

[ELITE AUTO CENTER OF GAINESVILLE FL, INC.] RESPONSE DOCUMENT REPORT

ITB No. RTSX-260000-DS

Towing and Secured Storage Services

RESPONSE DEADLINE: April 29, 2025 at 3:00 pm

Report Generated: Tuesday, April 29, 2025

Elite Auto Center of Gainesville FL, Inc. Response

CONTACT INFORMATION

Company:

Elite Auto Center of Gainesville FL, Inc.

Email:

alex@elitetowingfl.com

Contact:

Alex Sweigart

Address:

3728 NE 4th Street
Gainesville, FL 32607

Phone:

N/A

Website:

elitetowingfl.com

Submission Date:

Apr 28, 2025 2:47 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Apr 1, 2025 1:00 PM by Alex Sweigart

Addendum #2

Confirmed Apr 16, 2025 2:01 PM by Alex Sweigart

QUESTIONNAIRE

1. RESPONDENT VERIFICATION*

DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least **120** calendar days from the Solicitation due date. I agree that CITY's terms and conditions herein take precedence over any conflicting terms and conditions submitted for CITY's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

- [Respondent_Verification.pdf](#)

Respondent_Verification_Form.pdf

2. UPLOAD RESPONSE HERE*

Download and complete Bid Pricing Form, Equipment List, and Personnel List from the Attachments tab, upload all completed forms as one pdf document, including documentation of meeting Minimum Qualifications.

Bid_Response_&_Minimum_Qualifications.pdf

3. DRUG-FREE WORKPLACE CERTIFICATION FORM*

DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

Whenever two or more bids which are equal with respect to price, quality, and service are received in accordance with Section 287.087, Florida Statutes, preference shall be given to respondents that certify that they have a drug-free workplace.

- [Drug Free Workplace.pdf](#)

Drug-Free_Workplace.pdf

4. e-VERIFY FORM*

DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

- [e-Verify Form.pdf](#)

E-Verify_Certification.pdf

5. PROHIBITION REGARDING FOREIGN COUNTRIES OF CONCERN *

DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

In accordance with Section 287.05701(2)(a), F.S. (2023), the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

- [Foreign Countries of Concer...](#)

Prohibition_Regarding_Foreign_Countries_of_Concern.pdf

6. REFERENCES*

DOWNLOAD THE BELOW DOCUMENT, COMPLETE AND UPLOAD.

- [Respondent References.pdf](#)

Reference_Form.pdf

7. NO RESPONSE SURVEY

If you are not bidding, please complete and return the attached form so that we may learn from your comments to improve our solicitations.

- [No Response Survey.pdf](#)

No response submitted

RESPONDENT VERIFICATION FORM

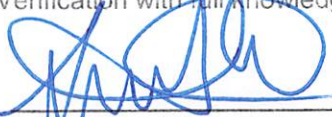
Legal Name of Corporation, Partnership or Individual (as reported to the IRS): Elite Auto Center of Gainesville FL, Inc.
D/B/A (Doing Business As): Elite Towing
Street Address (No PO Boxes): 3728 NE 4th Street, Gainesville, FL 32609
Federal Identification #: 93-2082577 SunBiz #: P23000048145
State of Incorporation: Florida

- ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all): Addendum #1 / Addendum #2
- My company is a Small Business Enterprise (SBE) or Service Disabled Veteran Enterprise (SDVE) certified with the City of Gainesville Department of Equity and Inclusion.
 YES NO
- I further acknowledge that:
 Response is in full compliance with the specifications;
 Response is in full compliance with the specifications **except** as specifically stated and explained in detail on sheets attached hereto and labeled "Clarifications and Exceptions".

I hereby propose to provide the goods/services requested in this Solicitation. I agree to hold pricing for at least 120 calendar days from the Solicitation due date. I agree that CITY's terms and conditions herein take precedence over any conflicting terms and conditions submitted for CITY's consideration, and agree to abide by all conditions of this Solicitation.

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of CITY owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Verification with full knowledge and understanding of the matters therein contained.


AUTHORIZED SIGNATURE _____ DATE 03/26/25
Govinda Rowena Owner
PRINT NAME _____ TITLE _____
352-372-6340 352-372-2613
TELEPHONE NUMBER _____ FAX NUMBER _____
elitetowingfl@gmail.com
E-MAIL ADDRESS _____

RESPONDENT'S CONTACT
(for additional information)
Alex Sweigart
NAME _____
Office Manager
TITLE _____
239-682-4418
PHONE _____

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization

Bid Pricing Form

All pricing is firm for entirety of contract, including extensions.

Award will be to one (1) bidder.

Part 1 – Towing at the Request of GPD

CLASS A	PRICE
Towing Passenger cars, trailers, trucks and special service 9,999 GVW and motorcycles	\$ <u>75</u> per tow
Additional labor if required (billed in 15-minute increments)	\$ <u>100</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>4</u> per mile

CLASS B	PRICE
Towing trucks, trailers and special service vehicles from 10,000 GVW up to 19,500 GVW	\$ <u>150</u> per tow
Additional labor if required (billed in 15-minute increments)	\$ <u>150</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>6</u> per mile

CLASS C	PRICE
Towing trucks, trailers, buses and Special service vehicles from 19,501 GVW to 72,000 GVW (to include charge for removing driveshaft if required)	\$ <u>350</u> per tow
Additional labor if required (billed in 15-minute increments)	\$ <u>175</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>8</u> per mile
HD trucks shall be hooked up at the vehicle manufacturer's recommended locations, i.e. Fire Tower to front axle	
Oversized load escorts per DOT regulations	\$ <u>500</u> fees

Part 2 – Towing at the Request of Code Enforcement

CLASS A	PRICE
Towing Passenger cars, trailers, trucks and special service 9,999 GVW and motorcycles	\$ <u>80</u> per tow
Additional labor if required (billed in 15-minute increments)	\$ <u>100</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>4</u> per mile

CLASS B	PRICE
Towing trucks, trailers and special service vehicles from 10,000 GVW up to 19,500 GVW	\$ <u>150</u> per tow
Additional labor if required (billed in 15-minute increments)	\$ <u>150</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>6</u> per mile

Bid Pricing Form

All pricing is firm for entirety of contract, including extensions.
Award will be to one (1) bidder.

