



REQUEST FOR PROPOSAL

RFP # 2008.03.13 – Towing Services

ADDENDUM NO. 2

Issued Date: March 27, 2008

In order to facilitate your understanding of the changes made to the Scope of Work we tracked the revisions. As a result, the only scheduled date change will be for **(Q)uestions from proposers now due 5:00 p.m. Tuesday, April 1, 2008.**

Section 5.0 Scope of Work

Herewith is a revised Scope of Work (Pages 59 – 78) representing all the changes that were made to the original document; please review it carefully prior to submitting your proposal.

Section 6.0 Bidder Response Form (Section 6.3c Storage Fees)

Inserted Auxiliary and Special Events for pricing.

Addendum shall be acknowledged in section for the proposal response form.

All other terms and conditions of this RFQ shall remain in full force and effect.

Sincerely,

**Danilo Benedit
Procurement Supervisor**

Receipt Acknowledgement

Print Name and Date

Please Fax 305-261-1601 or Email Contracts@coralgables.com

Please note you must still acknowledge the addendum in Section 6.0 of your package.

CITY OF CORAL GABLES

SECTION 5.0 **SCOPE OF WORK**

**CITY OF CORAL GABLES
PROCUREMENT DIVISION**

5.1 SCOPE AND PURPOSE

This request includes requirements for a Towing Agency that shall provide all categories and classes of tow service as defined by the City of Coral Gables Police Department within the City of Coral Gables.

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Request for tow services shall originate from one of these authorized sources: Police Department to include the University of Miami, Fire Department, Parking Department, Automotive Department, Centralized Valet, and City Manager's Office.

5.2 BASIS OF AWARD

The City will review all Requests for Proposal received to insure compliance of the towing services, and that all requirements of service are addressed.

5.3 STATUTORY REQUIREMENTS

All applicable Federal and State Laws and all rules and regulations of all authorities having jurisdiction over towing services will apply throughout the Request for Proposal and will need to be included.

5.4 RELATIONSHIP

The Request for Proposal does not constitute any form of a contractual agreement or arrangement between the City, and the vendor, and owner. Any or all of the contents of the submitted Proposal may be included or incorporated into a contract.

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Required items must be clearly addressed within this Proposal. Failure to address required items will result in the rejection of the proposal.

5.5 TERMS AND CONDITIONS

The terms and conditions of this section are mandatory for the procurement of the towing services. Towing Agencies must specifically indicate exceptions and options if any, in the Proposal. It is anticipated that these terms and conditions will be included in any contract by mutual agreement. The terms of this contract shall be for a period of two (2) years with three (3) one year renewal options with the same terms and conditions as agreed by both parties.

5.6 COST OF PREPARATION

The City will not be liable for any costs incurred by the respondents in preparing Proposals related to this procurement and the conduct of any negotiations related to the potential Award of Contract.

5.7 RIGHT TO REJECT ANY OR ALL PROPOSALS AND SECTION THEREOF

The City reserves the right to accept or reject any or all proposals or sections thereof, waive technicalities and award in the best interest of the City. Furthermore, the City reserves the right to award without further discussion.

Therefore, Proposals should be submitted initially on the most favorable, but factual, terms that the respondent can purpose.

5.8 AWARD OF CONTRACT

Award of Contract will be made to the Towing Agency who in the judgment of the City has the best ability to meet all specifications.

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5.9 REFERENCES

The City may, with full cooperation of the respondent(s) visit customer facility(ies) to observe operations and consult with references. Specific visits and discussions will be arranged through the respondents.

5.10 SAFETY

Towing Agency will take necessary precautions and will bear sole responsibility for safety and adequacy of the methods and means employed in performing the work. Towing Agency will, at all times, comply with and provide the safeguards required by the City, Federal, State, and local laws, rules and regulations concerning Occupational Safety and Health Act of 1970 (OSHA) all applicable Florida labor laws, regulations and standards in the performance of the work. Materials and equipment furnished under the Agreement will conform to all applicable provisions of OSHA and the associated regulations and standards. Towing Agency will require these warranties of adherence to OSHA from each subcontractor and supplier employed by the Towing Agency in performance of awarded Agreement.

5.11 INDEMNIFICATION

Towing Agency will indemnify and hold the City, its agents, and employees harmless from or due to any injuries or damage, received or sustained by any person or persons during or as a result of any operations connected with this Contract; or by consequence of any negligence (excluding negligence the City, or its agents or employees) in connection with same; or by the use of any improper materials or equipment by or from any act or omission of said Towing Agency or its subcontractors, agents, servants or employees.

Towing Agency further agrees to indemnify and hold the City, its agents or employees harmless against claims or liabilities arising from or based upon the violation of any Federal, State, County, City or other applicable laws or by-laws, ordinances, or regulations by the Towing Agency, its agents associates, or employees.

The indemnification provided above will obligate the Towing Agency to defend at its own expense, or to provide for such defense at the option of the City, of any and all claims or liability arising from or based upon the violation of any Federal, State, County, City or other applicable laws, by-laws, ordinances or regulations by the Towing Agency, its agents, associates, or employees.

