	Wednesday, June 3, 2026
2. Receipt of Proposals	Tuesday, July, 7, 2026
3. Proposal Evaluations	Week of July 13-17, 2026
4. Interviews (if required)	Week of July 20-24, 2026
5. Contract Negotiations	August, 2027
6. Award of Contract	August 19, 2027

CITY reserves the right to change and/or delay scheduled dates.

VI. PROPOSAL REQUIREMENTS

A. SUBMISSION OF PROPOSALS

The following materials should be submitted for a proposing firm to be considered:

1. **No faxed or emailed proposals will be accepted.** An original copy (so marked) of the Proposal, six (6) copies and one electronic version (on a USB drive) shall be submitted to the City of Margate, City Hall, 5790 Margate Boulevard, Margate, FL 33063 to the attention of the Purchasing Division. It should include the following:

- a. Title Page. Title page showing the request for proposals' subject, the firm's name; the name, address and telephone number of contact person; and the date of the proposal.
- b. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
- c. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer's understanding of the work to be performed, the commitment to perform the

work within the anticipated time period, a statement why the firm believes itself to be best qualified to perform the contract, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Transmittal Letter indicating the agent's title or authority.

d. Forms. All forms required to be completed and submitted are to be included in this section. The forms include: Offeror's Certification, Non-Collusive Affidavit, Offeror's Qualification Statement, Scrutinized Company Certification, E-Verify Form, Non-Coercive Conduct Affidavit, Foreign Entities of Concern Affidavit, Reference Sheet, Attachments A and B, and any other forms (including addenda) required to be completed are to be included under a Forms tab with submitted proposals.

e. Addenda. Refer to Section VII, Addenda, Additional Information.

2. Proposals must be submitted in a sealed envelope clearly marked with the name of the submitting firm "Towing Services RFP 2026-007".

VII. ADDENDA, ADDITIONAL INFORMATION

All questions and requests for additional information in connection with this Request for Proposal (RFP) shall be directed in writing or by email to Kelly McGilvray Buyer II, 5790 Margate Boulevard, Margate, FL 33063. Fax number (954) 935-5328. Email purchase@margatefl.com.

Any addenda or answers to written questions supplied by the City to participating Offeror's become part of this Request for Proposal and the resulting contract. **Questions received less than seven (7) days prior to the date for opening of bids may not be answered.**

This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

If you have received this RFP packet from a source other than directly from the City of Margate Purchasing Division, you are not registered. All interested parties must register with the City of Margate Purchasing Division office (address for submission of qualifications) in order to receive any changes, additions, addenda or other notices concerning this project. Contact the Purchasing Division at (954) 935-5346 or by email to purchase@margatefl.com. Include in the subject line "RFP 2026-007 TOWING SERVICES"

No negotiations, decisions or actions shall be initiated by the Proposer as a result of any discussions with a CITY employee. Only those communications which are in writing from the Purchasing Division may be considered as a duly authorized expression. Also, only communications from Proposers, which are signed and submitted in writing will be recognized by the CITY as duly authorized expressions on behalf of the Proposer. It is the Proposer's responsibility to contact the Purchasing Division at (954) 935-5346 (prior to the date and time for submission) to determine if any addenda have been issued.

VIII. EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

A selection committee appointed by the City of Margate will evaluate proposals submitted. Proposals will be evaluated in accordance with weighted criteria listed below:

CRITERIA**POINT RANGE****Understanding of the Project**

0 - 30

Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project?

How well has the proposer identified pertinent issues and potential problems related to the project?

Has the proposer demonstrated that it understands what the city expects the vendor to provide?

Equipment and Facilities

0 - 40

Has the proposer adequately described the size of the storage facilities, equipment, and reporting capability to be used?

Do the described facilities, equipment, and reporting capabilities of the Proposer meet the requirements outlined in the RFP?

Type and number of vehicles available and the adequacies of these units?

Experience and Qualifications

0 - 30

Does the firm have experience with similar type contracts?

Length of time in business?

Are references complete and do they demonstrate experience that would indicate the ability to perform this type of contract for the City?

Total**100****COST WILL NOT BE A FACTOR IN THE SELECTION OF A FIRM.**

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

As the best interest of the City may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

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.

B. ORAL PRESENTATIONS

During the evaluation process, the Selection Committee may, at its discretion, request firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

C. FINAL SELECTION

The City of Margate will select/award the firm/s which best meet/s the interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decision will be final.

IX. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:

- (a) Proposal and Offeror's Certification
- (b) Non-Collusive Affidavit
- (c) Qualification Statement
- (d) Scrutinized Company Certification
- (e) Drug-Free Workplace Form
- (f) E-Verify Form
- (g) Non-Coercive Conduct Affidavit
- (h) Foreign Countries of Concern Affidavit
- (i) Certificate of Insurance

X. AWARD OF CONTRACT

Contract/s shall be awarded to the responsible Offeror/s whose proposal/s is/are determined to be the most advantageous to the City, taking into consideration the evaluation factors and criteria set forth in the Request for Proposal document.

XI. GENERAL CONDITIONS

A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: Pursuant to the requirement of Section 287.133 (2)(a), Florida Statutes, "A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

B. EXPENSES: All expenses for making the proposal to the City are borne by the Proposer.

C. WITHDRAWAL: Any proposal may be withdrawn up until the date and time set forth for the opening of proposals. Any proposal not withdrawn shall constitute an irrevocable offer for a period of 90 days or until one or more of the proposals have been duly accepted and a contract is awarded. No guarantee or representation is made herein as to the time between the proposal opening and subsequent award.

