



REQUEST FOR PROPOSAL

RFP # 2008.03.13 – Towing Services

ADDENDUM NO 3

Issued Date: April 3, 2008

Please note revisions and be advised the following questions were received before the deadline for questions stipulated in the RFP. The questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the (Q)uestions from prospective proposers and the City's (A)nswers to those questions.

Section 1.12 Evaluation Criteria

Evaluation Criteria	Original	New
Equipment	35	30
Experience	30	15
Presentation	15	10
Pricing	10	20
References / Background	10	25

Section 2.1 Examination of Site

The mandatory pre-proposal conference is scheduled for 10:00 a.m. The correct time was **11:30 a.m.** as advertised and noted on the Schedule of Events.

Section 2.15 Conflict of Interest/Code of Ethics

Complete Chapter on Conflict of Interest and Code of Ethics on page #23; please refer to page #22. Complete chapter on Cone of Silence on page #21; please refer to page 20.

Section 2.35 Protest Procedures

Complete chapter on Formal Solicitations Protest Procedures on page #31; please refer to page 30.

Q1. Should the Vendor Performance Evaluation (page 46) be given to other police departments that the vendor is working with?

A1. No. Upon contract award, the City may use the form to evaluate services.

- Q2. What method of submittal is preferred for the reports electronic, fax, mail (section 5.16.13?)
- A2. Both electronic and a hard copy which may be mailed or delivered, but both must be received prior to the monthly deadline.
- Q3. Will the City facilitate the software program for reporting needs (section 5.16.13?)
- A3. If you mean provide, no we will not provide the program. The vendor will work with our IT department to discuss what software programs will be compatible with our system. Our system is fairly flexible and compatible with a wide variety of software programs on the market.
- Q4. Does the inside storage have to be on towing yard or adjacent to the property?
- A4. The inside storage may be "adjacent" but needs to be monitored in some way to ensure that vehicles are not tampered with in any way as these vehicles are most likely part of an investigation.
- Q5. Are the 100 outdoor storage spaces in addition to any existing police contracts?
- A5. No, but you must be able to articulate that you have the volume of spaces to always facilitate the needs of the vehicles towed from the City of Coral Gables.
- Q6. Please provide a copy of the rates being charged now (section 5.26).
- A6. Attached is a copy of the submitted pricing from our current contract with Downtown Towing. See attachments A1/1-3.
- Q7. Does the City of Coral Gables have a towing license (section 5.24)
- A7. No, we own two tow trucks, but we only use them to tow City vehicles.
- Q8. Will the City consider a fuel surcharge adjustment based on fuel increases?
- A8. Yes we will consider a surcharge; however, we would want specific information indicating the increase in costs due to the services provided to the City of Coral Gables and a meeting discussing same to come to a mutually agreeable charge prior to any charges being assessed to a vehicle owner.
- Q9. Where does it specify the towing miles for the City?
- A9. Please refer to Section 5.19 last paragraph.
- Q10. Are required forms for RFP 2008-03-13 available online?
- A10. No.

- Q11. Please clarify whether this Point Designation will be analyzed and assessed based on individual rate proposals as set forth by categories on the Towing Services Bidder's Response Form (Vehicle Rates) on Section 6.3b of the RFP, or whether the Points for Pricing Criteria will be assessed based on total of the individual rates proposed.

If the Pricing Point Designation will be assessed based on unit prices, how will the 10 points be allocated or distributed among the different categories?

- A11. The evaluation committee members will be asked to subjectively evaluate based on both individual and totals scoring points, and to take into consideration that most of the tows in the City of Coral Gables are class "A" tows.
- Q12. With regard to the storage rate wherein it states that there shall be no charge for the first 24 hour period, yet a day shall commence at 12:01 a.m., please clarify as the policy proposed differs greatly from the statutory position articulated in F.S. 713, as well as the procedures set forth in other municipalities. We request a clarification, for example, in the following scenarios so that we understand the proposed billing procedure correctly.
- a. If a vehicle is towed at 8:00 p.m. on a Wednesday, and the customer picks up his vehicle prior to 8:00 p.m. on Thursday, the following business day, does that constitute one day and/or the first 24 hour period?
 - b. If the customer picks up the vehicle at 10:00 p.m. on Thursday, instead of 8:00 p.m., please advice as to the appropriate charge?
 - c. If the customer picks up the vehicle at 8 am on Friday, instead of 10:00 pm on Thursday, please advice as to the charge.
- A12. We do not want to charge for the first 24 hours of storage. When a vehicle is logged in the storage facility the clock starts. The first 24 hours will be at no charge. The hours between that time and the first Midnight 12:01 will be at a fraction of the day prorated by the hour. From that point on, each fraction of a day counts as one full day.
- Q13. The postal rate for certified mail is in excess of \$5.00 each. The administrative fee, if charged, should be a function of the number of persons required to be notified, pursuant to Florida Statute.

Is the company allowed to charge for postage and third party costs, in addition to the Administrative Fee?

A13. Yes.