Towing Agency will indemnify and hold the City harmless from and against all liabilities, suits, damages, costs and expenses (including attorney's fees) which may be imposed, incurred by or asserted against the City because of Towing Agency, subcontractor, or supplier failure to comply with OSHA or State labor laws for the failure of any of the materials or equipment under the Contract.

The indemnification provided above will obligate the Towing Agency to defend at its own expense, or the provide for such defense at the option of the City, if any and all claims of liability and all suits actions of every name and description that may be brought against the city which may result from the operations and activities under the terms of this Agreement whether the operation or activity be performed by the Towing Agency, subcontractor, or by anyone directly or indirectly employed by either. The Award of this Contract to the Towing Agency will obligate

the Towing Agency to comply with the foregoing indemnity provisions; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

5.12 INSURANCE

The Towing Agency shall maintain insurance at its own expense in the following form and amounts for the duration of the contract. This requirement shall be applied to any subcontractor employed by the Towing Agency.

The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non contributory basis.

Evidence of policy or policies of insurance must be submitted in a form acceptable to the Risk Management Division of Human Resources Department for review and approval. The type of coverage required shall not be less than the following:

1) Insurer Requirements The Towing Agency shall maintain insurance contracts with insurers that have a rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division.

2) Type of Coverage & Limit of Liability Required

a. Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

i. Workers' Compensation - Coverage A

-Statutory Limits (State or Federal Act)

ii. Employers' Liability - Coverage B

- \$1,000,000 Limit - Each Accident

- \$1,000,000 Limit - Disease each Employee

- \$1,000,000 Limit - Disease Policy Limit

b. Garage Liability or Commercial General Liability Insurance written on an occurrence basis including, but not limited to; coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

i. Each Occurrence Limit - \$1,000,000

ii. Fire Damage Limit (Damage to rented premises) - \$100,000

iii. Personal & Advertising Injury Limit - \$1,000,000

iv. General Aggregate Limit - \$2,000,000

v. Products & Completed Operations Aggregate Limit \$2,000,000

c. Business Automobile Liability Insurance or the equivalent coverage contained within a Garage Liability policy covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

i. Owned Auto
Combined Single Limit (Each Accident) - \$1,000,000

ii. Hired Autos
Combined Single Limit (Each Accident) - \$1,000,000

iii. Non-Owned Autos
Combined Single Limit (Each Accident) - \$1,000,000

d. Garage Keepers Legal Liability Coverage with the following minimum limits of liability

i. \$100,000 Each Auto

ii. \$ 500,000 Aggregate

e. On Hook Liability Coverage with the following minimum limits of liability

i. \$100,000 Minimum

3) Minimum Required Form of Coverage (shall be at least as broad as):

a. Workers Compensation

The standard form approved by the State of Jurisdiction

b. Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

c. Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent

d. Garage Liability, Garage Keepers Legal Liability and On Hook Coverage

As a minimum standard, the ISO (Insurance Services Office, Inc.) Coverage Form or their equivalents must be used.

4) Required Endorsements and Provisions that must be contained in policies evidenced to the City of Coral Gables (copies of all required endorsements such must be provided with the Certificate of Insurance)

a. The following endorsements to the policy with City approved language

i. Additional Insured on a Primary & Non-Contributory Basis

ii. Waiver of Subrogation

iii. 30 Day Notice of cancellation, non-renewal or material change in policy
Notice must be addressed as follows:

CITY OF CORAL GABLES
RISK MANAGEMENT DIVISION
2801 SALZEDO STREET, SECOND FLOOR
CORAL GABLES, FL 33134

b. The following provisions shall be included within the standard policy language

i. All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

ii. All insurance and/or self-insurance programs of the City shall be non contributory and the contractors insurance and/or self-insurance shall always be primary.

5) Verification of Coverage

a. Certificate of Insurance acceptable to the City of Coral Gables Risk Management Division. All of the provisions above must be met and evidenced on the certificate of insurance and copies of all endorsements must be provided to the Risk Management Department with the Certificate of Insurance.

i. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ii. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

iii. The city reserves the right to require additional insurance requirements at any time during the course of the agreement

6) Waiver of Insurance Requirements Should the Contractor or Vendor not be able to comply with any of these insurance requirements for any reason, the contractor and/or vendor must write a letter to the Risk Management division on their letter head requesting that a waiver of insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division and shall be granted or denied within 30 days of receipt.

Contractor and/or Vendor is encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. The required amounts of insurance are only a minimum standard to perform work for the City. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses you have executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability are required to be obtained.

We/I, the undersigned, do hereby state that we/I have read and understood the City of Coral Gables Minimum Insurance Requirements

SIGNED: _____ **TITLE:** _____

PRINT _____

COMPANY: _____

5.13 POLICE DEPARTMENT

All Police Department requests for tow service and removal of traffic hazards shall be made through the Communications Center of the Coral Gables Police Department, Technical Services Division.