D. LAWS: All applicable laws and regulations of the U.S. Government, State of Florida, Broward County and ordinances and regulations of the City of Margate will apply to any resulting agreement.

E. AGREEMENT/CONTRACT: Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, at a minimum, applicable provisions of the Request for Proposal. The City reserves the right to reject any agreement that does not conform to the Request for Proposal and any City requirements for agreements and contracts.

F. CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all Proposers must indicate if any City of Margate employee is an owner, corporate officer, or employee of their business. If such relationship(s) exist, the Proposer must file a statement with the Supervisor of Elections, pursuant to Florida Statute 112.313.

G. COPYRIGHTS AND PATENT RIGHT: Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this proposal, and successful proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

H. TAXES: The City of Margate is exempt from any taxes imposed by the State and Federal Governments. Exemption certificates will be provided upon request.

I. RETENTION OF RECORDS AND RIGHT TO ACCESS CLAUSE: The successful proposer shall preserve and make available all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of five (5) years after termination of this contract; or if an audit has been initiated and audit findings have not been resolved at the end of these (5) years, the records shall be retained until resolution of audit finding.

J. ANTI-COLLUSIVE STATEMENT: By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to Anti-Collusive Affidavit).

K. ASSIGNMENT: Successful Proposer may not assign or transfer this contract in whole or in part without prior written approval of the City of Margate.

L. TERMINATION: (a) Termination for Cause - In the event the Successful Offeror (Contractor) shall default in any of the terms, obligations, restrictions or conditions in the contract documents, the City shall give the Contractor written notice by certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the conditions(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the contract. (b) Termination for Convenience - Upon thirty (30) calendar days written notice to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the contract for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the contract is terminated for the convenience of the City, the notice of termination to the Contractor must state that the contract is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service. (c) Cancellation for Unappropriated Funds - The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period, regardless of contract term, is subject to appropriation of funds, unless otherwise authorized by law.

M. LITIGATION VENUE: This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of the Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

N. GOVERNMENT RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items/services offered on the proposal prior to delivery/performance, it shall be the responsibility of the Contractor to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Margate reserves the right to accept any such alteration, including any price adjustments occasioned hereby, or to cancel the contract at no further expense to the City.

O. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): Proposer warrants that the product supplied to the City of Margate conforms in all respects to the standards set forth in the OSHA and its amendments and any applicable industry standards.

P. NOTICES: The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury or loss.

Q. WARRANTY: Successful offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material and workmanship.

Successful offeror warrants all materials and workmanship for a minimum of one (1) year from date of completion and acceptance by City. If within one (1) year after acceptance by City, or within such larger periods of time as may be prescribed by law any of the work is found to be defective or not in accordance with the contract documents, successful offeror shall promptly after receipt of written notice from City to do so, correct the work unless City has previously given successful offeror a written acceptance of such condition. This obligation shall survive termination of the contract.

Warranty of Fitness for a Particular Purpose: Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended and outlined within this proposal package. Successful offeror understands and agrees that City is purchasing the equipment in reliance upon the skill of successful offeror in furnishing the equipment suitable for the purpose stated. If the equipment cannot be used in the manner stated in the proposal, then City, at its sole discretion, may return the equipment to successful offeror for a full refund of any and all monies paid for the equipment.

Warranty of Title: Successful offeror warrants that all equipment delivered under the contract shall be of new manufacture and that successful offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

R. DAMAGE: The Contractor shall be liable for damage or loss (other than damage or loss to property insured under the property insurance provided or required by the Contract Documents to be provided by the Owner) to property at the site caused in whole or in part by the Contractor, a contractor of the Contractor or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable.

S. TRIAL BY JURY: CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL

BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

T. INDEMNIFICATION: Contractor agrees to indemnify, defend, save, and hold harmless the City of Margate, its officers and employees, from or on account of all damages, losses, liabilities, including but not limited to reasonable attorneys' fees, and costs to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Agreement. The limitation for such indemnification shall be \$1,000,000 per occurrence, or 100% of the Contractor's total Bid price, whichever is higher. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statute.

U. WORKING HOURS AND INSPECTIONS: The City of Margate's working hours are Monday through Friday 8 A.M. – 6 P.M.. Contractor must plan for and schedule inspections within the City's working hours. Contractor can perform work Monday – Saturday from Dawn to Dusk. Work on Sunday is not permitted unless a special request is made to the City 48 hours in advance. All requests must be approved by the City Manager.

V. NO WAIVER: No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.

W. CONE OF SILENCE: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and City holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. All Proposers are directed to make all contact regarding this solicitation and during the evaluation process of this project through the Purchasing Division of the City of Margate as stated previously in this RFP document. Proposers are not to contact any member of the selection/evaluation committee.

X. BID SECURITY, BONDS: Each bid (if required) shall be accompanied by a certified or cashier's check or approved Bid Bond in the amount stated in the Bid Documents. Said check or bond shall be made payable to the City and shall be given as guarantee that the Bidder, if awarded the Bid, will enter into an Agreement with the City, and shall furnish the necessary insurance certificates, Payment and Performance Bonds (IF REQUIRED), each of said bonds to be in the amount stated in the Bid Documents or Agreement. In case of refusal or failure by Bidder to enter into an Agreement, the check or bid bond shall be forfeited to the City. If the bidder elected to furnish a Bid Bond as its Bid Security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

Y. OTHER GOVERNMENTAL AGENCIES: If Contractor is awarded a contract as a result of this RFP solicitation, Contractor may, if they have sufficient capacity of quantity available, provide to other governmental agencies, so requesting, the product or services awarded in accordance with the terms and conditions of the bid proposal and resulting contract. Prices shall be FOB DELIVERED to the requesting agency.