Part 2 – Towing at the Request of Code Enforcement – continued

CLASS C	PRICE
Towing trucks, trailers, buses and Special service vehicles from 19,501 GVW to 72,000 GVW (to include charge for removing drive shaft if required)	\$ <u>400</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>195</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>8</u> per mile
HD Trucks shall be hooked up to the vehicle manufacturer's recommended locations	
Oversized load escort fees when applicable to transport	\$ <u>500</u> fee

Part 3 – Towing at the Request of City Fleet Management (City Owned Vehicles)

CLASS A	PRICE
Towing Passenger cars, trailers, trucks and special service 9,999 GVW and motorcycles	\$ <u>65</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>100</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>4</u> per mile

CLASS B	PRICE
Towing trucks, trailers and special service vehicles from 10,000 GVW up to 19,500 GVW	\$ <u>150</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>150</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>6</u> per mile

CLASS C	PRICE
Towing trucks, trailers, buses and Special service vehicles from 19,501 GVW to 72,000 GVW (to include the charge for removing the driveshaft if required)	\$ <u>325</u> per tow
Additional labor if required (billed in 15 minute increments)	\$ <u>175</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>7</u> per mile
HD trucks shall be hooked up at the vehicle manufacturer's recommended locations, i.e. Fire Tower to front axle	
Oversized load escorts per DOT regulations	\$ <u>500</u> fees

Bid Pricing Form

All pricing is firm for entirety of contract, including extensions.
Award will be to one (1) bidder.

Part 4 – Towing at the Request of RTS (City Owned Vehicles)

CLASS A	PRICE
Towing Passenger cars, trailers, trucks and special service 9,999 GVW and motorcycles	\$ <u>65</u> per tow
Additional labor if required (billed in 15-minute increments)	\$ <u>100</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>4</u> per mile

CLASS B	PRICE
Towing trucks, trailers and special service vehicles from 10,000 GVW up to 19,500 GVW	\$ <u>150</u> per tow
Additional labor if required (billed in 15-minute increments)	\$ <u>150</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>6</u> per mile

CLASS C	PRICE
Towing trucks, trailers, buses and Special service vehicles from 19,501 GVW to 72,000 GVW (to include the charge for removing the driveshaft if required)	\$ <u>375</u> per tow
Additional labor if required (billed in 15-minute increments)	\$ <u>175</u> per hour
For tows outside City Limits for miles outside limits	\$ <u>7</u> per mile
HD trucks shall be hooked up at the vehicle manufacturer's recommended locations, i.e. Fire Tower to front axle	
Oversized load escorts per DOT regulations	\$ <u>500</u> fees

Part 5 – Other Fees that may apply

In lieu of dollies or if appropriate towing circumstances occur, such as but not limited to when recommended by vehicle manufacturers, speedy removal is required, vehicle or trailer is separated into pieces as a result of the accident, or the vehicle or trailer is missing tires, the Contractor may utilize a flatbed or rollback and in addition to fees quoted above, may charge an additional fee as provided below. Note: This fee may not be charged if the use of the flatbed or rollback is the choice of the Contractor due to equipment availability and not required for the job.

Class A (per hour) 15-minute increments	\$ <u>100</u> additional
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Class B (per hour) 15-minute increments	\$ <u>150</u> additional
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Class C (per hour) 15-minute increments	\$ <u>175</u> additional
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PRICING PAGE

All pricing is firm for entirety of contract, including extensions.
Award will be to one (1) bidder.

Part 6 – Storage and Other Fees

If a graduated storage fee schedule based upon the number of days in storage is proposed, please add additional pages as necessary.

General Outside Storage Inside a locked, fenced area – rate per space (approx. 9' by 20')	\$ <u>25</u> per day
Inside Secure Storage rate per space (approx. 10' x 20')	\$ <u>35</u> per day
Opening fee for private citizens other than normal business hours of 8 am -5 pm weekdays	\$ <u>100</u> per event
Gating opening fee after hours	\$ <u>50</u> per vehicle

If there are any other fees that would be charged as exceptions, specifically state them and attach exceptions to the bid response. Otherwise, the above fees will be the only allowable charges permitted.

BIDDER ATTESTATIONS

Failure to initial is grounds for disqualification.

- Bidder will provide City with 24/7/365 response times
- Bidder will provide citizens the ability to recover vehicle 24/7 (after hours, for a set fee)
- Bidder will use commercial towing software for inventory tracking and invoice mgmt.

AS INITIALS
BE INITIALS
CE INITIALS

Company Name: Elite Auto Center of Gainesville FL, Inc.

Additional Fees

Rotator	\$300 per hour
Class C Storage	\$85 per day
Non-Tow Service	\$65 per event
Administrative Fee	\$75
Crash Wrap	\$60/window
Lien Release Fee	\$100
Re-Hook Fee (only if required)	Base rate according to vehicle classification

The fees above are to be charged only to the owner(s) of impounded vehicles and NOT to be charged to the City

Item Description	Class	Truck No.	Year	Make	Model	Vin Number	Tag No.	Winch/Serial No.
25 ton wrecker	C	78	2020	Peterbilt	389	1NPXL49X3LD647768	D7419C	DP - 20-0472-01628 DP - 20-0472-01629 DP - 20-0472-01887
25 ton wrecker	C	80	2021	Peterbilt	389	1NPXL49X0MD757694	D7420C	DP - 20-0472-01888
50 ton rotator	C	88	2021	Kenworth	W900	1NKWX4TX0MR468008	D4095C	
Roll-back truck	A	72	2025	Freightliner	M2-106	1FVACWFC7SHVJ7062	RJAP20	Ramsey - T31223060
Roll-back truck	A	71	2025	Freightliner	M2-106	1FVACWFC5SHVJ7061	RJAP19	Ramsey - T36223025
Wheel-lift truck	A	85	2022	Dodge	4500	3C7WRKAL9NG238228	D7423C	Miller - #706188
Roll-back truck	A	77	2022	Peterbilt	337	2NP2HM6X5NM762031	D7422C	Ramsey - T35820018
Wheel-lift truck	A	90	2022	Dodge	4500	3C7WRKAL1NG380413	D4093C	Miller - #706518
Wheel-lift truck	A	95	2022	Dodge	4500	3C7WRKAL7NG171760	D7421C	Miller - #706032
Wheel-lift truck	A	87	2023	Dodge	4500	3C7WRKALXPG520381	D4094C	Miller - #706780
Roll-back truck	A	70	2016	Ford	F-550	1FDUF5GT4GEA46324	D7424C	Ramsey - T24615024
Daycab tractor	C	100	2017	Peterbilt	567	1XPCD49X4HD420744	P0788C	
Flatbed trailer	C	100T	2020	Landoll	440B-53	1LH440WH8L1B29008	KP383K	
Wheel-lift truck	A	96	2024	Dodge	4500	3C7WRKAL6RG265344	D7426C	Miller - #707460
Skid Steer	Other		2014	Caterpillar	359D	CAT0259DVFTL01943		
Skid Steer Attachment	Other		2014	Caterpillar	Rake Attachment w/Clamps	PRSSGR001506		
Skid Steer Attachment	Other		2014	Caterpillar	Scoop Attachment	65SSGP090048		
Skid Steer Attachment	Other		2014	Caterpillar	Sweeper Attachment	DX500163		
Utility trailer	Other		2015	Pace	Trailer with Equipment	53BPTEA25FU012649		
Reefer trailer	Other		2005	Great Dane	Reefer Trailer	1GRAA06285W704757		

