

## DEPARTMENTAL INPUT

### CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
  OTR   
  Sole Source   
  Bid Waiver   
  Emergency   
 Previous Contract/Project No. 8736-5/14-5

Re-Bid   
  Other   
 LIVING WAGE APPLIES:  YES   
 NO

Requisition No./Project No.: RQID1500001   
 TERM OF CONTRACT 5 YEAR(S) WITH 5 YEAR(S) OTR

Requisition /Project Title: Towing Service

Description: The purpose of this solicitation is to establish a contract for the purchase of towing services for Miami-Dade County vehicles, equipment and buses as well as for the disposal of salvageable and non-salvageable abandoned property, vehicles and boats.

Issuing Department: ISD   
 Contact Person: Lorrie Kola   
 Phone: 305-375-4884

Estimate Cost: \$5,501,500.00

Funding Source: GENERAL   
VARIOUS   
FEDERAL   
OTHER

### ANALYSIS

<b>Commodity Codes:</b>	<u>96225</u>	<u>96890</u>	
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>	\$	\$	\$
<b>Comments:</b>			

Continued on another page (s):   
 YES   
 NO

### RECOMMENDATIONS

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>				

Basis of recommendation:

Signed: Lorrie Kola   
 Date sent to SBD: 2/13/15

Date returned to DPM:

## SECTION 2 - SPECIAL TERMS AND CONDITIONS

### 2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of towing services for Miami-Dade County vehicles, equipment and buses as well as for the disposal of salvageable and non-salvageable abandoned property, vehicles and boats within Miami-Dade County.

This solicitation is organized into four (4) groups and six (6) sub-groups inclusive of eight (8) zones for Groups A, B, and D and two (2) zones for Group C.

#### GROUPS (Organized by County Departments including Prequalification Pool)

**1. Group A: All County Departments (except Miami-Dade Transit "MDT" and Regulatory and Economic Resources "RER" Departments) for all zones**

The purchase of towing, transportation, recovery, and light equipment tire roadside services for County vehicles and equipment.

**2. Group B: MDT Only for all zones**

The purchase of towing, transportation, recovery, and light equipment tire roadside services for County vehicles, equipment and buses.

**3. Group C: RER Only for North and South Zones (North Zone; Zones 1-4 & South Zone; Zones 5-8)**

The purchase of towing, transportation and recovery for the disposal of salvageable and non-salvageable abandoned property, vehicles and boats.

**4. Group D: Prequalification Pool to Quote Specialized Tows for all zones**

Very broad based and may or may not be considered part of normal, standard automotive or truck tows. Towing services for oversized or over-weight equipment

#### SUB-GROUPS (Organized by (GVWR) Gross Vehicle Weight Rating)

**1. Sub-Group 1 (Group A)**

GVWR equal to 10,000 lbs. or less

**2. Sub-Group 2 (Group A & B)**

Mixed body configurations from 10,001 lbs. GVWR up to general GVWR of approximately 26,000 lbs and off road equipment with a gross weight 6,001 lbs through 10,000 lbs

**3. Sub-Group 3 (Group A & B)**

Mixed body configurations from 26,001 lbs. GVWR up to general GVWR of approximately 33,000 lbs and off road equipment with a gross weight 10,001 lbs through 20,000 lbs.

To Include MDT Buses below:

- OPTIMA 32' Low Floor Diesel Mini Bus, Series: 6300 GVWR: 31,500 lbs
- GILLIG 30' Low Floor Diesel Mini Bus, Series 10100, GVWR: 30,000 lbs

**4. Sub-Group 4 (Group A & B)**

General GVWR of 33,001 to 64,000 lbs

To Include MDT Buses below:

- NABI 40' Low Floor Diesel Full Size Bus, Series 9900-2100, GVWR: 40,600 lbs
- NABI 40' Low Floor Diesel Full Size Bus, Series 3100-6100, GVWR: 42,000 lbs
- MCI 45' Standard Floor Commuter Diesel Full Size Bus, Series 6700, GVWR: 48,000 lbs
- NABI 40' Low Floor Diesel Electric Hybrid Full Size Bus, Series 9100, GVWR: 42,540 lbs
- GILLIG 40' Low Floor Diesel Electric Hybrid Full Size Bus, Series 10100, GVWR: 39,600 lbs

**5. Sub-Group 5 (Group A)**

Greater than 34,000 lbs which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination without the need for FDOT overweight and/or oversized permits

**6. Sub-Group 6 (Group B: MDT ONLY)**

General GVWR 64,150 lbs

New Flyer 60' Low Floor Diesel Electric Hybrid Articulated Bus, Series 9500, GVWR: 64,501 lbs

**ZONES**

The County is divided into the following eight (8) zones for Groups A, B, and D (e.g. Zones 1-8) and two (2) zones for Group C (e.g. North Zone and South Zone).