Q14. Please be advised that there are several items as to the insurance requirements which are of question.

a. There are only a very few "A" rated insurance companies available to the towing industry. Will a "B+" rated company suffice for the purposes of the proposed contract?

b. The workers compensation limits are substantially higher than the requirements set forth by other municipalities as well as the State statutory limits. Please advice, if the number proposed in the Request for Proposal is an accurate reflection of the City's requirements?

c. All vehicles owned by Downtown Towing are covered under the on-hook and cargo portion of the policy, or the garage keeper's legal liability. Do these provisions satisfy the requirements for the property coverage articulated in the RFP?

d. "Any Auto" is not available on towing insurance policies. Is "Scheduled Auto" acceptable coverage?

A14. Attached is a copy of the minimum insurance requirements. See attachments A2/1-4.

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

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

Sincerely,

**Danilo Benedit
Procurement Supervisor**

A1-1

(1) CLASS "A" AND "E" Vehicle		PROPOSED RATE
(a) Maximum Towing Rate	\$85.00	a) <u>\$55.00</u>
(b) City Administrative Rate	\$70.00	b) <u>\$15.00</u>
(c) Mileage Rate	\$15.00	c) <u>\$3.00</u>
(d) Labor, waiting time after initial sixty (60) minutes	\$3.00 per mile	d) <u>\$13.75</u>
	\$15.00 each 15minutes	
(2) CLASS 'B' Vehicle		
(a) Maximum Towing Rate	\$120.00	a) <u>\$100.00</u>
(b) City Administrative Rate	\$105.00	b) <u>\$15.00</u>
(c) Mileage Rate	\$15.00	c) <u>\$3.50</u>
(d) Labor, waiting time after initial sixty (60) minutes	\$3.50 per mile	d) <u>\$25.00</u>
	\$26.25 each 15 minutes	
(3) CLASS "C" Vehicle		
(a) Maximum Towing Rate	\$150.00	a) <u>\$125.00</u>
(b) City Administrative Rate	\$135.00	b) <u>\$15.00</u>
(c) Mileage Rate	\$15.00	c) <u>\$4.50</u>
(d) Labor, waiting time after initial sixty (60) minutes	\$4.50 per mile	d) <u>\$31.25</u>
	\$33.75 each 15 minutes	
(4) CLASS "D" Vehicle		
(a) Maximum Towing Rate	\$180.00	a) <u>\$150.00</u>
(b) City Administration Rate	\$165.00	b) <u>\$15.00</u>
(c) Mileage Rate	\$15.00	c) <u>\$5.00</u>
(d) Labor, waiting time after initial sixty (60) minutes	\$5.00 per mile	d) <u>\$37.50</u>
	\$41.25 each 15 minutes	

A1-2

NOTE: MILEAGE FEES SHALL NOT BE CHARGED FOR TOWING A VEHICLE TO A DESIGNATED CITY STORAGE FACILITY. MILEAGE FOR TOWING VEHICLES OUTSIDE CITY LIMITS TO A NON-CITY STORAGE FACILITY OF OWNER'S CHOICE SHALL BE ACCORDING TO CLASS MILEAGE RATE FROM POINT OF PICKUP. FIRST THREE MILES SHALL BE AT NO CHARGE.

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

Trailer: Additional charges for use of a boat trailer when authorized by a City of Coral Gables Police Officer, shall be in accordance with the following schedule per movement of vessel.

PROPOSED RATE		
(a)	Small size boat (18 feet & under)	\$50.00
(b)	Medium size boat (19-30 feet)	\$75.00
(c)	Large size boat (31 feet & over)	\$150.00

a) \$20.00
b) \$30.00
c) \$35.00

5.27 UNDERWATER RECOVERY SERVICES

The above listed hourly labor and waiting time charges, based on 15 minute intervals, are the maximum allowable rates (per hour and 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 Salvage Diver shall be provided by the City.

5.28 TOWING AGENCY ADMINISTRATIVE SERVICES BASIC RATE

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.

This charge refers to and includes verification of public V.I.N., search of vehicle for ownership information, preparation and processing of paperwork, owner/lienholder 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/lienholder 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/lienholder 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/lienholder with every possible good faith effort upon receipt of ownership/lienholder information that the Towing Agency has promptly requested from governmental agencies as stated in **Florida State Statutes**.

FLA state Statutes

AI-3

5.29 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/lienholder 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/lienholder with every possible good faith effort upon receipt of ownership/lienholder information that the Towing Agency has promptly requested from Governmental Agencies as stated in **Florida State Statutes**.

The following are the maximum allowable storage rates:

- 1) **Any Vehicle** - First twenty-four (24) hours No Charge
- 2) **Motorcycles** - Daily Rate Class "A" and "E" \$10.00
- 3) **Passenger Vehicles** - Daily Rate "Class A" and "E" \$20.00
Up to and including ¾ ton, boats (one charge, with or without trailer), and/or property less than twenty-one feet (21'0") in length.
- 4) **Vehicles** - Daily Rates Class "B" and "C" \$25.00
(including trucks over ¾ ton, boats [one charge, with or without trailer], and/or property in excess of twenty-one feet (21'0") in length
- (5) **Inside Storage** - An additional \$5.00 per day may be charged for inside storage upon the written direction of the **City of Coral Gables Police Officer** on the tow slip, or with the signed consent of the owner.

5.30 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.

5.31 BILLING

Towing Agency agrees to itemize all invoices fully on standard forms 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.

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

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- 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.

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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.

A2-4

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

SIGNED: _____ **TITLE:** _____

Please type or Print Name:

COMPANY: _____ **DATE:** _____