



City of Doral

RFP No. 2021-13

Towing and Wrecker Services

Addendum No. 1

Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

1. References:

Do references need to be sent in by the client directly to the City of Doral or can they be sent to the bidder and the bidder submits the references as part of the entire package?

- The City will accept both. Please ensure that the surveys are completed in its entirety and signed by the person completing the form.

2. Three references need to be provided using the RFP Reference Survey. In Section 2.2.3 it states that these references must be municipalities. References such as police departments with county of state agencies would not count (example: Miami Dade County, Florida Highway Patrol, etc.) even though they are very similar in scope. Can you please clarify?

- Any government entity can satisfy this requirement.

3. It is stated that it is bidder's responsibility to ensure that references answer the contact. Would bidder be adversely impacted if more than the minimum number of references are provided and not all of them are communicated with?

- The City is seeking a minimum of three (3) references, additional references are accepted.

4. Insurance - Confirming that cybersecurity liability coverage will not be required.

- Correct, please see revised minimum coverage below.

5. Distance of yard from Doral city limits is 10 miles. Is that from city center or from any, or closest, city boundary? Is the distance calculated as "air" miles or driving distance?

- The ten (10) mile distance is calculated by either air or driving distance and from any city boundary.

6. An underwater recovery apparatus is requested. Is there a requirement for an underwater rescue diver? Are there any requirements on the type of apparatus itself?

- For property loss only, a rescue diver would be required to retrieve the vehicle. The type of apparatus required would depend on the type of recovery.

7. For the form Certificate as to Corporate Principal – no payment bond has been requested. Is this an applicable form or should we simply fill out, sign, and leave the blank lines when referring to bond information?

- If the form is not applicable, please write "N/A" or "Not Applicable".

8. OSHA Form – Should no subcontractors be identified at this time, should we leave subcontractor area blank and simply sign/attest the form?

- Please complete and sign to attest. If there are no subs, then the space shall be left blank.



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9. Whenever a corporate seal is requested (we do not have one), can the principal of the bidder simply sign and attest (show title)?
 - Yes.
10. Does the City keep record of how many City owned vehicles are towed per year including heavy duty vehicles?
 - The City has implemented a system to keep records of the amount of police vehicles that are towed.
11. How many impounded vehicles are done historically?
 - Allowing for the pandemic which saw a reduction in calls for service, an average of the number of vehicles towed per year is 579.
12. How many police directed, and owner requested tows did the generated in the 2018, 2019, and 2020. Please identify the tows per year.
 - The number of vehicles towed in each year is represented below.
 - 2018 = 708
 - 2019 = 594
 - 2020 = 436
13. How many companies will be picked to provide towing service to the City of Doral?
 - It is the City's intent to award to a pool of three (3) firms. This is subjected to change based on the number of responses that are received.
14. Are the current companies rendering services to the city charging for city owned vehicles?
 - All Police Vehicles are towed at no charge.
15. Will the companies that will be picked run weekly or bi-weekly or 24-hour basis?
 - 24-hour rotation.
16. If multiple companies are chosen what will the rotation schedule be. one week on, one week off? Every other call? one day on one day off?
 - 24-hour rotation.
17. Does the City of Doral follow Miami Dade County Towing Rates?
 - No.
18. What is the current rate schedule for Doral based on class of vehicle?
 - Please see attached current agreement.
19. Clarification on section 3.5.3 - Spills over 25 gallons is not the responsibility of the awarded firms.
 - No.



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20. In regard to the Evaluation Criteria chart of section 2 item 2.9 of the RFP, the chart states bidders can score 100 points possible however the figures do not add up to the 100 points. The categories add up to 90, and when you include the extra points, it would only add an additional 5 points. Is this an error?
- No.
21. The Proposal Pricing form, as listed on section 5 Forms/Deliverables, was not included in attached RFP is that an oversight or do we provide you with our price sheet?
- Please see attached the Pricing Sheet. Please include any additional cost/rates that are not covered in the Pricing sheet if necessary.
22. In regard to submitting extra information that isn't being asked/required, will the bidder be penalized points for providing that information?
- Firms will not be penalized for submitting additional information that supports their ability to perform the services being required.
23. What would the City of Doral classify as a sliding axle trailer 35 ton i.e. landoll trailer?
- The City would classify a sliding axle trailer of 35 tons as a Class D Tow Truck.
24. How many vehicles have been towed in the City of Doral by year and can it be broken down by vehicle class?
- For the number of vehicles towed please see the answer to question No 12. The City does not keep records for tows according to class
25. Clarification on Page 27 Section 3.9 - F.O.B. Point. Please classify how this relates to services that will be rendered on RFP No. 2021-13 by towing and wrecker services.
- Not Applicable.