5.14 FIRE DEPARTMENT

The Fire Chief and/or designee shall authorize towing requests, which will be made through the Communications Center of the Coral Gables Police Department, Technical Services Division. Additionally, Towing Agency will supply, upon the request of the Fire Department, a minimum of fifteen (15) vehicles per year for demolition/training practices at no charge, towed to and from designated facility.

5.15 CITY MANAGER'S OFFICE AUTOMOTIVE & PARKING DEPARTMENT

The City Manager, Automotive Director, Parking Director, or designee(s) shall also authorize towing requests through the Communications Center of the Police Department.

5.16 PERFORMANCE STANDARDS

Towing Agency must adhere to the following specific performance procedures and standards:

5.16.1 Towing Agency must maintain personnel to operate towing equipment and storage facilities twenty-four (24) hours a day, seven (7) days a week. The Towing Agency shall respond to any and all City needs in the case of any man-made or natural disaster(s). Failure to respond according to City needs, as determined by the City, may result in immediate termination. Towing Agency shall have sufficient personnel to staff the facility Monday through Sunday 8 a.m. to 6 p.m. for the purpose of releasing vehicles to owners, and also agrees to provide for the special release of vehicles twenty-four (24) hours a day, seven (7) days a week at the request of a Coral Gables Police Department shift commander for emergency purposes only.

5.16.2 Towing Agency shall provide all classes of towing service, within the City limits of Coral Gables or outside the City limits, if requested.

5.16.3 Tow trucks must proceed to the address provided immediately after the Towing Agency receives the request from the Communications Center. Twenty (20) minutes shall be the maximum allowable response time; however, limited consideration may be given by the City to traffic conditions, or heavy equipment requests, which could result in delays.

5.16.4 Unjustified failure of the Towing Agency to respond within twenty (20) minutes to calls will be deemed to be a demonstrated unwillingness or inability to provide the required standard of service.

5.16.5 All personnel operating tow trucks shall be qualified and experienced in handling equipment safely on the scene, as well as traveling to and from the scene. All tow truck operators shall have a current valid Florida CDL license; and all applicable state endorsements.

5.16.6 Tow truck operators shall comply with all existing Federal, State, County, and City regulations and ordinances at all times.

5.16.9 Towing Agency shall not remove vehicles involved in traffic crashes prior to the arrival of a Coral Gables police unit, and only then, with the permission of the assigned police unit.

5.16.10 Tow truck operators shall be responsible for removing all debris from the street as a result of traffic crashes to which the operator is responding for the City immediately and prior to departure from the scene. This debris shall be placed in a suitable container and removed by tow truck operators and shall, in no case, be left at the curbside.

5.16.11 Towing Agency shall not make any repairs to any towed vehicles during the towing process and/or while vehicles are stored at the place of business in accordance with Florida State Statute 713.78 without the express written consent of the owner or agent of the vehicle.

5.16.12 Towing Agency files shall contain a list of all vehicles on the premises, copies of all itemized bills, copies of Vehicle Storage Receipts of each vehicle, copies of notices sent to vehicle owners, name, address and telephone number of the individual to who each vehicle was released, proof of mailing as required by law and this Agreement, and records of payment by customers. This file must be kept current and available for a minimum of three (3) years.

5.16.13 Forwarding Reports to the Police Department - The towing agency will be responsible for a computerized reporting system, to include the information listed below, that is compatible with the software used by the City of Coral Gables. This requirement will be facilitated through the City's IT Department representative.

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Further, the Towing Agency shall be responsible for forwarding to the Police Department on a monthly basis along with payment:

1. A numbered invoice for each and every vehicle towed indicating the following:

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- a. Name of the licensee and of the natural person physically providing the service.
- b. Decal number of the towing vehicle or equipment or car carrier used to provide the service.
- c. Date and time that the service was requested.
- d. Name, address and telephone number of the person requesting the service.
- e. Time of arrival on scene, time of departure from scene of tow, and time of arrival at tow facility or owner requested destination.
- f. C.G.P.D. case number
- g. Year, make, and model of vehicle towed
- h. Tag and VIN number
- i. Towing Agency invoice number
- j. Location of accident
- k. Destination of tow
- l. Any additional costs clearly defined
- m. Date and time vehicle was released

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2. Copies of all Coral Gables Police Department Vehicle Storage Receipts for vehicles released, together with a copy of the completed numbered invoice for the vehicles released.

3. A log of all tows.

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4. An Impound/Notification log indicating date, time and method of notification to the registered owner of an impounded vehicle.

5. Itemized list of all junked vehicles with authorization copies attached.

The Information is to be forwarded to the Police Department by the 20th of the following month.

5.17 CANCELLATION OF TOWING SERVICE

City reserves the right to cancel a service request of the Towing Agency at any time up to the time of the hookup without charge. Such cancellation would be made through the same sources that generate requests, as listed in this Agreement. Cancellation may also be authorized at the scene by a Police Officer.

In the event hookup has taken place and it is necessary to drop vehicle prior to commencing a tow, a charge of the regular towing rate, according to the class of tow, may be made. In the event an owner may drive the automobile, only needing to pull the bumper or fender away from the wheel, a charge not exceeding the regular towing rate, according to the class of tow, may be made, if this service is performed.