Equipment List

Personnel/Driver List

Name	DOB	DL #	State	Hire Date	Years of Experience
Robert Robinson	10/10/74	R422-171-75-000-0 / A	FL	10/11/2024	20+
Christopher Caffi	2/18/93	C100-113-93-058-0 / E	FL	6/9/2023	3
Duane Dixon	5/29/73	D250-164-73-189-0 / A	FL	9/12/2023	2
David Ferguson	1/9/98	F622-171-98-009-0 / A	FL	6/5/2023	4
Jonathan Bass	1/25/88	B200-437-88-025-0 / A	FL	9/8/2023	12+
Joshua Mauk	9/15/95	M228-252-43-200-0 / A	FL	9/27/2023	2
Jerry Garrett	12/16/73	G630-421-73-456-0 / B	FL	6/21/2021	8
Luke Overturf	6/1/81	O163-530-81-201-0 / E	FL	9/8/2023	6
James Pitts	11/30/93	P320-455-93-430-0 / E	FL	2/21/2024	1
William Edwards	9/7/75	E363-923-75-327-0 / E	FL	3/8/2003	20+
Jack Carnall	6/4/78	C654-425-78-204-0 / A	FL	8/16/2017	20+
Duston Boyte	11/7/77	B300-165-77-407-0 / E	FL	3/8/2024	10+
Richard Marley	8/29/87	M640-753-87-309-0 / E	FL	8/23/2024	6
Cody Riggs	9/13/93	R200-104-93-333-0 / E	FL	8/27/2024	10+
Dustin Nickerson	2/16/87	N262-172-87-056-0 / E	FL	10/25/2024	5
Ronald Schol	11/30/1972	S438-133-83-000-0 / E	FL	1/6/2025	8
Richard Pyles	12/1/2001	P420-741-01-441-0 / E	FL	12/31/2024	<1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Interline Risk Services, Inc. P.O. Box 536 Pooler GA 31322	CONTACT NAME: PHONE (A/C, No, Ext): 912-330-5250 FAX (A/C, No): 912-335-5741 E-MAIL ADDRESS: customerservice@interlinerisk.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Elite Auto Center of Gainesville Inc.-DBA Elite Towing 3728 NE 4th St Gainesville FL 32609	INSURER A : StarStone National Insurance Company 25496	
	INSURER B : Lloyd's of London 15792	
	INSURER C : Colony Insurance Company 39993	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1969176425 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GP8750278	4/4/2025	4/4/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			APM4100199#1	3/26/2025	3/26/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	On-Hook / Cargo			NA25EJCS	3/26/2025	3/26/2026	Deductible 2,500 100,000
B	Garagekeepers			NA25EJCT	3/26/2025	3/26/2026	Legal Liability 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Garage Keepers Location:
 3728 NE 4th Street, Gainesville, FL 32609
 Garage Keepers Deductible: 2,500

CERTIFICATE HOLDER City of Gainesville 545 NW 8th Ave Gainesville FL 32601 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Elite Auto Center of Gainesville FL, Inc.		
2	Business name/disregarded entity name, if different from above. Elite Towing		
3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
5	Address (number, street, and apt. or suite no.). See instructions. 3728 NE 4th Street		Requester's name and address (optional)
6	City, state, and ZIP code Gainesville, FL 32609		
7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or									
Employer identification number									
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%; text-align: center;">93</td> <td style="width: 25%; text-align: center;">-</td> <td style="width: 25%; text-align: center;">208</td> <td style="width: 25%; text-align: center;">2577</td> </tr> </table>	93	-	208	2577					
93	-	208	2577						

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person:  Date: **01/07/25**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1085).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P23000048145

Entity Name: ELITE AUTO CENTER OF GAINESVILLE FL, INC

Current Principal Place of Business:

3728 NE 4TH ST
GAINESVILLE, FL 32609

Current Mailing Address:

3728 NE 4TH ST
GAINESVILLE, FL 32609

FEI Number: 93-2082577

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

ROMERO, GOVINDA
1007 N MAIN STREET
GAINESVILLE, FL 32601 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	P	Title	S
Name	ROMERO, GOVINDA	Name	STONE, ANGELA
Address	1007 N MAIN STREET	Address	3728 NE 4TH STREET
City-State-Zip:	GAINESVILLE FL 32601	City-State-Zip:	GAINESVILLE FL 32609

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GOVINDA ROMERO

CEO

02/24/2025

Electronic Signature of Signing Officer/Director Detail

Date

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P97000017050

Entity Name: ELITE AUTO CENTER OF GAINESVILLE, INC.

Current Principal Place of Business:

3728 NE 4TH ST
GAINESVILLE, FL 32609

Current Mailing Address:

3728 NE 4TH ST
GAINESVILLE, FL 32609 US

FEI Number: 59-3431501

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

STONE, ANGELA M
3728 N E 4TH STREET
GAINESVILLE, FL 32609 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: ANGELA M STONE

04/15/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	OWNER	Title	CEO
Name	STONE, ANGELA M	Name	ROMERO, GOVINDA
Address	3728 N E 4TH STREET	Address	3728 NE 4TH ST
City-State-Zip:	GAINESVILLE FL 32609	City-State-Zip:	GAINESVILLE FL 32609

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: GOVINDA ROMERO

CEO

04/15/2025

Electronic Signature of Signing Officer/Director Detail

Date

Your payment was processed. Print this tax receipt for your records. It was also sent to elitetowingfl@gmail.com



Online Business Tax Receipt⁽¹⁾

Business Name **ELITE AUTO CENTER OF GAINESVILLE, INC DBA ELITE TOWING**
 Business Tax ID **37376**

This constitutes your business tax receipt for 10/1/2024 - 9/30/2025.

Your business tax(es) for the fiscal year **10/1/2024 - 9/30/2025** are as follows:

Business Categories

ID	Service Name	Tax Amount	Explanation of Calculations
6090	WRECKER SERVICE	\$210.00	Fee schedule range from 21 to 50. Amount is \$210.00. Value submitted for taxation is 23.
6801	COMMERCIALY ZONED	\$0.00	
****	Payment	(\$210.00)	Posted on 9/18/2024
TOTAL DUE:		\$0.00	

Please note that the maximum charge for any single service is \$525

Amount Due on **Thursday, October 17, 2024** is **\$0.00**

(1) This page will serve as your business tax receipt for the fiscal year 10/1/2024 - 9/30/2025.