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EXHIBIT “A”
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

Limits of Liability

Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate (Per Project)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

Coverage / Endorsements Required

City of Doral included as an additional insured
Primary Insurance Clause Endorsement
Waiver of Subrogation in favor of City

No limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

II. Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including Hired and Non-Owned Autos	
Any One Accident	\$1,000,000

Coverage / Endorsement Required

Employees are covered as insureds
City of Doral included as an additional insured

III. Workers Compensation

Statutory- State of Florida

Include Employers' Liability Limits:

\$100,000 for bodily injury caused by an accident, each accident
\$100,000 for bodily injury caused by disease, each employee
\$500,000 for bodily injury caused by disease, policy limit



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Workers Compensation insurance is required for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted.

Waiver of Subrogation in favor of City.

IV. **Umbrella/Excess Liability (Excess Follow Form)** can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status. Umbrella should include Employer’s Liability.

~~V. Cyber Liability (If Applicable)~~

~~A. Limits of Liability~~

~~Each Occurrence _____ \$1,000,000 _____~~

~~Including Liability for Data Breach, Media Content,
Privacy Liability and Network Security for third parties.~~

~~Retro Date — Prior to commencement of job.~~

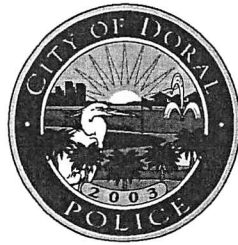
VI. **Garage Keepers Legal Liability**

A. Limits of Liability \$500,000
Comprehensive/ Collision



RFP No. 2021-13 Towing and Wrecker Services Pricing Sheet

<u>Towing Rate for City Owned Vehicles</u>	
<u>Class A & E Vehicles</u>	
Minimum Police Towing Rate	\$
Mileage Rate	\$
Labor Waiting Time After Initial Sixty (60) Minutes	\$
Maximum Police Towing Rate	\$
Mileage Rate	\$
Labor Waiting Time After Initial Sixty (60) Minutes	\$
City Owned Vehicle Towing Rate	\$
<u>Class B Vehicles</u>	
Minimum Police Towing Rate	\$
Mileage Rate	\$
Labor Waiting Time After Initial Sixty (60) Minutes	\$
Maximum Police Towing Rate	\$
Mileage Rate	\$
Labor Waiting Time After Initial Sixty (60) Minutes	\$
City Owned Vehicle Towing Rate	\$
<u>Class C Vehicles</u>	
Minimum Police Towing Rate	\$
Mileage Rate	\$
Labor Waiting Time After Initial Sixty (60) Minutes	\$
Maximum Police Towing Rate	\$
Mileage Rate	\$
Labor Waiting Time After Initial Sixty (60) Minutes	\$
City Owned Vehicle Towing Rate	\$
<u>Class D Vehicles</u>	
Minimum Police Towing Rate	\$
Mileage Rate	\$
Labor Waiting Time After Initial Sixty (60) Minutes	\$
Maximum Police Towing Rate	\$
Mileage Rate	\$
Labor Waiting Time After Initial Sixty (60) Minutes	\$
City Owned Vehicle Towing Rate	\$



OK
S-17-17

MEMORANDUM

To: Donald W. De Lucca
Police Chief

Date: May 17, 2017

Via: Chain-of-Command

Re: Tow Contracts

From: Daniel Borrego
Police Major

The Doral Police Department recently completed Professional Service Agreements with Magic Towing & Recovery Inc, and Alpine/Galactic Towing, Inc. regarding our Request for Qualifications (RFP) #2016-34 for Towing Services which were opened on December 6, 2016. Alpine/Galactic Towing, Inc. and Magic Towing & Recovery, Inc. were recommended by the City's administration and approved by the City Council during the March 8, 2017 Regular Council Meeting to provide the City with tow truck services and storage of towed vehicle.