5.18 EMPLOYEES

The personnel of every qualified Towing Agency (including principals, agents and employees) are required to have a background investigation conducted during the hiring process and a background check annually thereafter, to include, prior arrests, warrants and driver license status. This service will be provided by a private contractor, approved by the City of Coral Gables and paid for by the tow agency. Notification of any change in such personnel shall be furnished to the City of Coral Gables Police Department within seventy-two (72) hours of such change.

5.19 STORAGE AREAS

Qualifying storage facilities and offices shall be contiguous to one another and shall not be more than seven hundred and fifty (750) feet apart. Towing Agency may use additional properties for overflow storage, which may not be more than one (1) mile away from qualifying property. Qualifying property must have at least one hundred (100) outside and five (5) inside storage spaces and be within ten (10) driving miles of the William G. Kimbrough Public Safety Building located at 2801 Salzedo Street., Coral Gables, FL 33134.

All Towing Agency storage areas must conform to applicable zoning requirements existing now and in the future. All impounded vehicles at Towing Agency storage site shall be kept within the confines of the facility and not upon the public streets and/or sidewalks of public property.

At the request of the City, for purposes of processing and/or investigation, the Towing Agency may be directed to tow a vehicle to a City facility. Except for forfeited vehicles, these impounded vehicles will be released to the Towing Agency after processing/investigation has been completed. There will be no charge to the City of Coral Gables. Towing Agency storage areas must display identifying signs clearly visible from the street, in conformance with zoning regulation, to enable persons seeking to locate Towing Agency, to easily identify same.

During normal business hours (8:00 a.m. to 6:00 p.m.), owner of stored vehicle or designated representative by notarized power of attorney, shall be allowed to view vehicle, after "proper documentation" has been provided. ~~Personal property that is not affixed to the vehicle may be removed by owner, or designated representative in accordance with the Dade County Towing Ordinance in Article III of Chapter 30 of the Code of Metropolitan Dade County. Any other requests shall remain at the discretion of the Towing Agency. Towing Agency shall not charge any storage and/or administrative fee for an owner or designee to recover items from stored vehicle.~~

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Towing Agency must provide security for impounded vehicles and assume responsibility for any article of value left in the vehicle, whether or not listed on the Vehicle Storage Receipt or Towing Report. Towing Agency agrees to replace any such article(s) or compensate the insured person

upon verification of the loss by the designated investigative officer of the Coral Gables Police Department or local agent if the loss occurs outside the City of Coral Gables.

Prior to removing the vehicle from the scene, tow agency personnel shall verify the inventory of contents and the vehicle as listed on the Vehicle Storage Receipt and/or Towing Report. Discrepancies shall be reported immediately to the designated investigative officer of the Coral Gables Police Department.

Vehicles held for forfeiture or investigation will only be released to the police officer that requested the "HOLD" or to the Police Chief, or its designee if the original officer is not available. In addition to the required outside minimum of one hundred (100) storage spaces, the Towing Agency must provide a completely enclosed inside storage area for at least five (5) vehicles. Said area must be designed so that it may be secured from unauthorized entry when required by the Police Department and will be restricted to authorized entry when required by the Police Department and will be restricted to authorized police officials for technical processing when require Storage area must be within ten (10) miles of the William G. Kimbrough Public Safety Building located at 2801 Salzedo Street, Coral Gables, FL 33134.

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5.20 TOWING EQUIPMENT/CLASS REQUIREMENTS/STRUCTURE CLASS OF TOWED/IMPOUNDED VEHICLES

The Towing Agency must have registered in its name, or be a part of a first party lease, the following classes of tow trucks/car carriers as required by the City of Coral Gables. The listing of classed is also for clarification of towing equipment groups.

5.21 CLASS REQUIREMENTS

Wreckers & Slide Back Carriers shall meet the following minimum ratings:

Class "A"

Class "A" Wrecker: Minimum 4

- (a) Commercially manufactured unit, with a rated capacity of not less than 10,000 pounds, GVW
- (b) Cab to axle dimension of not less than 56 inches
- (c) Dual rear wheels
- (d) Commercially manufactured boom with a minimum capacity of 8,000 pounds
- (e) Hydraulically operated winch(es) with a minimum total winching capacity of 8,000 pounds
- (f) One hundred (100) feet of 3/8 inch cable per winch
- (g) Wheel lift with a retracted rating of not less than 3,500 pounds and an extended rating of not less than 2,000 pounds
- (h) Tow sling with a safe lift rating of 3,500 pounds
- (i) Two (2) 3/8 inch high test safety chains
- (j) Dolly equipped
- (k) One (1) motorcycle sling
- (l) Four-way lug wrench
- (m) One (1) pair of jumper cables

Class "A" Slide Back Car Carrier: Minimum 4

- (a) Commercially manufactured unit, with rated capacity of not less than 10,000 pounds, GVW