Z. CITY PERMITS: The Contractor shall be required to obtain all necessary permits from the City Engineering and/or Building Departments. If the schedule of Bid Prices does not include a permit allowance line item, permit fees should be included in your bid proposal. All permit applications shall be made using the City's online permitting system **ePermitting-ProjectDox** and can be obtained from the City's website at www.margatefl.com under **BUILDING DEPARTMENT** for City Building permits and under **ENVIRONMENTAL AND ENGINEERING SERVICES DEPARTMENT** for City Engineering permits. City Building permit fees are NOT waived and the cost should be included in the bid. Non-City permit fees (County and other regulatory agencies) are not waived and shall be included in the bid. City Engineering permits will not have a fee. Any questions regarding the requirements to obtain a permit from the City of Margate Building Department should be directed to (954) 970-3004. All City Engineering permits questions should be directed to DEES Department at (954) 972-0828.

AA. DISPUTES: NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

AB. RATES: Rates shall remain firm and fixed for the initial contract term. Rates for any extension term are subject to negotiation between the parties and any changes require City Commission approval. In the event the Contractor wishes to adjust the rates for the extension term, Contractor shall notify the City in writing ninety (90) days prior to the contract anniversary date, and include in the notice the requested adjustments including full documentation of the requested changes. If no notice is received by that date, it will be assumed by the City that no adjustment is requested by the Contractor and that the rates will remain the same for the extension term. If the City requests an adjustment it will notify the Contractor under the same terms and schedule. Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on rates for the extension term (not to exceed a maximum of 5% increase). In the event that the rates cannot be resolved to the City's satisfaction, the City Manager or designee reserves the right to terminate the contract at the end of the initial contract term.

AC. INSURANCE

The proposer shall furnish to the Purchasing Division, City of Margate, 5790 Margate Blvd., Margate, Florida 33063 certificates of insurance which indicate the insurance coverage has been obtained or otherwise secured in a manner satisfactory to the City in an amount equal to 100% of the requirements provided herein and shall be presented to City prior to issuance of any contract(s) or award(s) document(s) which meets the requirements as outlined on the accompanying Agreement. Additionally, any subcontractor hired by the Contractor for this project shall provide insurance coverage as stated herein. City shall not be responsible for purchasing and maintaining any insurance to protect the interests of Contractor, subcontractors or others on the Work Site. City specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statute 768.28 and Florida Statute 95.11.

AD. RECORDS/AUDITS

1. The City of Margate is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically the Contractor shall:
 - a) Upon completion of the project, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of five (5) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Contractor shall retain all records hereunder for a period of five (5) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the City, transfer all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the retention period, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically 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. This requirement applies to the prime Contractor and all sub-contractor's project records. However, it is the responsibility of the prime Contractor to provide all of the records, both for the prime Contractor and sub-contractor's records.
 - b) Upon request from the City's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
2. During the term of the contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

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:

Telephone number:
(954) 972-6454
E-mail address:
recordsmanagement@margatefl.com
Mailing address:
5790 Margate Boulevard
Margate, FL 33063

AE. CHANGE ORDERS

1. The City, without invalidating this Agreement, may order additions, deletions, or revisions to the Work. A written Amendment, Change Order, or Work Change Directive shall authorize such additions, deletions, or revisions.
2. All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the Work to the City or which extend the time for completion, must be formally authorized and approved by the appropriate City authority prior to their issuance and before Work may begin.
3. No claim against the City for extra Work in furtherance of a Change Order shall be allowed unless prior written City approval pursuant to this section has been obtained.
4. The Contract Price and Contract Time shall be changed only by Change Order or written Amendment.
5. The Project Manager shall prepare Proposed Change Orders on forms provided by the City. When submitted for approval, they shall carry the signature of the Public Works Director, the City Manager, and the Contractor.
6. If the City and the Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract times that should be allowed as a result of a Work Change Directive, a claim may be made therefore.
7. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented.
8. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility and the amount of each applicable bond shall be adjusted accordingly.
9. Any claim for adjustment in the Contract Price or time shall be based upon written notice delivered by the party making the claim to the other parties and to the Engineer/Project Manager not later than fifteen (15) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the contract time will be valid if not submitted in accordance with this Paragraph.
10. The cost or credit to the City from a change in the Work shall be determined by

one or more of the following ways:

- a) By a cost analysis process to be performed on all change orders. The cost analysis for all change orders will include a separate determination of profit for each change order requested.
- b) When only nominal quantities are to be changed, change order may be determined by existing unit prices stated in the Contract Documents or subsequently agreed upon. For substantive changes in quantities, Contractor shall be required to perform a cost analysis as required in the previous paragraph.

AF. FINAL PROJECT CLOSE OUT

Upon final inspection of the project by the City, the Contractor(s) shall submit a detailed description of all work performed. Services not specifically identified in any Contract derived from this request may be added to the Contract upon mutual consent of the contracting parties.

AG. SCRUTINIZED COMPANIES

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes; or
 - ii. Is engaged in business operations in Cuba or Syria.
- c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
- d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

AH. RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

AI. E-VERIFY

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.

