

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 11-756

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
APPROVING CONTRACT WITH J & J TOWING, INC. TO
PROVIDE TOWING SERVICES FOR THE CITY OF
MARGATE FOR AN ANNUAL SERVICE FEE PAYABLE TO
THE CITY OF \$52,000

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City
of Margate awards RFP No. 2010-001 approving contract with J & J
Towing, Inc. to provide towing services for the City of Margate
for an initial period of five (5) years with an option to renew
for an additional five (5) year period. In addition City shall
receive a service fee of \$52,000 annually payable in twelve (12)
monthly installments of \$4, 333.33.

SECTION 2: That the Mayor and City Manager are hereby
authorized and directed to execute a contract for the award of
RFP Towing Services to J & J Towing, Inc.


SECTION 3: That this Resolution shall become
effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 22nd DAY OF SEPTEMBER, 2010.

ATTEST:



LESLIE MAY
CITY CLERK



JOSEPH VARSALLONE
MAYOR

RECORD OF VOTE

| | |
|------------|--------|
| Bross | Absent |
| Donovan | Yes |
| McLean | Yes |
| Talerico | Aye |
| Varsallone | Yes |

CONTRACT

THIS AGREEMENT made and entered into this 1st day of October, 2010 by and between J & J TOWING, INC., hereinafter referred to as J & J and the CITY OF MARGATE, a municipal corporation, existing under the laws of the State of Florida, hereinafter referred to as CITY.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable considerations, the parties hereto agree as follows:

1. The Contract Documents consist of all of the following: Request for Proposal (RFP) document 2010-001 – To Provide Towing Services to the City of Margate, any and all addenda to the RFP document, J & J's response to the RFP dated August 3, 2010 and all associated forms including the rate schedule (Attachment A), certificate of insurance, etc. 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.
2. J & J 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 effective October 1, 2010 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.
3. J & J shall not engage directly or indirectly or through any subsidiary or other entity in the automobile repair or automobile paint and body repair business.
4. The CITY shall request the services of J & J 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 J & J is deemed to be in the best interest of the CITY. However, in the event that J & J, 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 J & J 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.

5. In the event that J & J cannot by reason of equipment failure or other reason, respond adequately to the CITY's needs, it shall be the responsibility of J & J to advise the CITY immediately and to further advise the CITY of the length of terms of J & J's inability to provide adequate service so that the CITY may call upon other towing or wrecker services during this period.
6. J & J'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 J & J's offices.
7. J & J 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, J & J 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.
8. J & J shall pay to the CITY the sum of fifty-two thousand dollars (\$52,000.00) annually, payable in twelve equal monthly installments of four thousand three hundred thirty-three dollars and 33 cents (\$4333.33). The CITY shall invoice J & J on the first of each month for the previous month's service period. Payments must be paid no later than the 15th of every month for the duration of this agreement.
9. J & J 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 J & J'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. J & J 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.
10. J & J 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".
11. 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 J & J Towing 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 J & J that this agreement shall be

terminated by the CITY immediately at any time that it becomes apparent to the CITY that J & J is not performing in accordance with the terms and requirements of this agreement or that J & J 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 J & J 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.

12. J & J 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 J & J 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 J & J, its agents, servants or employees in connection with its performance under the terms of this agreement.
13. J & J 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.
14. J & J agrees to be utilized at no charge to the CITY as part of the CITY's onsite disaster response team. As such, J & J 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.
15. J & J 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.
16. The RFP specifications shall be amended and/or changed and the amendments and changes shall be incorporated into this contract as follow:
 - a. Section 3 d.: J & J 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. If said response times exceed the times specified, the delay may be punishable by a \$50.00 fine charged to the Contractor or the Contractor's performance bond.

- b. J & J shall allow the owner of a towed vehicle to remove the auto tag and any unattached personal possessions in accordance with F.S. 320.0609.
 - c. Storage of vehicles shall be in accordance with F.S. 713.78.
 - d. J & J shall provide a monthly report to the CITY's police department listing all "police hold" vehicles in their possession for storage.
 - e. CITY agrees to provide lien checks for towed vehicles at no charge to the contractor upon request.
15. The contract may be terminated by the CITY without cause upon providing J & J with a least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals on the date and year first below written.

DATED THIS 22nd day of September, 2010

ATTEST:

Leslie Wallace May
CITY CLERK - LESLIE WALLACE MAY

Joseph Varsallone
BY: MAYOR JOSEPH VARSALLONE

Francis J. Porcella
BY: FRANCIS J. PORCELLA
CITY MANAGER

APPROVED AS TO FORM

J & J TOWING, INC.

Eugene M. Steinfeld
EUGENE M. STEINFELD
CITY ATTORNEY

Joseph Cammarata
BY: JOSEPH CAMMARATA
PRESIDENT



CITY OF MARGATE

**5790 MARGATE BLVD
MARGATE, FL 33063**

REQUEST FOR BIDS FOR TOWING SERVICES **RFP 2010-001**

PROPOSER

**J & J TOWING INC.
5613 N.W. 8TH STREET
MARGATE, FL 33063
954-972-0855**

**JOSEPH B CAMMARATA
JUDITH A CAMMARATA**

10 AUG - 3 AM 11:55
CITY OF MARGATE
PURCHASING DIV

August 3, 2010

The City of Margate
5790 Margate Blvd.
Margate, FL 33063

RE: RFP # 2010-001

Dear Pat Greenstein:

J & J Towing Inc. has been a family owned and operated business, operating mainly in the northwest section of Broward County since 1984. We purchased over an acre of property in Margate, built a modern facility and have been operating here since 1984.

Since the beginning it has been agreed that growth is a positive, but not if it means loss of attention or service to the customers. At this time we feel that J & J Towing is more than capable of providing the best services requested in this proposal.

During the past few years J & J Towing Inc., has experienced considerable change, enjoyed many accomplishments and successes, and emerged as a strong and responsible service provider looking toward the future. We continue to strive in reaching our full potential, continuing to move forward both operationally and from a technical perspective.

We have completely reviewed this proposal package. The document is very thorough and detailed. According to all the minimum requirements such as equipment, facilities, labor, materials, and experience we at J & J Towing can make a positive commitment to perform according to the requirements noted in this Request For Proposal (RFP) #2010-001. As you take the time to read through our proposal you will notice that is J & J Towing far exceeds the expectations in all areas of qualifications and being that our office is in the City of Margate as crucial as an ETA can be we are in the City of Margate.

J & J Towing is currently providing contracted services for a number of years to The City of Margate and Florida Highway Patrol. J & J Towing has also previously worked with the City of North Lauderdale for ten years with excellent service. J & J Towing is also currently in contract with The Florida Department of Transportation for RISC for the Florida Turnpike, I-95 and I-595.

If awarded the City of Margate RFP 2010 - 001 we will strive every day to be the best and most professional towing company for this contract.

Our federal taxpayer identification number is 59-2674347. Initial directors of the corporation

Joseph B. Cammarata
President
5645 N.W. 108 Way
Coral Springs, FL 33076
954-972-0855

Judith A. Cammarata
Vice President
5645 N.W. 108 Way
Coral Springs, FL 33076
954-972-0855

On behalf of J & J Towing, we wish to express our thanks for the opportunity to submit this proposal. Should clarification or additional information be required, please feel free to call upon us at any time. There is no way we could be brief and we therefore thank you in advance in allowing the extra time and space to partially describe the type of working relationship we wish to continue with the City of Margate.



Joseph Cammarata
President



Judith A. Cammarata
Vice President

SCOPE OF SERVICES PROPOSED

J & J Towing Inc. is located and operating primarily in the City of Margate since 1984. J & J Towing has been in business for 26 years, within the growth of 26 years in business the company has done a diversified number of police rotation calls and assistant to multiple motor clubs such as **AAA, ALLSTATE MOTORCLUB, GEICO, USAC, CROSS COUNTRY MOTORCLUB, ROAD AMERICA, SIGNATURE GROUP**, with the understanding that motor clubs provide assistance to stranded motorist.

J & J Towing is fully aware of the qualifications and equipment needed in order to be considered for this bid, we have all the equipment needed, expertise in knowledge and are an excellent company that would provide the most effective service for the City of Margate.

J & J Towing is a family owned and operated company that was started with a plan for growth at a rate that would allow us to keep a high level of customer satisfaction. We never wanted to expand so fast that our customers were kept waiting or not given proper service. A current work load assessment revealed that the fleet of tow trucks are available a majority of the day. This does not include the Class D type of heavy equipment that is constantly available at a moments notice. This is one of the reason that Joseph or Michael Cammarata remain as much as possible around the shop. This allows them a quick response time for emergency calls with any one of our trucks. From the small Class A

to the large Class D, and even the tractor-Landoll combination, they can respond within minutes to all areas of the city. Arrangements have been made that all types of equipment can be brought out to the scene and Joseph or Michael Cammarata can meet the equipment at the scene taking over the towing command at the scene. J & J Towing knows that growth could not be possible without good service to the community. We feel that this is a proven in some of the services we give back to The community. Our trucks have voluntarily participated in numerous parades and festivals at the request of organizations or individuals. J & J trucks have participated in school functions such as homecoming events and career day. We have assisted non-contracted cities with emergency transportation such as large power generators to Florida City after Hurricane Andrew and the city of Punta Gorda after Hurricane Charlie.

Everyday is different and every call has a different challenge to be met to get the job done. Throughout the years of growing J & J Towing has gained experience and knowledge of the importance of the critical response time of road clearance. Our past and current status of a 20 to 40 minute arrival time for road clearance time has always been met within the contracted estimated time of arrival.

J & J Towing has responded and cleared the road of numerous and major road blockage within the contract time that is required. J & J Towing is located in the City of Margate therefore the response time of 20 minutes will be met for every towing call requested by the City of Margate.

We also encourage training and information sharing with specialized police

departments. If awarded this proposal we would like to meet with Traffic Homicide to see what they expect of us or how they would want us to work with them (when needed) both at the scene and at the impound yard. Our tools, equipment, and knowledge of vehicles would always be available when needed. We would also provide Office equipped with phones, fax machine, or what ever else we might be able to provide. This also would be extended to any investigators or officers at the scene or at our facility. We would assist in all types of training such as Underwater Recovery, crime scene protection, and whatever would be necessitated by the city of Margate. We also will donate vehicles to law enforcement or the fire department for whatever type of training they required. J & J Towing understands the importance of new and updated safety rules and equipment. We attend all seminars and demonstrations to further our professional knowledge.

Our equipment ranges from wreckers, car carriers, medium duty, heavy duty, to ultra-heavy duty rotators, equipment transport, traffic support, and spill response. J & J Towing has a fleet of 18 tow trucks, ranging from Class A,B,C, and D. The trucks consist of wreckers, car carriers, medium duty, heavy duty, and 1 ultra heavy-duty rotators. Our equipment meets the minimum standards required in this RFP contract and remain up to date and maintained as required by the FDOT standards. Being that J & J Towing only provides towing services for the City of Margate, Florida Highway Patrol, and Florida DOT Turnpike RISC we would be able to continue to serve the City of Margatee **100% of dedication** to the

service needed for this contract. During South Florida's hurricane season and the raining periods we have in Florida, we at J & J Towing are **not** overwhelmed with other police contracts and will be **able to provide 100%** dedication to the extra needs that would be required during hurricane season . When hurricane Wilma hit Broward County J & J Towing assisted the City of Margate before, during, and after the hurricane at no charge as a courtesy for the City of Margate residents and the City of Margate Police Department.

J & J Towing has a full understanding of the importance of this contract for the City of Margate – Towing Services RFP 2010 - 001.

Hours of operation are 24 hours a day 7 days a week 365 days a year. We understand the quantity and availability of wreckers and operators to be utilized for this contract. The management and office staff is very experienced with this type of requirements to provide professional service to customers in time of need when they have to come to our office to redeem their vehicle or personal property. The contract clearly states and explains all requirements needed to be awarded this contract, such as vehicle storage, response time, facilities, experience, etc. J & J Towing has the knowledge, manpower, experience, and equipment to full fill the requirements of this contract for the City of Margate.

TABLE OF CONTENTS

| | |
|------------|-------------------------|
| SECTION 1 | FEES |
| SECTION 2 | EXPERIENCE |
| SECTION 3 | SIGNATURE PAGE |
| SECTION 4 | REFERENCES |
| SECTION 5 | LITIGATION |
| SECTION 6 | EQUIPMENT |
| SECTION 7 | LOCAL STORAGE |
| SECTION 8 | DISPATCH |
| SECTION 9 | INSURANCE LICENSEING |
| SECTION 10 | RFP PAGES |

ATTACHMENT A
RATE SCHEDULE

1. Class A Tow
 - a. Hookup and first 15 minutes \$ 85.00
 - b. Each additional 30 minutes \$ 85.00
 - c. Mileage outside of City limits \$ 4.00 /mile
 - d. Outside storage (after 6 hours) \$ 24.00 /day
 - e. Inside storage (after 6 hours) \$ 24.00 /day
 - f. Winch and recovery first 15 minutes \$ 85.00
 - g. Each additional 30 minutes \$ 85.00
 - h. Road Service \$ 50.00
2. Class B Tow
 - a. Hookup and first 15 minutes \$ 125.00
 - b. Each additional 30 minutes \$ 85.00
 - c. Mileage outside of City limits \$ 5.00 /mile
 - d. Outside storage (after 6 hours) \$ 40.00 /day
 - e. Inside storage (after 6 hours) \$ 40.00 /day
 - f. Winch and recovery first 15 minutes \$ 95.00
 - g. Each additional 30 minutes \$ 95.00
 - h. Road Service \$ 95.00
3. Class C Tow
 - a. Hookup and first 15 minutes \$ 200.00
 - b. Each additional 30 minutes \$ 100.00
 - c. Mileage outside of City limits \$ 6.00 /mile
 - d. Outside storage (after 6 hours) \$ 75.00 /day
 - e. Inside storage (after 6 hours) \$ 75.00 /day
 - f. Winch and recovery first 15 minutes \$ 100.00
 - g. Each additional 30 minutes \$ 100.00
 - h. Road Service \$ 100.00
4. Miscellaneous Charges
 - a. Administrative Fee \$ 30.00 + postage
 - b. Certified Divers, per diver per hour \$ 150.00 /hour



c. Dollies

\$ 50.00

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.

ALL CHILDREN LOCKED IN VEHICLES ARE NO CHARGE.

A handwritten signature in black ink, appearing to be 'JMC', written over a horizontal line.

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:

\$ 52,000.00

(FIFTY TWO THOUSAND DOLLARS)
Written Sum

to be paid in advance in equal installments on a monthly basis.

Submitted by:

Name (printed) Joesph B. Cammarata Title President

Company (legal Registered)

J & J Towing, Inc.

Federal Tax ID Number:

59-2674347

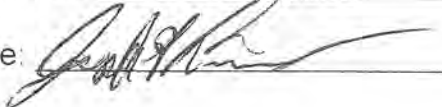
Address:

5613 N.W. 8 Street

City/State/Zip:

Margate, Fla. 33063

Telephone No: 954-972-0855 Fax No: 954-972-7383

Signature:  Date: 7/27/10

SEVERE INCIDENTS PLAN

Hurricane season comes upon us once a year. J & J Towing will assist The City of Margate in preparing for the hurricane season. J & J Towing will assist The City of Margate before, during, and after a hurricane at **NO CHARGE.**

J & J Towing will reopen road closures, remove debris from the roads, remove disabled or abandoned vehicles to a safe location, and any other services that may arise at **NO CHARGE** to The City of Margate.

This is a courtesy from J & J Towing as a way of giving back to our city.

EXPERIENCE

J & J Towing has been in business for 26 successful years serving all of South Florida.

J & J Towing has an average of 25 employees ranging from managers, drivers, office staff, and truck mechanic. Most of our employees have taken the Florida Certified Towing & Recovery Operator course through the PWOFF and have a certificate of completion. J & J Towing has an in house training program given by the owner and manager. When hired every employee has hands on training from safety, driving, loading and unloading vehicles, invoicing, and customer satisfaction. Once a month J & J Towing has an employee safety meeting with a discussion about what has occurred during the month and what is expected for the following month. The safety meeting keeps the company moral up and positive energy working as a team for the company.

The main office of J & J Towing is located at 5613 NW 8th Street, Margate, FL 33063 with an adjacent building at 5600 NW 8th Street. We have a third storage lot located at 1541 NW 24th Ave, Pompano Beach, FL 33069.

At the address of 5613 NW 8th Street, we have a 5400 square foot concrete building provided for office space and a four bay garage for mechanical work. This garage is equipped with a hydraulic lift to assist all police or state officials with investigations.

The office has a 24-hour dispatch 7 days a week 365 days a year, with release of

During the 26 years of excellent service we have provided to our community, J & J Towing has grown to be well known. Our trucks have been in numerous parades, school functions, and for high school homecoming games. We have donated trucks to Kids in Distress, Food for the Poor, Towing for Tots, and other non-profit organizations. We

have multiple contracts with different road side assistant agencies such as AAA, Geico, Road-America, Allstate motor club, Cross Country Motor Club, etc. Having to service these motor clubs we are aware of the consumer's priority of having there needs met which is providing excellent service in a prompt estimated time of arrival. The customer's safety and satisfaction is our number one priority.

J & J Towing has been contracted with the City of Margate for 12 years. During the 12 years working with the City of Margate we have provided towing services in many aspects such as accidents, roll-overs, extractions, clearing the roads from debris, abandon vehicles, fatalities, and homicides. We are very aware of the importance when a vehicle is put on HOLD for criminal and fatality investigations, processing, and confiscations.

J & J Towing provides vehicles for the City of Margate Fire Rescue to practice extraction for training purposes. We also do lock outs on vehicles at no charge when a child or infant is locked inside the vehicle and is unable to get himself or herself out. We at J & J

Towing have an excellent working relationship with the City of Margate. Our dedication and professional performance is above standard requirements.

The Florida Highway Patrol and J & J Towing have been working together for 26 years. During this time working with The Florida Highway Patrol we have been called out for multiple diversified situations ranging anywhere from a traffic stop, accident, rollover, multi car accidents, extractions, etc. We are fully aware of the urgency-estimated time of arrival to provide service for clearance of road to keep the flow of traffic. J & J Towing assist The Florida Highway Patrol along with any other police department with their investigation per occurrence as needed. Again with The Florida Highway Patrol our

dedication and professional performance is above standard requirements.

Since the year of 2006 J & J Towing has been on The Florida Turnpike Enterprise

Incident Management RISC working closely with The Florida Turnpike

Roadway Maintenance and TMC. J & J Towing has the experience and knowledge

of the importance of the critical response time of road clearance. Our past and

current status of a 60 minute arrival time and a 90 minute road clearance time has

always been met within the contract ETA. J & J Towing has responded and

cleared the road of numerous and major road blockage within the contract time that is

required. Again also with The Florida Turnpike Enterprise Incident Management RISC

our dedication and professional performance is above standard requirements.

EXPERIENCE

JOSEPH B CAMMARATA PRESIDENT
5645 NW 108TH WAY
CORAL SPRINGS, FL 33076
MARGATE
(954) 444-2336
D.O.B. 12/07/1952 SS# 123-44-0489
CDL #563-48-524-470 CLASS A CDL
CERTIFIED DIVER
CERTIFIED PILOT ESCORT
OPERATES ALL SIZE TRUCKS
JOETOWER@AOL.COM

Military- U.S. Army Reserves- Honorable Discharge, 20-year retirement Technical Training

In heavy truck repair & diesel engine repair Working in the towing & truck repair services

since 1971, Joe is experienced and qualified to Operate all types of towing equipment. He has been an active member in the Professional Wrecker Operators of Florida (PWOFF) for over 24 years. Joe started as the Area Director for four years, and continued for three more years as the Area Chairman, and helped worked the position of Third Vice President. As Third Vice President of The PWOFF Joe works with the legislative committee. Joe is a level 1 light duty, medium duty, heavy duty and ultra heavy duty Certified Towing & Recovery Operator. He also was on the committee for the PWOFF as an Instructor helper to certify all tow truck operators in Florida. He has been an instructor for the F.T.T.A. in the areas of tractor-trailer rollovers, C.P.R., Blood borne Pathogens, and Drug Awareness. He is also certified MOT (maintenance of Traffic), certified experienced driver, and a certified pilot/escort for over weight and over length loads transporting equipment.

Joseph was previously appointed to the position of Equipment Manager in charge of towing operations at the Homestead Race track. He is a certified D.O.T. INSPECTOR of Heavy trucks and a licensed instructor for Commercial Drivers License Instruction. Joseph is also an auxiliary trooper for the Florida Highway Patrol and has been for 5 years.

Certificate of Qualification

This certifies that

Joseph B. Cammarata

Attended and successfully completed the Florida DOT Approved Course

PILOT/ESCORT FLAGGING QUALIFICATION

Coordinated by Joe Hochstetler

On the 11 day of August 2009



W. J. HODAKOWSKY
Instructor

Program Coordinated by

Certificate # 1-DT-184044321



Certificate of Completion

This certifies that

Joseph Cammarata

*has attended and successfully completed the Florida DOT Approved Course
Pilot Escort Flagging Training*

Conducted at Sheridan Technical Center on the 17 day of March 2007



Kevin Mills
Instructor

Sharon Curington
Program Coordinator

Expiration Date: 3/17/2011
Certificate # S-PE-19340



Florida
Department of
Transportation

Certificate of Achievement

This 15-Year

Achievement Award is presented to

Joseph Cammarata

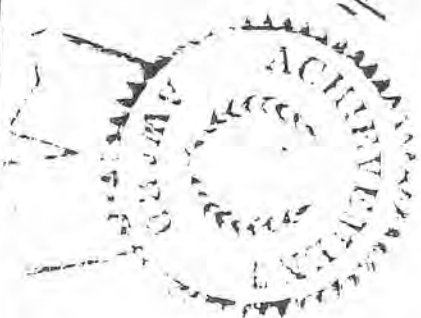
and

J. & J. Towing Inc.

For 15 Years of Continued Growth
And Customer Satisfaction

On this 1st day
of January 1999

1984-1999





Certificate of Achievement

This certifies that

JOSEPH CAMMARATA

has successfully completed
Level 1, Light Duty Towing and Recovery
of the National Driver Certification Program
and has earned the title of

Nationally Certified Tow Operator

Effective

APRIL 2000

Certificate Number
6547

Expiration Date
APRIL 2005

John Hall
TRA President

Marvin S. Greig
Director of Education

CERTIFICATE OF TRAINER

This Certification endorses Trainer Level
Traffic Incident Management concepts
based on Materials and Applications
approved by the Federal Highway
Administration.