- (b) Cab to axle dimension of not less than 102 inches
- (c) Dual rear wheels
- (d) Seventeen (17) feet or longer hydraulically operated slide back of tilt bed
- (e) Hydraulically operated winch(es) with a minimum total winching capacity of 8,000 pounds
- (f) Sixty-five (65) feet of 3/8 inch cable
- (g) Two (2) tie down chains, each ten (10) feet in length
- (h) Four-way lug wrench
- (i) One (1) pair of jumper cables

Class "B"

Class "B" Wrecker: Minimum 1

- (a) Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds, GVW
- (b) Cab to axle dimension of not less than 84 inches
- (c) Commercially manufactured hydraulic boom(s) with a minimum total capacity of 16,000 pounds
- (d) Hydraulically operated winch(es) with a minimum total winching capacity of 16,000 pounds
- (e) Two hundred (200) feet of 1/2 inch cable per winch
- (f) Under reach with a retracted rating of not less than 6,000 pounds and an extended rating of not less than 4,000 pounds
- (g) Two (2) 5/16 inch alloy safety chains
- (h) Tow bar equipped
- (i) Two (2) snatch blocks, minimum 8,000 pound capacity each
- (j) Two (2) scotch blocks
- (k) Brake lock
- (l) Six (6) to eight (8) feet of extra towing chain with hooks, minimum 4,000 pounds capacity
- (m) Four-way lug wrench
- (n) One (1) pair of jumper cables

Class "B" Slide Back Car Carrier: Minimum 1

- (a) Commercially manufactured unit, with a rated capacity of not less than 18,000 pounds, GVW
- (b) Cab to axle dimension of not less than 138 inches
- (c) Dual rear wheels
- (d) Twenty one (21) feet or longer hydraulically operated slide back or tilt bed
- (e) Hydraulically operated winch with a minimum winching capacity of 8,000 pounds
- (f) One hundred (100) feet of 3/8 inch cable
- (g) Two (2) tie down chains, each ten (10) feet in length
- (h) One (1) snatch block, minimum 8,000 pound capacity
- (i) Four-way lug wrench
- (j) One (1) pair of jumper cables
- (k) Commercial Non-restricted license plate

Class "C"

Class "C" Wrecker: Minimum 2

- (a) Commercially manufactured unit, with a rated capacity of not less than 30,00 pounds, GVW

- (b) Cab to axle dimension of not less than 144 inches
- (c) Commercially manufactured boom(s) with a minimum capacity of 50,000 pounds
- (d) Winch(es) with a minimum total winching capacity of 50,000 pounds
- (e) Two hundred (200) feet of 5/8 inch cable per winch
- (f) *Under reach with a retracted rating of not less than 25,000 pounds and an extended rating of not less than 12,000 pounds
- (g) Rear support jacks or outriggers
- (h) Two (2) ½ inch alloy safety chains
- (i) Tow bar equipped
- (j) External air hook-up and hoses to supply air disabled vehicles
- (k) Two (2) snatch blocks, minimum 24,000 pounds capacity each
- (l) Two (2) scotchblocks
- (m) Spring brake air lock
- (n) Six (6) to eight (8) feet of extra towing chain hooks minimum 4,000 capacity

*Where two (2) Class "C" wreckers are required, at least one (1) shall be under reach equipped.

Class "D"

Class "D" Wrecker: (in lieu of 2 Class "C") **Minimum 1**

- (a) Commercially manufactured unit, with a rated capacity of not less than 52,000 pounds, GVW
- (b) Cab to axle dimension of not less than 180 inches
- (c) Commercially manufactured boom(s) with a minimum total capacity of 70,000 pounds
- (d) Hydraulically operated winch(es) with a total winching capacity of 70,000 pounds
- (e) Two hundred (200) feet of ¾ inch cable per winch
- (f) Under reach with a retracted rating of not less than 45,000 pounds and an extended rating of not less than 15,000 pounds.
- (g) Rear support jacks or outriggers
- (h) Tow sling with a safe lift rating of 12,000 pounds
- (i) Two 2½ inches alloy safety chains
- (j) Tow Bar equipped
- (k) External air hookup and hoses to supply air to disabled vehicles
- (l) Two (2) snatch blocks, minimum 24,000 pounds capacity each
- (m) Two (2) scotch blocks
- (n) Spring brake – air lock
- (o) Six (6) to eight (8) feet of extra towing chain with hooks, minimum 4,000 pounds capacity

ADDITIONAL REQUIRED EQUIPMENT

48' Hydraulic Rollback Tractor-Trailer 102" wide. **Minimum 1**

1 Triaxle Boat Trailer able to haul (1) 30' boat. **Minimum 1**

Please complete the Equipment List in Section 6.0 Bidders Response Forms.

BASIC RATE STRUCTURE CLASSES OF TOWED/IMPOUNDED VEHICLES

- a) Class A and Class E: Towed Vehicle gross vehicle weight rating of less than 10,000 lbs.
- b) Class B: Vehicle in tow has a gross vehicle weight rating of 10,000 lbs. but less than 15,000 lbs.
- c) Class C: Vehicle in tow has a gross vehicle weight rating of 15,000 lbs. but less than 30,000 lbs.
- d) Class D: Vehicle in tow has a gross vehicle weight rating greater than 30,000 lbs.