Payments must be time-stamped by 11:59 pm on Tuesday, October 1, 2024 in order to avoid late fees.



ADDENDUM NO. 1

Date: April 1, 2025
Bid Due Date: April 29, 2025, 3:00 P.M. (Local Time)
Bid Name: Towing and Secured Storage Services
Bid Number: RTSX-260000-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes, which shall take precedence over anything to the contrary:

1. **Question:** Will there be an announcement ahead of time for the date of the pre-bid meeting?
Answer: A pre-bid meeting has not been scheduled for this project. Submit questions within OpenGov's *Question & Answer* tab by the April 10, 2025 deadline.
2. Find attached:
 - Prohibition of Lobbying in Procurement Matters

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Elite Auto Center of Gainesville FL, Inc.
BY: Alex Swartz
DATE: 4/1/2025

CITY OF GAINESVILLE
PROCUREMENT ADMINISTRATIVE GUIDELINES

B. The Bid Process, 7. Prohibition of Lobbying in Procurement Matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.



ADDENDUM NO. 2

Date: April 16, 2025
Bid Due Date: April 29, 2025, 3:00 P.M. (Local Time)
Bid Name: Towing and Secured Storage Services
Bid Number: RTSX-260000-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes, which shall take precedence over anything to the contrary:

1. Additional required services are hereby added to this solicitation:

Part 7 – Relocation/Towing/Impoundment at Request of Parking Operations (Non-City Owned Vehicles)

- 1) Relocation of vehicles within the City’s parking garage (105 SW 3rd St).
 During times of maintenance or emergencies in the garage, if vehicles remain in areas where work will be occurring, Parking Operations may request to have vehicles relocated to other spaces or levels in the garage. This will not require impoundment.

CLASS A	PRICE
Relocating Passenger cars, trailers, trucks and special service 9,999 GVW and motorcycles	\$ <u>50</u> per relocation
Additional labor if required (billed in 15-minute increments)	\$ <u>80</u> per hour

For payment of the services above, send invoices to:

Location	Mail Invoice/Statement	Account Contacts
Parking Operations 105 SW 3 rd St Gainesville, FL 32601	City of Gainesville PO Box 490, Station 5 Gainesville, FL 32627	Jessica Krauszer Administrative Service Manager krauszerjn@cityofgainesville.org Phone (352) 393-8447

- 2) Towing, impoundment and release of vehicles related to unpaid delinquent parking citations.
 When Parking Operations locates vehicles with unpaid delinquent parking citations, it may request to have vehicles impounded. Parking Operations, in cooperation with the City’s Revenue & Receivables office, will ensure the vehicle is eligible for impoundment per Chapter 26, Article III, Division 1 of the Gainesville Code of Ordinances (Sec 26-53).

After the vehicle is impounded, the vehicle may not be released to the owner/representative until they have visited the Revenue & Receivables office in person, paid for their delinquent citations and obtained a finalized Vehicle Tow Report signed by Revenue & Receivables staff and a copy of the receipt of payment.

The owner/representative will present these two documents to the contracted towing company for the vehicle's release.

The towing company cannot release the vehicle without receipt of both the finalized Vehicle Tow Report and receipt of payment from the owner/representative.

2. Find attached:

- Prohibition of Lobbying in Procurement Matters

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Elite Auto Center of Gainesville FL, Inc.

BY: Alex Sweigart

DATE: 4/16/2025

CITY OF GAINESVILLE

PROCUREMENT ADMINISTRATIVE GUIDELINES

B. The Bid Process, 7. Prohibition of Lobbying in Procurement Matters

Except as expressly set forth in Resolution 170116, Section 9, during the Cone of Silence as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees, except the Procurement Division or the procurement designated staff contact person. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Cone of Silence period means the period between the issue date which allows for immediate submittals to the City of Gainesville Procurement Division in response to an invitation to bid, or a request for proposal, or qualifications, or information, or an invitation to negotiate, as applicable, and the time that City Officials or the Procurement Division, or City Department awards the contract.

Lobbying means when a person seeks to influence or attempt to influence City Officials or employees with respect to a decision of the City, except as authorized by procurement procedures.

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

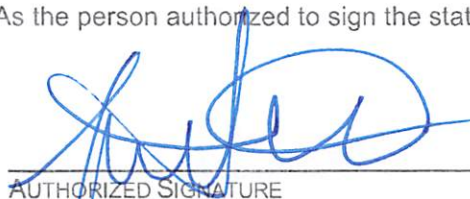
Elite Auto Center of Gainesville FL, Inc.

does:

(Name of Bidder)

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

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.



AUTHORIZED SIGNATURE

Gouinda Romero

PRINT NAME

03/26/25

DATE

Owner

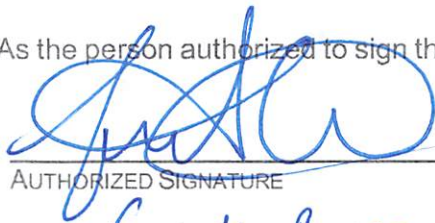
TITLE

E-VERIFY CERTIFICATION FORM

If awarded:

The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of this Agreement; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Agreement to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Agreement.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirement.



AUTHORIZED SIGNATURE

Gounda Romero

PRINT NAME

03/26/2025

DATE

Owner

TITLE

PROHIBITION REGARDING FOREIGN COUNTRIES OF CONCERN

In accordance with Section 287.138, Florida Statutes, beginning January 1, 2024, the City of Gainesville (CITY) may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity (Bidder) which would grant the Bidder access to an individual's personal identifying information unless the Bidder provides the City with an affidavit signed by an officer or representative of the Bidder under penalty of perjury attesting that the Bidder does not meet any of the criteria in paragraphs (2)(a)-(c):

- a) The Bidder is owned by the government of a "foreign country of concern" (People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern);
- b) The government of a "foreign country of concern" (listed above) has a controlling interest in the Bidder;
or
- c) The Bidder is organized under the laws of or has its principal place of business in a "foreign country of concern" (listed above).

AFFIDAVIT

State of FLORIDA
County of ALACHUA

Before me, the undersigned authority, personally appeared Govinda Romero, who, after being first duly sworn, deposes and says of their personal knowledge the following:

- 1. I am the CEO (title) of Elite Auto Center (Bidder).
- 2. I attest under penalty of perjury that the Bidder does not meet any of the criteria in Section 287.138(2)(a)-(c), Florida Statutes, stated above.

Sworn to and subscribed before me this 18TH day of APRIL, 2025, by Govinda Romero (name of affiant), who is personally known to me or produced DL # R 560-280-83-217-1 as identification, and did take an oath.