<b>North Zone</b>	ZONE 1:	Area West of 32nd Avenue from NW 36 Street North to the County Line To include into Broward County as needed
	ZONE 2:	Area East of 32nd Avenue to the Ocean, from NW 36 Street (41st Street on Miami Beach) North to the County Line To include into Broward County as needed
	ZONE 3:	Area South of NW 36 Street, South to Kendall Drive (SW 88th Street) West of the Palmetto Expressway to the West Boundary of the County
	ZONE 4:	Area from NW 36 Street (41st on Miami Beach) South to Kendall Drive (SW 88 Street), Palmetto Expressway East to the Ocean
<b>South Zone</b>	ZONE 5:	Area West from Kendall Drive (SW 88 Street) - South to SW 184 Street, West of SW 117 Avenue, West to the Western Boundary of the County
	ZONE 6:	Area West from Kendall Drive (SW 88 Street), South to SW 184 Street, from SW 117 Avenue, East to the Ocean
	ZONE 7:	Area from SW 184 Street and Krome Avenue, extending to the County Line West and South
	ZONE 8:	Area South of SW 184 Street and Krome Avenue, extending to the County boundaries East and South

**2.2 TERM OF CONTRACT**

This contract shall commence and be effective on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Internal Services Department, Procurement Management Services and contingent upon the completion and submittal of all required bid documents. This contract shall expire on the last day of the last month of the five (5) year contract term; provided that the services rendered by the Awarded Bidder(s) during the contract period are satisfactory and that County funding is available as appropriated on an annual basis.

**2.3 OPTION TO RENEW**

The County shall have the option to renew this contract for an additional five (5) year period. The awarded Bidder shall maintain, for the entirety of the stated additional period, the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the awarded Bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County. Should the awarded Bidder(s) decline the County's right to exercise the option period, the County will consider the awarded Bidder(s) in default which decision shall affect their eligibility for future contracts.

**2.4 METHOD OF AWARD**

**2.4.1 Group A (All County Departments except MDT and RER) and Group B (MDT Only)**

Award of Groups A and B will be made to up to four (4) responsive, responsible Bidders on a sub-group by subgroup basis within each zone based on the lowest price proposed for Item Number One (1), First 10 Mile Tow, for each sub-group within a Zone. While the award will be made to up to four (4) Bidders by sub-group within a zone to assure availability, the lowest Bidder of that sub-group by Zone will be given the first opportunity to perform under the Terms and Conditions of the Contract. If Bidder(s) submit offers on more zones than the Bidder(s) equipment qualifies to submit offers on, the County shall have the right and sole discretion to decide which of those zones will be awarded to the Bidder(s). MDT shall be listed as a separate line item for buses under Sub-Groups 3, 4, and 6 for all zones.

**2.4.2 Group C (RER Only)**

Group C shall be divided into two geographical zones, North Zone and South Zone. The North Zone shall include Zones 1 – 4 and the South Zone shall include Zones 5 – 8. Award of Group C shall be made to the three (3) lowest priced responsive, responsible Bidders as primary, secondary and tertiary on a geographical zone (North Zone and South Zone) basis. The Bidder shall submit an offer on all items under a geographical zone. If a Bidder fails to submit an offer for all items within a geographical zone, its offer for that geographical zone shall be rejected. While the award will be made to up to three (3) Bidders by geographical zone to assure availability, the lowest Bidder of that geographical zone will be given the first opportunity to perform under the terms and conditions of the contract.

**North Zone:**

ZONE 1:	Area West of 32nd Avenue from NW 36 Street North to the County Line To include into Broward County as needed
ZONE 2:	Area East of 32nd Avenue to the Ocean, from NW 36 Street (41st Street on Miami Beach) North to the County Line To include into Broward County as needed
ZONE 3:	Area South of NW 36 Street, South to Kendall Drive (SW 88th Street) West of the Palmetto Expressway to the West Boundary of the County
ZONE 4:	Area from NW 36 Street (41st on Miami Beach) South to Kendall Drive (SW 88 Street), Palmetto Expressway East to the Ocean

**South Zone:**

ZONE 5:	Area West from Kendall Drive (SW 88 Street) - South to SW 184 Street, West of SW 117 Avenue, West to the Western Boundary of the County
ZONE 6:	Area West from Kendall Drive (SW 88 Street), South to SW 184 Street, from SW 117 Avenue, East to the Ocean
ZONE 7:	Area from SW 184 Street and Krome Avenue, extending to the County Line West and South
ZONE 8:	Area South of SW 184 Street and Krome Avenue, extending to the County boundaries East and South

### 2.4.3 Group D: Prequalification Pool

Pre-Qualification under Group D will be made to all responsive, responsible Bidders awarded a zone in sub-group 1 through sub-group 5 and who wish to participate in this group.

Towing work within this category is very broad-based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows that could be requested in this category might include moving statues, boats, structures, oversize/overweight vehicles and equipment, or other items not normally associated with an automotive or truck tow. For such needs, quotations will be solicited from awarded Bidders who have the nearest class of equipment to the equipment required for towing or transport for that specific zone. The County, at its own discretion, will make the determination of the nearest class. The responsive, responsible Bidder who offers the lowest price for the specific service/tow will be awarded.

## 2.5 MINIMUM REQUIREMENTS FOR ALL GROUPS

In accordance with the Code of Miami-Dade County, Florida, Section 10-3 (b), any person, firm, corporation or joint venture who submits a bid shall, at the time of such bid submittal, hold a valid towing license for Miami-Dade County issued by the Regulator and Economic Resources Department qualifying said person, firm, corporation or joint venture to perform the work proposed. A copy of the Miami-Dade County Towing License shall be submitted with the bid submittal.

### 2.5.1 Group C (RER Only)

The Bidder shall be regularly engaged in the business of towing and disposing of salvageable and non-salvageable abandoned property and vehicles. Bidders shall include two (2) references for services provided within the last five (5) years.