Joseph B. Cammarata

HAS SATISFACTORILY COMPLETED
THE TRAINING OF THE TRAFFIC
INCIDENT MANAGEMENT TRAIN THE
TRAINER COURSE INSTRUCTED BY
P.B. FARRADYNE.

FACILITATOR



JUNE 25-26, 2004

JOLIET, IL

P.B. Farradyne Instructor

Date

INSTRUCTOR

Florida Safety Council

This is to certify that

Joseph B. Cammarata

Has completed 16 hours of training in

Maintenance of Traffic

(Intermediate)

Presented by the Florida Safety Council on
October 12, 2004

Roger Sanders
Instructor

William "Bill" Shooter
Occupational Safety Manager

Certificate of Training

*This is to certify that Joseph B. Canamarata has
successfully completed the*

*Florida Certified Towing & Recovery Operator Course
HEAVY DUTY*

January 2002

Instructor
Wes Wilburn



Certificate of Training

This is to certify that

Joseph B Cammarata

has successfully completed the

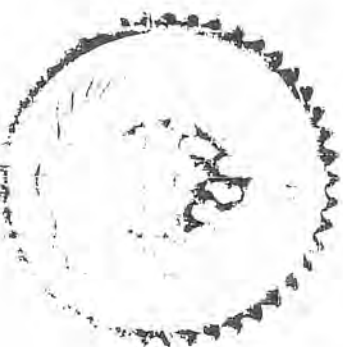
Florida Certified Towing & Recovery Operator Course

ULTRA HEAVY DUTY

DECEMBER 2003



Instructor
Tom Luciano



the Crosby Group

Certificate of Achievement

awarded to

JOSEPH CAMMARATA

For completion of the following training sessions

RISK MANAGEMENT, THE BASIC RIGGING PLAN, INSPECTION OF HARDWARE, INSPECTION OF SLINGS, SLINGS AND THEIR CAPACITIES, THE RIGGING TRIANGLE, APPLICATION OF HARDWARE

as a part of the

Crosby Communication System

on this 2nd *day of* February 2006

Joseph Cammarata

President

Signature

MICHAEL F CAMMARATA SUPERVISOR/MANAGER
637 NW 99TH TERRACE
CORAL SPRINGS, FL 33071
(954) 444-9340
D.O.B. 03/16/1977 S.S.# 593-60-6840
CERTIFIED DIVER
CDL # C-563-546-770-960 CLASS A CDL
CERTIFIED PILOT ESCORT
OPERATES ALL SIZE TRUCKS/DISPATCHING
CAMI1416@AOL.COM

Michael became a full time employee since 1996, but has assisted in the every day operations including on-scene hook up since 1990. He has learned the business by assisting his father Joseph, on numerous calls, especially the high profile type of calls such as tractor/trailer Rollovers or emergency/crime scene type of calls for local police departments and the Florida Highway Patrol. Michael already is an experienced tractor-trailer operator logging many miles of over the road and local work. Michael has attended numerous instructional seminars involved with the towing industry. Michael is PWO and TRAA level 1 light duty, medium duty, heavy duty, and ultra heavy duty certified. Michael has his certification for Pilot/Escort Flagging and is a certified diver for underwater rescue.

Since the year of 2006 J & J Towing has been on The Florida Turnpike Enterprise Incident Management. (RISC) Michael is the manager/supervisor of all incoming RISC calls.

Working closely with The Florida Turnpike roadway maintenance and TMC, Michael has the experience and knowledge of the importance of the critical response time of road clearance.

Certificate of Training

*This is to certify that Michael Cammarata has
successfully completed the*

Basic Towing & Recovery Course

Sponsored by the Professional Wrecker Operators of Florida

on

March 6 & 7, 1999



Certificate of Training

This is to certify that

MICHAEL CAMMARATA

has successfully completed the
Florida Certified Towing & Recovery Operator Course

**HEAVY DUTY
APRIL 2002**

Instructor
Wes Wilburn



Certificate of Training

This is to certify that

Michael F Cammarata

has successfully completed the

Florida Certified Towing & Recovery Operator Course

**ULTRA HEAVY DUTY
DECEMBER 2003**



Instructor
Tom Luciano



Certificate of Completion

This certifies that

Michael Cammarata

*has attended and successfully completed the Florida DOT Approved Course
Pilot Escort Flagging Training*

Conducted at Sheridan Technical Center on the 17 day of March 07



Kevin Mills
Instructor

Sharon Curington
Program Coordinator

Expiration Date: 3/17/2011
Certificate # S-PE-19339



Southwest Florida Public Works Academy

At
Lee County High Tech Center
Fort Myers, Florida

Certificate of Recognition

This is to Certify that

Michael F. Cammarata

Satisfactory completed 8 hours in

Pilot/Escort Flagging Qualification

This 22nd

Day of

June

2001

Michael Chodakowsky, Instructor

Richard J. Hoplar, Program Director

Certificate of Qualification

This certifies that

Michael F. Cammarata

Attended and successfully completed the Florida DOT Approved Course
PILOT/ESCORT FLAGGING QUALIFICATION

Conducted at *Lee High Central*

On the 22 day of June, 2001



M. CHODAKOWSKY
Instructor

Robert J. Hays
Program Coordinator

Certificate # L-PE-J48606395



Certificate of Training

This is to certify that

Michael F Cammarata

has successfully completed the

Florida Certified Towing & Recovery Operator Course

ULTRA HEAVY DUTY

DECEMBER 2003

Instructor

Tom Luciano





Expiry/Completion Date: 5-7-08

Expiry/Completion Date: 5-7-10

Control No.

Expiry/Completion No.
104530

Name
Address
Address
City, State, Zip

Michael Cammarata
Martin Petroleum Hdg. MM 65
Pompano Bch, FL 33064

Training Agency: Martin Petroleum Corp
Instructor Name: Herbie Bush
Instructor Number: 777193

Flagger Training Course CERTIFICATE OF COMPLETION

This certifies that the person named
above has successfully completed the
National Safety Council four-hour Flagger Training Course.

THIS DOCUMENT IS VOID IF REPRODUCED



Our mission:

To educate and influence people
to prevent accidental injury and death

Successfully Safe Flaggers:

- Are physically and mentally alert at all times.
- Wear appropriate protective equipment while flagging.
- Always use proper flagging procedures.



Control No.

Michael Cammarata
has completed the National Safety Council's
Flagger Training Course

Expiry/Completion Date: 5-7-08

Expiry/Completion Date: 5-7-10

Alan C. McMillan, President

Martin Petroleum Corp
TRAINING AGENCY

Herbie Bush
Instructor Name

777193
Instructor Number

JUDITH A CAMMARATA OWNER/SECRETARY
5645 NW 108TH WAY
CORAL SPRINGS, FL 33076
MARGATE/FORT LAUDERDALE OFFICE
D.O.B 08/20/1952 S.S.# 121-42-1151
(954) 444-9299

Judith is also very involved with the PWOFA women division, she presently hold the title as the president for the association and has been president for 7 years.

Judith has taken courses related in the business field, specifically in the accounting and bookkeeping areas. Judith is the administration manager of the business and oversees the day to day operations. Judith has attended a number of seminars related to the towing industry, and is certified in drug awareness. Judith is a Florida Notary and is our public relations manager.

SHEILA FRIEND
7316 NW 38TH COURT
CORAL SPRINGS, FL 33065
D.O.B 09/29/1974 S.S.# 590-64-8114

BOOKKEEPING/DISPATCHING

Sheila has been part of the business performing dispatching functions since she has been fifteen years of age. Sheila has taken numerous courses in the field of computers and bookkeeping/accounting. She is responsible for the numerous upgrades in the accounting area of the business. Sheila is also responsible for the inventory on cars stored in our impound notifying the owners, as well as in charge of customer care when picking up their vehicles. Sheila is very well experienced in call taking and dispatching and knows the importance of police calls.

PROPOSAL SIGNATURE PAGE

To: City of Margate Commission

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Joseph B. Cammarata Title President

Company (Legal Registered)

J & J Towing, Inc.

Federal Tax Identification Number

59-2674347

Address

5613 N.W. 8 Street

City/State/Zip

Margate, Florida 33063

Telephone No. 954-972-0855 Fax No. 954-972-7383

Signature  Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. 1 Date Issued 7-21-10

Addendum No. _____ Date Issued _____

Addendum No. _____ Date Issued _____

Variances: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments, or proposal pages. No variations or exceptions by

the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances:





City of Margate, Florida

5790 MARGATE BOULEVARD
MARGATE, FLORIDA 33063-3699

TELEPHONE: (954) 972-6454
FAX: (954) 935-5258

July 21, 2010

ADDENDUM #1

RFP #2010-001 TOWING SERVICES

Please be aware of the following clarifications and changes for the above referenced RFP.

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 set forth in Section 5, Page 5 of the RFP package?
ANSWER: No. Proposals submitted by any firm who is later determined by the City to have a business conflict of interest as outlined in Section 5, Page 5 of 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 in Section 5, Page 5 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 in Section 5, Page 5 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 proposed annual service fee is required to be maintained for the duration of the contract term.
5. **REMOVE** page 38 Attachment "G" and **REPLACE** with page 38a Attachment "G"
Note: Addition of the Margate CRA as a required certificate holder and additional insured.

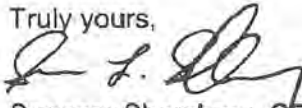
NOTE: ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. THE RFP DUE DATE AND TIME REMAINS AUGUST 3, 2010 AT 3:00 PM.

Please acknowledge receipt of this addendum by sending a signed copy of the acknowledgement form by fax to (954) 935-5258 or by email to purchase@margatefl.com. The original signed copy of the acknowledgement form must be returned with your RFP package.

This addendum contains four (4) total pages.

If you have any questions, please contact me at (954) 972-6454 x341.

Truly yours,


Spencer Shambray, QPPB
Buyer I

ADDENDUM - RFP 2010-001 TOWING SERVICES

I acknowledge receipt of Addendum #1 for RFP #2010-001.

Company Name: J + J Towing
Address: 5613 NW 2nd Street, MARGATE, FL 33063
Name of Signer: Judith A. Cammarata
(please print)
Signature: Judith Cammarata Date: 7/27/10
Telephone: 954-972-8853
Facsimile: SFriend74@AOL.com

REFERENCES

MARGATE POLICE DEPARTMENT
5790 MARGATE BLVD
MARGATE, FL
954-972-7111
DET MIKE MAHONEY

FLORIDA HIGHWAY PATROL
14190 STATE ROAD 84
DAVIE, FL 33325
561-357-4016
LT. EARL E HINGSON JR.

FLORIDA TURNPIKE ENTERPRISE (RISK)
P.O. BOX 9828 MILE 65
FORT LAUDERDALE, FL 33064
954-934-1122

J & J TOWING IS CURRENTLY TOWING FOR THE CITY OF MARGATE
AND FOR FLORIDA HIGHWAY PATROL.

J & J TOWING IS ALSO ON ROTATION FOR RISK/OPEN ROAD FOR THE
FLORIDA TURNPIKE. IN ORDER TO PROVIDE SERVICES FOR
RISK/OPEN ROAD YOU HAVE TO HAVE THE ROAD CLEARED AND
AVAILABLE FOR TRAFFIC TO FLOW FREELY WITHIN 90 MINUTES.

AS YOU WILL SEE IN OUR EQUIPMENT SECTION WE HAVE A FRONT
END LOADER AND BOBCAT WHICH IS REQUIRED BY RISK/OPEN
ROAD IN ORDER TO BE QUALIFIED TO PROVIDE SERVICE FOR THE
FLORIDA TURNPIKE.

THE ACCIDENTS ARE USUALLY ROAD CLOSURES WITH MAJOR
CLEAN UP FOR CLASS C OR D HEAVY DUTY WRECKERS.

LITIGATION

J & J Towing is not currently in any litigations with any municipalities or businesses within the state of Florida.

EQUIPMENT

J & J Towing has a fleet of 39 trucks and equipment. J & J Towing has equipment in all classes of A,B,C, and D. A detailed list of all equipment is as followed.

| | |
|--------------------|------------------------------------|
| <u>CLASS A / B</u> | 5 WRECKERS WITH WHEEL LIFTS |
| <u>CLASS A / B</u> | 7 FLATBEDS WITH WHEEL LIFTS |
| <u>CLASS B</u> | 1 WRECKER WITH WHEEL LIFTS |
| <u>CLASS C</u> | 1 WRECKER WITH UNDER REACH |
| <u>CLASS C</u> | 1 ROTATOR WRECKERS WITH UDER REACH |
| <u>CLASS D</u> | 5 TRACTORS |
| <u>CLASS D</u> | 5 LANDOLL/ LOWBOY TRAILERS |
| <u>CLASS D</u> | 1 LIDDELL LOWBOY (BEAM) |
| | 1 BOBCAT WITH ATTACHMENTS |
| | 1 FRONT END LOADER |
| | 2 FORKLIFTS |
| | 1 SERVICE TRUCK |
| | 1 ESCORT PILOT PICKUP TRUCK |
| | 1 EMERGENCY RESPONSE TRUCK |
| | 1 EMERGENCY RESPONSE TRAILER |
| | 2 DUMP TRAILERS |

A COMPLETE DESCRIPTION OF ALL EQUIPMENT IS ATTACHED.



Unit # 28 Class A/B

1995 International 4700 Formula 6330 612 Century Wrecker

VIN # 1HTSCABM2SH203887

GVW: 23,500

Wheel Base: 12'8

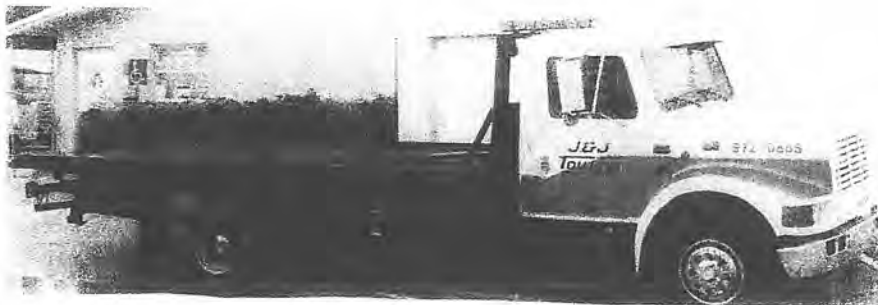
2 Axles

Winch Capacity: 2 Winches @ 10,000 LBS Each

Under Reach and Under Lift Capacity: 6,000 LBS

Tow Rating: 20,000

No Push Bumper



Unit# 29 Class A/ B

1996 International 4700 Champion 19Ft Flatbed

VIN# 1HTSCABM7TH243335

GVM: 21,440

2 Axles

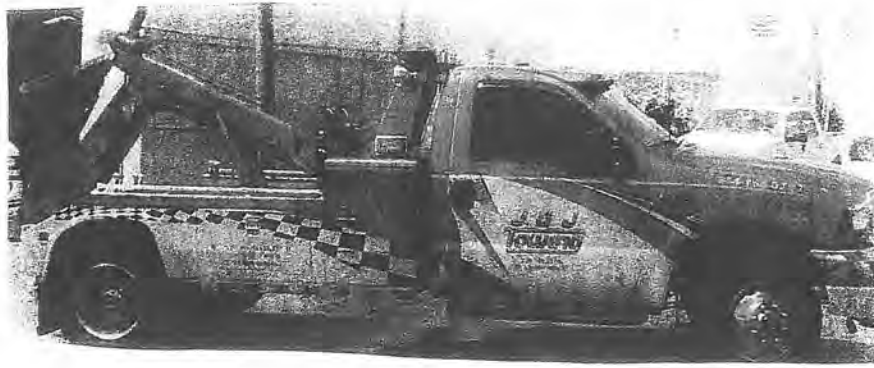
Wheel Base: 15'10

Winch Capacity: 8,000 LBS

Under Reach and Under Lift Capacity: 3,000 LBS

Tow Rating: 6,250

No Push Bumper



Unit # 42 Class A/B

1999 Ford F 450 Century Midnight Express Wrecker

VIN# 1FDXF46FXXED10780

GVW: 15,000

2 Axles

Wheel Base: 14'1

Winch Capacity: 2 Winches @ 8,000 LBS Each

Under Reach and Under Lift Capacity: 4,000 LBS

Tow Rating: 7,500

No Push Bumper



Unit # 44 Class A/B

1999 Ford F 450 4 X 2 Century Formula 1 412 Wrecker

VIN# 1FDXF46F9XEB99896

GVW: 15,000

2 Axles

Wheel Base: 13'11

Winch Capacity: 2 Winches @ 8,000 LBS Each

Under Reach and Under Lift Capacity: 4,000 LBS

Tow Rating: 7,500

No Push Bumper



Unit # 46 Class A/B

2000 Freightliner 60 22 Ft Century Flatbed

VIN# 1FV3GFBC7YHB78477

GVW: 26,000

2 Axles

Wheel Base: 19'7

Winch Capacity: 8,000 LBS

Under Reach and Under Lift Capacity: 3,000 LBS

Tow Rating: 6,250

No Push Bumper

Unit # 60 Class A/B

2007 International 4300 21 Ft Century Flatbed

VIN# 1HTMMAAM27H445691

GVW: 25,500

2 Axles

Wheel Base: 18'10

Winch Capacity: 2 Winches @ 8,000 LBS Each

Under Reach and Under Lift Capacity: 3,000 LBS

Tow Rating: 6,250

No Push Bumper





Unit # 51 Class A/B

2002 International 4300 22 Ft Jerr-Dan Flatbed

VIN# 1HTMMAAM42H512185

GVW: 26,000

2 Axles

Wheel Base: 19'7

Winch Capacity: 8,000 LBS

Under Reach and Under Lift Capacity: 3,000 LBS

Tow Rating: 6,250

No Push Bumper



Unit # 52 Class A

2005 Ford F 450 Self Loader Century Wrecker

VIN# 1FDXF46P35EB92108

GVW: 16,000

2 Axles

Wheel Base: 11'8

Winch Capacity: 8,000 LBS

Under Reach and Under Lift Capacity: 4,000 LBS

Towing Rating: 7,500

No Push Bumper



Unit # 53 Class A/B

2006 Freightliner 21 Ft Century Flatbed

VIN# 1FVAVWCT56HW46931

GVW: 25,500

2 Axles

Wheel Base: 17'6

Winch Capacity: 8,000 LBS

Under Reach and Under Lift Capacity: 3,000 LBS

Tow Rating: 6,250

No Push Bumper



Unit # 54 Class B

2006 Freightliner Valcon V 30 Wrecker

VIN# 1FVACXDJX6HW98767

GVW: 30,280

2 Axles

Wheel Base: 16'9

Winch Capacity: Two Winches @ 15,000 LBS each

Under Reach and Under Lift Capacity: 12,000 LBS

No Push Bumper



Unit # 56 Class A/B

2007 Freightliner 21 Ft Century Flatbed

VIN# 1FVACWSCS76HW65259

GVW: 25,500

2 Axles

Wheel Base: 17'6

Winch Capacity: 8,000 LBS

Under Reach and Under Lift Capacity: 3,000 LBS

Tow Rating: 6,250

No Push Bumper



Unit # 38 Class A/B

1998 International 4700 Century Formula 6500 612 Wrecker

VIN# 1HTSCAAM1WH55704

GVW: 23,440

2 Axles

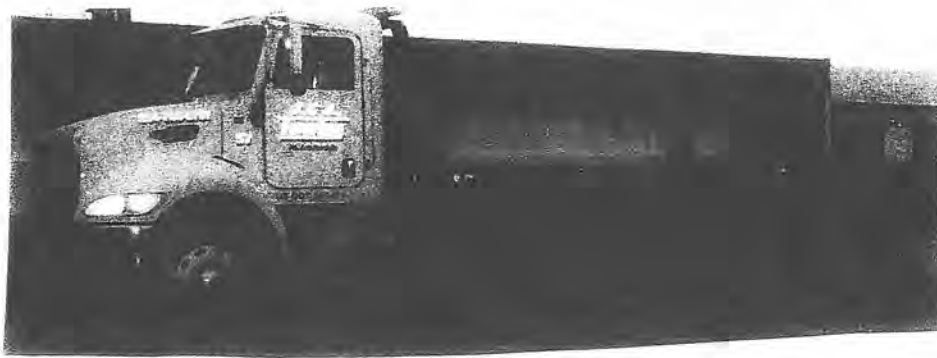
Wheel Base: 12'8

Winch Capacity: 2 Winches @ 10,000 LBS Each

Under Reach and Under Lift Capacity: 6,500 LBS

Tow Rating: 20,000

No Push Bumper



Unit # 57 Class B

2006 Peterbuilt 357 28 Ft Industrial Bed

VIN# 2NPLLZ9X46M657381

GVW: 54,600

2 Axles

Wheel Base: 22'6

Winch Capacity: 20,000 LBS

Under Reach and Under Lift Capacity: None

No Push Bumper



Unit # 59 Class A/ B

2002 International 4700 21 Ft Century Flatbed

VIN# 1FTMMAAMX2H5477328

GVW: 25,000

2 Axles

Wheel Base: 15'10

Winch Capacity: 8,000 LBS

Under Reach and Under Lift Capacity: 3,000 LBS

Tow Rating: 6,250

No Push Bumper

DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

UNIT # 39 TRUCK CHASSIS:

1. 1998 VOLVO TRACTOR
2. 4VG7BARF5WN761163
3. GVW 80,000 LBS
WHEEL BASE 144 INCHES
OF AXELS 2
4. 60 SERIES DETROIT, 430 HORSE POWER, 1650 LBS OF TORQUE
5. 10 SPEED EATON FULLER TRANS, WITH 38,000LBS REAR ENDS
6. NO PUSH BUMPER