Lucila Reusing Sandreschi (name of notary)
Notary Public

My Commission Expires: 8/21/2025



Lucila Reusing Sandreschi
Notary Public
State of Florida
Comm# HH155860
Expires 8/21/2025

REFERENCE FORM

Name of Respondent: Elite Auto Center of Gainesville FL, Inc.

Provide contact information in accordance with the instructions provided in the solicitation. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2022 to 12/2023): 2014 - Present

Company Name: Penske of Gainesville

Address: 2740 NW 74th Place

City, State Zip: Gainesville, FL 32653

Contact Name: Ron Thomas

Phone Number: (904) 501-0081 Fax Number: N/A

Email Address: ronw.thomas@penske.com

- Heavy-Duty Wrecker Service - 25 ton, 50 ton Rotator, Landoll Trailer

#2 Year(s) services provided (i.e. 1/2022 to 12/2023): 2010 - Present

Company Name: Continental Imports

Address: 1219 S Main Street

City, State Zip: Gainesville, FL 32601

Contact Name: Heidi Jones

Phone Number: (352) 377-6604 Fax Number: (352) 377-2218

Email Address: heidij@continentalimports.com

Light-Duty Wrecker Service - Wheel-Lift, Rollback

#3 Year(s) services provided (i.e. 1/2022 to 12/2023): 2015 - Present

Company Name: Carmax Gainesville

Address: 4185 N Main Street

City, State Zip: Gainesville, FL 32609

Contact Name: Anthony Hudson

Phone Number: (904) 380-1094 Fax Number: (352) 415-4785

Email Address: anthony_hudson@carmax.com

Light-Duty Wrecker Service - Wheel-Lift, Rollback

(Do Not Modify) Modified On	Approval ID	Approval Type	Status Reason	Contract ID	Department	Approved By
5/21/2025 19:47	APPR-014327	Contract For Execution	Approved As Drafted	CONT-006325	TRANS-Regional Transit System- RTS	Zouzouko Doualehi
5/16/2025 17:58	APPR-014328	Contract For Execution	Approved As Drafted	CONT-006325	TRANS-Regional Transit System- RTS	Steve Varvel
6/9/2025 15:55	APPR-014329	Contract For Execution	Approved As Drafted	CONT-006325	TRANS-Regional Transit System- RTS	Daphyne SESCO

Today's Date: 5/15/25

CITY OF GAINESVILLE TRANSMITTAL FORM

Dept Tracking # _____

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) [X] New [] Extension [] Amendment [] Change Order

Project Amount: \$270,000/3 yrs Anticipated Start Date: 10/1/25

Department Name: Regional Transit System

Project Manager: Jason Garrett Phone Number: 7840

Account No.: 1405; RTS Maint; Spend: Other Labor Funding Source: [X] City Funds [] Other

Subcontractor Opportunities: [] Yes [] No Provide Other source: _____

Contractor/Vendor: Elite Auto Center of Gainesville FL Inc

Project Description: Towing and Secured Storage Services (3-yr contract w/two 1-yr extensions)

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

[Signature] / 05/15/25 Project Manager Date

Jesus Gomez / 05/15/25 Department Head Date

Signed by: Andrew Persons / 6/12/2025 Leadership Team or Executive Team or Charter Officer Date

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Table with 5 columns: Reviewing Office, As Drafted, Subject To, Signature, Date. Rows include City Attorney, Risk Manager, Grants, Fleet, Facilities Mgmt, and Procurement.

[] Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: Received From Contractor Date:
To City Attorney Date: From City Attorney Date:
To City Manager Date: From City Manager Date:

City Commission Approval: (\$50,000 and above) [X] Yes [] No Date Approved: 6/5/25
City Commission approval is not required(5)
Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION: Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Signed by: Zouzouko Doualehi / 6/12/2025 City Attorney Date

DocuSigned by: [Signature] / 6/13/2025 City Manager or Designee Date

Print on five part NCR paper - White (original) for final execution; Yellow for City Attorney; Pink for Risk; Green for SBPP; Goldenrod for file or others as needed.

**CITY OF GAINESVILLE
CONTRACT FOR TOWING AND SECURED STORAGE SERVICES**

THIS CONTRACT (“Contract”) is entered into and enforceable as of the last signature date affixed hereto (“Effective Date”) by and between the CITY OF GAINESVILLE, a Florida municipal corporation (“City”), and ELITE AUTO CENTER OF GAINESVILLE, FL INC., a Florida corporation (“Contractor”), whose address is 3728 NE 4TH STREET, GAINESVILLE, FL 32607, individually referred to as “Party” or collectively as “Parties.”

WHEREAS, City needs towing and secured storage services.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

- 1. TERM.** The term of this Contract will begin on October 1, 2025 (“Term Begin Date”) and shall expire September 30, 2028, unless earlier terminated pursuant to this Contract. The term of this Contract may be extended for two (2) additional one (1) year periods, upon mutual agreement of the Parties.
- 2. SCOPE OF SERVICES; CONTRACT DOCUMENTS.** Contractor shall provide towing and secured storage services, as described in the following documents that are hereby incorporated by reference (collectively the “Contract Documents” or simply “Contract”):
 - a. This Contract.
 - b. Addendum No. 2. Dated April 16, 2025.
 - c. Addendum No. 1. Dated April 1, 2025.
 - c. Invitation to Bid #RTSX-260000-DS dated March 20, 2025.
 - e. Contractor’s Bid Response dated March 26, 2025.

The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

- 3. CONTRACTOR’S ASSURANCES.** Contractor covenants, represents, and warrants to the City that the following are true and correct in all material respects:
 - a. Contractor shall timely fulfill all the conditions of this Contract that are in the control of Contractor and are the responsibility of Contractor.
 - b. During the period in which the obligations of Contractor pursuant to this Contract are in effect, Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by this Contract that are applicable to, and the responsibility of, Contractor.
 - c. Contractor is a validly existing legal entity, authorized to do business in the State of Florida. Contractor has all requisite power and authority to carry on its business as now conducted and to enter into and perform its obligations of this Contract and each instrument required to be executed by Contractor pursuant to this Contract, and consents to service of process in the State of Florida by entering into this Contract.
 - d. This Contract and each document required to be executed by Contractor pursuant to this Contract has been duly authorized by all necessary action on the part of, and has been or will be duly executed and

delivered by, Contractor, and neither the execution and delivery nor the compliance with the terms and provisions thereof: (i) requires the approval of any other party, except as has been obtained or noted herein; (ii) contravenes any law, judgment, governmental rule, regulations, or order binding on Contractor; or (iii) results in any default under or creates any lien upon any property of Contractor.