Note: The Bidders shall furnish authenticating documentation of minimum requirements with their bid submittal. The County reserves the right to request additional information during evaluation. Failure to meet minimum requirements may result in the bid being deemed non-responsive.

## 2.6 STANDARD TOWS

All standard tows performed under this contract will require the awarded Bidder(s) to complete the tow for up to ten miles after hook-up for the price quoted in the Bid Solicitation except for any extra charge for miles towed over ten (10) miles. Vehicles in all classes may or may not be operable and may require the awarded Bidder to use additional equipment to load it onto a transporting vehicle. Should the tow require dollies, recovery, waiting

time, drive shaft drops (or an axle shaft pull), locked doors opened or the use of a car carrier, these services will be included at no additional charge.

Charge for miles in excess of the ten (10) miles included with the base tow rate are limited to a maximum of six percent (6%) of the base tow rate per extra mile towed. Failure to limit the extra mile rate to six percent (6%) as stipulated will result in your bid being declared non responsive for that item. This will result in the elimination from award consideration for that sub-group within that zone.

## 2.7 PRICES

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date and shall be inclusive of all elements of costs. Prior to completion of each one (1) year period, and for each subsequent year thereafter, the County shall consider price adjustments based on the latest Consumer Price Index (CPI): **All Urban Consumers, All Items, Miami-Ft. Lauderdale.**

It is the Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of the subsequent one year period, the Bidder's request for adjustment shall be submitted ninety (90) days prior to expiration of the then current one year period. The Bidder adjustment request shall not be in excess of the relevant pricing index change. If no adjustment request is received from the awarded Bidder, the County shall assume the awarded Bidder has agreed prevailing prices shall continue. Any adjustment request received after the commencement of the subsequent one year period may not be considered.

The County reserves the right to reject any price adjustments submitted by the Bidder and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the Bidder decline the County's right to exercise the option period, the County may consider the Bidder in default which decision may affect that Bidder's eligibility for future contracts.

## 2.8 PRE-BID/PRE-OFFER CONFERENCE (RECOMMENDED)

2.8.1 A pre-bid conference will be held on **Friday, March 27, 2015 at 10:00AM** at the Stephen P. Clark Center, 13th Floor in Conference Room A to discuss the special conditions and specifications included within this solicitation. It is highly recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

2.8.2 The Bidder is also advised to examine the specifications carefully and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the services to be performed under the contract. No additional allowances will be made because of lack of knowledge of the specifications and conditions.

2.8.3 Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available. The County shall request that a representative of the Internal Services Department - Fleet Management Division, Transit Department, and Regulatory and Economic Resources Department be present to answer any questions that Bidders may have and to clarify any registration issues.

2.8.4 "Multiple members of individual community councils may be present."

2.9 **METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICES RENDERED**

Section 1, Paragraph 1.34 (Invoices) of the General Terms and Conditions is hereby replaced in its entirety and superseded by the following:

2.9.1 The County shall provide periodic payments for services rendered by the awarded Bidder. In order for the County to provide payment, the awarded Bidder shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department at the time the tow is completed. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

2.9.2 All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and Bidder
- Date of invoice
- Unique Invoice number

II. Authorization

- Miami-Dade County Purchase Order the work is to be charged against.

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

NOTE : IN ADDITION TO ALL OF THE ABOVE-LISTED, THE FOLLOWING INFORMATION MUST BE LEGIBLE AND INCLUDED WHEN SUBMITTING INVOICES FOR TOWING SERVICES RENDERED.

1. The full name and phone number of the County employee requesting the service and the name of the Department of the County authorizing and/or requesting the tow.
2. The date and time of pick up; date and time of completion of the service at the final destination.
3. Complete description of vehicle towed to include: Year, make, unit number, VIN number, license number, color, mileage or hours (if readable), and number of pieces being towed.
4. Description of tow truck to include: unit number, driver number, and driver name.
5. Exact location or address of pick up.
6. Exact location or address of final destination.
7. Reason towed.
8. Tow vehicle odometer readings at point of pick up and final destination. Trip odometer readings are not acceptable.

Tow vehicle odometer readings are not required for:

- Vehicles gone on arrival (GOA) of the tow company
- Cancelled calls
- Winch out of vehicles where towing of the vehicle is not required.
- Light equipment tire road service calls.

9. Number of wreckers, number of personnel, and number of recovery hours for additional services and/or non-standard tows.
10. Each charge must be listed as a separate line item.
11. Signature and printed name of authorized county representative receiving unit at final destination.
12. The awarded Bidder will need to supply FDOT Traffic Incident Management (TIM) report for the incident with the invoice for the towing that plainly indicates equipment and services provided at the scene and time spent on scene.

Chargeable mileage is from point of pick up to final destination. Toll and or permit charges, if any, shall be paid by the Bidder and be part of amount bid and or quoted to the County.

The Department's Supervisor or designee shall inspect the towed vehicle before signing the invoice. Invoices will not be paid without this signature.

**2.9.3** Any visible damage incurred during the tow shall be identified on the invoice.

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment. The Contractor may be considered in default and the contract may be terminated.

