



ADDENDUM #1 TO CONTRACT DOCUMENTS

**REQUEST FOR PROPOSALS
TOWING SERVICES
RFP #19-07-381**

****This Addendum MUST be acknowledged via the “Addendum Acknowledgement Form” in RFP****

Addendum Date: August 6, 2019

TO ALL PROSPECTIVE BIDDERS:

Bidders, for the above referenced project, shall take note of the following revisions, additions, deletions, clarifications, etc. relative to the RFP, which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

Responses to Questions

J&J Towing	
QUESTION(S)	RESPONSE(S)
We are looking to see the current contract for this bid. The current contract with Westway.	Attached is the current contract.

All other documents, specifications, drawings, terms and conditions remain the same.

END OF DOCUMENT

RESOLUTION NO. 16-09-6321

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ADOPTING THE ATTACHED RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO AN EXTENDED AGREEMENT WITH WESTWAY TOWING, INC. BASED UPON THE TERMS AND CONDITIONS AS OUTLINED IN BID #13-09-5992 AND ACCEPTING THE PROPOSED RATE STRUCTURE AND FRANCHISE FEE AS LISTED IN ATTACHEMENT A; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA

Section 1. That the City Commission of the City of North Lauderdale, Florida, adopts this resolution authorizing the City Manager or her designee to enter into an extended agreement with Westway Towing Inc., based upon the terms and conditions as outlined in the current agreement pursuant to Bid #13-09-5992.

Section 2. That this agreement allows for the new rate Structure and the new franchise fee as listed in attachment A.

Section 3. That this agreement shall end and term out on September 30th 2019.

Section 4. That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the CITY Commission of the City of North Lauderdale, Florida, this 28th day of September, 2016.

APPROVED AS TO FORM:

Samuel Goren, 9/28/16
CITY ATTORNEY SAMUEL GOREN

Jack Brady
MAYOR JACK BRADY

David G. Hilton
VICE MAYOR DAVID G. HILTON

ATTEST:
Patricia Vancheri
CITY CLERK PATRICIA VANCHERI



ATTACHMENT A

**CITY OF NORTH LAUDERDALE
PROPOSED RATE CHANGE
WESTWAY TOWING INC**

	CURRENT AGREEMENT	PROPOSED	CHANGE
FRANCHISE FEE	\$27,000	\$35,000	30%
CLASS A TOW	\$75.00	\$100.00	33%
CLASS A RECOVERY (HR)	\$50.00	\$62.50	25%
CLASS A STORAGE (DAY)	\$22.00	\$24.00	9%
CLASS B TOW	\$75.00	\$93.75	25%
CLASS B RECOVERY (HR)	\$75.00	\$93.75	25%
CLASS B STORAGE (DAY)	\$25.00	\$31.25	25%
CLASS C TOW	\$50.00	\$62.50	25%
CLASS C RECOVERY (HR)	\$125.00	\$156.25	25%
CLASS C STORAGE (DAY)	\$40.00	\$50.00	25%
ADMIN (PLUS FEE)	\$33.00	\$33.00	0%
PLASTIC (WINDOW)	\$15.00	\$15.00	0%

ATTIONAL SERVICES/FEEES

GSR-GET SALVAGE READY	ADDITIONAL LABOR TO LOAD WRECKED VEHICLE ONTO CUSTOMER TOW TRUCK TO REMOVE FROM OUR YARD
LETTER FEE	PER F.S.S 720.04 THIS ADDITIONAL ADMIN FEE IS REQUIRED FOR POSTAGE FOR NOTIFICATION TO CONSUMER
LABOR	ADDITIONAL WORK LOAD PERFORMED BY DRIVER/OR DRIVERS TO HANDLE COMPLEX SCENE (HEAVY CLEANUP, SPILL, WAITING TIME)
OD/HWD-OIL DRY/HAZMAT	\$45.00 INCLUDES 1 BAG OF OIL DRY AND DISPOSAL FEE PER STATE DEP RULES AND REGULATIONS (EACH ADDITIOAL BAG IS \$15.00)