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Deleted: - a vehicle with a gross vehicles weight (G.V.W.) of up to 9,999

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(d) -

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5.21.1 Towing Agency shall equip all towing equipment as required by the **City of Coral Gables Police Department**, and maintain all towing vehicles equipped in such a manner throughout the entire Agreement period.

Towing Equipment

1. 1 five gallon bucket-oil dry
2. Boxes of reflectors
3. 1 push broom
4. 1 square shovel
5. 12 flares
6. 1 pair bold cutters
7. 1 crow bar
8. 1 flash light
9. 2 sets of chains
10. 1 four-way lug wrench
11. 1 pair of jumper cables
12. 1 five gallon trash bucket
13. 1 fire extinguisher (CO2 dry chem..)

5.22 SPECIAL EVENTS TOWING

The Police Department shall have sole discretion in the utilization of Towing Agencies for special events.

Please provide the proposed rates in Section 6.0 Bidders Response Forms.

Deleted: Charges for these special events sponsored and/or operated by the City shall be at a prorated or flat rate.¶

5.23 INSPECTION OF FACILITIES AND/OR EQUIPMENT

Inspection of facilities and/or equipment shall be made by members of City of Coral Gables Police Department. These inspections shall be made at any time deemed appropriate by the City.

Towing Agencies shall have all required equipment as detailed in the Proposal specifications on all vehicles at all times while engaging in towing service for the City.

5.24 LICENSES, PERMITS, ETC.

Towing Agency must possess all necessary licenses from the City and any other permits, which may be required to perform business in the City. Towing Agency must also possess all the licenses and permits necessary from Miami-Dade County to operate said Towing Agency. All licenses and permits must be kept valid throughout the term of this Agreement.

5.25 COMPLAINTS AGAINST TOWING AGENCIES/DRIVERS

In the event a complaint by a member of the public is filed about the Towing Agency, the department receiving the complaint shall notify the Coral Gables Police Department and Towing Agency. If the complaint is in written form, a copy shall be furnished to the Towing Agency upon request at not cost.

A written reply of the complaint must be forwarded to the Coral Gables Police Department, Specialized Enforcement Division Commander, within twenty (20) working days. The complaint shall be evaluated by the Coral Gables Police Department, in conjunction with the City Manager's Office, to determine if the complaint should be the basis of suspension or termination

of the Contract. Files shall be kept by the Coral Gables Police Department, Specialized Enforcement Division, about Towing Agency complaints.

The City reserves the right to prohibit Towing Agency employees from working within the City limits if complaints have been filed.

5.26 MAXIMUM RATES

Towing rates set forth in this Agreement shall be posted in easily legible form at the point of payment for the customer.

The applicable rates shall depend upon the requirement of the towed vehicle, rather than the actual wrecker class utilized.

Rates covering services not indicated are prohibited without advance written approval of the City Manager or designee.

Maximum rates shall include hookup, unlocking vehicle doors, use of dollies, dropping of linkage, initial sixty (60) minutes on scene, transport of the vehicle and all other services provided in connection with the transport of the vehicle from the location of vehicle to be towed to the designated storage site, excluding transportation cost for locations outside Coral Gables City limits.

An additional tow truck on any class when required, by the officer on the scene, shall also be charged at the towing rates set by this Agreement.

Please provide the proposed rates in Section 6.0 Bidders Response Forms.

5.27 DEFINITIONS OF POLICE TOW, PRIVATE TOW (NON-POLICE TOW) AND CITY TOW.

Deleted: vs.

A Police tow is **not defined** by the means in which the contracted tow company receives the call for service, as the police department makes all requests for tow services for record keeping purposes

All tows within the City of Coral Gables are classified as either Police tows, Private tows (Non-Police) or City tows. The definitions of these three types of tows are:

A police tow is the mandated removal of a vehicle (or vessel) from a particular location, which is then taken to a pre-determined place, controlled by the police department for investigative purposes, and said vehicle is not available for immediate release back to the owner or designee.

A private tow is the removal of vehicle (or vessel) from a particular location, which is then taken to a pre-determined place, whether a tow yard, repair facility, etc. and is available for immediate release back to the owner or designee. Includes, but not limited to, tows resulting from traffic crashes/accidents, parking violations and University of Miami tows.

A City tow is the removal of a City owned vehicle (or vessel) from a particular location, which is then taken to a pre-determined place.

5.28 UNDERWATER RECOVERY SERVICES

The above listed hourly labor and waiting time charges, based on 15 minute intervals, are the maximum allowable rates (per hour according to wrecker class and service required) also for recovery from salt or fresh water. An additional tow truck on any class when required shall also be charged at the regular towing rates set by this Agreement.

If required, a Certified Diver shall be provided by the City.

5.29 TOWING AGENCY ADMINISTRATIVE SERVICES BASIC RATE

Include a maximum charge, not exceeding \$30.00 (not as an automatic add-on), but only when required to comply with **Florida State Statutes** may be imposed by the Towing Agency for administrative services.