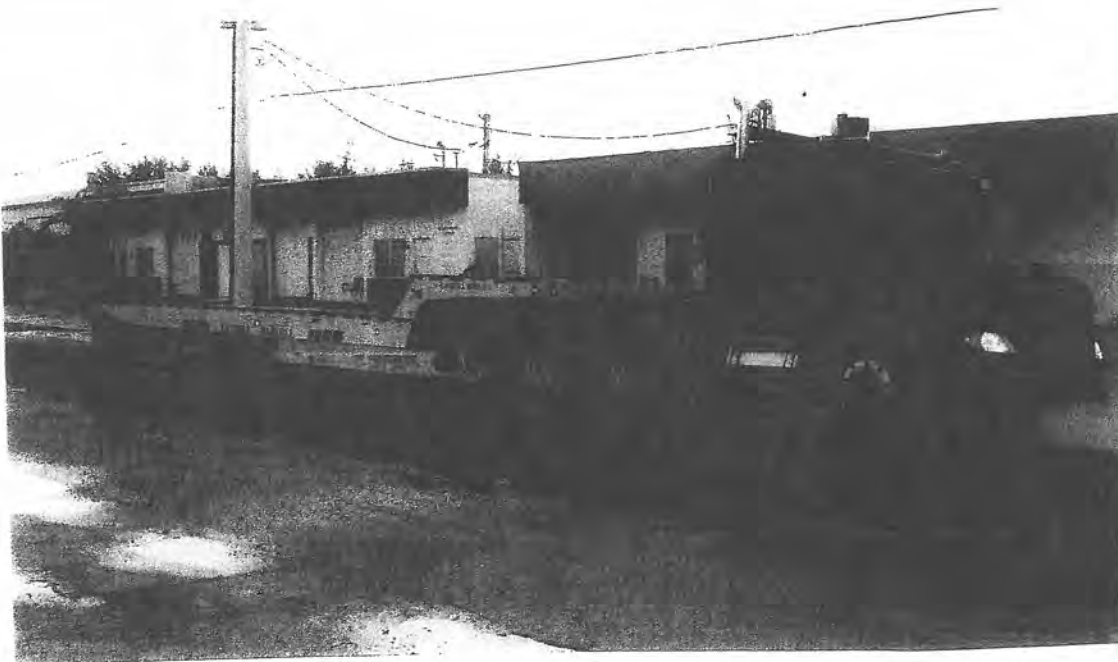


DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

UNIT # 45

TRUCK CHASSIS:

1. 2000 VOLVO TRACTOR
2. 4V4MD2RH8YN241351
3. GVW 80,000 LBS
WHEEL BASE 265 INCHES
OF AXELS 4
4. 60 SERIES DETROIT, 430 HORSE POWER, 1650 LBS OF TORQUE
5. 10 SPEED EATON FULLER TRANS, WITH 38,000LBS REAR ENDS
6. NO PUSH BUMPER



DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

UNIT # 47

TRUCK CHASSIS:

1. 1996 FREIGHTLENER TRACTOR
2. 1F6Y3MDB3TH662960
3. GVW 80,000 LBS
WHEEL BASE 245 INCHES
OF AXELS 3
4. CUMMINS, 350 HORSE POWER, 1650 LBS OF TORQUE
5. 10 SPEED EATON FULLER TRANS, WITH 38,000LBS REAR ENDS
6. NO PUSH BUMPER



DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

UNIT # 48

TRUCK CHASSIS:

1. 1999 INTERNATIONAL EAGLE TRACTOR
2. 2HSFHARER4XC026157
2. GVW 80,000 LBS
WHEEL BASE 275 INCHES
OF AXELS 3
3. CUMMINS M11, 350 HORSEPOWER, 1650 LBS OF TORQUE
4. 10 SPEED EATON FULLER TRANS, WITH 38,000LBS REAR ENDS
5. NO PUSH BUMPER



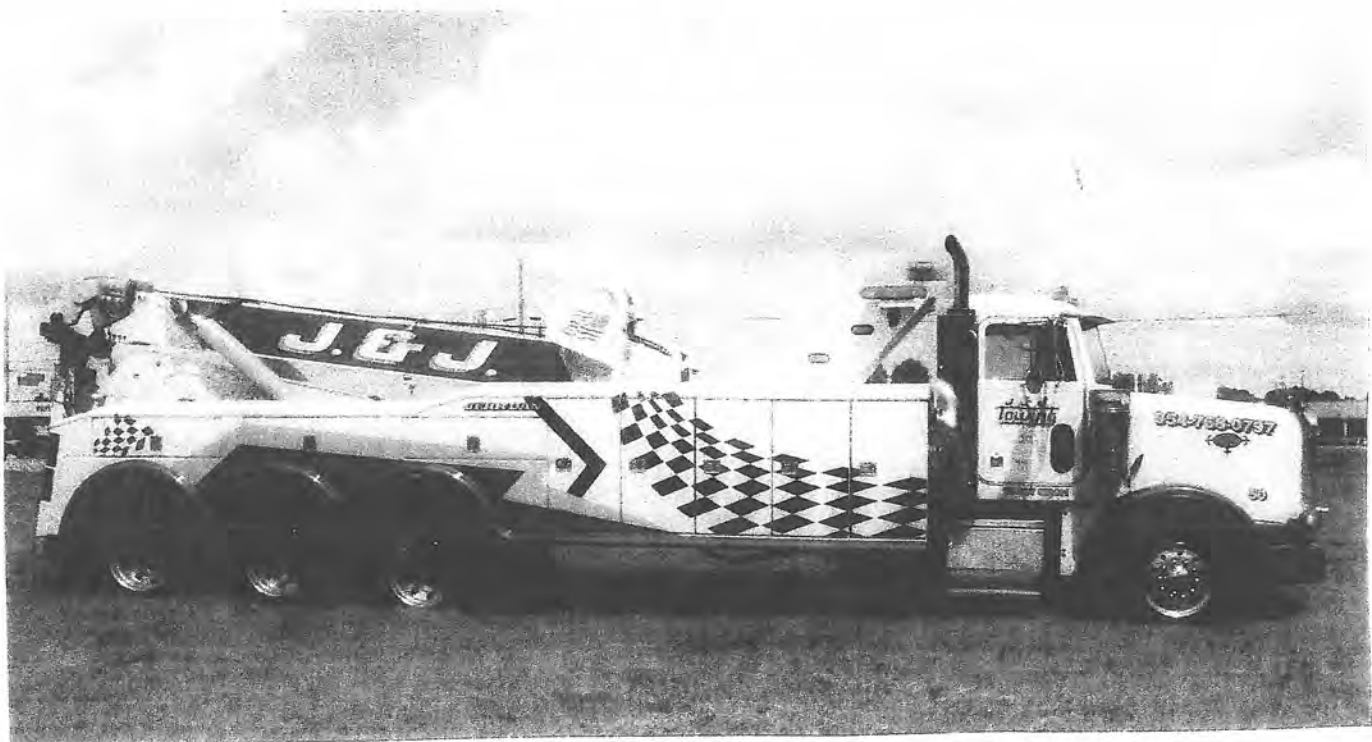
DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

UNIT # 50 TRUCK CHASSIS:

1. 1997 PETERBUILT 357
2. 1XPAD60X6VN436370
3. GVW 66,000 LBS
 WHEEL BASE 350 INCHES
 # OF AXELS 4
4. CUMMINS 460 HORSEPOWER, 1750 LBS OF TORQUE
5. 13 SPEED EATON FULLER TRANS, WITH 46,000 LBS REARENDS
6. NO PUSH BUMPER

RECOVERY WRECKER

1. 2001 JERRDAN 1100/530 WRECKER
2. 2 WINCHES @ 50,000.00 LBS EACH
3. BOOM CAPACITY 55 TONS
 BOOM REACH 30 FEET
4. UNDERLIFT CAPACITY 53,000 LBS
 UNDERLIFT REACH 140 INCHES



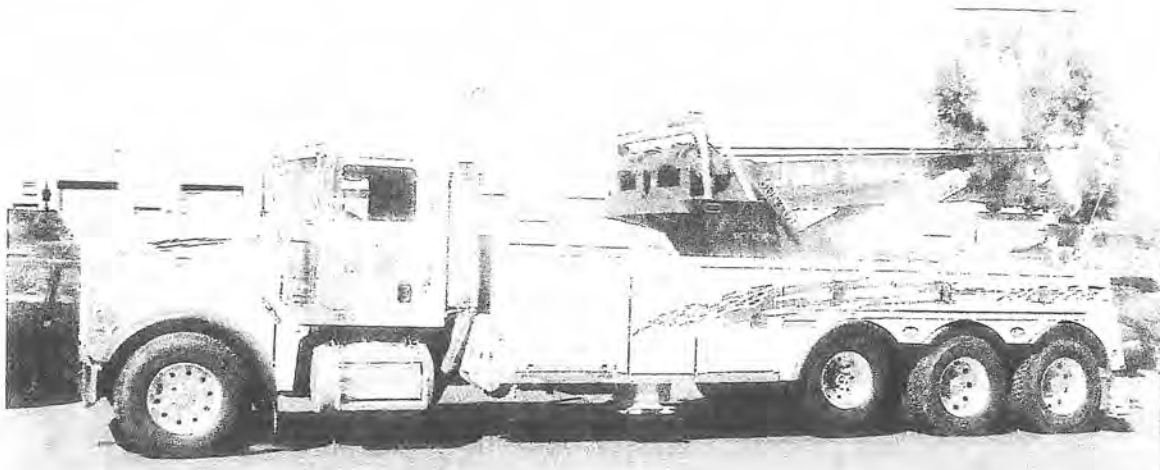
DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

UNIT # 62 TRUCK CHASSIS:

1. 2007 PETERBUILT 378
2. 1NPFL4TX47N644494
3. GVW 65,000 LBS
 WHEEL BASE 332 INCHES
 # OF AXELS 4
4. CUMMINS 565 HORSEPOWER, 1850 LBS OF TORQUE
5. 18 SPEED EATON FULLER TRANS, WITH 46,000 LBS REARENDS
6. NO PUSH BUMPER

RECOVERY WRECKER

1. CENTRY 1075'S 3 STAGE ROTATOR
2. 3 WINCHES @ 50,000.00 LBS EACH
3. BOOM CAPACITY 75 TONS
 BOOM REACH 38 FEET
4. UNDERLIFT CAPACITY 55,000 LBS
 UNDERLIFT REACH 143.5 INCHES



DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

UNIT # 007

TRUCK CHASSIS:

1. 2007 PETERBUILT TRACTOR 379
2. 1XP5DB0X97D694708
2. GVW 80,000 LBS
- WHEEL BASE 294 INCHES
- # OF AXELS 4
3. C15 CAT, 550 HORSEPOWER, WITH 1850 LBS OF TORQUE
4. 18 SPEED EATON FULLER TRANS, WITH 46,000LBS REAR ENDS
5. NO PUSH BUMPER



DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

SERVICE VEHICLES

2004 FORD F550 SERVICE SUPPORT TRUCK

1FDXF46F52EC32899

AIR COMPRESSOR

TOOLS

CLEAN UP

ARROWBOARD

1999 FORD F350 SERVICE SUPPORT TRUCK

1FDWF36F9XEB16697

AIR COMPRESSOR

TOOLS

CLEAN UP

ARROWBOARD

M.O.T.

ALL SUPPORT EQUIPMENT



FORK LIFT SPECIFICATIONS

1994 YALE FORKLIFT

1. Model GD9050
2. Capacity 5,000lbs
3. MAST
 - 189'' Max Fork Height
 - 84'' Lowered Height
 - 61'' Free Lift
 - 42'' Forks

2006 YALE FORKLIFT

1. Model GD9070
2. Capacity 6,000 lbs
3. MAST
 - 126'' Max Fork Height
 - 89'' Lowered Height
 - 5'' Free Lift
 - 42'' Forks



DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

HEAVY EQUIPMENT

VOLVO L70C FRONT END LOADER

VIN# L70CV14312

3 YARD BUCKET & FORKS

BOBCAT 773 SKIDSTEER LOADER

VIN# 519012576

BUCKET, FORKS, GRABBER RAKE, & SWEEPER ATTACHMENTS

2005 LOAD TRAIL

12 YARD DUMP TRAILER

4ZEDT142X51007151



DESCRIPTION OF RECOVERY WRECKER EQUIPMENT

UNIT # LB1

TRAILER:

1. 2002 FONTAINE LOWBOY
2. 13NE5340323512822
3. 55 TON CAPACITY
4. # OF AXELS 3
5. DETACHABLE GOOSENECK

UNIT # LB2

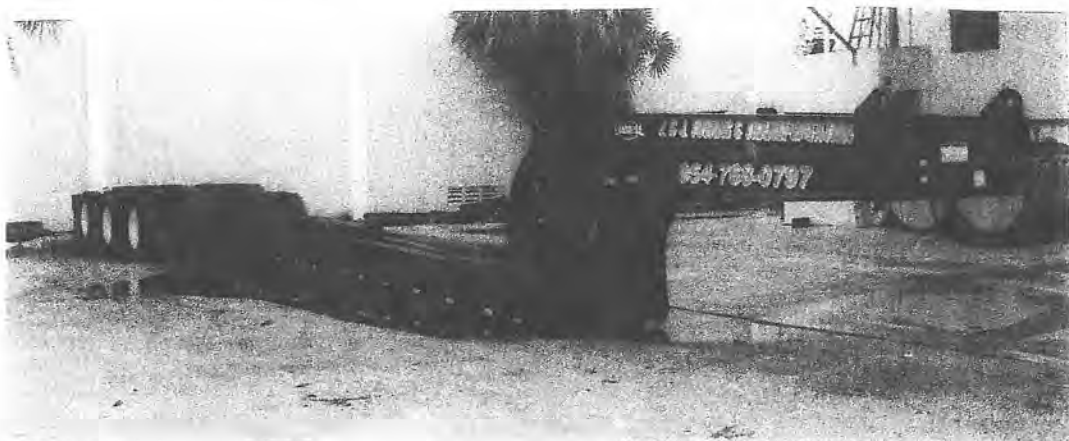
TRAILER:

1. 2007 FONTAINE LOWBOY
2. 4LFE5230373529309
3. 55 TON CAPACITY
4. # OF AXELS 3
5. DETACHABLE GOOSENECK

UNIT # LB1

TRAILER:

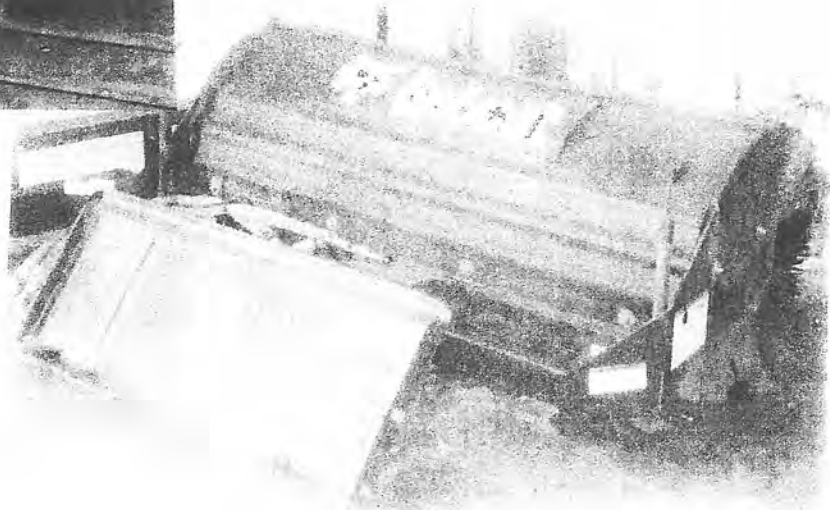
1. 2007 LIDDELL LOWBODY (BEAM)
2. 1L9SL663771236678
3. 80 TON CAPACITY
4. # OF AXELS 13
5. DETACHABLE GOOSENECK