“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.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that 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 Margate; and
- c) *By entering into this Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. 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 20 calendar days after the date of termination. 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 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.*

AJ. NONCOERCION OF LABOR

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 20____.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this __ day of _____, 20____,

by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 20 ____.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this __ day of _____, 20 ____

by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 20____.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this __ day of _____, 20____

by _____ (Name), _____ (Title) of

_____ (Name of Company) who is personally known to

me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 20____.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this __ day of _____, 20____,

by _____(Name), _____(Title) of

_____(Name of Company Name) on behalf of the

Corporation, who is personally known to me or who has produced _____

as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By:

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this _____ day of _____,

20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

**OFFEROR'S
QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Margate (Purchasing Manager)

ADDRESS: 5790 Margate Boulevard
Margate, Florida 33063

CIRCLE ONE

SUBMITTED BY: _____
NAME: _____
ADDRESS: _____
PRINCIPAL OFFICE: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. (Attach corporate documents from the State of Florida (sunbiz.org) to this statement.)

The correct name of the Offeror is: _____

The address of the principal place of business is:

2. If Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____
- g. Name and address of Resident Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?
 - a. Under what other former names has your organization operated?

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

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

(Signature)

State of _____

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization this _____ day of

_____, 20____, by _____, who is

personally known to me or who has produced _____ as

identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

Scrutinized Company Certification

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

- (1) This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- (2) This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Sudan or a government- created project involving oil related, mineral extraction, or power generation activities, or
 - Have a material business relationship involving the supply of military equipment, or
 - Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - Have been complicit in the genocidal campaign in Darfur.
- (3) This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - Have a material business relationship with the government of Iran or a government- created project involving oil related or mineral extraction activities, or
 - Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- (4) This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

DRUG-FREE WORKPLACE PROGRAM FORM

In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. In the event that none of the tied vendors have a Drug-free Workplace program in effect, the City reserves the right to make final Decisions in the City's best interest. In order to have a Drug-free Workplace Program, a business shall:

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

If bidder's company has a Drug-free Workplace Program, so certify below:

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

SIGNATURE OF BIDDER: _____ **DATE:** _____

CITY OF MARGATE E-VERIFY FORM

Project Name:	
Project No.:	

ACKNOWLEDGEMENT

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.

“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.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that 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 Margate; and
- c) *Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. 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 20 calendar days after the date of termination. 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 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.*

COMPANY CONTACT INFORMATION

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

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment

Entity

name:

_____("Vendor")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), the City may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the City which would grant the entity access to an individual's personal identifying information.

1. _____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

ATTACHMENT A
RATE SCHEDULE

1. Class A Tow
 - a. Hookup and first 15 minutes \$ _____
 - b. Each additional 30 minutes \$ _____
 - c. Mileage outside of City limits \$ _____/mile
 - d. Outside storage (after 6 hours) \$ _____/day
 - e. Inside storage (after 6 hours) \$ _____/day
 - f. Winch and recovery first 15 minutes \$ _____
 - g. Each additional 30 minutes \$ _____
 - h. Road Service \$ _____
2. Class B Tow
 - a. Hookup and first 15 minutes \$ _____
 - b. Each additional 30 minutes \$ _____
 - c. Mileage outside of City limits \$ _____/mile
 - d. Outside storage (after 6 hours) \$ _____/day
 - e. Inside storage (after 6 hours) \$ _____/day
 - f. Winch and recovery first 15 minutes \$ _____
 - g. Each additional 30 minutes \$ _____
 - h. Road Service \$ _____
3. Class C Tow
 - a. Hookup and first 15 minutes \$ _____
 - b. Each additional 30 minutes \$ _____
 - c. Mileage outside of City limits \$ _____/mile
 - d. Outside storage (after 6 hours) \$ _____/day
 - e. Inside storage (after 6 hours) \$ _____/day
 - f. Winch and recovery first 15 minutes \$ _____
 - g. Each additional 30 minutes \$ _____
 - h. Road Service \$ _____
4. Miscellaneous Charges
 - a. Administrative Fee \$ _____
 - b. Certified Divers, per diver per hour \$ _____/hour
 - c. Dollies \$ _____

NOTE: Include fees for all other services not included above on an attached sheet.

An itemized bill based on the above rate must be provided to each customer detailing specific charges included in company rate.

ATTACHMENT B
PAYMENT TO THE CITY

To: The City of Margate, Florida

The undersigned hereby agrees to pay the City of Margate the annual service fee of:

(25%) of the tow rates adopted by the City

And shall remit such fee to CITY after it is collected, within thirty (30) days of said collection

Submitted by:

Name (printed) _____ Title _____

Company (legal Registered) _____

Federal Tax ID Number: _____

Address: _____

City/State/Zip: _____

Telephone No: _____ Email: _____

Signature: _____ Date: _____

ATTACHMENT C

DATE _____
TIME _____

MARGATE POLICE DEPARTMENT
(954) 972-7111
IMPOUNDED VEHICLE REPORT

CASE NO. _____
OTHER P.D. NO. _____
OTHER DEPT. _____

YEAR	MAKE	MODEL	COLOR(S)
TAG NUMBER	STATE	YEAR	DECAL (MONTH & NUMBER)
VIN	REASON TOWED		MILEAGE
NAME OF OWNER		NAME OF DRIVER	
TOWED FROM		TOWED TO	
REASON FOR HOLD HOLD YES ☐ NO ☐			
HOLD AUTHORIZED BY (RANK & NAME)		BADGE NO.	BUREAU / DIVISION
IMPOUNDING OFFICER	TOW TRUCK DRIVER	HOLD RELEASED BY	DATE