- e. This Contract and each document to be executed by Contractor pursuant to this Contract constitutes a legal, valid, and binding obligation of Contractor, enforceable against Contractor, in accordance with the Contract's terms except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws which affect creditor's rights generally and subject to usual equitable principles if equitable remedies are invoked.
- f. To the best knowledge of Contractor, there are no pending or threatened actions before any court or administrative agency against Contractor that: (i) question the validity of this Contract; or (ii) are likely to materially adversely affect this Contract or the financial condition of Contractor.
- g. The goods and services supplied by Contractor to the City pursuant to this Contract will fully conform to the specifications set forth in the Contract Documents, will be of the highest quality, and will be free from latent and patent defects in materials, workmanship, and title, and will be free from defects in design. In addition, the goods and services supplied by Contractor to the City pursuant to this Contract are suitable for, and will perform in accordance with, the purpose for which they are purchased, fabricated, manufactured, and designed or for such other purposes as are expressly specified in this Contract. In the event the City, in the City's sole discretion, determines that any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Contract Documents, the City may: 1) return any nonconforming or defective items to the Contractor or require correction or replacement of the item at the time the defect is discovered, all at the Contractor's sole risk and expense; and/or 2) unilaterally cancel an order or terminate this Contract upon written notice [and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor. The City's acceptance of any product or services shall not relieve the Contractor of its responsibility as provided herein.
- h. The Contractor shall take every necessary precaution against damage to the goods, services, or work, from any cause whatsoever, required by Contractor pursuant to this Contract until final acceptance by the City. Contractor will rebuild, repair, restore, or make good at Contractor's sole expense damages to any portion of the goods, services, or work before its completion and final acceptance by the City. Failure to do so will be at Contractor's own risk. Contractor is not relieved of any requirement of the specifications on the plea of error.

- 4. COMPENSATION/PAYMENT.** City will pay Contractor based upon the respective unit rates/prices in the solicitation document for the full and faithful performance of the Contract. City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et seq., Florida Statutes. Contractor will be paid electronically as an electronic funds transfer (EFT). The City's payment terms are net forty-five (45) days from receipt of complete and correct invoice.

The acceptance by Contractor of final payment due on termination of this Contract will constitute a full and complete release of City from any and all claims, demands, and causes of action whatsoever which Contractor, its successors, or assigns have or may have against City under the provisions of this Contract.

- 5. SUBJECT TO APPROPRIATIONS.** The obligations of the City as to any funding required pursuant to this Contract is limited in any given year to legally available funds, after monies for essential City services have been budgeted and appropriated. Notwithstanding the foregoing, the City may pledge any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

- 6. INDEPENDENT CONTRACTOR.** In the performance of this Contract, Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of

the City. Contractor cannot create any obligation or responsibility on behalf of the City or bind City in any manner. The City cannot create any obligation or responsibility on behalf of Contractor or bind Contractor in any manner. Policies and decisions of the Contractor, which are used in its performance of this Contract, shall not be construed to be the policies or decisions of the City. Each party is acting for its own account and has made its own independent decisions to enter into this Contract and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Contract or any responsibility or obligation contemplated herein. Contractor further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Contractor as an inducement to entering into this Contract. Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures used by Contractor in the full performance of this Contract.

7. INSURANCE.

a. During the term of this Contract, Contractor shall maintain minimum insurance as follows:

Workers' Compensation insurance	Coverage in compliance with Chapter 440, Florida Statutes
Public Liability insurance (other than automobile) consisting of broad form comprehensive general liability insurance including contractual coverage	\$1,000,000.00 per occurrence combined single limit for bodily injury and property damage
Automobile Liability insurance	\$500,000.00 per occurrence for BI/PD combined single limit for bodily injury and property damage, including hired/non-owned vehicles regardless of number of passengers transported

- b. Prior to the Effective Date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as an additional insured (except the City is not an additional insured for Workers' Compensation coverage) and that City will be notified in writing at least thirty (30) days before any such insurance is canceled or materially changed.
- c. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

8. INDEMNIFICATION.

Contractor agrees to and shall defend at Contractor's expense (subject to City's right to choose counsel or defend itself), pay on behalf of, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, and agents (collectively, "Indemnified Parties") from and against any and all liabilities, judgments, losses, claims, demands, damages, fines, fees, expenses, liens, penalties, suits, proceedings, actions, and cost of actions (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses, and reasonable attorneys' fees for trial and on appeal, which Claims of any kind and nature are alleged or found to have arisen out of or to be in any way connected with any of the following, in whole or in part, directly or indirectly:

- a. The Contractor's or its agents', employees', partners', or subcontractors' performance of or obligations under this Contract.
- b. The failure of Contractor or its agents, employees, partners, or subcontractors to comply or conform with any applicable laws, including all applicable federal, state, and local laws, statutes, rules, regulations, and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities having jurisdiction over the matter at issue.
- c. Any negligent act or omission of the Contractor or its agents, employees, partners, or subcontractors, whether or not such negligence is claimed or found to be solely that of the Contractor or its agents, employees, partners, or subcontractors or claimed or found to be in conjunction with the negligence of others, including but not limited to that of any of the Indemnified Parties.
- d. Any reckless or intentional wrongful act or omission of the Contractor or its agents, employees, partners, or subcontractors.

The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by the Contractor pursuant to this Contract or otherwise obtained by the Contractor, and this section will survive the termination or expiration of this Contract with respect to any Claims or liability arising in connection with any event occurring prior to such termination or expiration.

9. **LIMITATION OF LIABILITY.** The City and Contractor each hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the other party. To the fullest extent permitted by law, the City shall not be liable for any incidental, consequential, punitive, exemplary, or indirect damages, lost profits, revenue, or other business interruption damages, including but not limited to, loss of use of equipment or facility. This section will survive the termination or expiration of this Contract.
10. **SOVEREIGN IMMUNITY.** Nothing in this Contract may be interpreted as a waiver of the City's sovereign immunity, as granted under Section 768.28, Florida Statutes, or otherwise.
11. **ANTI-DISCRIMINATION.** Contractor shall not discriminate based on race, color, religion, gender, national origin, marital status, sexual orientation, age, disability, or gender identity, or undertake any other unlawful forms of discrimination in the performance of this Contract. Contractor understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of the Contract. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
12. **LIVING WAGE.** The definitions, terms and conditions of the City's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this Contract. These requirements include that the service contractor/subcontractor: shall pay a living wage to each covered employee during the term of this Contract, including any extension(s) to this Contract; shall maintain records sufficient to demonstrate compliance with the living wage requirements; shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation. Failure to comply with the City's living wage requirements shall be a material breach of this Contract, enforceable by the city through all rights and remedies at law and equity. This section is applicable only if the Effective Date of this Contract is on or before September 30, 2026.
13. **E-VERIFY.** The Contractor shall comply with all applicable requirements of Section 448.095, Florida Statutes, including but not limited to: 1) the Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the

Contractor during the term of this Contract; and 2) the Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Contract. Section 448.095, Florida Statutes, states the statute must be construed in a manner that is fully consistent with any applicable federal laws or regulations, and therefore this section does not apply to this Contract to the extent that this section would be inconsistent with any federal laws or regulations that are applicable to this Contract.