The contracts prepared by the Police department and executed with both tow companies, contained errors to **Section 3. Compensation, Payment, & Letter of Credit**, 3.4 The City shall be owed, and Provider shall assess and collect, an administrative rate of \$15.00 per tow for the towing of all vehicles Class "A" - "E". Provider shall provide the City, on a monthly basis, with a Tow Log and an Administrative Fee Remittance Report with their payment, substantiating the amount being paid to the City.

The executed/signed contract read "an administrative rate of \$25.00 per ton for the towing of all vehicles..."

This error was due to the spellcheck feature of the word processing program which autocorrects the word tow for ton.

Additionally, noted was that the contracts prepared by the Police department and executed with both tow companies, contained an administrative rate of \$25.00 per tow. The initial RFP indicated an administrative rate of \$15.00.

The contracts prepared by the police department were copied from previously executed tow contracts in 2014 with the similar language and amounts. It should be noted that even though the previous contracts reflected the \$25.00 per tow fee, the police department has always collected \$15.00 per tow.

The police department is submitting the Professional Service Agreements with Magic Towing & Recovery Inc, and Alpine/Galactic Towing, Inc. with the corrected language and amounts for resubmission.

PROFESSIONAL SERVICES AGREEMENT

**THE CITY OF DORAL
AND MAGIC TOWING &
RECOVERY, INC.**

**FOR TOWING AND STORAGE OF TOWED OR IMPOUNDED VEHICLES FOR THE
CITY OF DORAL POLICE DEPARTMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made between **MAGIC TOWING & RECOVERY, INC.**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City"). Provider and the City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City of Doral (the "City") issued Request for Qualifications #2016-34 for Towing Services (the "RFQ"), responses for which were opened on December 6, 2016; and

WHEREAS, following evaluation of submittals, Magic Towing & Recovery, Inc. and Alpine/Galactic Towing, Inc. were recommended by the City's administration and approved by the City Council during the March 8, 2017 Regular Council Meeting; and

WHEREAS, the City Council authorized the City Manager to negotiate with the approved towing companies; and

WHEREAS, Provider has offered to provide the City, and the City desires to receive, tow truck services and storage of towed or impounded vehicles in the City pursuant to the City's RFQ, the terms herein, and all associated addenda and attachment, which are incorporated herein and made a part hereof by this reference; and

WHEREAS, the City and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 It is agreed to by the parties that Provider shall, at the direction of the City, to remove any vehicle(s) which the City designates as being parked illegally or otherwise without authorization on City property and/or public

rights of way, in accordance with this Agreement and the RFQ (the "Services")

- 1.2 Provider shall furnish the Services in accordance with the "Scope of Services," found in Exhibit "A," which is attached to this Agreement and incorporated herein and made a part hereof by this reference.

2. **Term/Commencement Date.**

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for an initial period of three (3) years from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have two (2) one-year optional renewals for a total maximum term of five (5) years. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. **Compensation, Payment, & Letter of Credit**

- 3.1 The Provider shall be compensated in accordance with the rate schedule.
- 3.2 All payments due to Provider shall be made by the corresponding towed, vehicle owner. The City shall have no liability whatsoever for payment to Provider, unless the City has incurred charges associated with a tow of a City-owned vehicle or a request of the City Manager and/or the City Police Department. The City shall pay Provider in accordance with the Florida Prompt Payment Act.
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- 3.4 The City shall be owed, and Provider shall assess and collect, an administrative rate of \$15.00 per tow for the towing of all vehicles Class "A" - "E". Provider shall provide the City, on a monthly basis, with a

Tow Log and an Administrative Fee Remittance Report with their payment, substantiating the amount being paid to the City.

