

RESOLUTION NO. 16-063

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING A TWO-YEAR EXTENSION OF THE CONTRACT BETWEEN THE CITY AND ARNOLD'S TOWING & MARINE REPAIR, INC., FOR TOWING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 14-066 the City Commission awarded the bid of Arnold's Towing & Marine Repair in response to RFP #01-14;

WHEREAS, the contract contains an option to allow one extension of up to two years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the contract between the City and Arnold's Towing & Marine Repair, Inc., is hereby extended for a period of two years, upon mutually agreed upon terms and conditions.

Section 2: That the City Manager is authorized to execute a contract extension, upon the advice and consent of the City Attorney.

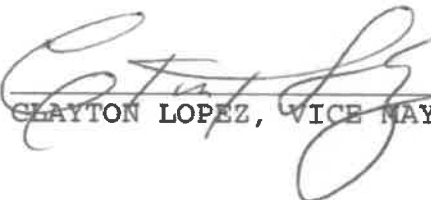
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17 day of February, 2016.


Authenticated by the Presiding Officer and Clerk of the Commission on 18 day of February, 2016.

Filed with the Clerk on February 18, 2016.

Mayor Craig Cates	<u>Absent</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Absent</u>


CLAYTON LOPEZ, VICE MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



Jim Scholl
City Manager



THE CITY OF KEY WEST

P.O. BOX 1409
KEY WEST, FL 33041-1409

3132 Flagler Avenue
(305) 809-3888
FAX 809-3886
jscholl@cityofkeywest-fl.gov

March 22, 2016

Arnolds Auto & Marine Repair, Inc.
Doris Arnold
5540 3rd Avenue
Key West, Florida 33040

Re: Extension of Towing Contract

Dear Doris,

As you are aware, the Key West City Commission unanimously agreed to extend the towing contract originally entered into on March 21, 2014 for an additional two year period. Attached is a copy of Commission Resolution 16-063 for your records. Kindly sign below to confirm Arnold's agreement for the 2 year extension in accordance with RFP # 01-14.

Sincerely,

Jim Scholl

I Ricky Arnold as an officer of Arnold's Auto & Marine Repair, Inc. agree to the two year extension of the agreement originally executed on March 21, 2014.

Ricky Arnold, President

Key to the Caribbean – Average yearly temperature 77° F.

Donald J. Lee, Jr.
Chief of Police



Key West
POLICE DEPARTMENT

TO: Mr. Jim Scholl, City Manager
FROM: Donald J. Lee Jr., Chief of Police
DATE: January 29, 2016
RE: Agreement Extension with Arnold's Auto & Marine Repair Inc.

Action Statement:

Extend the City's agreement with Arnold's Auto & Marine Repair Inc. for towing services initiated by the City of Key West for a two year period.

Background:

On December 16, 2013, the City issued RFP 01-14 entitled "Wrecker Towing Services". On February 5, 2014, the City opened five responses to RFP 01-14, and an evaluation committee met and ranked Arnold's Auto & Marine Repair Inc. the highest and most responsive bidder. On March 4, 2014, the City Commission passed resolution 14-066 awarding the bid to Arnold's Auto & Marine Repair Inc. On March 21, 2014, City Manager Bogdan Vitas on behalf of the City entered into an agreement with Arnold's Auto & Marine Repair Inc. to provide services specified in RFP 01-14 primarily tows initiated by the Key West Police Dept.

RFP 01-14 states that initial term of the agreement shall be for a two year period beginning on the date the contract is executed by the parties. RFP 01-14 also states that the City, with the agreement of the Towing Company, shall have the option of renewing the agreement for one two-year term.

Options:

1. Extend the agreement for towing services with Arnold's Auto & Marine Repair Inc.
2. Create and issue a new RFP for towing services initiated by the City of Key West.



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www.keywestcity.com



Donald J. Lee, Jr.