INVENTORY AND CONDITION OF VEHICLE

VEHICLE DAMAGE	YES	NO	USUAL ACCESSORIES	PROPERTY INVENTORY
FRONT END				OTHER PROPERTY
L/F ¼				
L/F DOOR			RADIO ☐	
L/R DOOR				
L/R ¼			TAPE PLAYER ☐	
REAR END				
R/F ¼			C.B. ☐	
R/F DOOR				
R/R DOOR			MAG WHEELS ☐	IF VEHICLE STRIPPED, LIST ITEMS MISSING
R/R ¼				
HOOD			SPARE TIRE ☐	
TOP			JACK ☐	
REAR LID			KEYS ☐	

ITEMS HELD AS EVIDENCE

1. _____	5. _____
2. _____	6. _____
3. _____	7. _____
OFFICER MAKING INVENTORY DATE TIME	
4. _____	

REGISTERED OWNER'S NOTIFICATION OF IMPOUNDED VEHICLE

OWNER NOTIFIED: DATE _____ TIME _____ IN PERSON () TELEPHONE () OTHER ()				
UNABLE TO NOTIFY OWNER () REASON: _____				
NOTIFYING OFFICER _____		OWNERS SIGNATURE _____		
OWNER'S REQUEST FOR PRIVATE TOW: (COMPANY NAME)		SIGNATURE OR RELEASE OF RESPONSIBILITY FOR PRIVATE TOW		DO NOT WRITE IN THIS SPACE NCC MESSAGE #
VEHICLE CLAIMED BY	ADDRESS	PHONE		
			DMV	
DATE & TIME VEHICLE RELEASED			NTO	

WHITE: Records; YELLOW: Towing Co. to return to P.D.; PINK: Towing Co.; GOLDENROD: Owner

ATTACHMENT D

CLASS A – Per Wrecker
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 10,000 GVW
▪ 4 Ton minimum capacity Winch
▪ Dual rear wheels
▪ Minimum 100 ft. 3/8 inch cable
▪ Cradle or tow plate or tow sling with safety chains
▪ Dollies
▪ Snatch block (each winch)
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED
▪ Clearance and marker lights
▪ Floodlights on hoist
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) each
▪ Bolt Cutters (minimum ½" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe
▪ All other equipment required by law

ATTACHMENT E

CLASS B – Per Wrecker
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 20,000 GVW
▪ 10 Ton minimum capacity Winch
▪ Dual rear wheels
▪ Minimum 100 ft. 1/2 inch cable
▪ Cradle or tow plate or tow sling with safety chains
▪ One set of scotch blocks or hydraulic rear extendable blocks
▪ Snatch block (each winch)
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED
▪ Clearance and marker lights
▪ Floodlights on hoist
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) 1 each
▪ Bolt Cutters (minimum 1/2" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe
▪ All other equipment required by law

ATTACHMENT F

CLASS C – Per Wrecker
▪ Wrecker commercially manufactured
▪ Minimum manufacture's rated capacity-truck chassis – 30,000 GVW Tandem axle trucks – 50,000 lbs GVW
▪ Twin Winches – minimum combined capacity of 25 tons
▪ Dual rear wheels
▪ Minimum 200 ft. 5/8 inch cable
▪ Cradle or tow plate or tow sling with safety chains
▪ One set of scotch blocks or hydraulic rear extendable blocks
▪ Snatch block (each winch)
▪ Extra towing chain – 6 to 8 feet with hooks
▪ Amber emergency lights (rotating and/or strobe/LED
▪ Clearance and marker lights
▪ Floodlights on hoist
▪ Two-way radio or mobile phone
▪ Crowbar or pry bar (minimum length – 30 inches) 1 each
▪ Bolt Cutters (minimum ½" opening)
▪ 1 Set of jumper cables
▪ Flashlight
▪ Minimum of 5 – 30 minute safety flares
▪ Minimum of 3 – safety cones or triangle reflectors
▪ 5 lb. minimum Fire Extinguisher – CO2 or dry chemical
▪ 4-way lug nut wrench
▪ Red Reflectors (1 set)
▪ Heavy duty push broom
▪ 50 lbs. of sand or equivalent
▪ Professionally painted lettering on both sides of the wrecker
▪ Square shovel
▪ Axe
▪ All other equipment required by law

Maximum Nonconsent Towing Rates Summary Table

 CONSUMER PROTECTION DIVISION	FY 2024 · Oct. 1, 2023– Sept. 30, 2024	FY 2025 · Oct. 1, 2024 – Sept. 30, 2025	FY 2026 · Oct. 1, 2025 – Sept. 30, 2026
	CPI = .7%	CPI = 2.9%	CPI = 2.4%
	PRIVATE PROPERTY TOWS		
	Class A Vehicle		
TOWING FEE	\$165.95	\$170.76	\$175.00
STORAGE FEE (PER 24 HOURS)	\$27.33	\$28.12	\$29.00
ADMINISTRATIVE FEE	\$51.86	\$53.36	\$55.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	Class B Vehicle		
TOWING FEE	\$199.19	\$204.97	\$210.00
FLATBED TOWING FEE	\$221.97	\$228.41	\$234.00
STORAGE FEE (PER 24 HOURS)	\$48.95	\$50.37	\$52.00
ADMINISTRATIVE FEE	\$51.86	\$53.36	\$55.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$199.19 per person	\$204.97 per person	\$210.00 per person
LABOR FEE (PER HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	Class C Vehicle		
TOWING FEE	\$341.48	\$351.38	\$360.00
FLATBED TOWING FEE	\$366.52	\$377.15	\$386.00
STORAGE FEE (PER 24 HOURS)	\$56.92	\$58.57	\$60.00
ADMINISTRATIVE FEE	\$51.86	\$53.36	\$55.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$341.48 per person	\$351.38 per person	\$360.00 per person
LABOR FEE (PER HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	Class D Vehicle		
TOWING FEE	\$455.33	\$468.53	\$480.00
FLATBED/LOWBOY TOW FEE	\$366.52	\$377.15	\$386.00
STORAGE FEE (PER 24 HOURS)	\$56.92	\$58.57	\$60.00
ADMINISTRATIVE FEE	\$51.86	\$53.36	\$55.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$113.82 per person	\$117.12 per person	\$120.00 per person
LABOR FEE (PER 1/4 HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)