Deleted: administrative rate

This charge refers to and includes verification of public V.I.N., search of vehicle for ownership information, preparation and processing of paperwork, owner/lien holder information search, preparation and mailing of the notification letter to true or assumed owner, as the case may be. Fees required by out-of-state Governmental Agencies, may be added to the above charges. All mailings to owners, lien holders, and governmental agencies (for ownership/lien holder information requests) will be sent by certified mail. This charge will not be imposed by the Towing Agency during the first twenty-four (24) hours of impoundment.

Failure to provide owner/lien holder notification as per **Florida State Statutes** shall void any and all claims of storage charges by the Towing Agency for the impounded vehicle. Towing Agencies are required to notify all out-of-state owner/lien holder with every possible good faith effort upon receipt of ownership/lien holder information that the Towing Agency has promptly requested from governmental agencies as stated in **Florida State Statutes**.

Auxiliary Charges

Any auxiliary services (e.g. lowboy tractor trailer or use of air bag recover system) are to be performed only if required and appropriate.

(1) Low-boy Tractor Trailer

(2) Air Cushion Recovery

Additionally, Towing Agency shall not charge a fee, e.g. "gate fee," for allowing the owner/agent to remove the released vehicle from their property or the Towing Agency moving the vehicle to a location where the owner/agent can take possession of the vehicle.

Please provide the proposed rates in Section 6.0 Bidders Response Forms.

5.30 STORAGE RATES

Daily rates for vehicle storage are based on a twenty-four (24) hours a day, or fraction thereof, each day starting at 12:01 a.m. The initial twenty-four hours of storage shall be without charge. Thereafter, the daily rate shall apply, according to type of vehicle stored, with each fraction of a day counting as one full day.

Failure to provide owner/lien holder notification shall void any and all claims of storage charges by the Towing Agencies for the impounded vehicle. Towing Agencies are required to notify all

out-of-state owner/line holder with every possible good faith effort upon receipt of ownership/lien holder information that the Towing Agency has promptly requested from Governmental Agencies as stated in **Florida State Statutes**.

5.31 APPLICABILITY OF RATES AND CHARGES

The rate structure applied and charged by the Towing Agency shall depend upon the requirements of the vehicle(s) to be removed and upon the needs and conditions of the particular situation to which Towing Agency is called, regardless of the actual tow truck and/or equipment used. The class of wrecker and type of equipment to be dispatched shall be the responsibility of the officer on the scene, the Desk Sergeant or Coral Gables Police Department Division Shift Commander.

5.32 BILLING

Towing Agency agrees to itemize all invoices fully on standardized format (computerized) acceptable to the City, to number all invoices to correspond with the Coral Gables Police Department Vehicle Storage Receipt number and keep copies of all bills and invoices on file for a minimum of three (3) years. Such copies shall be provided to the City upon request.

Itemization of bills shall detail specific types of services performed and/or equipment used, conforming to the description and wording provided herein (i.e., Class "A" Maximum Rate, additional mileage and all data necessary to fulfill requirements of 3.5.14) When bringing vehicles to Towing Agency storage facility, Towing Agency shall note arrival and departure times on vehicle tow slip.

On each and every vehicle towed from within the City of Coral Gables, including the University of Miami, and centralized valet locations, by Towing Agency, at the request of the City, there shall be an "Administrative Charge" of \$25.00 dollars. This fee shall be paid to the City on a monthly basis by the 20th of the following month. Failure to pay by the 20th of the following month will result in an interest penalty of 1.5% per month.

5.33 COLLECTION AND PAYMENT

Payments to Towing Agency operating under this Agreement shall be made by vehicle owner or designee, upon receipt of itemized invoices for services rendered. Towing Agency shall accept payment for charges from the vehicle owner or authorized representative in any of at least two of the three following forms:

- (1) Cash, money order or valid traveler's check
- (2) Valid bank credit card
- (3) Valid personal check showing on its face the name and address of the vehicle owner or authorized representative.

A vehicle owner or authorized representative shall not be required to furnish more than one (1) form of picture identification when payment is made by valid bank credit card or personal check, and said presentation shall constitute sufficient identity verification.

Deleted: Agency shall accept cash, at least one issued Bank Card, or a cashier's check issued by Miami-Dade or Broward County Bank in payment of any charges.

5.34 ETHICS AND CONDUCT

Towing Agency agrees to conduct business in an orderly, ethical, business like manner, and to use every means to obtain and keep the confidence of the motoring public.

- (1) Personnel shall conduct themselves in a courteous and professional manner so as not to bring any undue criticism to the City.

- (2) The owner of Towing Agency shall be responsible for ensuring that all of operational personnel shall be of previous and continuous good moral character.
- (3) Giving gratuities to any employee of **the City of Coral Gables** is prohibited and any violation hereof by a Towing Agency shall, at the discretion of the City Manager, constitute grounds for the summary and immediate revocation of this Agreement.