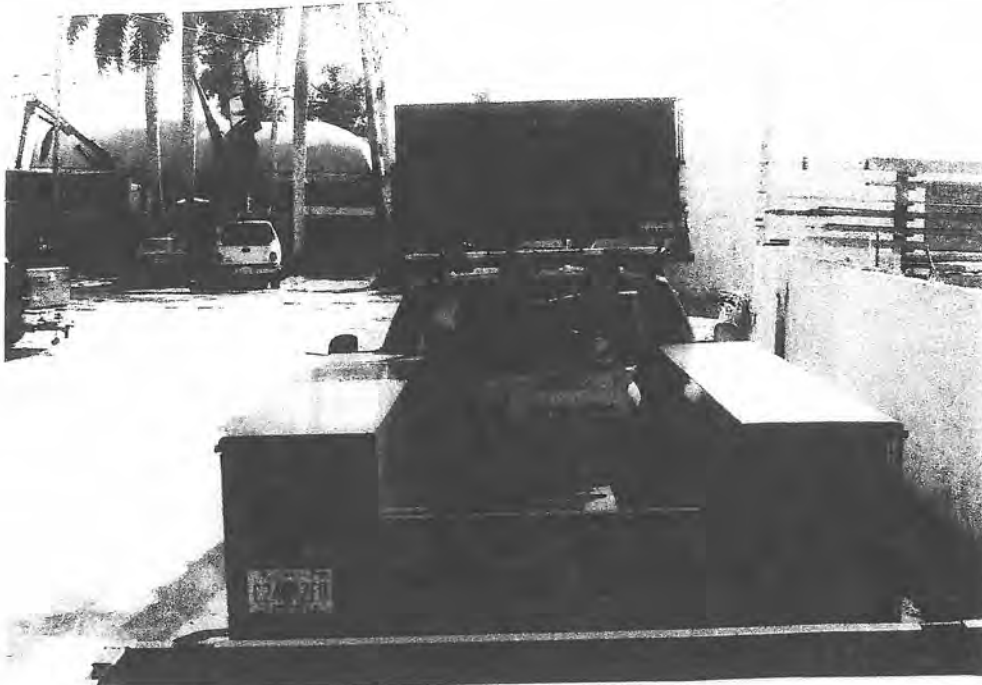


VOLVO L-70
FRONT END LOADER
3 YARD BUCKET
FOR RECOVERY CLEANUP



BOBCAT
ATTACHMENTS:
BUCKET, FORKLIFTGRAB, & STREET SWEEPER
FOR RECOVERY CLEANUP



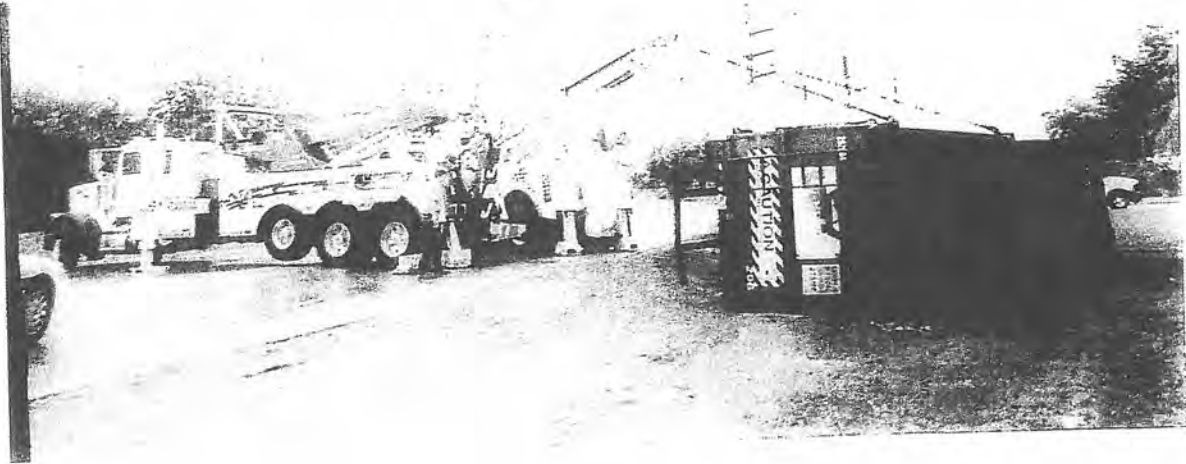


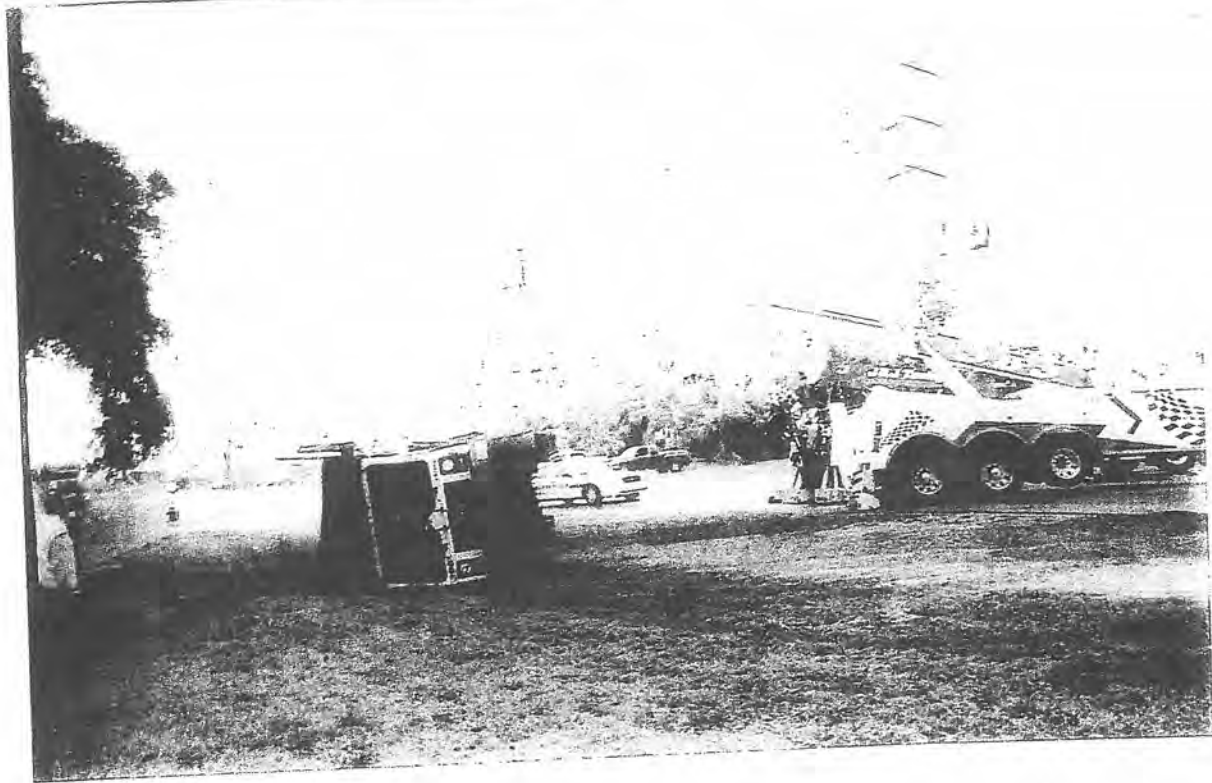


May 2008

JOB 2

Powerline Road and NW 48 Street

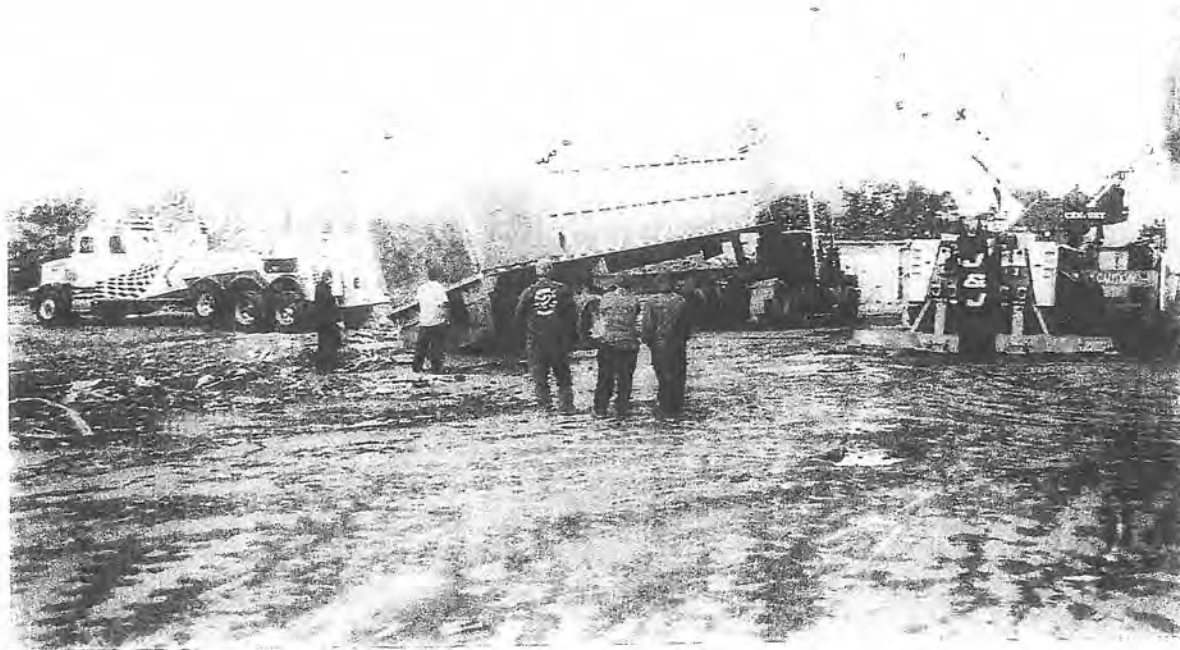


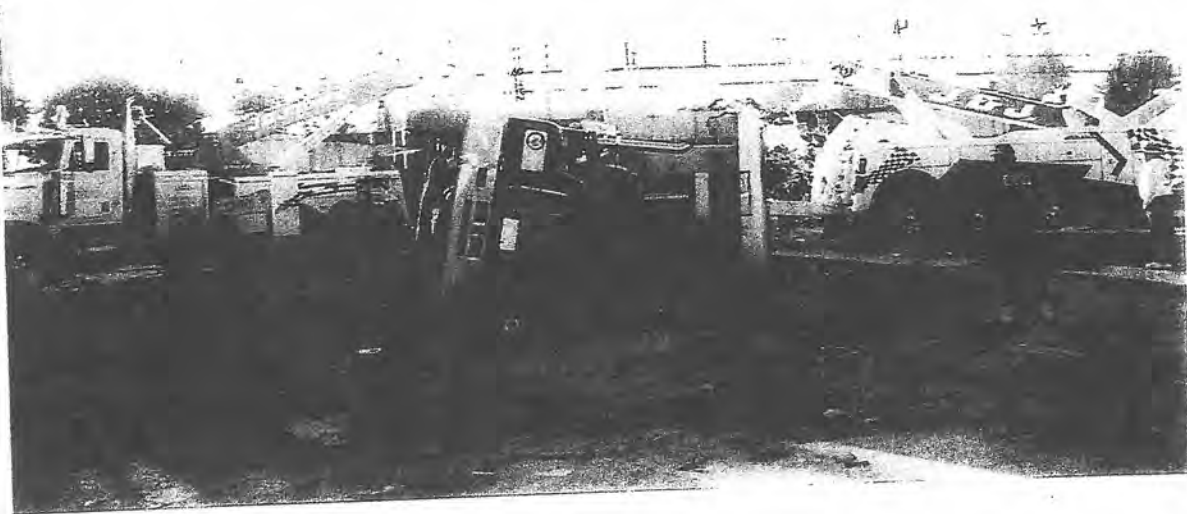


August 2008

JOB. 3

N W 24 Avenue & NW 16 Street



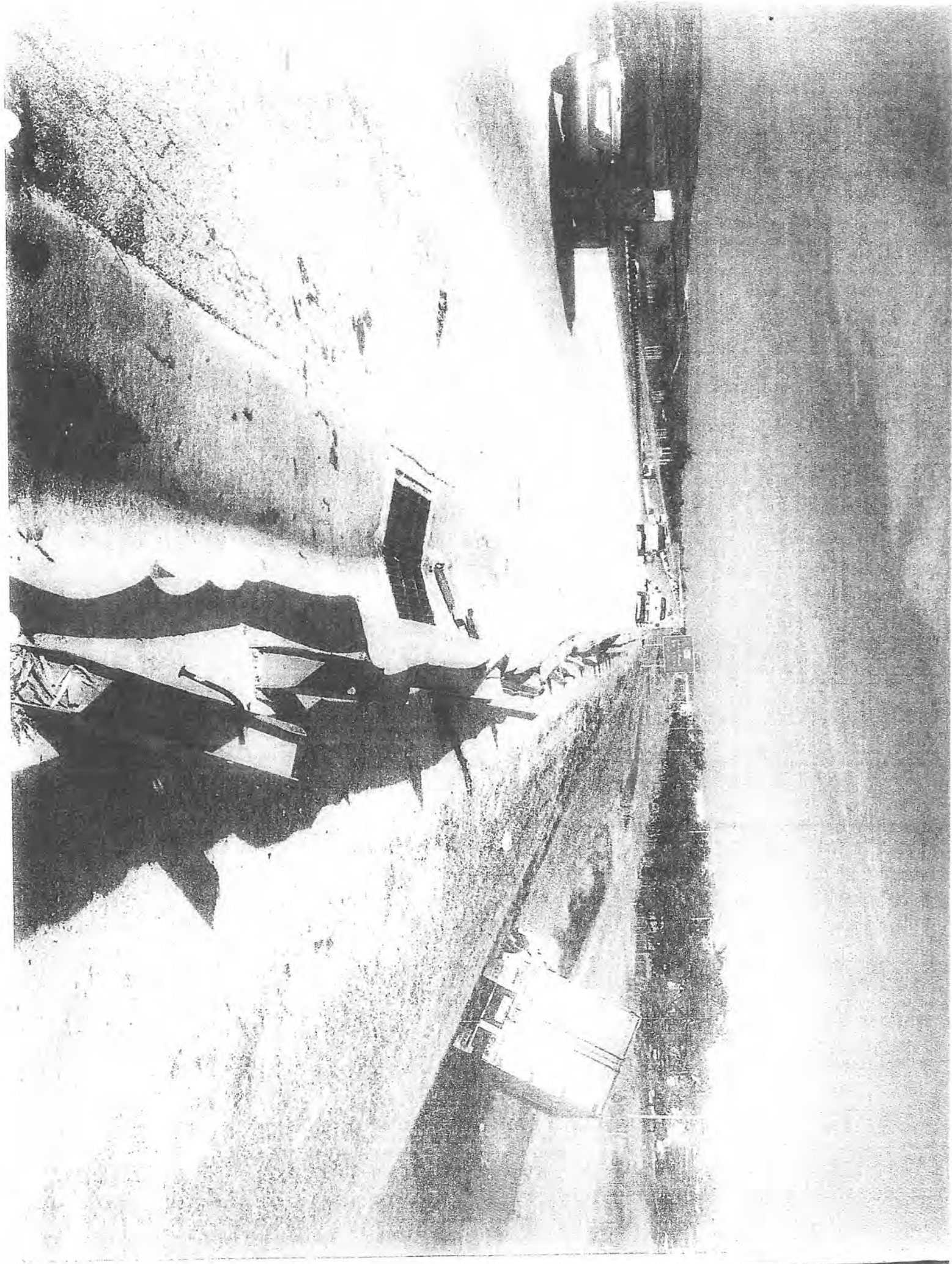




Job 4 February 2007
Turnpike and Red Road



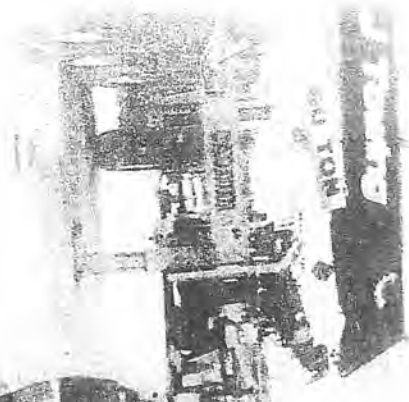
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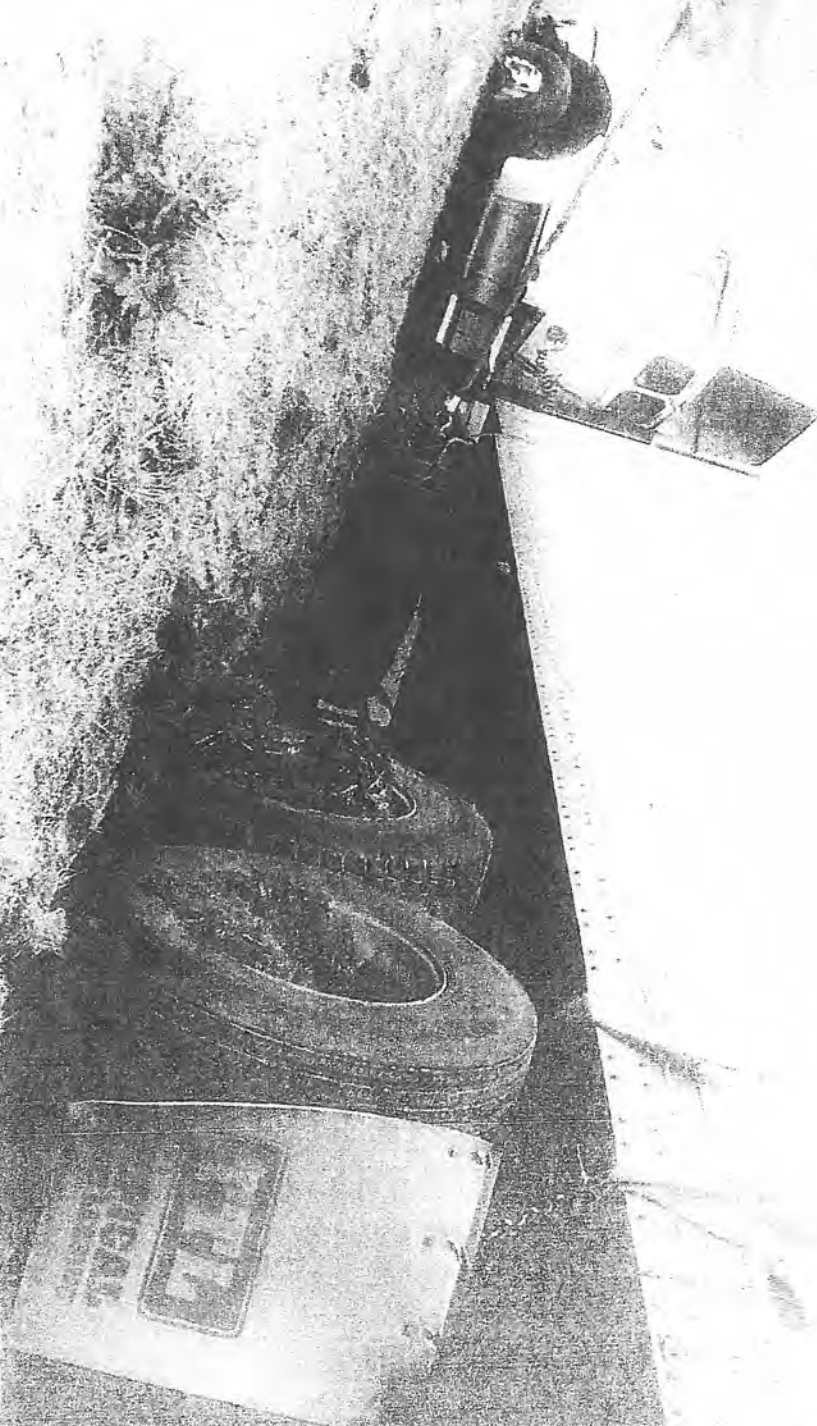


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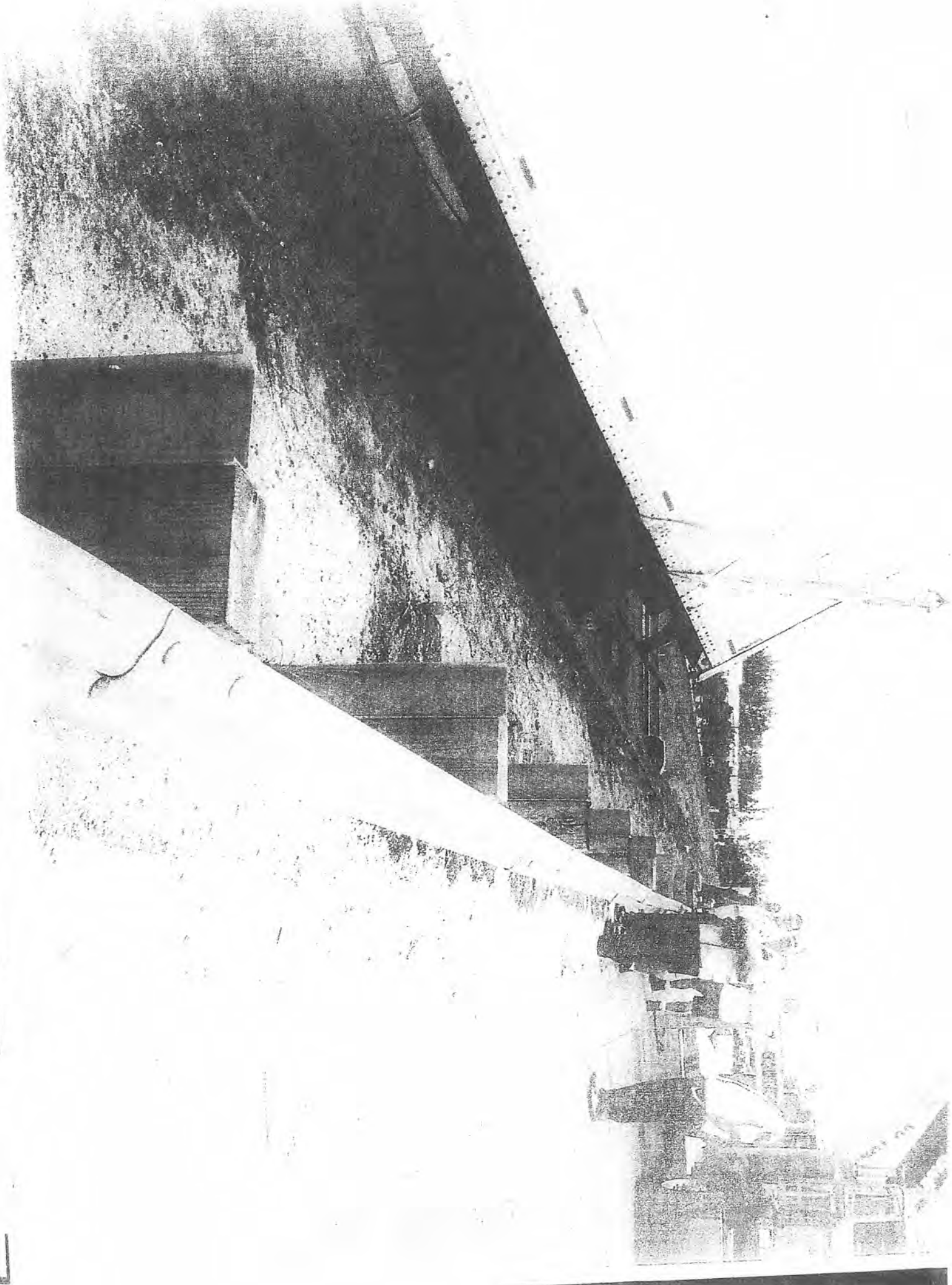


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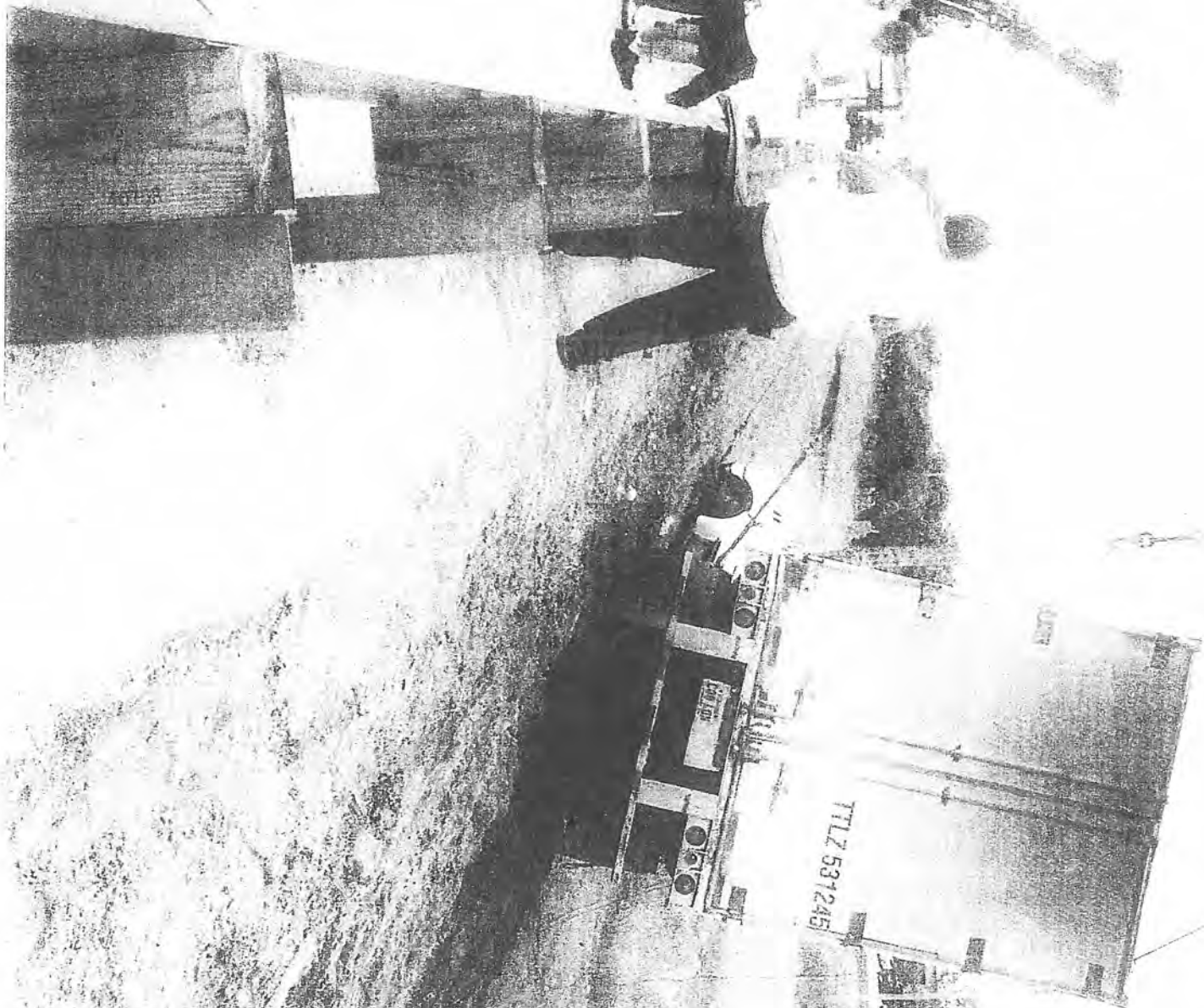