14. ANTI-HUMAN TRAFFICKING. On or before the Effective Date of this Contract and, in addition, on or before the effective date of each renewal or extension of this Contract, the Contractor shall provide the City with an affidavit, pursuant to Section 787.06(13), Fla. Stat., which is signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as those terms are defined in Section 787.06(13), Fla. Stat. This Section applies only to Contractors that are nongovernmental entities.

15. TERMINATION.

a. For Cause. Either City's or Contractor's failure to comply with their respective obligations contained in this Contract will be a material breach of this Contract ("Default"). The non-defaulting party shall provide written notice of Default to the defaulting party ("Notice of Default"). The defaulting party will have thirty (30) calendar days from the effective date of the Notice of Default, as determined by the "Notices" section of this Contract, to cure such Default ("Initial Cure Period"). In the event the nature of the Default is such that it cannot reasonably be cured within such Initial Cure Period, then the cure period will be extended in writing, so long as the defaulting party has commenced to cure such Default within said Initial Cure Period and the defaulting party diligently undertakes and pursues such cure to completion ("Extended Cure Period"). The defaulting party must provide the non-defaulting party with documentation evidencing that the defaulting party is diligently undertaking and pursuing such cure to completion. The foregoing notwithstanding, all monetary Defaults will be deemed capable of cure within thirty (30) calendar days. During the Initial Cure Period or any Extended Cure Period where the Contractor is the defaulting party, the City may suspend any payment otherwise payable pursuant to this Contract until the Default has been cured. Upon the defaulting party's failure to cure such Default within the Initial Cure Period or any Extended Cure Period, as applicable, the non-defaulting party may choose to immediately terminate this Contract in writing and without prejudice to any other rights or remedies the non-defaulting party may have pursuant to law or equity. The non-breaching party may pursue all remedies available at law.

Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

b. Without Cause. Either party may terminate this Contract without cause upon thirty (30) calendar days' written notice to the other party. In the event of such termination, the City will compensate Contractor for any services rendered through the effective date of the termination. Contractor will not be entitled to overhead and profit for the unperformed portion of the Contract.

c. Loss of Funding. In the event City funding for any reason becomes unavailable, the City may terminate this Contract by giving at least twenty-four (24) hours' prior written notice to the Contractor. The City will be the final authority as to the availability of funds. The Contractor will be compensated for services rendered through the effective date of the termination.

16. PUBLIC RECORDS. Florida has a very broad public records law and certain records of the Contractor may be subject to the Florida Public Records Act (Chapter 119, Florida Statutes). By entering into this Contract with the City, the Contractor acknowledges that it will comply with this section and that failure by Contractor

to comply with this section is a breach of this Contract and the City may pursue all available remedies. A request to inspect or copy any public records, as defined in Section 119.011(12), Florida Statutes, relating to this Contract must be made directly to the City. If the City does not possess the requested public records, the City shall immediately notify the Contractor of the request and the Contractor shall, within a reasonable duration of time, either provide the records to the City or allow the records to be inspected or copied. In addition, the Contractor shall:

- a. Keep and maintain all public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion or termination of this Contract if the Contractor does not transfer the records to the City.
- d. Upon completion or termination of this Contract, transfer to the City at no cost to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion or termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352)334-5015, CLERKS@CITYOFGAINESVILLE.ORG, PO BOX 490 GAINESVILLE, FL 32627.

17. DISCLOSURE and CONFIDENTIALITY. Florida's Public Records Act, Chapter 119, Florida Statutes, includes numerous exemptions to the general requirement to disclose information to the public in response to a public records request. Exemptions are found in various provisions of the Florida Statutes, including but not limited to Section 119.071, Florida Statutes (General exemptions from inspection or copying of public records), and Section 119.0713, Florida Statutes (Local government agency exemptions from inspection or copying of public records). Section 815.045, Florida Statutes (Trade secret information), provides that trade secret information as defined in Section 812.081, Florida Statutes (Trade secrets; theft, embezzlement; unlawful copying; definitions; penalty) is confidential and exempt from disclosure because it is a felony to disclose such records. The Parties understand and agree that Florida's Public Records Act is very broad and that documents claimed by a Party to be confidential and exempt from public disclosure pursuant to the Public Records Act may in fact not be deemed such by a court of law. Accordingly, the following provisions shall apply:

- a. Identifying Trade Secret or Otherwise Confidential and Exempt Information. For any records or portions thereof that Contractor claims to be Trade Secret or otherwise confidential and exempt from public disclosure under the Public Records Act, Contractor shall:
 - i. Specifically identify the records or specific portions thereof that are confidential and exempt and reference the particular Florida Statute that grants such status. Provide one redacted copy of the

record and one copy of the record with the confidential and exempt information highlighted. Contractor shall take care to redact only the confidential and exempt information within a record.

- ii. Provide an affidavit or similar type of evidence that describes and supports the basis for Contractor's claim that the information is confidential and exempt from public disclosure.

b. Request for Trade Secret or Otherwise Confidential and Exempt Information.

- i. In the event the City receives a public records request for a record with information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, the City will provide the public record requester with the redacted copy of the record and will notify Contractor of the public records request.
- ii. However and notwithstanding the above, in the event that the City in its sole discretion finds no basis for Contractor's claim that certain information is Trade Secret or otherwise confidential and exempt under Florida's Public Records Act, then the City shall notify Contractor in writing of such conclusion and provide Contractor a reasonable amount of time to file for declaratory action requesting a court of law to deem the requested information as Trade Secret or otherwise as confidential and exempt under Florida's Public Records Act. If Contractor fails to file for declaratory action within the reasonable amount of time provided, then the City will disclose the information requested.
- iii. If a public records lawsuit is filed against the City requesting public disclosure of the information labeled by Contractor as Trade Secret or otherwise as confidential and exempt, the City shall notify Contractor and Contractor shall intervene in the lawsuit to defend the nondisclosure of such information under Florida's Public Records Act.
- iv. Contractor hereby indemnifies and holds the City and its officers and employees harmless from any and all liabilities, damages, losses, and costs of any kind and nature, including but not limited to attorney's fees, that arise from or are in any way connected with Contractor's claim that any information it provided to the City is Trade Secret or otherwise confidential and exempt from public disclosure under Florida's Public Records Act.