Chief of Police



Key West

POLICE DEPARTMENT

Financial Impact:

By extending the agreement with Arnold's Auto & Marine Repair Inc. the City will continue to annually receive a \$100,000 flat rate franchise fee paid by Arnold's Auto & Marine Repair Inc.

Recommendation:

Approve and extend the agreement with Arnold's Auto & Marine Repair Inc.



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Donald J. Lee, Jr.

Chief of Police



Key West

POLICE DEPARTMENT

TO: Bob Vitas, City Manager
FROM: Chief Donald J. Lee, Jr.
DATE: February 21, 2014
RE: Exec. Summary Award RFP 01-14 Towing Services

On February 15, 2011, the Key West City Commission passed ordinance revisions to the tow rotation ordinance found at Key West Code of Ordinances Chapter 70, Article XI, Division 2.

Section 70-663 specifically provides

"Sunset; competitive solicitation.

The division shall sunset and be of no further effect upon the city commission's issuance of a competitive solicitation for police initiated tows, subsequent acceptance of a vendor or vendors and final implementation of a contract to provide such services."

On December 16, 2013 the City issued RFP 01-14 entitled "Wrecker Towing Services".

Request for Proposals 01-14 solicited proposals from qualified operators to provide towing services initiated by the City of Key West. The RFP does not alter any company's ability to engage in non-consensual tows or private business transactions. It merely sought firms interested in towing for the City of Key West. The RFP also requested a franchise fee that each company would be willing to pay the City of Key West to provide the services requested.

Five firms responded to the RFP, which was opened on February 5, 2014. An evaluation committee met in accordance with the RFP at a publically noticed meeting to review the proposals. The Committee consisted of Key West Police Chief Donald Lee, Key West Police Captain J.R. Torres and Monroe County Sheriff Deputy Mathew Dowling. In particular, Captain Torres and Deputy Dowling have extensive experience with tow operations in Key West and Monroe County.

The five firms who responded to RFP 01-14 were A-1 Redland Towing, Alex's Auto Wrecking & Parts, Anchor Towing, LLC, Arnold's Auto & Marine Repair, Inc., and Key West Towing. During the evaluation committee



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Donald J. Lee, Jr.

Chief of Police



Key West

POLICE DEPARTMENT

meeting, the members went through each tow company one by one. They assigned numerical scores to each company based upon the criteria of the RFP compared to the response of each tow company. There were four distinct categories with a total possible score of 100 from each committee member. At the conclusion of the meeting the scores were reviewed and confirmed by each member. The total possible combined score for each tow company responding to the RFP was 300. Based upon the criteria the total scores were as follows:

- | | | | |
|----|--|--------------|-----|
| 1. | Arnold's Auto & Marine Repair, Inc.
5540 3rd Avenue
Key West, FL 33040 | Total Score: | 289 |
| 2. | Anchor Towing, LLC.
189 U.S. Highway 1
Key West, FL 33040 | Total Score: | 209 |
| 3. | Alex's Auto Wrecking & Parts
1014 White Street
Key West, FL 33040 | Total Score: | 197 |
| 4. | Key West Towing
111 U.S. Highway 1, #407
Key West, FL 33040 | Total Score: | 195 |
| 5. | A-1 Redland Towing
111 U.S. Highway 1, #507
Key West, FL 33040 | Total Score: | 127 |

Based upon the criteria of RFP 01-14 and the proposer's responses thereto, the recommendation to the City Commission is to award RFP 01-14 to Arnold's Auto & Marine Repair, Inc. Pursuant to the terms of the RFP, a contract would be executed within 21 days that contains the terms and conditions of RFP 01-14 and the proposal submitted by Arnolds.