D1-Г



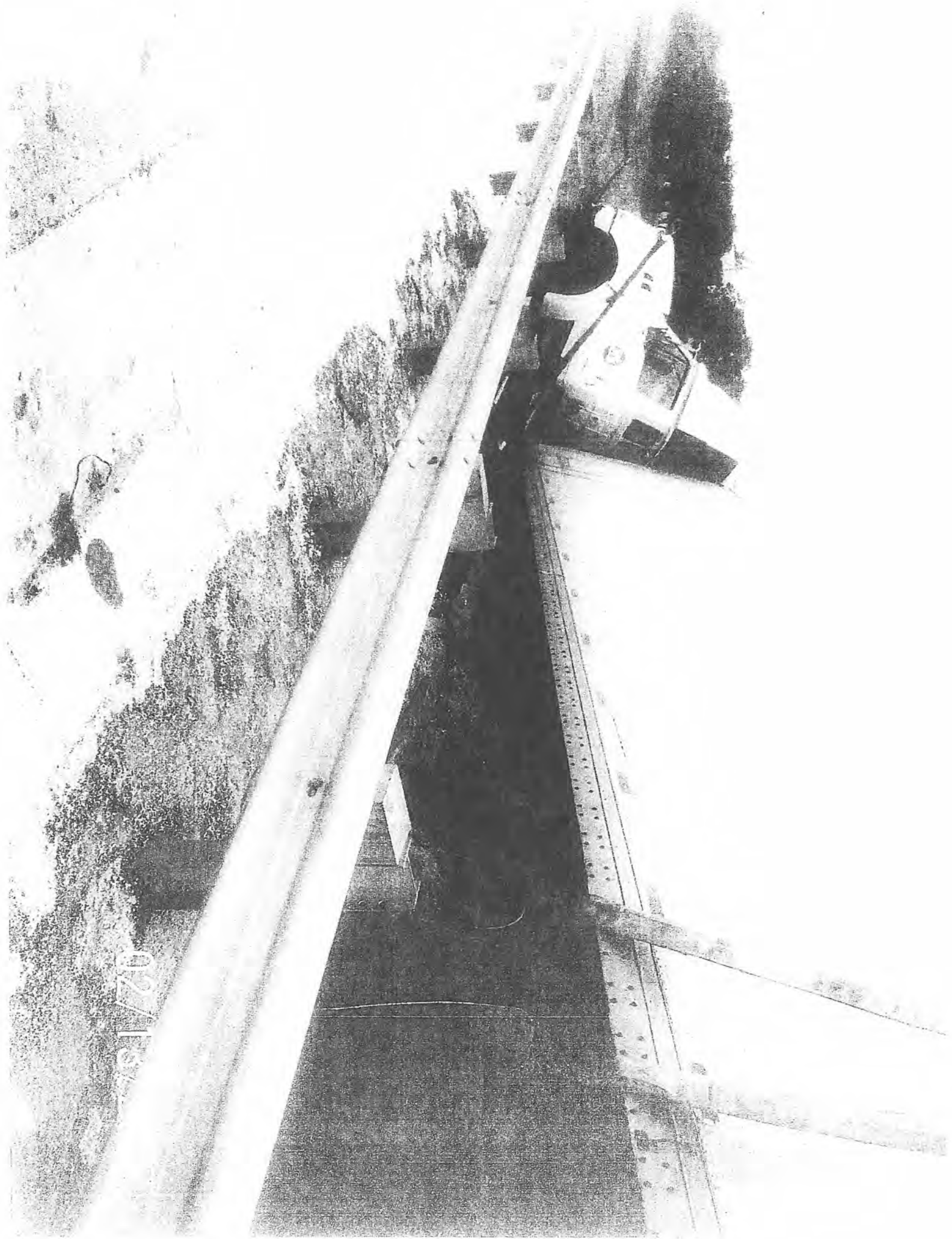


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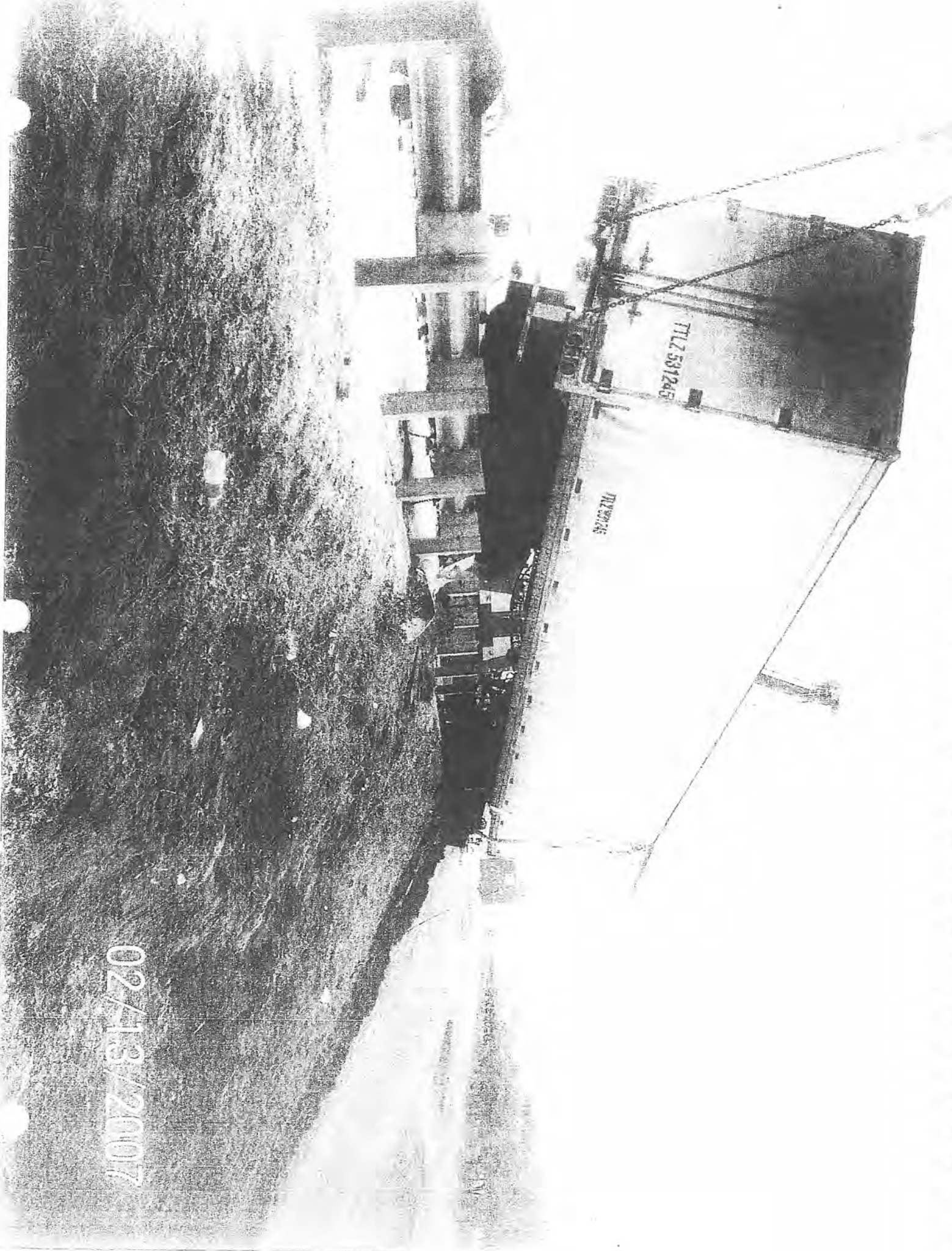


TTLZ 531245

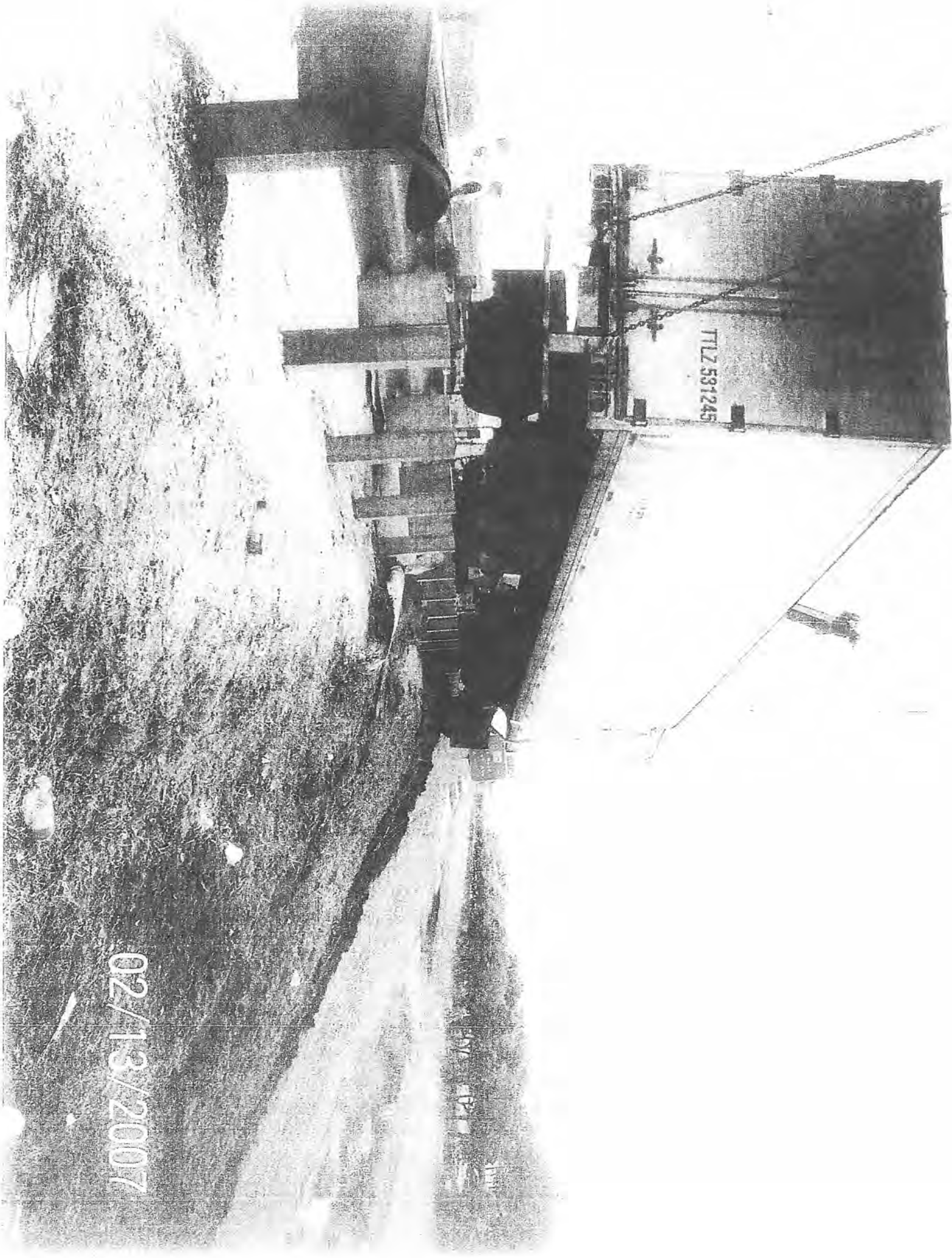
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02/13/71

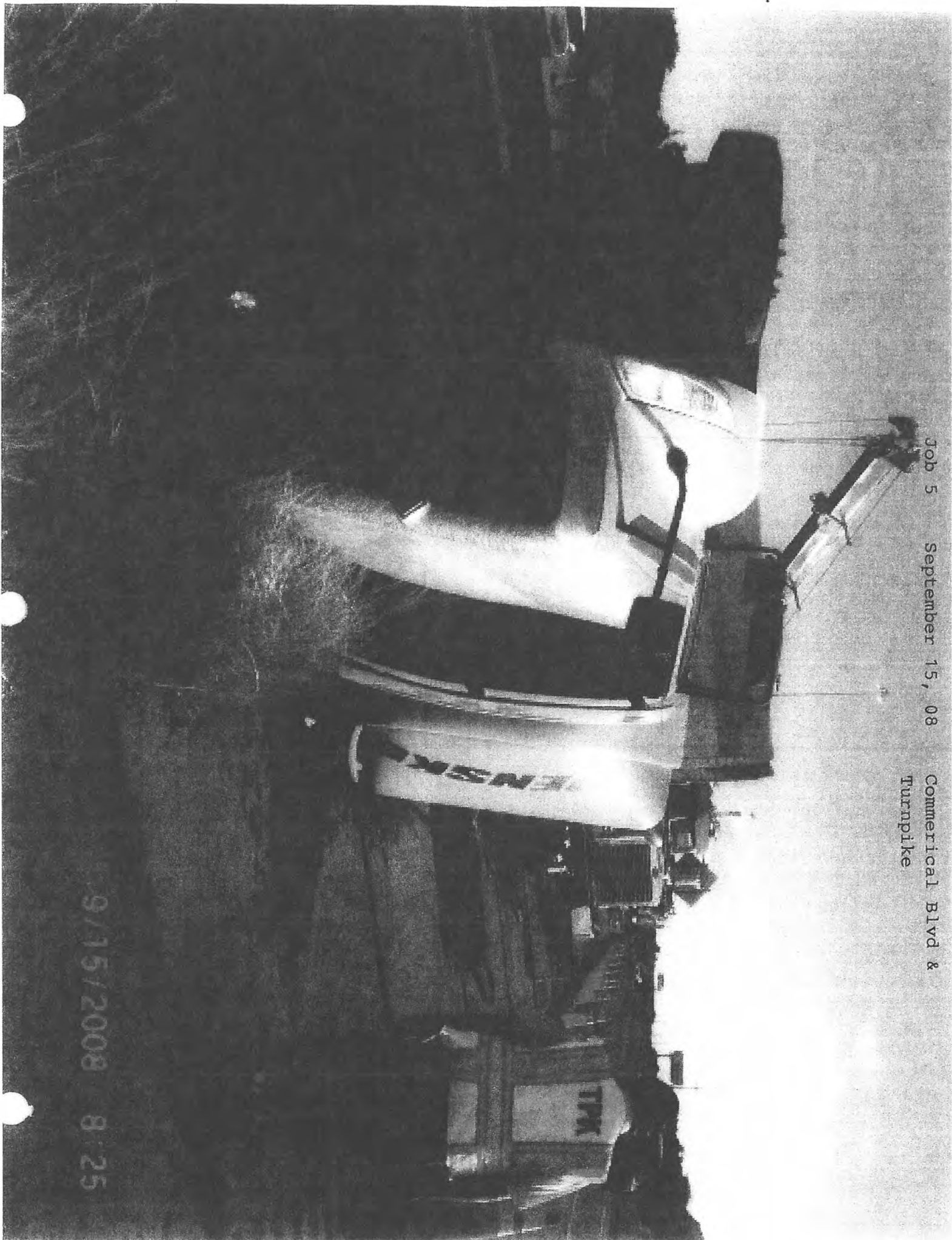


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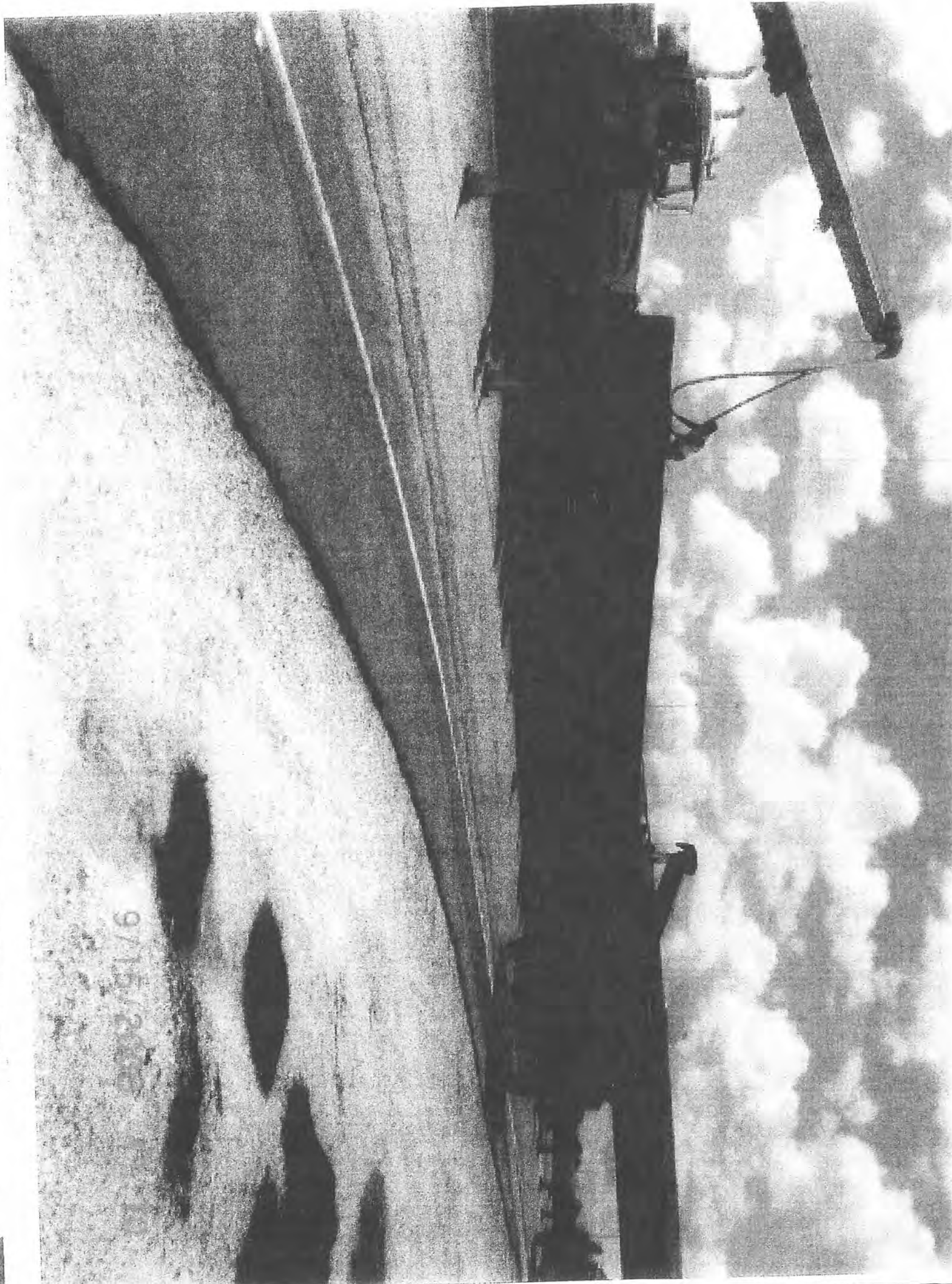
02/13/2007

Job 5 September 15, 08 Commerical Blvd & Turnpike



9/15/2008 8:25

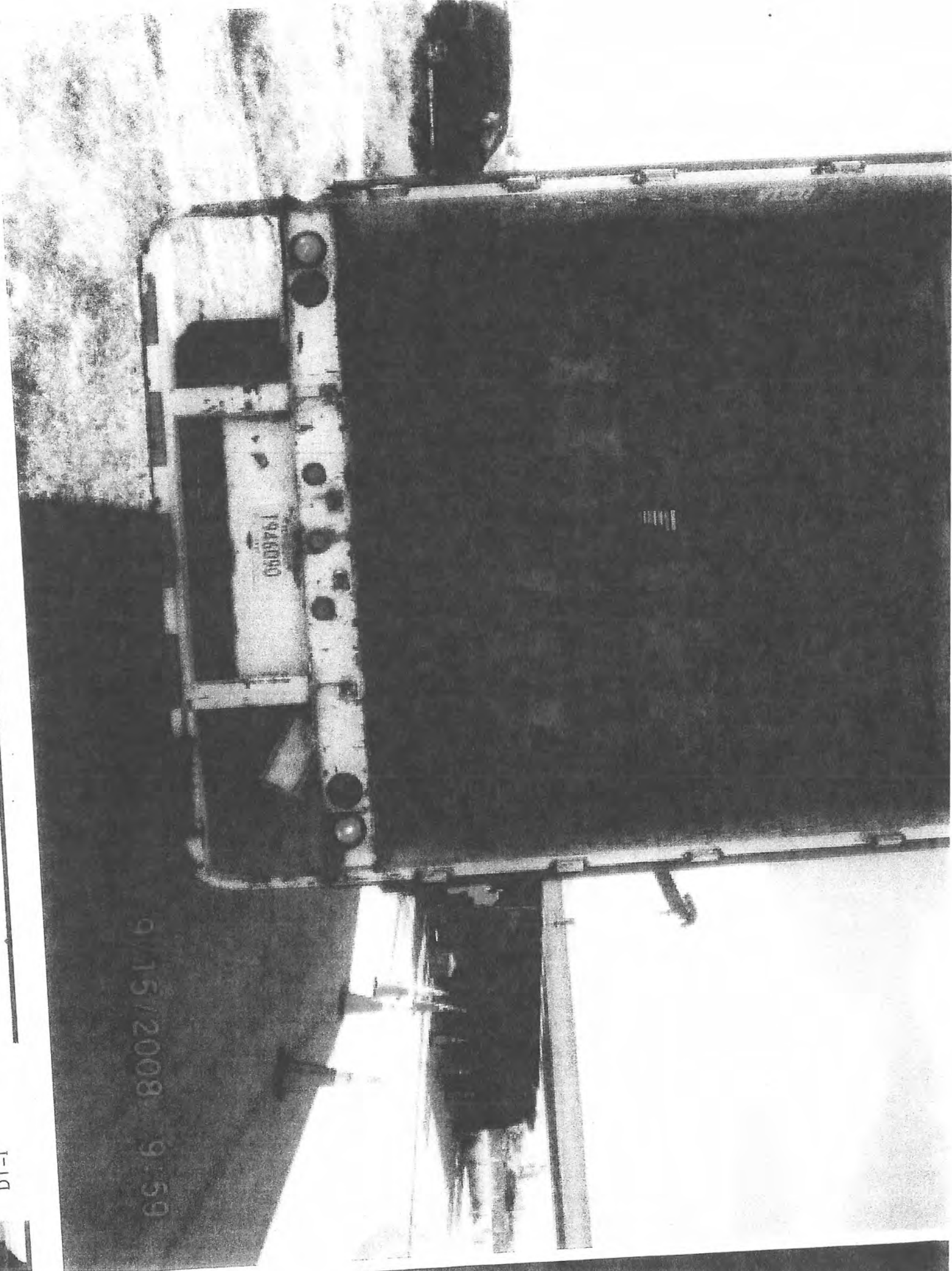
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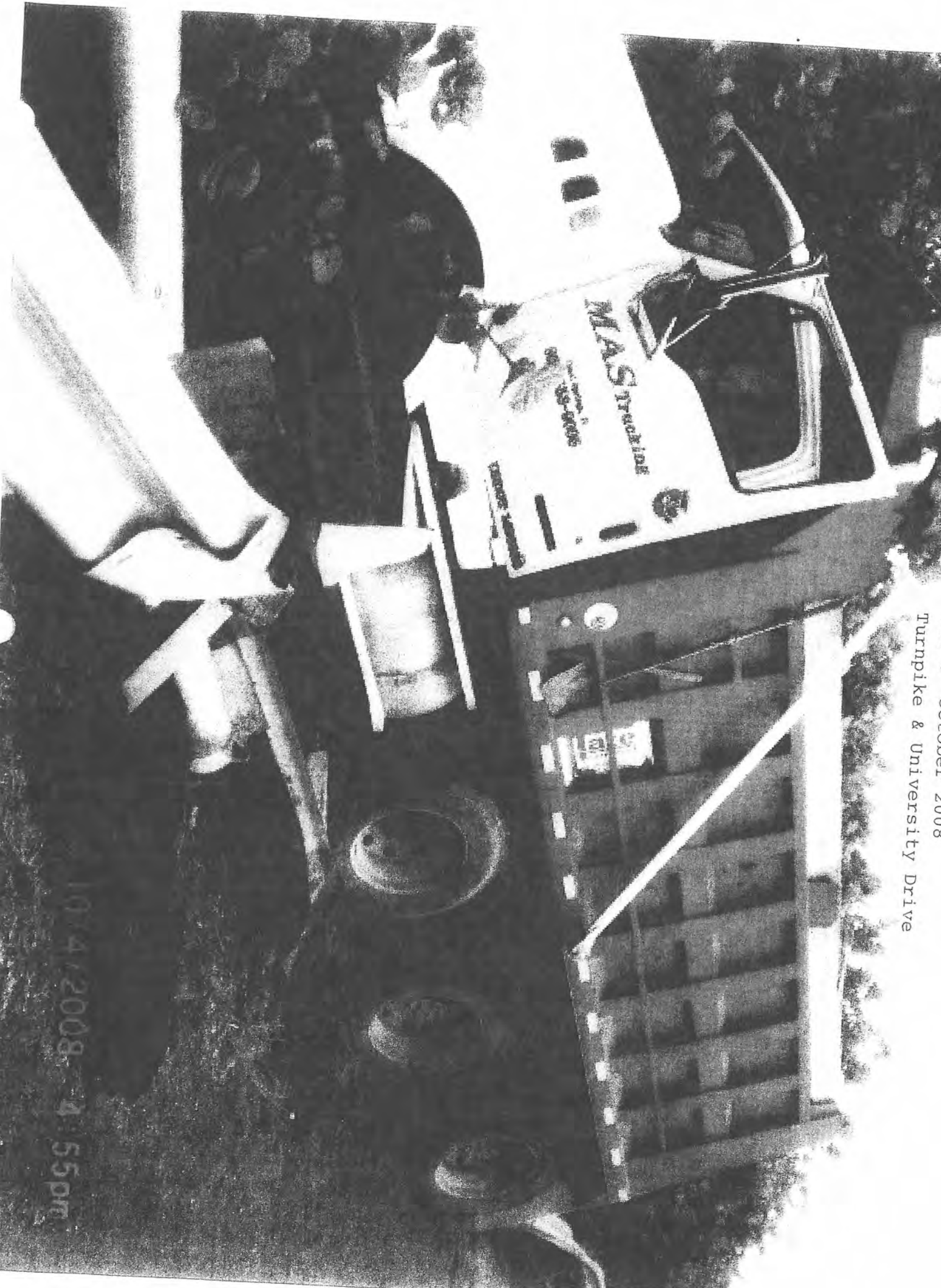