**CITY OF NORTH LAUDERDALE
PUBLIC WORKS/UTILITIES DEPARTMENT**

TO: Mayor and City Commission
FROM: Ambreen Bhatti, City Manager
BY: George Krawczyk, Public Works/Utilities Director
DATE: September 28, 2016
SUBJECT: Contract Renewal for Westway Towing Services, LLC

As you may be aware, the City has a franchise agreement with Westway towing for the Vehicle Towing Services since September 12, 2013. This agreement will be expiring on September 30th 2016. During the Strategic workshop held with the Commission in April of this year, the staff was directed to negotiate a renewal of this agreement with Westway.

As a result of numerous discussions with the vendor and pursuant to the current Franchise Towing Agreement per Bid #13-06-342, staff was able to agree to an additional three year renewal until September 30, 2019.

Westway has offered to raise the annual franchise fee to \$35,000 from the original \$27,000 with the acceptance of raising the most called out Class A tow up 33% and raising the other various categories by an average of 25%. Please see the attached rate structure for further details.

RECOMMENDATION:

The City Administration recommends that the City Commission adopt the attached resolution authorizing the City Manager to enter into an extended agreement with Westway Towing, Inc. based upon the terms and conditions as outlined in the Resolution #13-09-5992 and accepting the proposed rate structure as listed in Attachment A.

AGREEMENT

This AGREEMENT, made this 2nd day of October, 2013, by and between the City of North Lauderdale, acting herein through its City Manager, hereinafter called "OWNER" and WESTWAY TOWING, INC., doing business as a Towing Contractor located in the City of LAUDERDALE LACS County of Broward, and the State of Florida, hereinafter called "CONTRACTOR".

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for, and in consideration of, the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the work described as follows: Supply towing and wrecker services to the City as stated in the specifications for this bid. All of the terms, conditions, and provisions of the **Request for Bid # 13-06-342** are incorporated herein by reference and made a specific part hereof.

ARTICLE II

In accordance with the Request for Bids the Contractor shall furnish at his own expense all labor, vehicles, materials, tools and equipment needed to perform the services required by this Agreement and the Request for Proposals.

The CONTRACTOR further agrees that the "prices as quoted in the Request for Bids shall remain constant for the duration of this Agreement.

ARTICLE III

The term of this Agreement shall be from time of executed contract 3 years hence.

ARTICLE IV

If it is determined that it is in the best interest of either party of the Agreement to terminate this Agreement prior to the expiration date, for any cause, a thirty (30) calendar day written notice shall be given by the party wishing to terminate this Agreement.

ARTICLE V

Contractor agrees to indemnify and save Owner its public officials, agents, servants and employees harmless from and against any and all claims arising out of or in any way connected with the willful misconduct or negligence of the contractor, or its employees and to carry at its own expense policies of insurance described in **Bid # 13-06-342** to protect the Owner and its interests from such actions of the contractor or sub-contractors. Contractor further agrees to reimburse Owner for any and all court costs and other expenses, including reasonable attorney's fees incurred by owner in defending any action, at both the trial and appellate levels, including paralegal expenses associated therewith, brought against Owner for injury or damage claimed to have been suffered as a result of or in any way connected with contractor's willful misconduct or negligence or that of its employees.

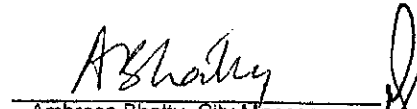


AGREEMENT:

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the Year and Day first mentioned above.