**2.9.4 ADDITIONAL INVOICING RESPONSIBILITY:**

- A: When a vehicle is picked up or dropped off at a facility after normal hours, it is the sole responsibility of the tow truck operator to make sure the invoice for the tow is submitted to the facility supervisor the next business day, for payment purposes.
- B: When a vehicle is towed to an outside dealer, body shop, or other non-County facility it is the responsibility of the tow truck operator to make sure the invoice for the tow is submitted to the facility supervisor who requested the tow, for payment purposes.
- C: The awarded Bidder shall exercise "best practices" while towing all County vehicles. At the discretion of the County, the awarded Bidder shall be subject to charges for repair of any damages while being loaded, towed, or unloaded.

**2.10 RESPONSE TIME**

- 2.10.1 Response time is defined as the time when the call for service is made to the awarded Bidder and the time the awarded Bidder arrives at the location where towing is to be performed. Under normal circumstances, this time shall not exceed one (1) hour. In cases where a vehicle or bus has been involved in an accident and may be blocking traffic, the response time shall not exceed thirty (30) minutes.
- 2.10.2 Bidder(s) shall indicate any inability to respond within the specified time frames established below at the time of the County's original request. Failure to regularly meet the response time requirements stated above may result in termination of the awarded Bidder for default.  
Request(s) for time extension(s) for tows outside of Miami Dade County need to be approved by the department requiring the service.
- 2.10.3 If the response time is in excess of these established times, it shall be deemed unacceptable and the secondary Bidder shall be contacted to perform the services. In this situation, there will be no tow charge or charge for a cancelled call paid to the awarded Bidder initially contacted.
- 2.10.4 **Group B: MDT Only – LIQUIDATED DAMAGES**

The awarded Bidder shall comply with the one (1) hour regular or thirty (30) minute accident response time as stipulated in Paragraph 2.10.1 above. Upon failure to comply with the response time and at the discretion of the County, the awarded Bidder shall be subject to liquidated damages in the amount of \$75 per incident. The County shall have the right to deduct the liquidated damages from any amount due or may become due to the awarded Bidder and contact the secondary awarded Bidder as stipulated in Section 2.10.3 above.

**2.11 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All Bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely to the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.12 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the awarded Bidder(s) at the contract price(s) established herein in accordance with all the terms and conditions. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

**2.13 EMERGENCY SERVICE**

**2.13.1** The Bidder shall provide twenty-four (24) hours, seven (7) days a week emergency service to the County under the contract. The awarded Bidder shall have a dispatcher on duty twenty-four (24) hours a day, seven (7) days a week with the ability to direct two-way voice communication to all wrecker vehicles to be utilized under this contract.

**2.13.2** The use of a telephone answering service under this contract is not acceptable.

**2.14 INVENTORY OF EQUIPMENT**

**2.14.1** Bidders must submit a complete inventory list of towing equipment operated by their company. This list must be in agreement with the equipment list of units holding valid tow truck decals on file with RER and must be valid at the time of bid opening. This list shall show the vehicle's year of manufacture, Gross Vehicle Weight Rate (GVWR), class of operation, VIN number, license tag number, and registered owner. If the registered owner is not the Bidder, the vehicle must be under lease or contracted to the Bidder and a copy of such lease and/or contract must be on file with RER at the time of bid opening and may be requested to be reviewed for authenticity by Miami-Dade County. The list of equipment furnished must show the Bidder meets the equipment requirements listed in the technical specifications.

**2.14.2** Bidders can only submit bids for equipment that they have registered prior to the bid's opening date.

**2.14.3** Prior to award, the County shall verify the validity of the towing licenses submitted by the Bidder(s) with the Regulatory and Economic Resources Department to confirm the list of equipment furnished meets the minimum equipment requirements and that the towing licenses are valid. No award shall be made to any Bidder whose towing license is not current and whose equipment is not validated by the Regulatory and Economic Resources Department.

**2.15 OTHER TOWING SERVICES NOT LISTED ON THIS BID SOLICITATION MAY BE OBTAINED FROM THE AWARDED BIDDERS**

While the County has listed all major towing services on the bid solicitation which are utilized by County departments in conjunction with its operations, there may be other services that may be required by the County during the term of this contract which may or may not be associated with standard automotive and truck towing. Under these circumstances, a County representative shall contact the awarded Bidder(s) on the contract to obtain a price quote for the required services. The County reserves the right to award these services to the awarded Bidder(s) of a specific zone, another contract vendor based on the lowest price quote or to bid the items through a separate solicitation. These services will be added to the contract via addendum if the awarded Bidder is currently on the contract.

**2.16 INSURANCE**

Please refer to Section 1, Paragraph 1.21 for guidelines and insurance requirements. The insurance limits listed below supersede the limits specified in Section 1, Paragraph 1.21 for Items 2 and 3.

2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

**2.17 SERVICE FACILITIES SHALL BE PROVIDED BY BIDDERS IN MIAMI-DADE COUNTY**

Bids will only be accepted from Bidders which have service facilities located in Miami-Dade County, Florida that can provide the required towing services.