- 3.5 Provider shall pay the City administrative charges on a monthly basis. The method for submitting such payments shall be determined by the City. All payments must be in the form of a cashier's check or money order, payable to the City. Personal or business checks will not be acceptable for payment purposes. Current or future payment plans with the City for payment of overdue monies owed the City will not be accepted or honored.
- 3.6 Payments due the City from Provider shall be payable to the City no later than the 20th day of the month following the month in which fees/charges were incurred. Whenever provider fails to collect or remit to the Finance Department monies owed the City within the time limit therefore, the City shall assess provider the amount of monies due, plus interest at the rate of one percent (1%) per month or any fraction thereof, and a penalty of ten percent (10%) of the monies due on uncollected or unremitted amounts.
- 3.7 All administrative fees for public and private towing shall be paid monthly by the due date to the City of Doral. Payments shall be made each month by cash, cashier's check or money order. No personal or company checks will be accepted. Payments shall be made directly to:

City of Doral Police Department
6100 NW 99th Avenue
Doral, Florida 33178

- 3.8 Provider shall submit to the City, as part of the execution of the Agreement and together with an executed Agreement, an irrevocable letter of Credit ("Letter of Credit") in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), which shall serve to secure Provider's performance under this Agreement. The Letter of Credit must be irrevocable and remain in full force and effect through completion of the term(s) of this Agreement. The Letter of Credit shall be subject to approval by the City Attorney and Risk Management for the City. Provider must provide the City with written verification provided by the issuing financial institution that the Letter of Credit is current and available during each year in which this Agreement is valid. Failure to maintain the Letter of Credit may result in the City terminating this Agreement. Provider agrees and acknowledges that the City May, without demand or notice to Provider, collect from the Letter of Credit all amounts due to the City by Provider and all other amounts required by the City to cure any default of Provider under this Agreement, in the City's sole discretion, including, but not limited to all amounts incurred with the investigation of an act of default and/or efforts to enforce the provisions of

this Agreement, such as, without limitation, attorneys' fees. In the event City draws upon the Letter of Credit, Provider agrees to take all action necessary to cause a new letter of credit to be issued or otherwise restored to the original amount stated within five (5) days of receiving notice from the City that the City has drawn on the Letter of Credit.

3.9 Provider shall remain current in their payment of monies owed to the City while under contract. Upon being notified by the City's Finance Department that Provider is in arrears, at any time during the term of this Agreement, Provider shall have within fifteen (15) days from the date of the notice to pay in full. Provider's failure to pay within the specified terms shall serve as grounds on which the City may terminate this Agreement. The failure of provider to pay may also cause the City to disbar Provider as a vendor and be prevented from participation in future towing agreements with the City.

4. **Sub-consultants.**

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. **Provider's Responsibilities.**

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Providers sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Default & Termination.**

8.1 Breach or failure to observe or comply with any provision of this agreement shall constitute an act for default. Upon being placed on notice by the City, the Provider shall have fifteen (15) days to cure the breach. Failure of Provider to cure such a breach within the allotted time may cause the City to terminate this Agreement as provided herein.

8.2 The City may, by written notice to Provider, terminate this Agreement, if in the judgment of the City Manager, Provider has engaged in any of the following acts of default:

8.2.1 Provider has materially breached any portion of this Agreement;

8.2.2 Provider fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Agreement;

8.2.3 Provider has assigned or delegated its duties or subcontracted any performance of this Agreement without prior written consent by the City;

8.2.4 Provider has become insolvent. Provider shall be deemed insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Provider is insolvent within the meaning of such laws;

8.2.5 There has been a filing of a voluntary or involuntary petition regarding Provider under the Federal Bankruptcy Code;

8.2.6 There has been the appointment of a Receiver or Trustee for the Provider;

8.2.7 There has been an execution by Provider of a general assignment for the benefit of creditors; and/or

8.2.8 Provider fails to obtain or maintain insurance and the ten thousand dollar (\$10,000) Irrevocable Letter of Credit herein required.

- 8.3 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.
- 8.4 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of the act of default, provided that the Provider has first complied with the provisions of this Section 8. All payments, advances, or other compensation paid by the City to the Provider while Provider was in default shall be immediately returned to the City. The Provider shall be liable to the City for all expenses incurred by the City in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the services, including, but not limited to, consequential and incidental damages, if any.
- 8.5 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 8.6 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, they must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.
- 8.7 The Provider agrees that termination of this Agreement under this section shall not release the Provider from any obligation accruing prior to the effective date of termination.