ATTEST:

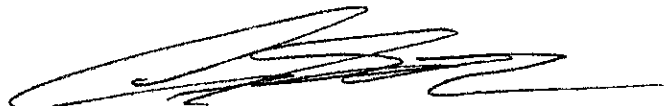

Patricia Vaughan, CMC


Ambreen Bhatti, City Manager

(SEAL)

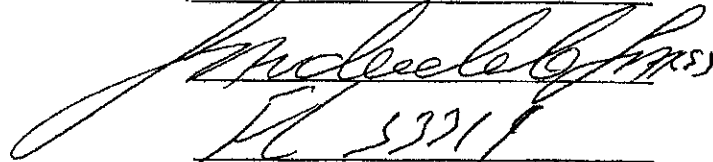

WITNESS


WITNESS


CONTRACTOR

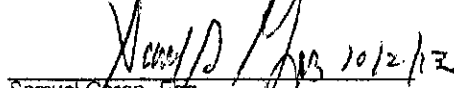
ADDRESS:

3581 W 35th St


St. 53218

954-731-1115
PHONE NUMBER

APPROVED AS TO FORM:


Samuel Goren, Esq.
City Attorney



PUBLIC ENTITY CRIMES

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989 require that no public entity shall enter into a contract, award of bid, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Department on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuing of a Purchasing Order.

Bid #13-06-342

Sworn Statement under Section 287.133(3) (a), Florida Statutes, on Public Entity Crimes

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

1. This sworn statement is submitted with Bid, Proposal, or Contact # 13-06-342 for TOWING SERVICES

2. This sworn statement is submitted by WESTWAY TOWING, INC. whose business address is 3681 WEST OAKLAND PARK BLVD, LAUDERDALE LAKES, FLORIDA 33311.

and (if applicable) it's Federal Employer Identification No. (FEIN) is 65-0160421 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

3. My name is CRAIG GOLDSTEIN and my relationship to the entity named above is PRESIDENT, V.P. TREASURY OF WESTWAY TOWING.

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

5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a). Florida Statutes, means:
- A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
- ✓
BB. Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

- ___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)
- ___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)
- ___ The person of affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)
- ___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Ray Golden
 Signature
 DATE: 8-12-13

State of FLORIDA
 County of BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
CRIG GOLDSTEIN, who after first being sworn by me, affixed
 his/her signature in the space provided above on this 12 day of
August, 2013.

My Commission Expires: 3/26/17

[Signature]
 Notary Public



NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)

County of BROWARD) ss.

CRAIG GOLDSTEIN being first duly sworn deposes and says that:

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

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

BY: [Signature]
CRAIG GOLDSTEIN
(Printed Name)
PRESIDENT
(Title)

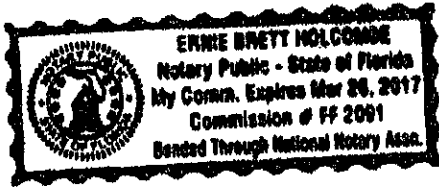
ACKNOWLEDGMENT

State of Florida
County of Broward

On this the 12 day of August, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared CRAIG GOLDSTEIN and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal

NOTARY PUBLIC
SEAL OF OFFICE:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
ERNE BRETT HOLCOMBE

(Name of Notary Public: Print Stamp, or type as Commissioned)
 Personally known to me, or
 Produced identification:

(Type of identification)
 DID take oath, or DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____
Number of Signatures Notarized _____

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this

12 day of AUGUST, 2013.

WESTWAY TOWING, Inc
Printed Name of Corporation

FLORIDA
Printed State of Incorporation

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

CAROL GOLDSTEIN
Printed Name of President or
other authorized officer

3681 WEST OAKLAND PARK Blvd
Address of Corporation

LAUDERDALE LAKES, FL. 33311

954-731-1115
City/State/Zip

Business Phone Number

(CORPORATE SEAL)

ATTEST:

By _____
Secretary

State of Florida
County of BROWARD

On this the 12 day of August, 2013, before me, the
undersigned Notary Public of the State of Florida, personally appeared

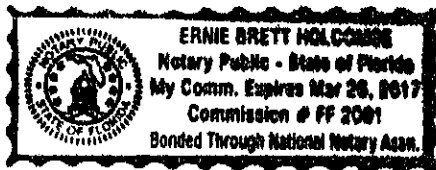
CAROL GOLDSTEIN and whose name(s) is/are
(Name(s) of individual(s) who appeared before notary)

Subscribed to the within instrument, and he/she/they acknowledge that he/she/they
executed it.