**2.18 DEMONSTRATION OF COMPETENCY FOR TOWING SERVICE SUPPLIERS:**

The County may conduct a pre-award site inspection or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the services identified herein. As part of the determination of the Bidder's suitability for award, the following criteria shall be considered:

1. Bids will only be considered from firms who are regularly engaged in the business of providing towing services as required by this solicitation. The Bidder must have towing equipment at the time of bid opening to be inspected during the evaluation period if applicable, in accordance with the technical specifications, to ensure that the Bidder can satisfactorily provide the towing services required if awarded this bid solicitation.
2. The County may consider any evidence available regarding the towing service, performance capability, and technical or other qualifications and abilities of the Bidder; including past performance and the Bidder's record of satisfactorily completing prior contract awards with the County, or any other governmental or private entity in determining competency for award consideration.

**2.19 AWARD IN THE EVENT OF LOSS OF MINIMUM REQUIREMENTS FOR AN AWARDED ZONE**

If at any time a Bidder does not meet the minimum requirements of their sub-group(s) and does not cure within two (2) weeks, the County may, in its best interests, re-award to the secondary awarded Bidder or re-solicit for those sub-groups and zone(s), and the previously awarded Bidder shall forfeit all rights to the contract.

**SECTION 3 – TECHNICAL SPECIFICATIONS**

**3.1 SCOPE OF WORK**

The Bidder(s) shall provide all necessary supervision, labor and equipment to provide proper towing services for County Vehicles, Equipment and buses as specified herein and in conjunction with the County's needs on an as needed basis.

**3.2 BOUNDARIES**

- A. The eastern boundary of this contract will be the Atlantic Ocean.
- B. The western, northern and southern boundaries are the respective County lines.
- C. All streets and avenues when used as a boundary will be divided at the medium strip.
- D. Calls for pick-ups outside the County will be made to the closest zone and group and any over mileage for the tow will be paid at the additional mile rate.

**3.3 ZONES**

The County has been divided into eight (8) geographic zones for the purpose of this bid and they are as follows:

<b>North Zone</b>	ZONE 1:	Area West of 32nd Avenue from NW 36 Street North to the County Line
	ZONE 2:	Area East of 32nd Avenue to the Ocean, from NW 36 Street (41st Street on Miami Beach) North to the County Line
	ZONE 3:	Area South of NW 36 Street, South to Kendall Drive (SW 88th Street) West of the Palmetto Expressway to the West Boundary of the County
	ZONE 4:	Area from NW 36 Street (41st on Miami Beach) South to Kendall Drive (SW 88 Street), Palmetto Expressway East to the Ocean
<b>South Zone</b>	ZONE 5:	Area West from Kendall Drive (SW 88 Street) - South to SW 184 Street, West of SW 117 Avenue, West to the Western Boundary of the County
	ZONE 6:	Area West from Kendall Drive (SW 88 Street), South to SW 184 Street, from SW 117 Avenue, East to the Ocean
	ZONE 7:	Area from SW 184 Street and Krome Avenue, extending to the County Line West and South
	ZONE 8:	Area South of SW 184 Street and Krome Avenue, extending to the County boundaries East and South

**Note: Only Group C is divided into two zones “North Zone” and “South Zone”**

**3.4 MINIMUM EQUIPMENT REQUIREMENTS FOR ZONE BIDDING BY SUB-GROUP**

**3.4.1** Bidders may bid up to the maximum number of zones allowed by the equipment owned or leased as registered with the Regulatory and Economic Resources Department of Miami-Dade County as of the bid opening date. Bidding on services in one sub-group does not prohibit the Bidder from bidding to provide services in other sub-groups provided the Bidder meets the minimum equipment requirements of each sub-group bid on, further stated by the number of zones to be bid. All towing, transporting and recovery vehicles will be equipped and conform to the Code of Miami-Dade County Ordinance, Section 30 Article III, Towing of Motor Vehicles.

**3.4.2** If required, and prior to award, the County may conduct a vehicle inspection by personnel authorized from the Regulatory and Economic Resources Department to confirm that the list of equipment furnished meets the minimum equipment requirements.

**3.5 TOW TRUCK CLASS SPECIFICATIONS:**

The four (4) minimum ratings/classifications (Class), as per Regulatory and Economic Resources Department's definitions, are required for equipment counting purposes for qualification to bid zones in this bid as follows:

**Class A Tow Truck or Roll Back/Slide Back Carrier – Minimum Ratings:**

1. Gross Vehicle Weight Rating:	10,000 LBS.
2. Boom Capacity	8,000 LBS.
3. Winching Capacity	8,000 LBS.
4. Cable size and length	3/8" X 100'
5. Wheel lift retracted rating	3,500 LBS.
6. Wheel lift extended rating	2,000 LBS.
7. Tow sling safe lift rating	3,500 LBS.
8. Safety chains (2 EACH)	3/8" high test
9. Cab to axle dimension	56"

**Class B Tow Truck – Minimum Ratings:**

1. Gross Vehicle Weight Rating:	18,000 LBS.
2. Boom Capacity	24,000 LBS.
3. Winching Capacity	24,000 LBS.
4. Cable size and length	1/2" X 200'
5. Under-reach retracted rating	10,500 LBS.
6. Under-reach extended rating	8,500 LBS.
7. Tow sling safe lift rating	8,500 LBS.
8. Safety chains (2 EACH)	5/16" alloy
9. Cab to axle dimension	84"

**Class C Tow Truck – Minimum Ratings**

1. Gross Vehicle Weight Rating:	30,000 LBS.
2. Boom Capacity	50,000 LBS.
3. Winching Capacity	50,000 LBS.
4. Cable size and length	5/8" X 200'
5. Under-reach retracted rating	25,000 LBS.
6. Under-reach extended rating	12,000 LBS.
7. Tow sling safe lift rating	12,000 LBS.
8. Safety chains (2 EACH)	1/2" alloy
9. Cab to axle dimension	144"

**Class D – Tow Truck – Minimum Ratings**

1. Gross Vehicle Weight Rating:	52,000 LBS.
2. Boom Capacity	70,000 LBS.
3. Winching Capacity	70,000 LBS.
4. Cable size and length	3/4" X 200'
5. Under-reach retracted rating	45,000 LBS.