9. **Insurance.**

- 9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "C". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.
- 9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Provider: Magic Towing & Recovery, Inc.
7851 W 22nd Ave
Hialeah, FL 33016

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider

providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Provider.**

20.1 Provider hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Provider in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. **Compliance with Laws.**

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. **Non-collusion.**

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

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

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:



Connie Diaz, City Clerk

CITY OF DORAL


By: . (Eduw)
Edward Rojas, City Manager
Date: 5.24.17

Approved as to Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Weiss Serota Helfman Cole Biennan & Popok, PL
City Attorney

MAGIC TOWING & RECOVERY, INC.


By: 
Its: _____
Date: 05-18-17

Exhibit "A"

Scope of Services

Provider must adhere to the following specific performance procedures and standards:

Performance Standards

1. Provider must maintain personnel to operating towing equipment and storage facilities twenty-four (24) hours a day, seven (7) days week, and respond to calls for service from the City;
2. Provider's storage yard must be located within a ten (10) mile radius of the City. Provider shall sufficient personnel to staff its storage facility Monday through Saturday, from 8 am to 6:00 pm for the purpose of releasing vehicles to owners
3. Provider must maintain at least: Two (2) Class "A" Wreckers; Two (2) Class "A" Slide Back Car Carriers; One (1) Class "B" Wrecker; One (1) Class "B" Slide Back Car Carrier; Two (2) Class "C" Wreckers (One (1) unit to be "Under Reach Equipped); One (1) 48' Hydraulic Rollback Trailer; and One (1) Tri-Axle Boat Trailer able to handle up to a 30' boat. All Towing Vehicles must have the following supplies: Oil Dry, Reflectors, Push Broom, Square Shovel, Flares, Bolt Cutters, Crow Bar, Flash Light, Chains, Way Lug Wrench, Jumper Cables, Trash Container, C02 Dry Chemical Fire Extinguisher, First Aid Kit and Cones;
4. Tow trucks must proceed to the scene immediately after Provider receives the correct address from the person making the request by telephone or radio. Thirty (30) minutes is the maximum allowable response time, however, considerations may be given to traffic conditions that could result in delays. Should Provider anticipate a delay in its response that would last longer than thirty (30) minutes due to traffic conditions or any other reason, Provider shall advise the source of the request of the estimated time of arrival. If provider responds to a scene or a request for towing services and service is no longer needed, Provider shall notify the appropriate point of contact within the Police Department within an hour of such cancellation. If cancellation is not reported, then Provider shall be responsible for any administrative charges related to same.
5. Repeated and unjustified failure of Provider to respond within thirty (30) minutes from receipt of a request may be deemed a demonstrated unwillingness and/or inability to provide the Services as required herein and may be ground for default and termination of this Agreement.
6. Provider shall notify the City's Police Department when it is not available to service a request.
7. All personnel operating tow trucks and otherwise providing service for the City shall be qualified and experienced in safely entering the location where the tow has been requested,

handling equipment therein, and exiting the location. Each employee shall have in his possession an identification card from Provider, which shall be on file with the City's Police Department. All tow truck operators shall have a current valid Florida Commercial Driver's Licenses, according to the type of vehicle they are operating in accordance with Florida law.