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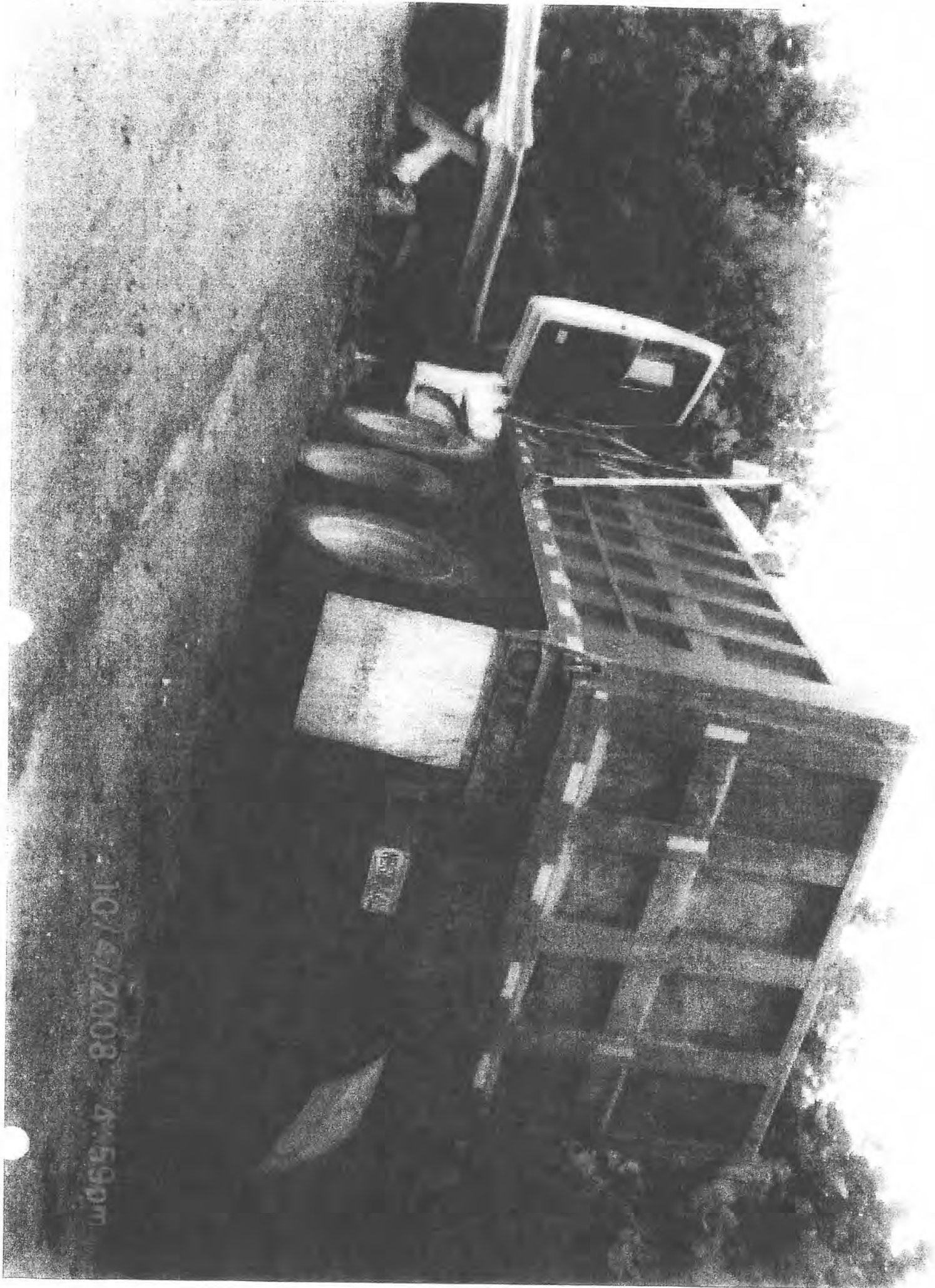
9/15/2008 9:59



Job 6 October 2008
Turnpike & University Drive



10/4/2008 4:55pm



10/6/2008 4:59pm



10/11/2008 5:45pm



LOCAL STORAGE

Our main office is located in the city of Margate at 5613 NW 8th Street, just North of West Atlantic Blvd and just East of North State Road 7. Located on a Little over 1 acre of property, the 5400 square foot building was completed in 1991. As of July 2000 J & J Towing purchased another half of acre with two 9 bay buildings which is a total of 18 bays for inside storage to hold approximately 50 vehicles. The main building consists of office space, a lounge, restrooms, and vending snack area. Dispatch is also handled 24 hours a day 7 days a week utilizing a 10 phone line system, 2 fax machines, and a Motorola radio system with GPS tracking system & Nextels.

The well lit yard compound is surrounded by a 7 foot high concrete wall. A camera system is located inside and outside the building and storage lot recording all activity that occurs. Also available we have 1 car lift located inside the building. The outside Storage compound is gated, secured with cameras and can store 100 cars.

A 4 bay work area (with Hydraulic lift) large enough for heavy trucks to be driven inside. A section of the garage area is completely separated and secured from the rest of the garage area and is locked and secured from any personnel walking into the area. Entrance can only be obtained by requesting the keys from management. This area has been reserved for storage of vehicles considered part of crime scene, traffic homicide investigation or any vehicle with an inside hold storage request.

An electric gate provides daytime security and keeps people from entering the yard unless accompanied by a J & J employee.

J & J Towing, Inc. also rents a second fenced in secured yard at 1541 NW 24 Ave. Pompano Beach, FL 33069. This yard is for outside storage only. Contact name for this storage location is Bob at 954-746-4001.

DISPATCH

Dispatch is operated at our main office in Margate 5613 N.W. 8th Street, Margate, FL 33063.

Dispatch is also handled 24 hours a day 7 days a week utilizing a 10 phone line system, 2 fax machines, and a Motorola radio system with GPS tracking system & Nextels.

Our office will be open according to this contract Monday – Saturday from 7:00AM to 7:00PM. Sunday will be open from 7:00AM to 7:00PM on call if a customer needs to pick up there vehicle or personal belongings out of there vehicle, and also if Margate will need to an investigation.



CERTIFICATE OF LIABILITY INSURANCE

OP ID CB
J&JTO-3

DATE (MM/DD/YYYY)

04/02/10

PRODUCER

Chase Insurance Agency Inc
P O Box 17497
Plantation FL 33318-7497
Phone: 954-792-4300 Fax: 954-791-9344

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

J&J Towing Inc
5613 NW 8th St
Margate FL 33063

INSURERS AFFORDING COVERAGE

NAIC

| | | |
|------------|---------------------------|-------|
| INSURER A: | State National Ins Co Inc | 12831 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------------|-------|--|---------------|------------------------------------|-------------------------------------|--|--|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | TIP-002264-A | 04/05/10 | 04/05/11 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG | \$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 |
| A | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | TIP-002264-A | 04/05/10 | 04/05/11 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) | \$ 1,000,000 \$ \$ \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG | \$ \$ \$ |
| | | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE AGGREGATE WC STATU-TORY LIMITS OTH-ER | \$ \$ \$ \$ \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/> | | | | E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT | \$ \$ \$ |
| A | | OTHER GKPR LEGAL LIAB | TIP-002264-A | 04/05/10 | 04/05/11 | \$150,000 | \$500 DED |
| A | | ON HOOK & CARGO | TIP-002264-A | 04/05/10 | 04/05/11 | VARIES | \$1000 DED |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

VEHICLE SCHEDULE ATTACHED FOR ON HOOK & CARGO LIABILITY LIMITS - CERTIFICATE HOLDER IS ADDITIONAL INSURED WITH RESPECT TO LIABILITY

CERTIFICATE HOLDER

CITYOFM

City of Margate
Purchasing Dept
5790 Margate Blvd
Margate FL 33063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2010

PRODUCER (281) 999-5544 FAX: (281) 577-2678
Main Street America MGA, Inc.
21977 East Wallis Drive

Porter TX 77365

INSURED Harbor America East, Inc.

J & J Towing, Inc.

Bus: (954) 972-0855 Fax: (954) 972-7383

5613 North West 8th Street

Margate FL 33063

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Ullico Casualty Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------------|---|---------------|------------------------------------|-------------------------------------|--|
| | GENERAL LIABILITY | | | | EACH OCCURRENCE \$ |
| | COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ |
| | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | GENERAL AGGREGATE \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | HIRED AUTOS | | | | |
| | NON-OWNED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | ANY AUTO. | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| | EXCESS / UMBRELLA LIABILITY | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | | | | | \$ |
| | DEDUCTIBLE | | | | \$ |
| | RETENTION \$ | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | WCS-113000-01 | 4/1/2010 | 4/1/2011 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Workers' Compensation coverage is extended to all payroll active employees of Harbor America East, Inc. leased to J & J Towing, Inc., effective 12/28/2009. Insured is afforded Workers' Compensation & Employers Liability as a co-employer under the policy for employees leased from Harbor America East, Inc.

CERTIFICATE HOLDER

(954) 935-5258

City of Margate

Attn: Pat Greenstein, Purchasing Manager

5790 Margate Blvd.

Margate, FL 33063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Rick Walker/MT

ACORD 25 (2009/01)

INS025 (200901)

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City of Margate, Florida

Local Business Tax Receipt

901 NW 66th Avenue

Margate, FL 33063

(954) 979-6213

Business Name: J & J TOWING INC

Location address: 5613 NW 8TH ST

Issue Date / Class:

TOWING SERVICE

Effective Date: October 01, 2009

Receipt No: 10-00091476

Expiration Date: September 30, 2010

Receipt Fees: 100.00

Comments:

For Home Local Business Tax Receipt: No Commercial Vehicles Permitted at Residence. No Inventory, Stock of Trade, Sales or Display, Permitted.

Commercial and all others: No Outside Sales, Service, Display, Stock or Storage without prior City Commission Approval.

0031233

J & J TOWING INC

5613 NW 8TH ST

MARGATE FL 33063-4505

NOTICE: RECEIPT MUST BE TRANSFERRED
WHEN BUSINESS IS MOVED OR SOLD.
(Please see bottom portion of this form.)

Post This Receipt in a Conspicuous Place

Maximum Capacity: N/A

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000

VALID OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010

DBA:

Receipt # 326-0005328

Business Name: J & J TOWING INC

Business Type:

Owner Name: CAMMARATA JUDITH A

COURIER/TRANSPORT/DLVRY/TOWING

Business Location: 5613 NW 8 ST

Business Opened: 01/23/84

MARGATE 33063

Business Phone: (954)972-0855

State/County/Cert/Reg:

Exemption Code: NON EXEMPT

Rooms

Seats

Employees

Machines

Professionals

10 UNITS

Number of Machines: For Vending Business Only Vending Type:

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|------------|--------------|---------|---------|-------------|-----------------|------------|
|------------|--------------|---------|---------|-------------|-----------------|------------|



Health Care Center of Miami
"Your Work Injury Solutions"

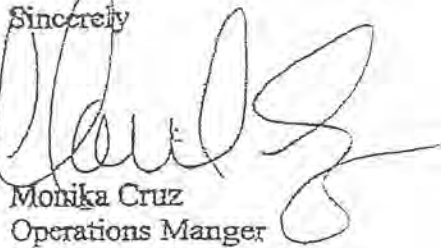
February 19, 2009

To Whom It May Concern:

Please note that J & J towing company has being doing their drug testing program with us since 12/2006.

If you need any additional information do not hesitate to call us.

Sincerely



Monika Cruz
Operations Manger

Medicy

7911 NW 72nd Ave., #111 • Miami, Florida 33166 • Tel (305) 888-6959 • Fax (305) 887-8198

Miami Beach

960 Arthur Godfrey Rd (41st St.) #208 • Miami Beach, Florida 33140 • Tel (305) 695-9720 • Fax (305) 695-9722



REQUEST FOR PROPOSAL
TO PROVIDE TOWING SERVICES TO THE CITY OF
MARGATE

RFP 2010-001

MANDATORY Pre-Proposal Conference: Tuesday, July 20, 2010
Proposal Due Date: Tuesday, August 3, 2010

CITY OF MARGATE
PURCHASING DIVISION
5790 MARGATE BOULEVARD
MARGATE, FL 33063

(954) 972-6454

June 2010

June 24, 2010

CITY OF MARGATE, FLORIDA

REQUEST FOR PROPOSALS

2010-001

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 years, with the option of one renewal term for an additional five years.

The City will receive sealed proposals until 3:00 P.M., Tuesday, August 3, 2010, in the City's Purchasing Division Office, 5790 Margate Boulevard, Margate, Florida, 33063. E-mailed or faxed proposals will not be accepted. A **MANDATORY** pre-proposal conference will be held at 10:00 A.M., Tuesday, July 20, 2010, in the City Hall Commission Chambers at the above address. Only firms who have had a representative in attendance and signed in at the pre-proposal conference will be eligible to submit a proposal.

1. 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 3000 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Fee to be Paid to the City

The successful proposer (Contractor) shall pay the City a service fee of at least \$30,000.00 annually, payable in advance in equal monthly installments. Proposers are encouraged to submit fee proposals in excess of the \$30,000.00 minimum. Proposers must complete Attachment B indicating the annual fee offered to the City.

Monthly payments shall be payable on the first day of each calendar month until the termination of the contract. If the payment is delinquent by more than fifteen (15) days after the payment is due, an additional charge of one hundred (\$100) dollars per day will be due for each day's delay in payment, retroactive to and beginning with the due date of the payment. In the event that a delinquent payment and resulting penalties are due, any payments received will first be applied to the penalty amount, prior to being applied to the regular monthly payment due. In this respect, the \$100 penalty fee shall accrue until the monthly payment and all applicable penalties are paid in full

10. 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.

11. 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 for the life of the contract in an amount not less than the Contractor's proposed annual service fee, 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.

12. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the City's contracted law enforcement provider, if applicable, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole

negligence of the City or the City's contracted law enforcement provider, if applicable, or any of their officers, agents or employees.

13. Insurance

The insurance described herein reflects the liability and other insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City's Risk Manager. The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Margate as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the types of insurance indicated on the attached sample certificate of insurance marked "Attachment G"

The certification or proof of insurance must contain a provision for notification to the City, and the City's police department, thirty (30) days in advance of any material change in coverage or cancellation. Contractor shall be in breach of contract if insurance coverage as required by the City is not maintained at all times during the duration of the contract period.

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

14. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with recommendation for changes, additions, or deletions by the City's Internal Auditor. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term for the period of three (3) years following contract expiration.

15. Communications

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

16. No Discrimination

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

17. Independent Contractor

The selected firm shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor, or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers, unemployment compensation, or the like from City.

18. Staff Assignment

The City of Margate reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this assigned to work under this service contract at any time. Background checks shall be required.

A handwritten signature in black ink, appearing to be 'JPR', is written over the 'Initials' label.

19. Contract Terms

The contract shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Margate.

If the City of Margate defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Margate for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

20. Waiver

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

21. Survivorship Rights

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

22. Termination

The contract may be terminated by the City of Margate without cause upon providing contractor with a least thirty (30) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the contract immediately upon delivery of written notice to the defaulting party of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

Handwritten signature or initials in black ink, appearing to be 'JL' or similar, written over a horizontal line.

23. Manner of Performance

Proposer agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal, and state laws, rules, and regulations.

Proposer agrees that the services provided under this contract shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Margate with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of contract.

24. Submission/Format Requirements

Eligibility: To be eligible to be considered for this contract Proposers must meet the following minimum requirements:

- a. The firm shall have regularly engaged in the towing/wrecker/storage business for a minimum of five (5) years.
- b. The firm must clearly indicate the expertise and facilities to service the City of Margate as outlined in the RFP.

Submit one (1) original unbound and five (5) bound copies (No three (3) ring binders) of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contract for the Proposer.

Information to be included in the proposal: In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below, separated by tabs:

Title page:

Show the project name and number, the name of the proposers firm, address, telephone number, name of contact person, and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the proposer's understanding of the project and express a positive commitment to provide the services within. State the name(s) of

the person(s) who will be authorized to make representations for the proposer, their title(s), addresses, and telephone numbers. Please limit this section to two pages.

Fees:

The proposal response must include a schedule of fees to be charged the public for various services performed, and the proposal response must include the annual fee offered to the City. Submit completed forms Attachment A and Attachment B.

Experience:

A summary of proposer's experience for similar services provided on a daily basis and any governmental entities that are currently being served by the proposer (company).

Signature Page:

The Proposal Signature Page must be completed, signed, and returned.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided each reference.

Litigation:

Disclose any litigation within the past 5 years arising out your firm's performance.

Equipment:

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. List any extrication equipment available for use under this contract.

Local Storage:

Provide address of storage facility and office located within Broward County. Locations must not be north of Hillsboro Boulevard or south of Oakland Park Boulevard. If you do not currently operate this facility, but will operate at this location if awarded the contract, provide proof that you are able to purchase or lease the proposed location.

Dispatch:

Provide address of your dispatch location, if different from your local storage location

Return all RFP pages, initialed where indicated.

A handwritten signature in black ink, appearing to be 'JL' or similar, written over a horizontal line.

25. Questions and Communication

All questions must be submitted in writing to the Mr. Spencer Shambray, CPPB, Buyer I, Purchasing Division, 5790 Margate Boulevard, Margate, Florida 33063, fax (954) 935-5258 or the purchase@margatefl.com email address. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 3:00 p.m. on July 27, 2010, at the above location. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the RFP document from the City.

26. Addenda

In the event it becomes necessary to revise, change, modify, or cancel this RFP, addenda will be issued to all known recipients of this solicitation. It is the responsibility of each proposer to verify with the City the number of addenda issued and properly acknowledge each prior submission of their proposal.

27. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

28. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.



The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

29. Selection/Evaluation Process

A Selection Committee will be appointed to evaluate proposals submitted and to select the most qualified firm for award recommendation. The Selection Committee will arrive at an award recommendation decision by ranking the firms based on the evaluation criteria presented below.

| | <u>Evaluation Criteria</u> | <u>Point Range</u> |
|----|--|--------------------|
| 1. | Understanding of the Project | 0-10 |
| | <ul style="list-style-type: none">• 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? | |
| 2. | Equipment and Facilities | 0-20 |
| | <ul style="list-style-type: none">• 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? | |
| 3. | Experience and Qualifications | 0-40 |
| | <ul style="list-style-type: none">• Does the firm have experience on 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? | |



4. Schedule of Fees (Charges to Public and Annual Payment to City) 0-30

- Attachments A and B

Total Possible Points 100

At its sole discretion, the Selection Committee may elect to interview all proposers or shortlist a specific number of proposers to be interviewed. It is understood that the City shall incur no costs from any proposer as a result of the interview process, nor bear any obligation in further consideration of their proposal submittal.

31. AWARD OF CONTRACT

The contract or contracts shall be awarded to the most qualified Proposer(s) whose proposal(s) is/are determined to be the most advantageous to the CITY and who agree to provide the required services at compensation which the CITY determines is fair, reasonable and competitive.

32. TIME REQUIREMENTS

A. PROPOSAL CALENDAR, 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 RFP | June 30, 2010 |
| 2. Pre-Proposal Conference | July 20, 2010 at 10:00 AM |
| 3. Receipt of RFP | August 3, 2010 at 3:00 PM |
| 4. Proposal Evaluations | Week of August 9, 2010 |
| 5. Interviews with short listed firms | Week of August 16, 2010 |
| 6. Recommendation to Commission | September 1, 2010 |

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



33. GENERAL CONDITIONS

A. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: "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, supplies, 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 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

B. DISCRIMINATORY VENDOR LIST: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

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

D. 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.

E. 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.

F. 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, as 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.

G. 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 Statutes 112.13.

H. 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.

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

J. 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.

K. ANTI-COLLUSION 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.

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

M. TERMINATION FOR CONVENIENCE OF CITY – Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to the successful Proposer, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the city's convenience whenever the city determines that such termination is in the best interests of the city. Where the agreement is terminated for the convenience of the city the notice of termination to the successful proposer must state that the contract is being terminated for the convenience of the city under the termination clause and the extent of the termination. Upon receipt of such notice, the contractor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

N. LITIGATION VENUE- The parties waive the privilege of venue and agree that all litigation between them shall take place in the state court in Broward County, Florida. The parties agree to waive jury trial for all disputes.