6. Under-reach extended rating	15,000 LBS.
7. Tow sling safe lift rating	12,000 LBS.
8. Safety chains (2 EACH)	1/2" alloy
9. Cab to axle dimension	180"

**Class E - Truck Tractor and Trailer Combination** (Lowboys, Landoll's and Similar Tilt Bed Equipment).

Class E Is defined as a truck tractor combination vehicle with a minimum GVWR rating of 80,000 lbs that pulls a lowboy (all types), or Landoll, or traveling axle trailers or similar equipment.

NOTE: When a truck tractor has been licensed as a tow vehicle, proof of an individual serial numbered fifth wheel attachment rendering compliance with tow truck class requirements must be tendered with the bid for each licensed tractor so claimed.

**3.6 EQUIPMENT DEFINITIONS AND WRECKER EQUIPMENT REQUIREMENTS**

For purposes of this solicitation, a Tow vehicle is a Tow Truck as defined by Class (A, B, C or D), a roll back/slide back carrier meeting class Towing License requirements by Class (A, B, or C), a Truck Tractor with dedicated qualifying 5th wheel attachment or a Truck Tractor with a dedicated 80,000 LBS. GVWR lowboy meeting the requirement of Class E.

NOTE: To comply with equipment quantity requirements to qualify for zones to be bid, heavier class tow vehicles may be substituted in any sub-group for lighter class tow vehicles on a one unit for one unit basis covering a one class change only.

**1. SUB-GROUP 1**

Vehicles in Sub-Group 1 include but are not limited to automobiles, station wagons, all passengers and cargo vans, all pickup trucks with or without dual rear wheels all SUV's, trailer(s) and trailer mounted auxiliary devices (air compressors, generators, water pumps, wood chippers, portable mixers) with a GVWR equal to 10,000 lbs. or less. In addition in this group off road equipment with a gross weight less than 6,000 lbs. (ATV's, UTV's, forklifts, mowers, tractors, golf carts, tugs, etc.) will be transported.

When bidding on one (1) through four (4) zones, the Bidder must have at least one roll back/slide back carrier within each classification's requirements.

To bid five (5) or more zones, the Bidder must have no less than and two roll back/slide back carrier within each classification's requirements

To bid one (1) zone, the Bidder must have three (3) Class "A" Tow vehicles and two (2) Class "B" Tow vehicles.

To Bid Two (2) Zones: The Bidder must have Five (5) Class "A" Tow vehicles and three (3) Class "B" Tow vehicles.

To Bid three (3) or four (4) zones, the Bidder must have seven (7) Class "A" Tow vehicles and four (4) Class "B" Tow vehicles.

To Bid five (5) or six (6) zones, the Bidder must have eleven (11) Class "A" Tow vehicles and five (5) Class "B" Tow vehicles.

To Bid seven (7) or eight (8) zones, the Bidder must have thirteen (13) Class "A" Tow vehicles and seven (7) Class "B" Tow vehicles.

As part of this sub-group, the awarded Bidder shall be required to provide tire roadside service within their awarded zone for Sub-Group 1 only. The awarded Bidder shall be paid seventy five percent (75%) of their awarded towing rate for this tire service.

**Tire road service will consist of the following:**

- A. Remove the existing flat or damaged tire and install the spare tire that should be with the vehicle.
- B. Awarded Bidder will need to check the air pressure on all the tires that are not flat and the spare tire to confirm they are within the vehicle's specification.
- C. Awarded Bidder will be required to add air to all tires(s) not found to be within the vehicles specification.
- D. Awarded Bidder is to have all necessary tire changing equipment needed to perform the task safely and to the vehicle's specifications for all vehicles in Sub-Group 1.
- E. In cases where the replacement of the flat tire will not return the vehicle into service, the vehicle is to be towed to the requesting service shop or designated delivery location.

## 2. SUB-GROUP 2

Vehicles in Sub-Group 2 include but are not limited to Utility (not SUV) Application Vehicles with mixed body configurations from 10,001 lbs. GVWR and higher through and including medium duty trucks, vans, reefers, box bodies, stake side bodies, rescue ambulances, trash trucks, bus, flat beds, trailers and other assorted vehicles of various application up to general GVWR of approximately 26,000 lbs. In addition, this sub-group includes off road equipment with a gross weight 6,001 lbs through 10,000 lbs (forklifts, skid steers, mowers, tractors, trenchers, tugs, compaction rollers, etc.) will be transported. These vehicles may or may not be loaded.

When bidding on one (1) through four (4) zones, the Bidder must have at least one roll back/slide back carrier within each classification's requirements or Class E truck tractor and trailer combination.

To bid five (5) or more zones, the Bidder must have no less than two (2) roll back/slide back carriers within each classification's requirements or Class E truck tractor and trailer combination.