Witness my hand and official seal

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



Ernie Brett Holcombe
(Name of Notary Public: Print Stamp, or type
As Commissioned)

Personally known to me, or
 Produced identification:

(Type of identification)

DID take oath, or DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____ Number of Signatures _____ Notarized _____

PROPOSAL

The undersigned Bidder hereby proposes to furnish all labor, materials, equipment, tools and service necessary to perform all work under the bidding schedule and specifications for:

**TOWING AND WRECKER SERVICE
BID # 13-06-342**

Item I

The Contractor shall pay the City the franchise fee in the sum of \$ 27,000 annually for the privilege of engaging in this Agreement with the City.

Item II

SERVICE	UNIT PRICE
1) Class "A" tow truck (per call)	\$ <u>75.00</u> /per call
Recovery work (per hour)	\$ <u>50.00</u> /per hour
Storage (outdoor)	\$ <u>22.00</u> /per day
Storage (indoor)	\$ <u>22.00</u> /per day
2) Class "B" tow truck (per call)	\$ <u>75.00</u> /per call
Recovery work (per hour)	\$ <u>75.00</u> /per hour
Storage	\$ <u>25.00</u> /per day
3) Class "C" tow truck (per call)	\$ <u>50.00</u> /per call
Recovery work (per hour)	\$ <u>125.00</u> /per hour
Storage (outdoor)	\$ <u>40.00</u> /per day
4) Administration after 24 hours	<u>33.00 PER DAY + COSTS</u>

Bidders Name: WESTWAY TOWING, INC
Address: 3681 WEST OAKLAND PARK BLVD
LAUDERDALE LAKES, FL. 33311
954-731-1115

Telephone # :

BY:

(Print)

CRAIG GOLDSTEIN

(Signature)

[Handwritten Signature]

State of FLORIDA

County of BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
CRIS COLSON, who after first being sworn by me, affixed his/her
signature in the space provided on this 12 day of AUGUST,
2013.

[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires: 3/26/17



RESOLUTION NO. 13-09-5992

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA, ADOPTING THE ATTACHED RESOLUTION AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO ENTER INTO AN AGREEMENT WITH WESTWAY TOWING, INC. BASED UPON THE TERMS AND CONDITIONS AS OUTLINED IN THE RFP # 13-06-342 SUBMITTED BY WESTWAY TOWING, INC; AND PROVIDING AN EFFECTIVE DATE.

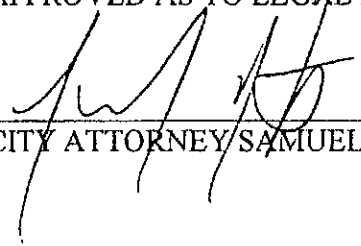
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH LAUDERDALE, FLORIDA:


Section 1: That the City Commission of the City of North Lauderdale, Florida, adopts this resolution authorizing the City Manager or her designee to enter into an agreement with Westway Towing Inc., based upon the terms and conditions as outlined in the RFP #13-06-342 submitted by Westway Towing, Inc.

Section 2: That this Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED by the City Commission of the City of North Lauderdale, Florida, this 12th day of September, 2013.

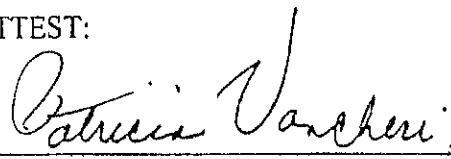
APPROVED AS TO LEGAL FORM:


CITY ATTORNEY SAMUEL S. GOREN


MAYOR JACK BRADY


VICE MAYOR RICH MOYLE

ATTEST:


PATRICIA VANCHERI, CITY CLERK