18. INTELLECTUAL PROPERTY AND WORK PRODUCT.

- a. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish, or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.
- b. Intellectual Property. Contractor warrants that it owns or has rights to use any and all intellectual property used for the scope of this Contract, including patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes, or products of a particular manufacturer expressly required by the City. Contractor represents and warrants that Contractor shall not infringe a trademark, copyright, patent, trade secret, or any such intellectual property right in the performance of this Contract. In the event of an infringement suit related to or resulting from this Contract, Contractor shall promptly give written notice to the City of the infringement and Contractor represents and warrants that City will not be liable for any damages or royalties if applicable.

- 19. RECORDS AND RIGHT-TO-AUDIT.** Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents, including: 1) financial records and reports relating to use of funding; 2) books, records, documents, invoices, and other evidence and accounting procedures and practices such as will permit the Contractor to sufficiently and properly reflect all direct costs of any nature associated with this Contract; and 3) records sufficient to document Contractor's

performance under this Contract. These records shall be subject at all reasonable times to review, inspect, copy, and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals, claims, or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims. This right to audit and inspect includes a right to interview any employees and clients of the Contractor to be assured of satisfactory performance of the terms and conditions of this Contract.

20. **OPEN DATA POLICY.** Contractor shall comply with the City's Open Data (G-8) policy. See <https://cityofgainesville.github.io/opendata/Open%20Data%20Administrative%20Procedure.pdf>
21. **ADVERTISING.** Contractor shall not publicly disseminate any information concerning this Contract without prior written approval from City, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the City as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of the City in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
22. **DISPUTE RESOLUTION.** Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be administratively decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause, each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Contract. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee. Administrative dispute resolution under this section shall be a condition precedent to bringing a suit to resolve a contract dispute.
23. **APPLICABLE LAW AND VENUE; ATTORNEYS' FEES; WAIVER OF RIGHT TO JURY TRIAL.** This Contract is governed by and must be construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any suit, action, or other proceeding relating to this Contract, venue shall be in Alachua County, Florida, for any state or federal court action and each party agrees not to assert by way of a motion or a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper.

In the event of any legal proceedings arising from or related to this Contract: (1) each Party shall bear its own attorneys' fees except to the extent that Contractor agrees to indemnify City as described in this Agreement, including any appeals; and (2) for civil proceedings, the Parties hereby waive the right to jury trial.
24. **SEVERABILITY.** Any provision of this Contract held by a court of competent jurisdiction to be invalid, illegal, or unenforceable will be severable and may not be construed to render the remainder of this Contract to be invalid, illegal, or unenforceable.
25. **INTEGRATION/MERGER.** This Contract, including the Contract Documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this Contract that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

26. **MODIFICATION AND WAIVER.** The provisions of this Contract may only be amended, modified, or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this Contract shall not be considered a waiver of such right. No waiver of a provision of this Contract will apply to any other portion of this Contract. A waiver on one occasion may not be deemed to be a waiver on other occasions.
27. **CAPTIONS AND SECTION HEADINGS.** Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.
28. **SUCCESSORS AND ASSIGNS.** The Parties to this Contract may not assign, transfer, or subcontract any interest in this Contract without the prior written consent of the other Parties. The Parties each bind the others and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.
29. **NONEXCLUSIVE CONTRACT.** Nothing in this Contract shall be construed to prohibit the City from awarding, authorizing, or directing work to be performed, whether identified in this Contract or otherwise, to vendors other than Contractor.
30. **NONEXCLUSIVE REMEDIES.** Except as expressly set forth in this Contract, the exercise by either Party of any of its remedies under this Contract shall be without prejudice to its other remedies under this Contract or otherwise.
31. **THIRD PARTY BENEFICIARIES.** This Contract does not create any relationship with, or any rights in favor of, any third party.
32. **CONSTRUCTION.** This Contract may not be construed more strictly against one party than against the other merely because it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.
33. **COUNTERPARTS.** This Contract may be executed by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
34. **TIME.** Time is of the essence for this Contract, and Contractor shall complete all obligations and responsibilities by the respective dates specified within this Contract. In computing time periods of fifteen (15) days or less, Saturdays, Sundays, and state or national legal holidays are excluded. Time periods of more than fifteen (15) days will be computed based on calendar days. Whenever a notice or performance is to be done on a Saturday or Sunday or on a legal holiday observed by the City, it will be postponed to the next business day.
35. **FORCE MAJEURE.** Delays in any performance due to: fire, flood, earthquake, windstorm, or sinkhole; war, declaration of hostilities, revolt, civil strife, altercation, or commotion; strike or labor dispute; epidemic; archaeological excavation; or because of an act of God are deemed to be events of Force Majeure and such delays are excused in the manner herein provided. If such party is delayed for any of the events of Force Majeure, the date required for actions required will be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the other party specifying the cause of the anticipated delay, giving its actual or anticipated duration, and weekly thereafter, if such delay is continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify conditions causing a delay and will cooperate with the other party, except for the occurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.


36. NOTICES. The Parties designate the following persons as the primary contact point for purposes of the day-to-day management of this Contract, including without limitation, the receipt of invoices, scheduling of meetings, and questions regarding this Contract. The Parties understand and acknowledge that the below persons may not be the persons authorized to bind the Party with respect to this Contract. For any notice(s) required to be provided pursuant to this Contract, the Parties shall provide written notice to the persons listed below. Any notice(s) required to be given pursuant to this Contract will be effective, notwithstanding claims about actual receipt, upon being sent in writing by either: (1) email (with the sender receiving a read receipt or an acknowledgement that recipient has received the email; an automated message that the email has not been delivered does not constitute notice); (2) hand delivery; (3) certified or registered mail (return receipt requested); or (4) overnight delivery service to the following addresses:

CITY:
City of Gainesville
Regional Transit System
Attn: Jason Garrett
34 SE 13th Road
Gainesville, FL 32601
garrettjp@cityofgainesville.org

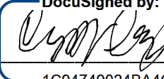
CONTRACTOR:
Elite Auto Center of Gainesville, FL Inc.
Attn: Alex Sweigart
3728 NE 4th Steet
Gainesville, FL 32607
alex@elitetowing.com

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by duly authorized officials on the dates written below.

CONTRACTOR:

DocuSigned by:

Signature: _____
2AD1FE25BA9D4DF...
Print Name: Govinda Romero
Title: Owner
Date: 6/11/2025

CITY OF GAINESVILLE:

DocuSigned by:

Signature: _____
1C94749024BA4C6...
Cynthia W. Curry, City Manager
Date: 6/13/2025

Approved as to form and legality:

Signed by:

City Attorney
09E9E87577694A0...

This form document is a legal instrument approved by the City Attorney. Any deviations must be authorized by the City Attorney. 8/21/2024