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RESOLUTION NO. 14-066

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF KEY WEST, FLORIDA, AWARDED THE BID
OF ARNOLD'S TOWING & MARINE REPAIR, INC. IN
RESPONSE TO RFP 01-14, FOR TOWING SERVICES;
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on December 16, 2013, the City issued RFP 01-14 entitled "Wrecker Towing Services; and

WHEREAS, on February 5, 2014 the City opened five responses to RFP #01-14, and an evaluation committee met at a publicly noticed meeting to review the proposals; and

WHEREAS, the evaluation committee ranked Arnold's Auto & Marine Repair, Inc. as the bid most responsive to the RFP criteria.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the bid of Arnold's Towing & Marine Repair, Inc., is hereby awarded in response to RFP 01-14.

Section 2: That the City Manager is authorized to negotiate and execute a contract, with the advice and consent of the City Attorney, that is consistent with RFP #01-14 and the approval granted herein.

Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.


Passed and adopted by the City Commission at a meeting held this 4 day of March, 2014.

Authenticated by the Presiding Officer and Clerk of the Commission on 5 day of March, 2014.

Filed with the Clerk on March 5, 2014.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Mark Rossi	<u>Yes</u>
Commissioner Teri Johnston	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>
Commissioner Tony Yaniz	<u>Yes</u>

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR

AGREEMENT FOR CITY INITIATED TOWING SERVICES

This Agreement, made and entered into this 21st day of March, 2014, by and between the City of Key West, Florida, hereinafter called the "City" and

Arnold's Auto and Marine Repair, Inc.
5540 3rd Avenue
Key West, FL 33040

hereinafter called the "Contractor";

WITNESSETH:

City of Key West Request for Proposal #01-14, including all addendum, Contractor's response thereto including the signed copy of its Proposal, and all other documents associated with RFP #01-14 are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith (Collectively the Contract Documents").

The Contractor, in consideration for the opportunity to provide the services specified in City Request for Proposals #01-14, and as contained in Contractor's response thereto, shall pay to the City all sums described therein and to make such payments in the manner and at the times provided. Contractor hereby agrees at its own cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for wrecker and towing services for the City of Key West, to the extent of the Proposal made by the Contractor, dated the 5th day of February, 2014, all in full compliance with the Contract Documents referred to herein.

City agrees to adhere to and enforce all City policies regarding City initiated towing, including but not limited to those promulgated by the Key West Police Department and the Parking Division of the City of Key West. City and Contractor shall meet on at least a quarterly basis to review the manner and appropriateness of Contractor's performance and applicable City policies. In consideration of the no cost towing provided by the Contractor for City vehicles pursuant to the Contract Documents, City shall provide Contractor opportunity to provide towing services beyond the geographical limits specified in the Contract Documents. Such towing by the Contractor shall not be at a rate greater than the City may otherwise obtain pursuant to its procurement policies. Contractor shall have the opportunity to match any rate submitted pursuant to the best interest of the City.

In the interest of public safety and for the preservation of crash vehicles, the contractor is permitted to charge one hundred dollars (\$100.00) to crash wrap half the vehicle and two hundred dollars (\$200.00) for the entire vehicle. Such wrap may only be applied where the officer on scene or their supervisor consents to the use and the necessity of the wrap.

The Contractor agrees to timely complete all work according to the contract documents. Contractor shall remedy all defects appearing in the work or developing in the materials and services furnished under this Contract, and further agrees to indemnify and save the City harmless from any costs encountered in remedying such defects.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this 21st day of March, A.D., 2014.

CITY OF KEY WEST

By: 
Bogdan Vitas

Title: City Manager

Contractor: Arnold's Auto & Marine Repair, Inc.