Maximum Nonconsent Towing Rates Summary Table

	FY 2024 · Oct. 1, 2023 – Sept. 30, 2024	FY 2025 · Oct. 1, 2024 – Sept. 30, 2025	FY 2026 · Oct. 1, 2025 – Sept. 30, 2026
	CPI =.7%	CPI=2.9%	CPI= 2.4%
CONSUMER PROTECTION DIVISION	TOWS DIRECTED/PERFORMED BY GOVERNMENT AGENCIES		
	Class A Vehicle		
TOWING FEE (FIRST 15 MINUTES)	\$147.98	\$152.27	\$156.00
EACH ADDITIONAL 30 MINUTES OR	\$62.61	\$64.43	\$66.00
INDOOR STORAGE (PER 24 HOURS)	\$34.15	\$35.14	\$36.00
OUTDOOR STORAGE (PER 24 HOURS)	\$27.33	\$28.12	\$29.00
ADMINISTRATIVE FEE	\$51.86	\$53.36	\$55.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	Class B Vehicle		
TOWING FEE	\$199.19	\$204.97	\$210.00
FLATBED TOWING FEE	\$221.97	\$228.41	\$234.00
STORAGE FEE (PER 24 HOURS)	\$48.95	\$50.37	\$52.00
ADMINISTRATIVE FEE	\$51.86	\$53.36	\$55.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$199.19 per person	\$204.97 per person	\$210.00 per person
LABOR FEE (PER HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	Class C Vehicle		
TOWING FEE	\$341.48	\$351.38	\$360.00
FLATBED TOWING FEE	\$366.52	\$377.15	\$386.00
STORAGE FEE (PER 24 HOURS)	\$56.92	\$58.57	\$60.00
ADMINISTRATIVE FEE	\$51.86	\$53.36	\$55.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$341.48 per person	\$351.38 per person	\$360.00 per person
LABOR FEE (PER HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	Class D Vehicle		
TOWING FEE	\$455.33	\$468.53	\$480.00
FLATBED/LOWBOY TOWING FEE	\$366.52	\$377.15	\$386.00
STORAGE FEE (PER 24 HOURS)	\$56.92	\$58.57	\$60.00
ADMINISTRATIVE FEE	\$51.86	\$53.36	\$55.00
RESEARCH FEE	Actual costs incurred	Actual costs incurred	Actual costs incurred
	\$113.82 per person	\$117.12 per person	\$120.00 per person
LABOR FEE (PER 1/4 HOUR)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)	(starts when person arrives at the scene and ends when person leaves the scene)
	After-Hours Access Fee - Government Directed/Performed Tows Only		
	\$100	\$100	\$100

Maximum Nonconsent Towing Rates Summary Table

	FY 2024 • Oct. 1, 2023 – Sept. 30, 2024	FY 2025 • Oct. 1, 2024 – Sept. 30, 2025	FY 2026 • Oct. 1, 2025 – Sept. 30, 2026
	CPI = .7%	CPI= 2.9%	CPI= 2.4%
CONSUMER PROTECTION DIVISION	TOWS DIRECTED/PERFORMED BY GOVERNMENT AGENCIES		
	All Vehicle Classes		
IMMOBILIZATION	\$73.99	\$76.14	\$78.00
	Road Service		
CLASS A	\$45.54	\$46.86	\$48.00
CLASS B	\$63.73	\$65.58	\$67.00
CLASS C	\$82.53	\$84.92	\$87.00
CLASS D	\$82.53	\$84.92	\$87.00
	Winch Recovery		
CLASS A	\$113.82 (first 30 minutes) \$56.92 (each additional 30 minutes)	\$117.12 (first 30 minutes) \$58.57 (each additional 30 minutes)	\$120.00 (first 30 minutes) \$60.00 (each additional 30 minutes)
CLASS B	\$199.19 (first 30 minutes) \$99.60 (each additional 30 minutes)	\$204.97 (first 30 minutes) \$102.49 (each additional 30 minutes)	\$210.00 (first 30 minutes) \$105.00 (each additional 30 minutes)
CLASS C	\$341.48 (first 30 minutes) \$170.75 (each additional 30 minutes)	\$351.38 (first 30 minutes) \$175.70 (each additional 30 minutes)	\$360.00 (first 30 minutes) \$180.00 (each additional 30 minutes)
CLASS D	\$455.33 (first 30 minutes) \$227.67 (each additional 30 minutes)	\$468.53 (first 30 minutes) \$234.27 (each additional 30 minutes)	\$480.00 (first 30 minutes) \$240.00 (each additional 30 minutes)
MISCELLANEOUS FEE PROVISIONS			

- 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 actual 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 title 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.
- 6) If requested by a government or law enforcement agency, persons providing nonconsent towing services must remove any hazardous materials, substances, or debris from the location where the vehicle is being towed. 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.

FREQUENTLY ASKED QUESTIONS

1. **QUESTION:** Will the City of Margate give consideration to a towing firm that meets the criteria outlined in the RFP package with the exception of the business conflict of interest stipulations?

ANSWER: No. Proposals submitted by any firm who is later determined by the City to have a business conflict of interest as outlined in the RFP package will be considered non-responsive.