8. Tow truck operators shall comply with all applicable state, county, city regulations and ordinances, and written directives issued by the City Manager or Chief of Police at all time.
9. Tow truck operators shall impound any vehicle or item at the request of the City's Police Department. The tow truck operator shall abide by the decision of the police officer at the scene.
10. Tow trucks shall not use rotating beacons when proceeding to a call unless authorized by the police dispatcher.
11. Rotating beacons shall be used at the scene, and when towing vehicles from the scene only if the towed vehicle represents a hazardous condition. Sirens on wreckers are prohibited.
12. Provider shall not remove any vehicles involved in accidents prior to the arrival of a police unit and only with the permission of the assigned police unit.
13. Tow truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic accident to which said operator is responding. This debris shall be placed in a suitable container and removed by the tow truck operators and shall not, in any case, be left at curbside. Tow truck operators shall be directed in this task by the police unit assigned to the call.
14. Provider shall use equipment of a type that shall not damage City vehicles towed and whenever possible shall be towed on a flat bed.
15. Provider shall assume all responsibility for damage done to a vehicle towed, or to be towed, during the performance of the Services and while vehicles are stored at the agency's place of business in accordance with Chapter 713, Florida Statutes.
16. Provider shall not make, or attempt to make, any repairs to any towed vehicle without the express consent of the owner of the vehicle.
17. Provider's file shall contain a list of all vehicles in its impound, copies of all itemized bills, copies of notices sent to vehicle owners and proof of mailing as required by law and this Agreements, records of payments by customers, records of payments to the City, and Driver's License Motor Vehicle reports on all tow truck operators. This file must be kept current and available for inspection by the City throughout the term of this Agreement and as otherwise required herein and by State of Florida public records laws.
18. Provider shall remain equipped and comply with all the requirements set forth in this RFQ throughout the entire term of this Agreement.

19. Provider's office and storage area must remain at the location indicated in Provider's statement of qualifications and confirmed at time of award, unless specific notice regarding relocation of Provider's office and/or storage area is received by the City no less than Thirty (30) days prior to such relocation(s).
20. The City's Police Department shall be advised of any vehicles with hold orders that are stored at Provider's storage/impound lot within seventy-two (72) hours of the tow. Failure to make such a notification shall make void any storage fees that may be charged to the owner of the vehicle for time beyond three (3) days.
21. Provider shall conduct its business in an orderly, ethical, and businesslike manner, and shall use every means to obtain and keep the confidence of the motoring public. Personnel shall conduct themselves in a courteous and businesslike manner, so as not to bring any undue criticism to City. Provider shall be responsible for ensuring that all of the operational personnel shall be of previous and continuous good moral character. Provider operators shall neither solicit nor induce drivers or owners to patronize particular garages or mechanics. The rebate or payment of money or any other valuable consideration to Towing Agency personnel from a garage or mechanic is prohibited. Giving gratuities to any employee of the City is prohibited and any violation hereof by Towing Agency shall, constitute grounds for the summary and immediate revocation of this Agreement.

Cancellation of Service Call

City reserves the right to cancel a service request to Provider at any time up to the time of hook-up without charge. Such cancellation shall be made by the same source that generates the request, as listed in Section II of this Agreement. Cancellation may also be authorized at the tow location by the responding police officer.

In the event that a particular hook-up has taken place and it is necessary to drop the vehicle prior to commencing a tow, Provider shall have the right to charge for the service in an amount not to exceed one-half the regular tow rate, according to the class of tow.

Tow Location

Provider storage areas must display identifying signs clearly visible from the street, in conformance with zoning regulations, to enable its easy location.

During normal business hours, the owner of a stored vehicle or designated representative shall be allowed to view his/her corresponding vehicle after providing proper documentation of ownership or representation. Vehicle owners must be allowed to inspect their vehicles and remove their personal possessions not attached to vehicle and without the requirement of a waiver for payment as a condition of releasing vehicles. Any other requests shall be left to Provider's discretion. Provider shall not charge any storage and/or administrative fee for an owner or designee to recover items from stored vehicle.

Impounded vehicles shall only be released if a citizen provides "Proper Documents" necessary for the release of a vehicle. "Proper Documents" are defined as proper photo identification of the individual (driver's license preferred) and registration or title for the vehicle. If the individual is not the owner, a notarized letter from the owner authorizing vehicle release must be submitted making that individual the designee.

Provider must provide security for impounded vehicles and assume responsibility for any articles of value left in the vehicle and listed on the Vehicle Storage Receipt or Towing Report. Provider agrees to replace any such article(s) or stolen parts from the vehicle or compensate the vehicle owner upon verification of the loss by the designated investigative officer of the Doral Police Department.