5.35 SUSPENSION PROCEDURES

- 5.35.1 The Towing Agency may be suspended for any violation of the provisions of this Agreement.
- 5.35.2 Should any of the aforementioned violations of the provision of this Agreement continue, **the City Manager** or designee may terminate the Contract of the Towing Agency.
- 5.35.3 By accepting the Agreement, the Towing Agency agrees to the reasonableness of suspension procedures and that the same are necessary to enable the City to fulfill its duties of safety and control of City highways.

5.36 CANCELLATION OF CONTRACT

The Contract may be canceled, without cause, by either party with thirty (30) days advance written notice.

The City may, by written notice to the Towing Agency, terminate the Contract immediately if the Agency has been found to have failed to perform services in a manner satisfactory to the City. The City shall be the sole judge of non-performance.

5.37 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local Government.

5.38 OWNERSHIP OF DOCUMENTS

All documents developed by Towing Agency under this Agreement shall be delivered to the City by said Towing Agency upon completion of the service required pursuant to this Agreement and shall become property of the City, without restriction or limitation on its use. Towing Agency agrees that all documents maintained and generated pursuant to this contractual relationship between City and Towing Agency shall be subject to all provisions of the **Public Records Law, Chapter 119, Florida State Statutes**.

It is further understood by and between the parties that any information, writings, maps, contract documents, reports or any other matters which are given by the City to the Towing Agency pursuant to this Agreement shall, at all times, remain the property of the city and shall not be used by Towing Agency for any other purposes whatsoever without the written consent of the City.

5.39 NON-ELIGIBILITY

The obligations undertaken by the Towing Agency pursuant to this Agreement shall not be delegated or assigned to any person or firm unless the City first consents in writing to the performance or assignment of such service or any part thereof by another person or firm.

5.40 AUDIT RIGHTS

The City reserves the right to audit the records of the Towing Agency which pertain to this Agreement at any time during the performance of this Agreement for a period of three (3) years after final payment is made under this Agreement.

5.41 CONFLICT OF INTEREST

Towing Agency covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Towing Agency further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Towing Agency or its employees must be disclosed in writing to the City.

5.42 INDEPENDENT CONTRACTOR

The Towing Agency, its employees, and agents shall be deemed independent contractors, and not agent or employees of the City, and shall not attain any rights or benefits under the Pension Ordinance of the City, or any right generally afforded classified or unclassified employees; further and shall not be deemed entitled to the Florida Worker's Compensation benefits as an employee of the City.

5.43 NON-DISCRIMINATION

The Towing Agency agrees that it shall not discriminate as to race, sex, color, age, creed, national origin, or disability, in connection with its performance under this Agreement.

Furthermore, that no otherwise qualified individual shall, solely by reason of race, sex, color, age, creed, national origin, or disability, be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

In connection with the conduct of its business, including rendition of services and employment of personnel, Towing Agency shall not discriminate against any person on the basis of race, color, creed, handicap, age, sex, or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

5.44 DEFAULT PROVISION

In the event that the Towing Agency shall fail to comply with any term or conditions of this Agreement or fails to perform any of the terms or conditions contained herein, then the City, at its sole option, upon written thirty (30) days' notice to the Towing Agency, may cancel and terminate this Agreement, and all payments, advances, or other compensation paid to the Towing Agency by the City, while the Towing Agency was in default of the provisions herein contained, shall be forthwith returned to the City.

5.45 AMENDMENTS

The City may, at its discretion, amend the Agreement to conform with changes in applicable City, County, State and Federal laws to conform with City objective. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties. Such amendments shall be incorporated as a part of this Agreement upon reviews, approval and execution by the parties hereto.

We, the undersigned, do hereby state that we have read and understood all items in the Special Conditions.

SIGNED: _____ **TITLE:** _____
Please sign and print or type name

COMPANY: _____ **DATE:** _____

TOW SERVICES BIDDER RESPONSE FORM
STORAGE/ AUXILIARY/
SPECIAL EVENTS
FEES

STORAGE	SECURED POLICE STORAGE RATE FOR INVESTIGATIONS	PRIVATE STORAGE RATE
<u>Any Vehicle</u> First twenty-four (24) hours	No Charge	No Charge
<u>Motorcycles</u> Daily Rate Class "A" and "E"		
<u>Passenger Vehicles</u> Daily Rates Class "A" and "E"		
<u>Vehicles</u> Daily Rates Class "B" and "C" Including trucks over 3/4 tons, boats (one charge, with or without trailer), and/or property in excess of twenty-one feet (21' 0") in length.		
<u>Inside Storage</u> An additional daily rate may be charged for inside storage upon written direction of the City of Coral Gables Police Officer on the tow slip, or with signed consent of the owner		
AUXILIARY	LOWBOY/TRACTOR TRAILER	AIR BAG/SHOCK RECOVER
<u>Auxiliary Charges (Hourly Rate)</u> Any auxiliary services (e.g. lowboy tractor trailer or use of air bag recover system) are to be performed only if required and appropriate.		
SPECIAL EVENTS	PRO-RATED	FLAT RATE
<u>SPECIAL EVENTS TOWING</u> Charges for special events sponsored &/or operated by the City.		