2. **QUESTION:** For the purposes of faster response times, will the contracted towing firm be allowed to stage tow trucks at a business location within the City of Margate if the primary function of that business is a business type listed under the business conflict of interest section of the RFP package?

ANSWER: No. The City of Margate will not allow a staging arrangement if the business location where the trucks are to be staged is a type of business listed under the business conflict of interest section of the RFP package.

3. **QUESTION:** Will the City of Margate allow the contracted towing firm to have in its employ a driver who has a criminal record with a felony conviction?

ANSWER: No. Due to the fact that the services required under any contract resulting from this RFP will include but not be limited to handling, transporting and storage of vehicles and property that are considered evidence in active criminal investigations, the contracted towing firm will not be permitted to have in its employ a driver who has a criminal record with a felony conviction.

4. **QUESTION:** Can more clarification regarding the bonding that will be required be given?

ANSWER: A bond in an amount not less than 100% of the estimated annual administrative fees is required to be maintained for the duration of the contract term. We estimate the annual fees to be approximately \$50,000, so the bond will be based on that amount.

SAMPLE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/01/2024

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).

PRODUCER	CONTACT NAME:	FAX (A/C, No):
Producer Name	PHONE (A/C, No, Ext):	No):
Producer Address	E-MAIL ADDRESS:	
Producer Phone Number	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Carrier A	12345
INSURED	INSURER B:	
Contractor or Subcontractor Name	INSURER C:	
Contractor or Subcontractor Address	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		X		Policy Number	10/01/2025	09/30/2026	MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO			Policy Number	10/01/2025	09/30/2026	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB						EACH OCCURRENCE
	☐ EXCESS LIAB						AGGREGATE
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		Policy Number	10/01/2025	09/30/2026	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Margate shall be included as an additional insured on the Commercial General Liability policy, as required by the agreement.

CERTIFICATE HOLDER**CANCELLATION**City of Margate
5790 Margate Blvd.
Margate, FL 33063

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

SAMPLE FORM OF AGREEMENT

SAMPLE FORM OF AGREEMENT

THIS CONTRACT, made and entered into this ____ day of _____, 20____, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and _____ (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

ARTICLE I

THE CONTRACT DOCUMENTS

The Contract Documents consist of all of the following: Request for Proposal Document (RFP 2026-007), Offeror's Certification, Offeror's Qualification Statement , Non-Collusive Affidavit, Drug-Free Workplace Form, Scrutinized Companies Certification, E-Verify Form, Affidavit Attesting to Noncoercive Conduct for Labor or Services, Affidavit Regarding Contracting with Entities of Foreign Concern, and Certificate of Insurance, and which are made a part of this contract, or any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

ARTICLE 2

SCOPE OF THE WORK

CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies, and services necessary to perform all of the work required by the Contract Documents for:

RFP NO. 2026-007 TOWING SERVICES

CONTRACTOR shall not engage directly or indirectly or through any subsidiary or other entity in the automobile repair or automobile paint and body repair business.

The CITY shall request the services of CONTRACTOR whenever towing or wrecker services is required in a situation where the owner of the motor vehicle involved does not specify or instruct the CITY to telephone or order service from a specific towing or wrecker services; or where the use of CONTRACTOR is deemed to be in the best interest of the CITY. However, in the event that CONTRACTOR, in the opinion of and within the discretion of the CITY, does not have available the necessary equipment to provide the service required at a particular time or place, the CITY may at its discretion call upon another towing or wrecker services to provide a part of or all of the equipment required in any particular circumstance. Further, in the event that CONTRACTOR does not provide service within a reasonable time following the request of the CITY, then and in that event the CITY may in its discretion call upon another towing or wrecker service to provide the service required.

CONTRACTOR's charges and fees for towing and wrecker services rendered within the city limits of the City of Margate in connection with the provisions of this agreement shall be set by the City Commission and shall at all times be posted with the CITY as well as in public view within all of CONTRACTOR's offices. CONTRACTOR agrees to maintain, at all times, modern up-to-date equipment capable of meeting all of the needs of the CITY in connection with the terms of this agreement, and further, CONTRACTOR agrees that said equipment shall in addition to the specifications and requirements as set forth in the attached Attachment "A" also be manned by well-trained courteous personnel.

CONTRACTOR further agrees upon demand of the CITY to make its books and records available for inspection by the CITY and to provide for the interrogation of CONTRACTOR's principals and employees by the CITY in the event

that any such interrogation or investigation may become necessary in connection with any other matter of interest to the CITY involving the towing and wrecker service. CONTRACTOR shall maintain adequate and accurate records of all calls, and the disposition of all vehicles and all billings and revenue. A minimum 5 years of records must be maintained at all times.

CONTRACTOR agrees to submit its trucks and equipment to inspection by the CITY at any reasonable time set forth in the CITY's request so as to insure compliance with all of the terms of this agreement and the terms of the attached specifications in Attachment "A".