By:


Doris R. Arnold, President

Scope of Work

The City invites proposals from qualified Towing Company to provide the following services:

- When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, vessel, trailer, motorcycle, or motor scooter which is towed under provisions of the Code of Ordinances of the City of Key West covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer/parking enforcement specialist, from the point of origin to the place of business of the Towing Company, and at a rate no greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle, motorcycle, motor scooter or trailer from the scene of an accident to a location within the City, as designated by the owner, other than the place of business of the Towing Company.
- When authorized by a representative of the City, the Towing Company shall, at no charge for City vehicles, owned or leased, vehicles/vessels seized under Chapter 932, F.S., or other vehicles or vessels owned or leased by the City, provide for the towing and/or servicing of any disabled vehicle. Any disabled vehicle which must be towed shall be removed from its point of disability to any point within or without the City, as may be directed by the City, for a distance of up to forty (40) miles without charge to the City.
- Upon payment of all authorized charges, any Towing Company storing a low speed vehicle (i.e. moped/scooter/electric car) north of Stock Island shall return the vehicle to the owner/authorized representative to the city of Key West without charge.
- The Towing Company shall store seized vehicles at their storage facility. The vehicles/vessels must be maintained in the condition they were received.
- The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servant, or employees of the Towing Company.
- The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that it will be at the requested location within the City limits within thirty (30) minutes from the time

the Towing Company receives a call requesting that a wrecker be dispatched. If said response time exceeds 30 minutes, liquidated damages may be assessed as follows:

- a. First and Second Offense: A certified letter of warning
 - b. Third Offense: \$50.00
 - c. Fourth Offense: \$250.00
 - d. Any further Offense: \$500.00, suspension, or termination, at the City's option
- The Towing Company shall answer expeditiously all calls from the Key West Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents.
 - Upon request, the Towing Company shall provide the Key West Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.
 - All services rendered by the Towing Company under this section shall be at no expense to the City, unless specifically provided otherwise. This shall not prevent the wrecker from charging the owner of the vehicle for such services according to the rates provided in "Rate Charged Owners"

Terms and Conditions of Contract

The City has developed standard contracts/agreements. The selected Towing Company(s) shall be required to sign a standard City contract approved by the City Attorney within twenty one (21) days of Notice of Selection for Award.

A contract(s) resulting from this RFP shall be subject to the terms and conditions set forth in a standard City Contract as approved by the City Attorney. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Towing Company.

The initial term of this Agreement shall be for a two (2) year period beginning on the date the contract is executed by the parties.

EXTENSION - The City, with the agreement of the Towing Company, shall have the option of renewing this Agreement for one (1) two-year term. Any adjustments in the

maximum wrecker fees allowed and the payment to the City shall also be established at the time of renewal.

It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this Agreement, with one of its own wreckers or necessary equipment to clear an accident scene or similar situation, it is still responsible for providing a wrecker and related equipment as may be required. It shall obtain at its own expense necessary equipment, such as a crane, from any source able to provide it in a timely manner. The Towing Company may utilize a wrecker from any other wrecker company licensed in the City; in such cases, the substitute wrecker must comply with the terms agreed upon herein.

Contractor's Requirement During State of Emergency or Disaster

Contractor recognizes that the Mayor or designee may declare a state of emergency or state of disaster during the term of this contract. Upon such declaration, the City Manager or designee will notify the contractor that the state of emergency or state of disaster exists and the required equipment and personnel is ordered on standby. Contractor shall promptly supply the needed equipment and personnel.

Payment to the City

In consideration of the Towing Company being called by the City for the term as provided in "Terms and Conditions" below, the Towing Company shall pay to the City, so long as this Agreement is in effect, a fee for each tow (excluding City owned or leased vehicles/vessels) described in the "Scope of Work" in this Agreement. The Towing Company shall specify the fee it is offering to pay the City per tow in response to this request for proposals.

The Towing Company shall remit to the City an itemized list of work completed for the prior month along with the appropriate total fee no later than fifteenth of the following month (i.e. September's payment will be due by October 15). Failure of the Towing Company to remit the appropriate fee amount within the time allotted shall be grounds, at the discretion of the City, to terminate this Agreement.

Rate Charged Owners

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:

- The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
- An increase in the maximum rates specified herein may be negotiated at the end of the initial term of this Agreement, along with a corresponding increase in