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

P. 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.

Q. Proposer warrants that the product supplied to the City of Margate conforms in all respects to the standards set forth in the Occupational Safety and Health Act and its amendments and to any applicable industry standards.

R. 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.

S. 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 offerer 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.

T. 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.

U. 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.

V. INDEMNIFICATION: CONTRACTOR AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS THE CITY, THEIR OFFICERS AND EMPLOYEES, FROM OR ON ACCOUNT OF ALL DAMAGES, LOSSES, LIABILITIES 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 CONSTRUCTION CONTRACT.

A handwritten signature in black ink, appearing to be 'JME', is written over the 'Initials' label.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal
Form this 21 day of July, 20010

By: N/A
Signature of Individual

Printed Name of Individual

Business Address

City/State/Zip

Business Phone Number

I.
II. State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 21 day of July, 2010, by
Joseph B. Cammarata (Name), who is personally known to me or who has
produced C-463-48-724-470 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Catherine M. Smith

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 27 day of Jan, 2010.

N/A

Printed Name of Firm

By: _____

Signature of Owner

Printed Name of Individual

Business Address

City/State/Zip

Business Phone Number

III. State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 27 day of Jan, 2010 by Joseph B. Cammarata (Name), who is personally known to me or who has produced C-303-48-224-470 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Catherine M. Smith
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 27th day of July, 2010

[Signature]
Witness
[Signature]
Witness

N/A
Printed Name of Partnership
By: _____
Signature of General or Managing Partner

Printed Name of partner

Business Address

City/State/Zip

Business Phone Number


State of Registration

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 27 day of July, 2010, by Joseph B. Camacho (Name), President (Title) of JBS Tower, LLC (Name of Company) who is personally known to me or who has produced C-463-48-524-470 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Catherine M. Smith
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 27th day of July, 2010.

J & J Towing, Inc.
Printed Name of Corporation

Florida
Printed State of Incorporation

By: [Signature]
Signature of President or other authorized officer

(CORPORATE SEAL)

Joseph B. Cammarata
Printed Name of President or other authorized officer

ATTEST:

By: [Signature]
Secretary

5613 N.W. 8 Street
Address of Corporation

Margate, Fla. 33063
City/State/Zip

954-972-0855
Business Phone Number

IV. State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 27 day of July, 2010, by Joseph B. Cammarata (Name), President (Title) of J & J Towing, Inc. (Company Name) on behalf of the corporation, who is personally known to me or who has produced DL# C563-482-52-447-0 as identification and who did (did not) take an oath. WITNESS my hand and official seal.

Catherine M. Smith
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: Joseph B. Cammarata

NAME: J & J Towing, Inc.

ADDRESS: 5613 N.W. 8 Street, Margate, Fla. 33063

PRINCIPAL OFFICE: 5613 N.W. 8 Street, Margate, Fla. 33063

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.

The correct name of the Offeror is: J & J Towing, Inc.

The address of the principal place of business is:

5613 N.W. 8 Street

Margate, Fla. 33063

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

- a. Date of Incorporation: August 1, 1986
- b. State of Incorporation: Florida
- c. President's name: Joseph B. Cammarata
- d. Vice President's name: Judith A. Cammarata
- e. Secretary's name: Judith A. Cammarata
- f. Treasurer's name: Judith A. Cammarata
- g. Name and address of Resident Agent:

Joseph B. Cammarata

5645 N.W. 108 Way

Coral Spring, Fla. 33076

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

a. Date of organization:

N/A

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

N/A

c. State whether general or limited partnership:

N/A

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

N/A

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

N/A

A handwritten signature in black ink, appearing to be 'JHE', is written over the 'Initials' label.

6. How many years has your organization been in business under its present business name?

N/A

- a. Under what other former names has your organization operated?

N/A

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.

SEE ATTACHED SHEET

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

yes.

The City Of Coral Springs terminated the towing contract with J & J Towing on March 18, 2008.

J & J Towing had 5 invoices that had incorrect charges. Some of the charges were less then the contracted price.

On February 4, 2008 a 2003 Ford Mustang was placed on hold by the City of Coral Springs. A cluster of gauges were missing from the Mustang. Coral Springs Police Department launched an investigation with the Margate Police Department. Margate PD could not verify if the gauges were lost from the vehicle in transit to the yard or cut and removed from the vehicle.

Coral Springs terminated the contract with J & J Towing before the investigation was completed.

SEE ATTACHED



FILE

CORAL SPRINGS POLICE DEPARTMENT
TRAFFIC UNIT
MEMORANDUM

TO: Deputy Chief Tony Pustizzi
Administration Division

THROUGH: Captain Kevin Montagna
Operations Division

Sergeant Joseph Barbuto *JB*
Traffic Unit Supervisor

FROM: Officer Lawrence D. Saxon *LD*

SUBJECT: J & J Towing Inspection

DATE: November 27, 2007

COPY: Angelo Salomone
Deputy Chief Mark Haydu
Deputy Chief Tony Pustizzi

On Wednesday, November 27, 2007, Sgt Barbuto and I conducted an unannounced inspection of J&J Towing records in accordance with the recommendations made in the current contract quality review report dated October 11, 2007.

Ten tow invoices were randomly selected from the calendar year 2007. The following tows were reviewed and possible deficiencies are listed.

1. Invoice 167733, dated 08-04-07. Vehicle was brought into the tow yard after hours and was released the next day. A \$30 admin fee was charged. This was a result of a computer error that read vehicle towed on 08-04-07 and released on 08-05-07. The computer read this as being over 24 hours and mistakenly charges the fee.
2. Invoice 160797, dated 08-02-07. Vehicle was charged a \$20 mileage fee. This fee is not listed under the contract's table of approved fees. The correct way should have been to charge \$55 labor for every 30 minutes the driver was towing the vehicle to the requested location. Due to the fact the tow company under-charged the owner, no action is deemed necessary. Tow company owner was made aware of this situation.

3. Invoice 161320, dated 06-20-07. Tow log showed the vehicle being stored for 10 days but being charged for 14 days. Invoice shows the owner released the vehicle on 06-29-07 to Progressive Insurance, but Progressive did not pickup vehicle until the 14th day. Charges are acceptable under the contract.
4. Invoice 158200, dated 04-19-07. Tow log shows a \$24 storage fee and a \$30 administrative fee. The vehicle was stored less than 24 hours. The computer read this as a full day of storage and mistakenly charged the listed fees.
5. Invoice 160049, dated 03-08-07. There is an \$80 delivery charge listed on the tow log. The impound slip states vehicle was released to the owner. Tow company owner stated the vehicle was delivered to the owner's house. There is no way to determine if this is correct. The owner has not called in a complaint.
6. The other five invoices did not have any discrepancies.

The tow company owner was shown the listed deficiencies and we all were able to determine that the computer program was in error. The owner stated she would correct future problems.

Due to this favorable review, it is the opinion of the Traffic Unit that J & J Towing should be allowed to begin towing again starting with the next rotation, which will start on December 1, 2007.

CORAL SPRINGS POLICE DEPARTMENT
MEMORANDUM

Mission: To be the nation's premier community in which to live, work, and raise a family.

To: Deputy Chief, Anthony Pustizzi *mtt*
Administrative Division *for AD*

Through: Deputy Chief, Mark Haydu *mtt*
Operations Division

Captain Kevin Montagna *KPM*
Special Operations *Concur*

From: Sergeant Joseph L. Barbuto *JB*

Date: February 18, 2008

Subject: Termination of J & J Towing

On February 4, 2008 Traffic Homicide Investigator Eric Schuster contacted me in reference to parts missing off a 2003 Ford, Mustang, bearing Florida license plate UID5R. The vehicle was at J & J Towing and was on hold in reference to case #08-400440, which was a possible fatality investigation. Investigator Schuster had responded to J & J Towing to process the vehicle. Upon processing the vehicle he noticed that there was an instrument cluster that was removed from the vehicle. Photographs were previously taken of the vehicle showing the instrument cluster (see attached photos).

It was clear from the examination of the vehicle that the wires holding the instrument cluster on the vehicle were cut with some type of wire cutter as evidence by the photographs taken by Investigator Schuster. This vehicle was not store inside as requested by the investigator because the tow operator could not access the inside storage bay.

The victim survived, so we avoided a potential serious loss of evidence in our investigation. However, had this vehicle been crucial in our case, the chain of custody of the vehicle and the evidentiary value of the vehicle would be in question. Contact was made with Margate Police Department and a grand theft report was made. Margate Police Department case number is 1-08-007974.

On October 21, 2007 J & J Towing was suspended for 30 days because they were not meeting their contractual services. (See attached)

Vehicles that are evidence and placed on hold weather for a traffic homicide case or criminal case can not be jeopardize. A vendor we rely upon to secure our evidence can not jeopardize evidence that is essential to a criminal investigation.

Due to this incident and previous violations, I am hereby recommending that the contractual service of J & J Towing be terminated.

Attachment:

Margate Police Report
Previous suspension paper work.



Margate Police Department

INCIDENT REPORT# 1-08-007974



| | | | | | |
|---|--|--|--|---|-------------------------------|
| Occurrence Date/Time: 2/04/2008 23:00 / 2/11/2008 14:00 | | Classification: THEFT GRAND | | Status: SUSPENDED | Day of week: MONDAY |
| Location: 5613 NW 8TH ST MARGATE | | | Common Name: J&J TOWING | | |
| Location Type: STORAGE/WAREHOUSE | | Beat: 205 | | Map Page Ref: 205/P5 | |
| District: | | Alcohol Related: NOT APPLICABLE | | Drug Related: NOT APPLICABLE | |
| Dispatch Date / Time: 2/11/2008 14:06 | | Respond Date / Time: | | Arrive Date / Time: 2/11/2008 14:19 | |
| Reporting Officer: 3067 - BROESAMLE, W. 2/11/2008 | | Clear Date / Time: 2/11/2008 15:23 | | | |
| | | | Approving Supervisor: 3074 - KONECKE, C. 2/11/2008 | | |

PROPERTY INFORMATION # 1

| | | | | | |
|--|-------------------------|--|-------------------|--|--|
| Property Type: AUTO ACCESSORY/PART | | Category: ** STOLEN from MARGA | | Description: APILLAR 3 GAUGE CLUSTER | |
| Make / Model: AUTOMETER PHANTOM SERIES | | | Condition: | | |
| Color: BLACK | Value: 320.00 | Serial #: | | Recovered Value: 0.00 | |
| Insured By: | | | | | |

PROPERTY INFORMATION # 2

| | | | | | |
|--------------------------------------|-----------------------|------------------------------------|-------------------|---|--|
| Property Type: | | Category: ** EVIDENCE ** | | Description: 1 LIFT (FINGERPRINT) | |
| Make / Model: LATENT PRINT | | | Condition: | | |
| Color: | Value: 0.00 | Serial #: | | Recovered Value: 0.00 | |
| Insured By: | | | | | |

VEHICLE INFORMATION

| | | | | | |
|--|--|--------------------------------------|--|--|--|
| Vehicle Year/Make/Model: 2003 FORD COBRA | | Vehicle Color: BLACK BLACK | | Vehicle License: UID5R, FL | |
| Vin: | | License Expiration: | | Features: | |
| Style: 2 DOOR | | Value: 0 | | Disposition: NO ACTION TAKEN BY POLICE | |
| Insured by: | | Recovered Value: 0 | | Category: VICTIMS VEHICLE | |
| Decal Number: | | | | | |

| OFFENSE INFORMATION # 1 | | | |
|---|--|---|------------------------|
| Department Classification: THEFT GRAND | | State Classification: THEFT OF MOTOR | Statute: 812.014 |
| Department Disposition: OPEN + | | State Disposition: | Exceptionally Cleared: |
| Weapons: | | Criminal Activity: N/A | |

| COMPLAINANT INFORMATION 1 | | | | | | | |
|---------------------------|------|---|------------------|----------|------------|--------------|---------|
| Name: SCIUSTER, E. | | | | Address: | | | |
| Birth Date: | Age: | Sex: MALE + | Race: White + | | License #: | Height: | Weight: |
| License Date: | | Occupation: CORAL SPRINGS POLICE OFFICER | | | | | |
| Business Phone: | | | Home Phone: | | | Other Phone: | |

| VICTIM INFORMATION 1 | | | | | | | |
|---------------------------|------------|----------------|-------------------|---|-------------|---------------------|---------|
| Name: CALERO, FERNANDO | | | | Address: 2102 SW 176 AV MIRAMAR FL 33029 | | | |
| Birth Date: 1/01/1952 | Age: 56 | Sex: MALE + | Race: White + | Ethnic: UNKNOWN | Hair Color: | Height: | Weight: |
| Injury Type: | | | Extent of Injury: | | | Driver's License #: | |
| Occupation: | | Employer: | | | | | |
| Business Phone: | | | Home Phone: | | | Other Phone: | |

| OTHER PERSON INFORMATION 1 | | | | | | |
|---------------------------------|------------|----------------|-----------------------------|---|------------|--------------------------------------|
| Name: TRENARD, JIMMY LUC | | | | Address: 3 ANN LEE LN TAMARAC FL 33319 | | |
| Birth Date: 4/14/1977 | Age: 30 | Sex: MALE + | Race: BLACK + | | License #: | Person Type: * MENTIONED PERSON * |
| Business Phone: 954/972-0855 | | | Home Phone: 561/714-2603 | | | Other Phone: |

| OTHER PERSON INFORMATION 2 | | | | | | |
|---------------------------------|------------|----------------|-----------------------------|---|------------|--------------------------------------|
| Name: LINDSEY, THOMAS JAMES | | | | Address: 1285 NW 85 TER CORAL SPRINGS FL | | |
| Birth Date: 7/03/1977 | Age: 30 | Sex: MALE + | Race: White + | | License #: | Person Type: * MENTIONED PERSON * |
| Business Phone: 954/972-0855 | | | Home Phone: 954/605-9528 | | | Other Phone: |

| OTHER PERSON INFORMATION 3 | | | | | | |
|----------------------------|--|--|--|--|--|--|
|----------------------------|--|--|--|--|--|--|

| | | | | | | |
|---------------------------------|------------|----------------|-----------------------------|---|------------------------------|--------------------------------------|
| Name: LYONS, WILLIAM | | | | Address: 6547 NW 4 ST MARGATE FL 33063 | | |
| Birth Date: 10/16/1972 | Age: 35 | Sex: MALE + | Race: White + | | License #: | Person Type: * MENTIONED PERSON * |
| Business Phone: 954/972-0855 | | | Home Phone: 954/984-8228 | | Other Phone: 954/931-8085 | |

| OTHER PERSON INFORMATION 4 | | | | | | |
|-----------------------------------|------------|----------------|-------------|---|--------------|--------------------------------------|
| Name: DORMAN, CHRISTOPHER KYLE | | | | Address: 125 NE 80TH ST POMPANO BEACH FL 33060 | | |
| Birth Date: 2/04/1987 | Age: 21 | Sex: MALE + | Race: | | License #: | Person Type: * MENTIONED PERSON * |
| Business Phone: | | | Home Phone: | | Other Phone: | |

Original Narrative by: 3067 - BROESAMLE, W. on 2/11/2008
 Approved by: 3074 - KONECKE, C.

I met with Coral Springs Police Officer E. Schuster #567 at J & J Towing, in reference to someone had stolen a part (Autometer-Phantom Series- a pillar 3-gauge Cluster) off of a vehicle (2003 Black Ford Mustang Cobra, FL tag UID5R) that their department had towed and had placed a "Hold" on 02/04/08 (CSPD Traffic Homicide Case #08-400440). Officer Schuster stated that the traffic crash broke the Gauge Cluster off of its mount and was hanging off of the car by its wires. He stated that the stolen gauges are valued at approx. \$320.00 I photographed the crime scene and recovered a latent print off of the driver's side a-pillar, near where the Gauge Cluster had been attached. The wires to the gauge appeared to have been cut. The photographs were placed on the server and the latent print was placed into evidence.

J & J tow truck driver, Jimmy Trenard stated that he had towed the vehicle to the compound that night and had left the vehicle parked outdoors in the compound. I then spoke with J & J truck driver, Thomas Lindsey. He stated the he and his brother, Williams Lyons, had moved the vehicle into the garage, the following day. The video surveillance system in the yard, is not working.

The vehicle tag (FL UID5R) was not assigned to the vehicle or to the registered owner. The registered owner's name was Fernando Calero and the tag was registered to a Christopher Dorman. The tow slip lists Dorman as the driver. CSPD Officer Schuster believes that Dorman is still in the hospital, from the accident. I have not spoken with either Dorman or Calero. At this time, the registered owner is listed as the victim.

Supplemental Narrative by: 3049 - KOLENDA, F. on 2/19/2008
Approved by: 3019 - PALMA, M.

In contacting Officer Eric Schuster of the Coral Springs Police Department I was provided with two photographs that show the Mustang's instrument cluster and its wires intact after the crash. The cluster of instruments was shown hanging from the driver's side roof support after the roof support was cut in half by EMS. The photographs were taken at the scene prior to the car being towed by J&J towing to their impound lot.

In going to J&J I examined the car and found the wires to the gauges were cleanly cut and not frayed from falling off in transport. While at the tow company I spoke with the driver, Jimmy Trenard, who towed the Mustang in on February 4th. He advised that did not recall seeing the instrument cluster that evening. He further advised that he did not examine the car very closely that night and after arriving at the tow yard he found that there was no room in their traffic homicide bays for the car. As a result he covered the Mustang while it was on the flatbed and left the flatbed in J&J's enclosed compound. Trenard stated that after he towed the car in, it was the end of his shift and he went home for the night.

J&J employee, Eddie Raffone, replaced Trenard at the tow yard that evening. He remained at the tow complex that night but left to do tows as needed. He said that the complex is secure and he was unaware if anyone could have gained access that night.

The morning after Trenard towed the car in, J&J employees, Thomas Lindsay and William Lyons, reported that the car was uncovered upon their arrival and after approximately a half hour, they placed it into a bay. Neither employee reported seeing the gauges. Lyons said that he was curious if it was a genuine Cobra so he examined the exterior. He advised that he is sure he would have seen the gauges hanging from the roof support had they been there at the time. During that time he did not see anyone by the vehicle. He believes that they placed it into the bay around 8 AM.

On 02/14/08 I spoke to Trooper John Baker of the Florida Highway Patrol. He stated that he was at J&J at approximately 10:30 AM that morning and without touching or molesting the Mustang he looked in to see if the speedometer froze at the time of impact because it was such a severely damaged vehicle. Trooper Baker stated that he did not see the hanging cluster of gauges.

I obtained a list of all the all of the other workers that worked on the morning that the Mustang was towed in. All employees were checked for warrants with negative results. The employees were as follows;

Allan York (05-13-74). York quit the week after the theft occurred. I interviewed him on 03-03-08 at his residence in Pompano. He stated that he saw the car after it was removed from the flatbed but said he did not see the gauges. He did

not recall what time he observed the car.

Mikhael Selezney (02-03-70). He advised that he works in dispatch and believed the car was on the truck that morning but does not have a clear recollection of that day and usually is inside of the building.

Tony Mora (02-08-38). He stated that he works in the garage and does not recall seeing that car when it came in but later saw it after the gauges were reported missing.

Damadrick Hugley (07-13-80). Hugley said that he comes in at 9 AM and only saw the car after the theft was discovered.

Marc Bouthillette (12-30-64). Bouthillette said that he had not yet arrived to work when the car was unloaded and only saw the car several days later when it was in the bay.

Omar Eldridge (05-07-78) He advised that he came in at 8 AM and only saw the car several days later after it was in the traffic homicide bays.

Jeff Pope (05-31-69) Pope stated that he arrived for work at 10 AM and only saw that car several days later after it was in the traffic homicide bay.

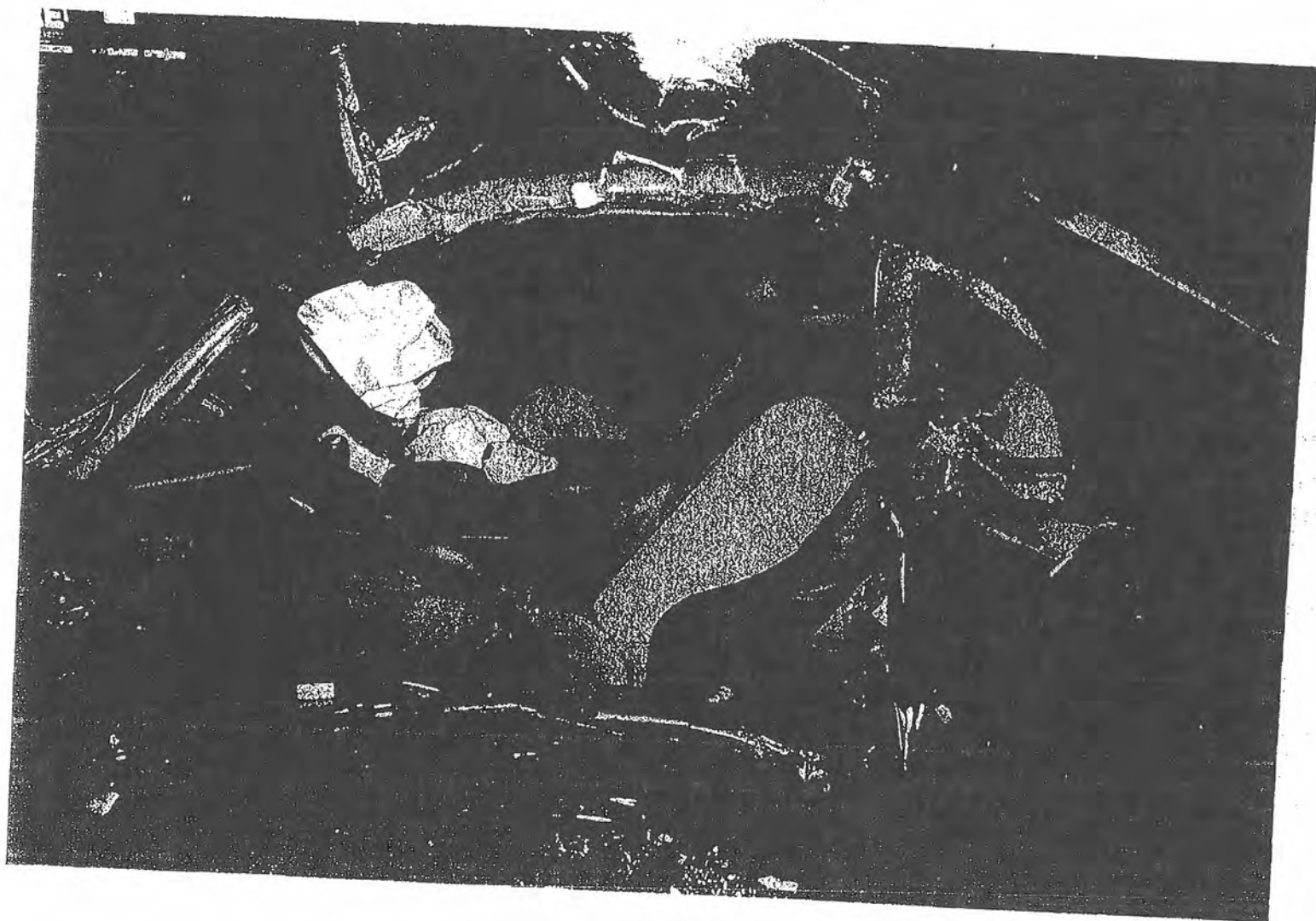
Cavin Sanders (07-20-66) Sanders starts work at 6 PM and said he saw the car several days after it was towed in and never looked at it very closely.