Upon arrival of a vehicle at the storage facility, the storage facility personnel shall verify the inventory of contents of the vehicle as listed on the Vehicle Storage Receipt and/or Towing Report. Discrepancies shall be reported immediately to the Doral Police Department.

At the City's sole discretion, Provider may be directed to tow a vehicle to a City facility. Provider may also be required to move a vehicle from one City facility to another, upon direction of a designated City employee. Each such move shall be charged to the responsible City department, in accordance with the rates set forth in the Agreement.

Inspection of Facilities and/or Equipment

The City of Doral Police Department shall have the right to inspect facilities and/or equipment at any time during the term of this Agreement as deemed appropriate by the City.

Special Event Towing

Provider may be contacted to provide tow service during special events that occur in the City. To the extent that a special event in the City requires a tow truck driver and his/her its equipment to remain on or near the site of the special event during the pendency of the event, Provider shall be entitled to payment for the number of standby time, which shall be paid in accordance with the enclosed rate schedule. Provider shall not charge and shall not be paid for both standby and regular working rates.

Exhibit "B"

Pay Rates

The rates shall remain firm and fixed for the term of the Contract, including any option or extension periods, unless changed by the City (i.e., approval by City Board of Commissioners, as applicable).

A. Towing Rate for Vehicles Not Owned by City:

The rates for private property towing shall be as specified in the current Miami Dade County Maximum Non-Consent Towing Rates, as may be amended from time to time, which are incorporated herein and made a part hereof by this reference. Additionally, the following conditions are placed on private property towing:

1. To City Storage Facility. Mileage fees shall not be charged for towing a vehicle to a designated City Storage Facility.
2. To Storage Facility Outside City Limits. Should the vehicle owner elect to tow the vehicle to a storage facility that is (1) not owned by the City, and (2) outside the City limits, the owner will be charged a class mileage rate from the point of pickup. The first three miles of tow shall be at no charge.

B. Towing Rate for City Owned Vehicles:

Class-A & E Vehicles.

Maximum Police Towing Rate	NO CHARGE
Mileage Rate	\$7.69
Labor Waiting Time After Initial Sixty (60) Minutes	\$77.69
Maximum Police Towing Rate	\$77.69
Mileage Rate	\$4.05
Labor Waiting Time After Initial Sixty (60) Minutes	\$77.69
City Owned Vehicle Towing Rate	NO CHARGE

Class-B Vehicle.

Maximum Police Towing Rate	\$95.00
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Mileage Rate	\$4.98
Labor Waiting Time After Initial Sixty (60) Minutes	\$95.00
Maximum Police Towing Rate	\$115.00
Mileage Rate	\$6.03
Labor Waiting Time After Initial Sixty (60) Minutes	\$115.00
City Owned Vehicle Towing Rate	\$40.00

Class-C Vehicle.

Maximum Police Towing Rate	\$115.00
Mileage Rate	\$6.03
Labor Waiting Time After Initial Sixty (60) Minutes	\$115.00
Maximum Police to\ ng Rate	\$135.00
Mileage Rate	\$7.08
Labor Waiting Time After Initial Sixty (60) Minutes	\$135.00
City Owned Vehicle Towing Rate	\$75.00

Class-D Vehicle.

Maximum Police Towing Rate	\$195.00
Mileage Rate	\$10.00
Labor Waiting Time After Initial Sixty (60) Minutes	\$195.00
Maximum Police Towing Rate	\$215.00
Mileage Rate	\$11.28
Labor Waiting Time After Initial Sixty (60) Minutes	\$215.00
City Owned Vehicle Towing Rate	\$150.00

Exhibit "C"

Insurance

Provider shall maintain in force at all times during this Agreement insurance with the coverage and/or in the amounts provided below:

(1) Commercial General Liability

Limits of Liability

Bodily Injury and Property Damage Liability Each Occurrence	\$500,000
General Aggregate Limit	\$1,000,000
Products/Completed Operations	\$500,000
Personal and Advertising Injury	\$500,000

Endorsements Required

City of Doral included as an Additional Insured
Employees included as insured
Independent Contractors Coverage
Contractual Liability Waiver of Subrogation Premises/Operations
Broad Form Property Damage

(2) Business Automobile Liability

Limits of Liability

Bodily Injury and Property Damage Liability Combined Single Limit, Any Auto Including Hired, Borrowed or Non-- Owned Autos Any One Accident	\$500,000
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Endorsements Required

City of Doral included as an Additional Insured

(3) Worker's Compensation

Limits of Liability Statutory-State of Florida Waiver of subrogation

(4) Employer's Liability

A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident.