To bid one (1) zone, The Bidder must have Two (2) Class "B" Tow vehicles and Two (2) Class "C" Tow vehicles.

To bid two (2) zones, the Bidder must have three (3) Class "B" Tow vehicles and three (3) Class "C" Tow vehicles.

To bid three (3) or four (4) zones, the Bidder must have Four (4) Class "B" Tow vehicles and six (6) Class "C" Tow vehicles.

To bid five (5) or six (6) zones, the Bidder must have Five (5) Class "B" Tow vehicles and eight (8) Tow Class "C" vehicles.

To bid seven (7) or eight (8) zones, the Bidder must have six (6) Class "B" Tow vehicles and ten (10) Class "C" Tow vehicles.

### 3. SUB-GROUP 3

Vehicles in Sub-Group 3 include but are not limited to Utility (not SUV) Application Vehicles with mixed body configurations from 26,001 lbs. GVWR and higher through and including medium duty trucks, bus, tankers, vans, reefers, box bodies, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of approximately 33,000 lbs. In addition in this group off road equipment with a gross weight 10,001 lbs through 20,000 lbs (forklifts, skid steers, mowers, tractors, trenchers, compaction rollers, bull dozers, wheel loaders, backhoes etc.) will be transported. These vehicles may or may not be loaded.

To Include MDT Buses below:

- OPTIMA 32' Low Floor Diesel Mini Bus, Series: 6300 GVWR: 31,500 lbs
- GILLIG 30' Low Floor Diesel Mini Bus, Series 10100, GVWR: 30,000 lbs

When bidding on one (1) through four (4) zones, the Bidder must have at least one roll back/slide back carrier in the class cited below or a Class E truck tractor combination.

To bid five (5) or more zones, the Bidder must have no less than and two (2) roll back/slide back carrier in the class below or Class E truck tractor and trailer combination.

To Bid one (1) zone, the Bidder must have four (4) Class "C" Tow vehicles.

To Bid two (2) zones, the Bidder must have six (6) Class "C" Tow vehicles.

To Bid three (3) or four (4) zones, the Bidder must have ten (10) Class "C" Tow vehicles.

To Bid five (5) or six (6) zones, the Bidder must have thirteen (13) Class "C" Units.

To Bid seven (7) or eight (8) zones, the Bidder must have sixteen (16) Class "C" Tow vehicles.

### 4. SUB-GROUP 4

Vehicles in Sub-Group 4 include but are not limited to water tank and spray trucks rated over approximately 33,001 lbs. GVWR. Tandem rear axle flatbed trucks with crane apparatus, Roll-off and Hook Lift Trucks, Refuse Packers, Fire Suppression and Ladder Trucks, and all other vehicles with a general GVWR of 33,001 to 64,000 lbs having tandem rear axles. This category includes ALL tandem rear axle trucks. In addition, this sub-group consists of off road equipment with a gross weight of 20,001 lbs. through 34,000 lbs (forklifts, tractors, trenchers, compaction rollers, bull dozers, wheel loaders, backhoes etc.) will be transported. Vehicles in this class may or may not be loaded when service is required.

To Include MDT Buses below:

- NABI 40' Low Floor Diesel Full Size Bus, Series 9900-2100, GVWR: 40,600 lbs

- NABI 40' Low Floor Diesel Full Size Bus, Series 3100-6100, GVWR: 42,000 lbs
- MCI 45' Standard Floor Commuter Diesel Full Size Bus, Series 6700, GVWR: 48,000 lbs
- NABI 40' Low Floor Diesel Electric Hybrid Full Size Bus, Series 9100, GVWR: 42,540 lbs
- GILLIG 40' Low Floor Diesel Electric Hybrid Full Size Bus, Series 10100, GVWR: 39,600 lbs

When bidding on one (1) through four (4) zones, the Bidder must have at least one Class E truck tractor and trailer combination besides the class requirement below.

To bid five (5) or more zones, the Bidder must have no less than two (2) Class E truck tractor and trailer combination.

To Bid One (1) or Two (2) zones, the Bidder must have one (1) Class "C" Unit, and one (1) Class "D" Unit.

To Bid three (3) or four (4) zones, the Bidder must have Four (4) Class "C" Units and Two (2) Class "D" Units.

To Bid five (5) or six (6) zones, the Bidder must have a Wrecker, four (4) Class "C" Units and three (3) Class "D" Units.

To Bid Seven (7) or Eight (8) zones, the Bidder must have, Four (4) Class "C" Units and Four (4) Class "D" Units.

#### **5. SUB-GROUP 5**

This category includes but is not limited to, Tractor-Trailers combinations and other combined vehicles, large heavy equipment greater than 34,000 lbs such as forklifts, tractors, trenchers, excavators, graders, compaction rollers, bull dozers, wheel loaders, etc. which could be loaded onto a standard 80,000 GVWR tractor flatbed trailer combination without the need for FDOT overweight and/or oversized permits. Vehicles in this class may or may not be loaded when service is required. Vehicles in this class may or may not be operable and may require the awarded Bidder to use additional equipment to load it onto the trailer at no additional cost to the County.

When bidding on one (1) through four (4) zones, the Bidder must have at least one (1) Class D wrecker rotator unit besides the class requirement below.

To bid five (5) or more zones, the Bidder must have no less than and two Class D wrecker rotator units besides the class requirement below.