It is expressly understood by and between the parties to this agreement that the CITY is a municipal corporation and that this agreement relates to the provision to the CITY of service that clearly affects the health and welfare of the citizens of the City of Margate. Notwithstanding all of the above, it is further understood that CONTRACTOR is an independent contractor governed by the terms of this contract and not an employee or general agent of the City of Margate. The provision of towing and wrecker service is further clearly related to the maintenance of the CITY's vehicles and the safety of the streets and thoroughfares of the CITY. By virtue of the extraordinary nature of the CITY's obligation and by virtue of the unusual nature of the obligations of the CITY dealt with in this agreement, it is understood and acknowledged by CONTRACTOR that this agreement shall be terminated by the CITY immediately at any time that it becomes apparent to the CITY that CONTRACTOR is not performing in accordance with the terms and requirements of this agreement or that CONTRACTOR does not have the facilities and capabilities of performing in accordance with the terms of this agreement. For the purpose of this agreement and this section of the agreement, these terms include not only the terms set forth in this agreement, but also the terms of the Attachment "A" (a copy of which is attached), and such additional or other terms and requirements as may from time to time during the course of this agreement be imposed by the CITY in order to insure the adequate provision of towing and wrecker service to the CITY. It is further understood and agreed that CONTRACTOR does hereby release the CITY from any such claim for any damages of any kind in accordance with their performance under the terms of this agreement in the event of the cancellation of this agreement by the CITY at any time. Further, it is understood that by the very nature of the terms of this agreement and the municipal function related to herein that the CITY may cancel this agreement at any time.

CONTRACTOR agrees to release and hold harmless and to defend and pay on behalf of the CITY from any and all claims, suits for damages of whatsoever kind brought against the CITY or in which the CITY is named as a defendant arising out of this agreement, servants or employees or assigns, during the terms of this agreement. Further CONTRACTOR agrees to hold harmless and to pay all costs, judgements and reasonable attorneys' fees incurred by the CITY as a result of any act of CONTRACTOR, its agents, servants or employees in connection with its performance under the terms of this agreement.

CONTRACTOR agrees to perform emergency door unlock services at no charge when called upon by the CITY to unlock a vehicle that is occupied by a small child or an animal.

CONTRACTOR agrees to be utilized at no charge to the CITY as part of the CITY's onsite disaster response team. As such, CONTRACTOR shall stage as requested by the CITY one (1) tow vehicle (minimum class A) with operator at the CITY's Emergency Operations Center (E.O.C.) or other facility as designated by the CITY. A tow vehicle and operator shall be staged onsite at the beginning of a CITY declared emergency and remain available to render services as needed for clearing roadways of vehicles and debris as required for the duration of the declared emergency.

CONTRACTOR shall upon request by CITY's police department remove component parts (hoods, doors, windows, etc.) of any towed vehicle in storage at no charge to the CITY.

ARTICLE 3

CONTRACT TIME

CONTRACTOR shall in accordance with instructions received from the CITY, provide at the CITY's direction, towing and wrecker service within the city limits of the CITY of Margate for a period of five (5) years with an option to renew for an additional five (5) year period under such terms and in accordance with such specifications as may from time to time be specified by the CITY.

ARTICLE 4

PAYMENT

Contractor shall pay CITY by and through its imposition of an administrative fee on the registered owner or other legally authorized person in control of a vehicle or vessel that is towed by Contractor from public property. Said fee shall equal twenty five percent (25%) of the tow rates adopted by the City, and in accordance with State law, to cover the cost of removal, which also includes enforcement and parking enforcement. Contractor shall impose and collect the administrative fee on behalf of CITY and shall timely remit such fee to CITY after it is collected, within thirty (30) days of said collection.

CITY adopts all tow rates as adopted by Broward County, Florida as exists currently or as amended in the future. Contractor agrees to adhere to all such Broward County tow rates for purposes of all its business activity within the City under this Agreement, and for purposes of compensation to CITY under same. Broward County Tow Rates are attached in Attachment G.

ARTICLE 5

MISCELLANEOUS PROVISIONS

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of this Agreement shall be litigated only in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. No waiver of any provision, covenant, or condition within this agreement or of the breach of any provision, covenant, or condition within this agreement shall be taken to constitute a waiver of any subsequent breach of such provision, covenant, or condition.
4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.
5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.
6. **THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
7. **PUBLIC RECORDS:** The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
 - a. Keep and maintain public records required by the City of Margate to perform the service.
 - b. Upon request from the City of Margate's custodian of public records, provide the City of Margate 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 this chapter or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City of Margate.
- d. Upon completion of the Agreement, transfer, at no cost, to the City of Margate all public records in possession of the Contractor or keep and maintain public records required by the City of Margate to perform the service. If the Contractor transfers all public records to the City of Margate upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Margate, upon request from the City of Margate's custodian of public records, in a format that is compatible with the information technology systems of the City of Margate.
- e. **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:**

Telephone number:

(954) 972-6454

E-mail address: recordsmanagement@margatefl.com

Mailing address:

5790 Margate Boulevard Margate, FL 33063

8. **SCRUTINIZED COMPANIES:** In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

8.1 Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

.1 One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

.2 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida Statutes; or

.3 Is engaged in business operations in Cuba and Syria.

8.2 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

8.3 The City reserves the right to terminate this contract if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

9. E-VERIFY

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.

“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.

2) Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that 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 Margate; and
- c) By entering into this Contract, the Contractor becomes obligated to 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 utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. 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 20 calendar days after the date of termination. 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 1 year after the date of termination and shall be liable for any additional costs incurred by the City as a result of the termination.

IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

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

CITY OF MARGATE

Antonio V. Arserio, Mayor

Cale Curtis, City Manager

____ day of _____, 20____

____ day of _____, 20____

ATTEST:

APPROVED AS TO FORM:

Jennifer M. Johnson, City Clerk

David N. Tolces, City Attorney

____ day of _____, 20____

____ day of _____, 20____

CORPORATION

FOR CORPORATION:

President (signature)

(Print Name)

____ day of _____, 20____

Secretary (signature)

(Print Name)

(CORPORATE SEAL)

____ day of _____, 20____

RFP NO. 2026-007 TOWING SERVICES