Eric Barnett (07-29-61) Barnett advised that he arrived at 0730 and the car was uncovered on the flatbed and backed up to the garage bay. He stated that he saw the gauges hanging from the car at that time.

With this information it appears as though the theft occurred between 0730 and 0800 hours. Each employee was questioned concerning their seeing anyone by the Mustang but they all advised that they did not see anyone by the car. Although Trenard reported that he covered the Mustang after he towed it in, none of the employees that were interviewed admitted to uncovering the car.

There was no operating video surveillance system in place at the time of the theft. As of this date it has not been determined who stole the gauges. Case is being suspended pending further investigative leads.

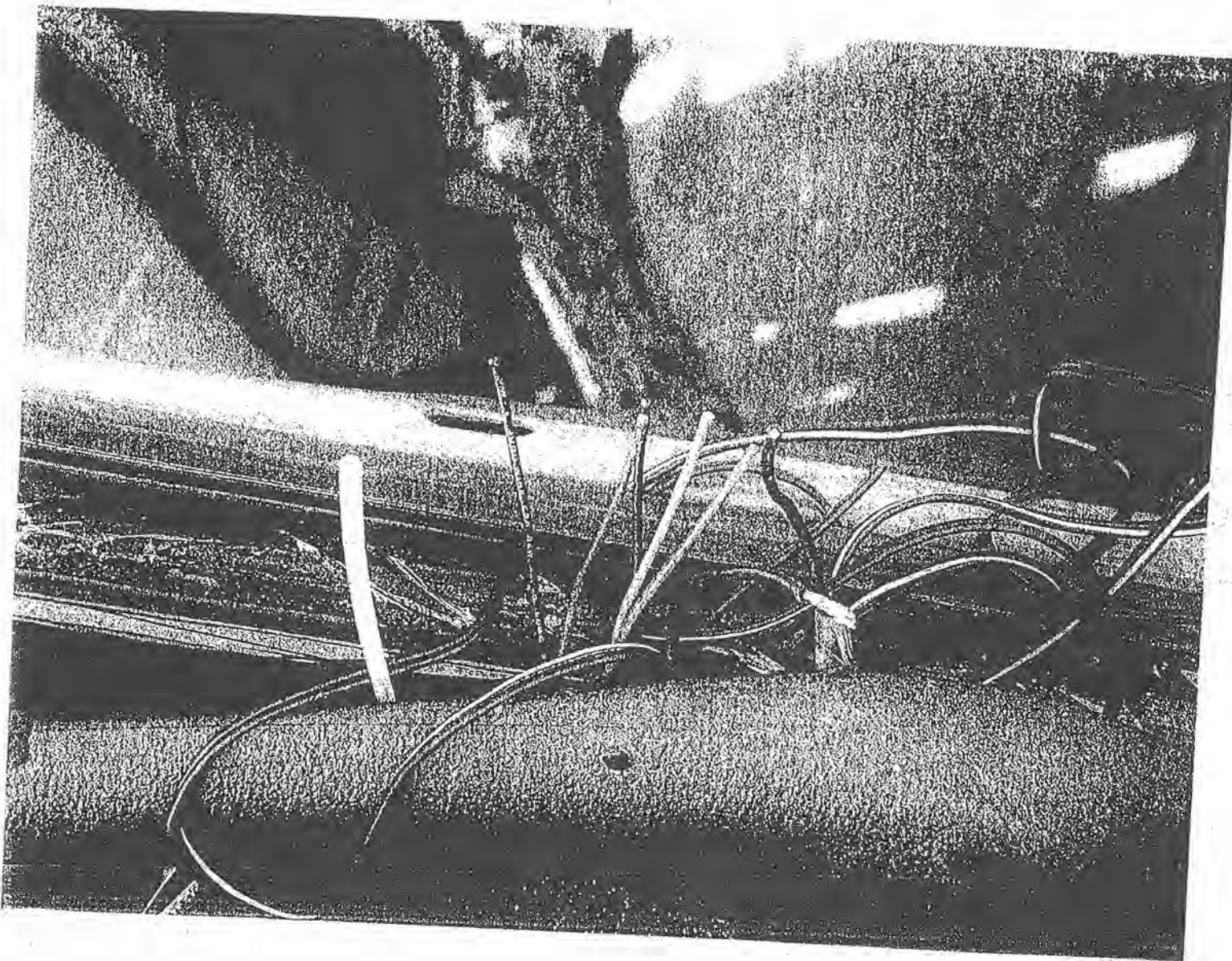
8-400440



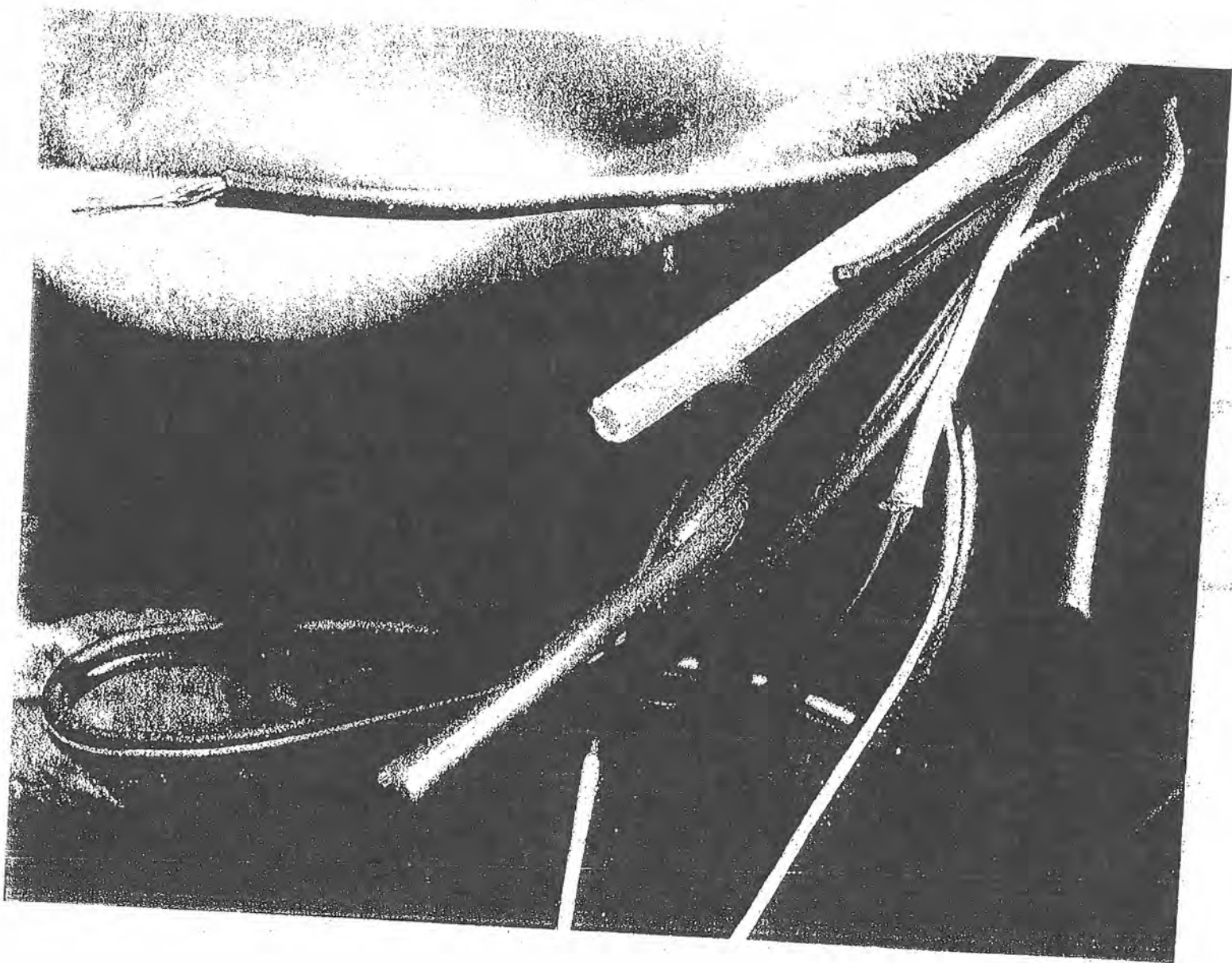
-400440



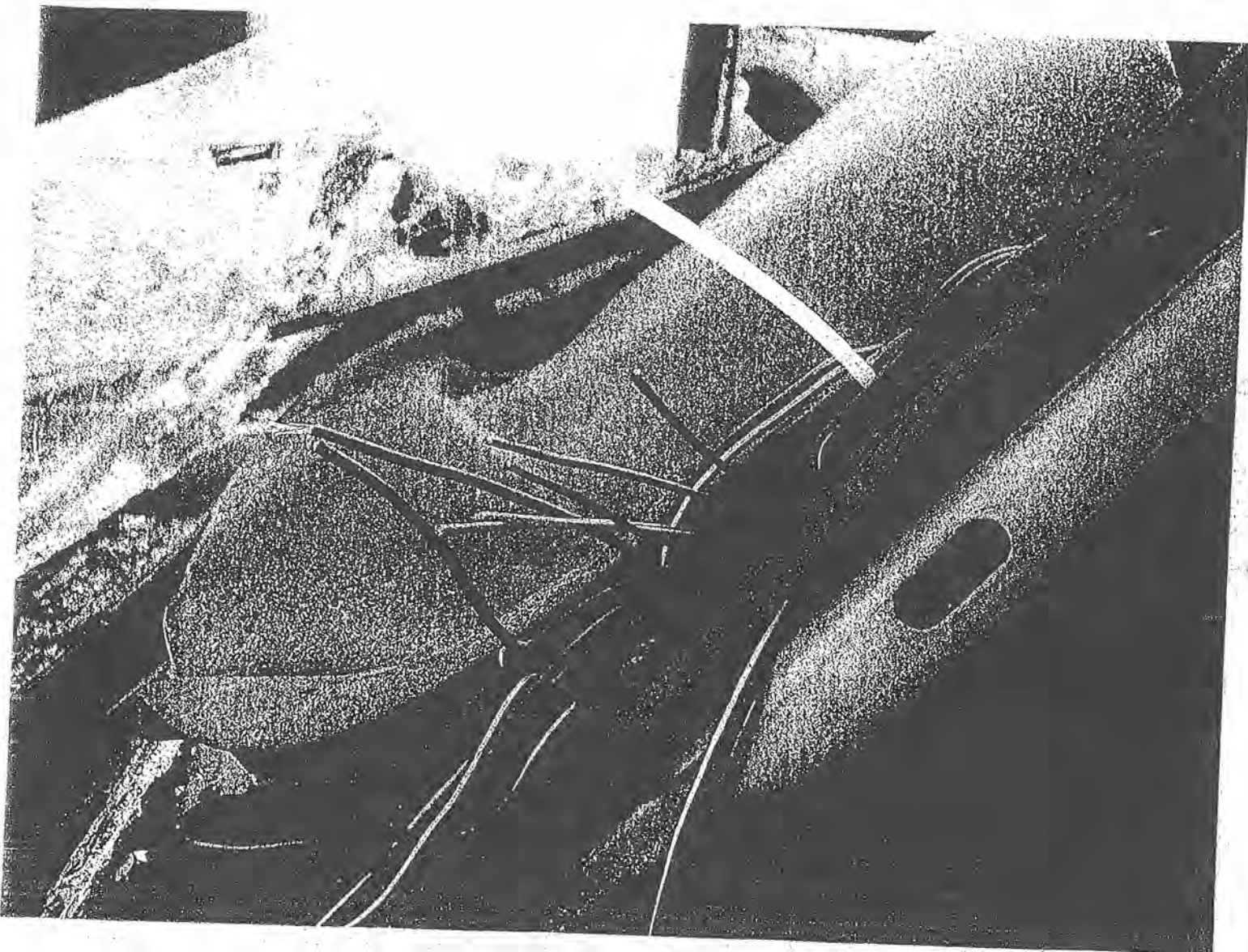
400440



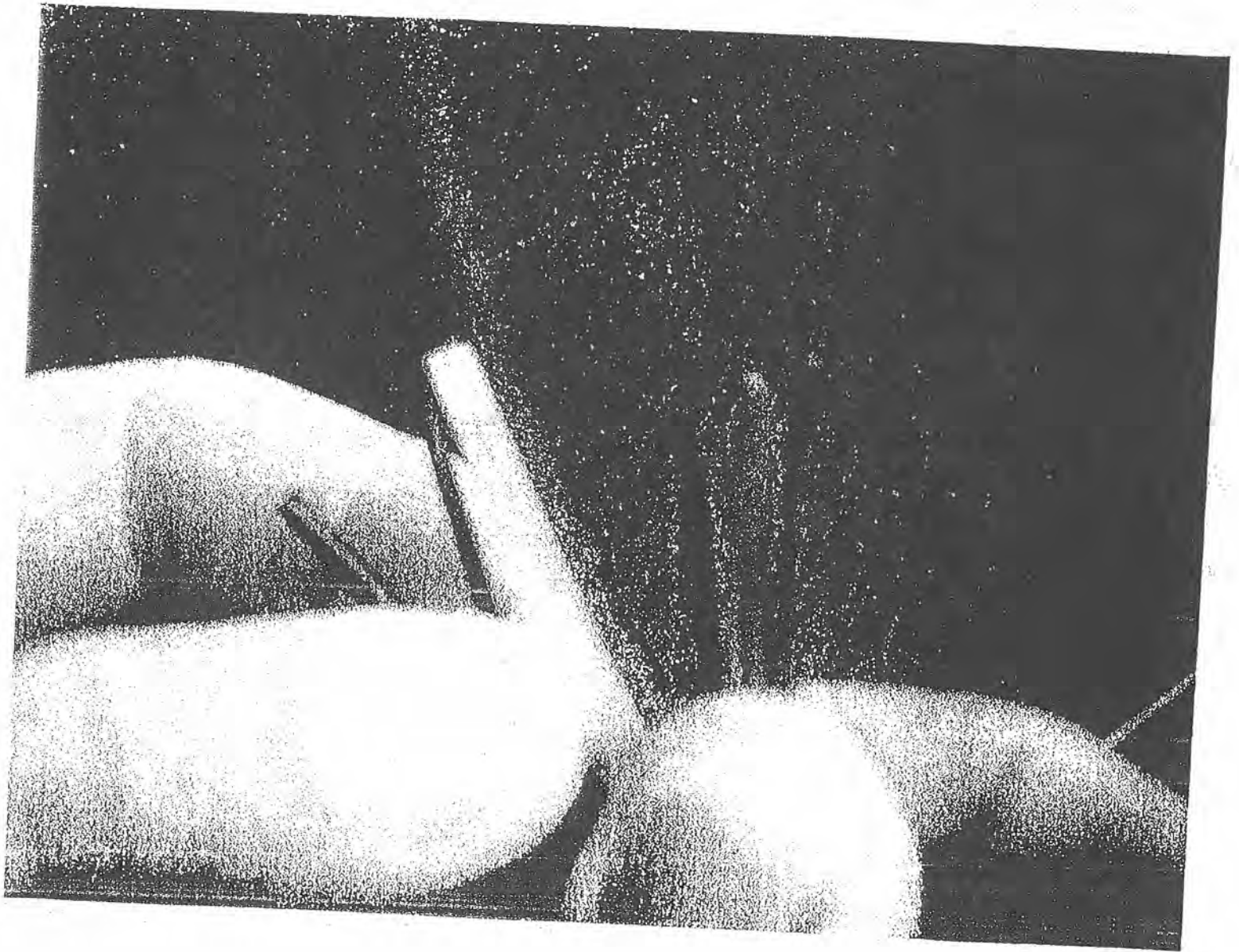
-400940



100440



-400440



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)

Joseph B. Carr

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 27 day of May, 2010, by Joseph B. Carr, who is personally known to me or who has produced C.-6603-V8-524-470 as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Catherine M. Smith
NOTARY PUBLIC



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

JB

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 | |
| HOLD YES <input type="checkbox"/> NO <input type="checkbox"/> REASON FOR HOLD _____ | | | |
| 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 1/4 | | | | |
| L/F DOOR | | | RADIO <input type="checkbox"/> | |
| L/R DOOR | | | | |
| L/R 1/4 | | | TAPE PLAYER <input type="checkbox"/> | |
| REAR END | | | | |
| R/F 1/4 | | | C.B. <input type="checkbox"/> | |
| R/F DOOR | | | | |
| R/R DOOR | | | MAG WHEELS <input type="checkbox"/> | IF VEHICLE STRIPPED, LIST ITEMS MISSING |
| R/R 1/4 | | | | |
| HOOD | | | SPARE TIRE <input type="checkbox"/> | |
| TOP | | | JACK <input type="checkbox"/> | |
| REAR LID | | | KEYS <input type="checkbox"/> | |

ITEMS HELD AS EVIDENCE

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

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 | | |
| DATE & TIME VEHICLE RELEASED | | | DMV | |
| | | | NTO | |

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

Me

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



ATTACHMENT G



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| INSURED | E-MAIL ADDRESS: | |
| | PRODUCER CUSTOMER ID#: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: | | |
| INSURER B: | | |
| INSURER C: | | |
| 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 POLICY 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 PAID CLAIMS.

| TYPE OF INSURANCE | ADDITIONAL INSURER | POLICY NUMBER | POLICY PERIOD | POLICY EXPIRATION | POLICY EXPIRATION | LIMITS |
|---|--------------------|---------------|---------------|-------------------|-------------------|---|
| GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ 1M DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5K PERSONAL & ADV INJURY \$ 1M GENERAL AGGREGATE \$ 1M PRODUCTS - COMP/OP AGG \$ 1M |
| AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 500K BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | | | | | | Note: When applicable, the insured shall provide a copy of authorized certificate or Workers Compensation Exemption |
| | | | | | | WC STATUTORY LIMITS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 300,000 |

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

The City of Margate additional insured for General Liability Only

CERTIFICATE HOLDER

The City of Margate
(Department Name)
5790 Margate Blvd
Margate, Florida 33063

CANCELLATION

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

ACORD 25 (2009/09)

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[Handwritten signature]

ATTACHMENT A
RATE SCHEDULE

1. Class A Tow
 - a. Hookup and first 15 minutes \$ 85.00
 - b. Each additional 30 minutes \$ 85.00
 - c. Mileage outside of City limits \$ 4.00 /mile
 - d. Outside storage (after 6 hours) \$ 24.00 /day
 - e. Inside storage (after 6 hours) \$ 24.00 /day
 - f. Winch and recovery first 15 minutes \$ 85.00
 - g. Each additional 30 minutes \$ 85.00
 - h. Road Service \$ 50.00
2. Class B Tow
 - a. Hookup and first 15 minutes \$ 125.00
 - b. Each additional 30 minutes \$ 85.00
 - c. Mileage outside of City limits \$ 5.00 /mile
 - d. Outside storage (after 6 hours) \$ 40.00 /day
 - e. Inside storage (after 6 hours) \$ 40.00 /day
 - f. Winch and recovery first 15 minutes \$ 95.00
 - g. Each additional 30 minutes \$ 95.00
 - h. Road Service \$ 95.00
3. Class C Tow
 - a. Hookup and first 15 minutes \$ 200.00
 - b. Each additional 30 minutes \$ 100.00
 - c. Mileage outside of City limits \$ 6.00 /mile
 - d. Outside storage (after 6 hours) \$ 75.00 /day
 - e. Inside storage (after 6 hours) \$ 75.00 /day
 - f. Winch and recovery first 15 minutes \$ 100.00
 - g. Each additional 30 minutes \$ 100.00
 - h. Road Service \$ 100.00
4. Miscellaneous Charges
 - a. Administrative Fee \$ 30.00 + postage
 - b. Certified Divers, per diver per hour \$ 150.00 /hour



c. Dollies

\$ 50.00

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.

ALL CHILDREN LOCKED IN VEHICLES ARE NO CHARGE.

A handwritten signature in black ink, appearing to be 'JAC', written over a horizontal line.

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:

\$ 52,000.00

(FIFTY TWO THOUSAND DOLLARS)
Written Sum

to be paid in advance in equal installments on a monthly basis.

Submitted by:

Name (printed) Joesph B. Cammarata Title
President

Company (legal Registered)

J & J Towing, Inc.

Federal Tax ID Number:

59-2674347


Address:

5613 N.W. 8 Street

City/State/Zip:

Margate, Fla. 33063

Telephone No: 954-972-0855 Fax No: 954-972-7383

Signature:  Date: 7/27/10