\$100,000 for bodily injury caused by disease, each employee

\$500,000 for bodily injury caused by disease, policy limit

(5) Garage Liability including Keepers Legal Liability

A. Limits of Liability \$ 500,000

B. Deductibles

Comprehensive Each Auto \$1,000/\$2,500 Max

Collision or Upset Each Auto \$1,000/\$5,000 Max

RESOLUTION No. 17-44

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE RANKINGS OF RESPONDENTS TO REQUEST FOR QUALIFICATIONS #2016-34, "TOWING SERVICES"; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AGREEMENTS WITH THE TOP TWO RANKED FIRMS, ALPINE/GALACTIC TOWING AND MAGIC TOWING, FOR THE PROVISION OF TOWING SERVICES FOR A PERIOD OF THREE (3) YEARS WITH TWO (2) ONE (1) YEAR RENEWALS, FOR A TOTAL OF FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM(S) SUCCESSIVELY IF AN AGREEMENT CANNOT BE ENTERED WITH EITHER OF THE TOP RANKED FIRMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on April 15, 2014, the City of Doral (the "City") issued Request For Qualifications #2014-15, "Towing Services" for the purpose of procuring vendors to provide City-initiated towing services, and the City Council approved the selection of Magic Towing & Recovery, Inc. and Downtown Towing Company during the August 14, 2014 Council Meeting; and

WHEREAS, the City administration, on the recommendation of the City's Police Department, determined that it would be prudent for the City to test the towing services' market with a new solicitation; and

WHEREAS, October 31, 2016, the City issued Request for Qualifications #2016-34, "Towing Services," for the purpose of soliciting interest parties to provide towing services for the City on a rotational basis, with seven (7) submittals received and opened on December 6, 2016, all of which met the required criteria; and

WHEREAS, the selection committee held a public meeting on January 18, 2017 and ranked the respondents on a Three Hundred (300) Point System, inclusive of additional

points based on locality and minority status, as follows:

1. Alpine/Galactic Towing	305.5 Points
2. Magic Towing	301.5 Points
3. Downtown Towing	270.5 Points
4. American Towing	270.0 Points
5. Kings Towing	264.5 Points
6. Midtown Towing	263.5 Points
7. Sunshine Towing	260.5 Points

WHEREAS, staff has recommended that the City Council approve the foregoing rankings and authorize the City Manager to enter into an agreement with Alpine/Galactic Towing and Magic Towing as the two (2) top ranked firms to provide Towing Services on a rotational basis to the City and to allow the City Manager to negotiate with the next highest ranked firm successively if an agreement cannot be negotiated, with the agreement set to be for a period of three (3) years with the option for two (2) additional one (1) year renewal periods for a total of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Rankings. The following rankings of respondents in response to the RFQ are hereby approved:

1. Alpine/Galactic Towing	305.5 Points
2. Magic Towing	301.5 Points
3. Downtown Towing	270.5 Points
4. American Towing	270.0 Points
5. Kings Towing	264.5 Points
6. Midtown Towing	263.5 Points
7. Sunshine Towing	260.5 Points

This approval does not create or confer any rights to Alpine/Galactic Towing and Magic Towing or any of the other ranked firms.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to negotiate and enter into an agreement with Alpine/Galactic Towing and Magic Towing, the two (2) top ranked firms, for the provision of towing services for the City on a rotational, for an initial period of three (3) years with the option for two (2) additional one (1) year renewals, for a total of five (5) year period. The City Manager is further authorized to negotiate and enter into an agreement with the next highest ranked firm successively, if an agreement cannot be entered into with a higher ranked firm.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Cabrera who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Absent/Excused
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 8 day of March, 2017.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE & BIERMAN, P.L.
CITY ATTORNEY