To bid one (1) or two (2) zones, the Bidder must have two (2) Class E truck tractor and trailer combination of which one (1) unit must be a minimum rated 80,000 LBS. G.C.V.W. Low Boy.

To bid three (3) or four (4) zones, the Bidder must have three (3) Class E truck tractor and trailer combination of which one (1) unit must be a minimum rated 80,000 LBS. G.C.V.W. Low Boy.

To bid five (5) or six (6) zones, the Bidder must have three (3) Class E truck tractor and trailer combination of which one (1) unit must be a minimum rated 80,000 LBS. G.C.V.W. Low Boy.

To bid seven (7) or eight (8) zones, the Bidder must have four (4) Class E truck tractor and trailer combination of which two (2) units must be a minimum rated 80,000 LBS. G.C.V.W. Low Boy.

#### **6. Sub-Group 6 (Group B: MDT ONLY)**

This category is for the New Flyer 60' Low Floor Diesel Electric Hybrid Articulated Bus, Series 9500 General GVWR 64,150 lbs

When bidding on one (1) through four (4) zones, the Bidder must have at least one (1) Class D wrecker rotator unit besides the class requirement below.

To bid five (5) or more zones, the Bidder must have no less than two Class D wrecker rotator units besides the class requirement below.

To bid one (1) or two (2) zones, the Bidder must have two (2) Class E truck tractor and trailer combination of which one (1) unit must be a minimum rated 80,000 LBS. G.C.V.W. Low Boy.

To bid three (3) or four (4) zones, the Bidder must have three (3) Class E truck tractor and trailer combination of which one (1) unit must be a minimum rated 80,000 LBS. G.C.V.W. Low Boy.

To bid five (5) or six (6) zones, the Bidder must have three (3) Class E truck tractor and trailer combination of which one (1) unit must be a minimum rated 80,000 LBS. G.C.V.W. Low Boy.

To bid seven (7) or eight (8) zones, the Bidder must have four (4) Class E truck tractor and trailer combination of which two (2) units must be a minimum rated 80,000 LBS. G.C.V.W. Low Boy

NOTE: Quotes that contain pricing not consistent with industry bidding regardless of the sub-group they are tendered for, will result in the disqualification of the entire bid for that sub-group within that zone.

### **3.7 UNUSUAL OCCURRENCES WHICH MAY REQUIRE EXTRA SERVICES**

It will be the responsibility of the County to alert the awarded Bidder of any unusual or irregular conditions that may exist regarding the "down vehicle". This may consist of vehicles that have to be rigged with or are carrying special equipment, vehicles that are loaded, vehicles that are capsized or accident damaged, stuck in soft ground, or other irregularities. The County recognizes that some of these irregularities may call for additional charges for the use of additional wrecker(s) and/or support equipment. All additional equipment and/or services must be authorized in advance by the Shop Supervisor or his designee assigning the tow work.

### **3.8 USE OF AN ADDITIONAL WRECKER**

If the use of an additional wrecker, or wreckers or support equipment, is required to execute tow work assigned, be it classified as tow, recovery or otherwise, the approval and authorization of the Shop Supervisor who placed the tow request must be obtained prior to that service or those services being performed. Rates for the use of an additional wrecker, or wreckers, regardless of the Class required, or the work designation cited by the tow company (tow, recovery or any other) will be restricted to 50% of the cost of the tow category originally called for, for the first ¼ hour on-site, and an additional 25% of the cost of the tow category originally called for, for each additional full ¼ hour of use on-site. All time to be measured on-site only, partial ¼ hours will not be considered for billing purposes. Portal to portal time or any other time measure other than on-site will not be considered.

### **3.9 LAW ENFORCEMENT DIRECTED TOWS or STATE of FLORIDA RAPID INCIDENT SCENE CLEARENCE (RISC) EVENTS**

Bidders awarded on this contract and who participate in other law enforcement directed tow contract(s) or the State of Florida RISC contract, agree to the following:

Regardless if the Bidder is awarded the sub-group and/or zone the tow and/or recovery is occurring in, the awarded Bidder agrees to tow to the appropriate County facility and agrees to be paid by the County the currently awarded primary rate/price schedule for that area.

All other cost(s) that are not part of this contract such as fees for equipment used in the collection and removal of debris from the roadway, landfill dumping fees, environmental fees for the disposal of hazardous waste, traffic control vehicles, etc. will need to be invoiced and submitted by the awarded Bidder to the department operating the vehicle and/or the County's Risk Management Division for consideration.

### **3.10 DRIVE SHAFTS AND AXLES**

Vehicles which are equipped with automatic transmissions and/or hybrid drive trains may not be towed with their rear wheels on the ground unless the axles or drive shafts have been pulled. Failure to protect the transmission by pulling the axles or drive shaft prior to the tow shall make the towing company liable for any transmission damage, even if the damage is not discovered at the time the vehicle is dropped off. The tow truck operator will pull drive shafts and/or axles as needed on all vehicles prior to towing, or as required in the subsequent paragraphs of these Technical Specifications so as to prevent damage to transmissions.

In addition to the above where applicable, all tows need to meet the requirements of American Trucking Association (ATA) Technology & Maintenance Council (TMC) publications #'s RP602B and RP626.

### **3.11 COMPLETED TOWS**

During regular hours, the awarded Bidder(s) shall not drop the tow until the Shop Foreman or his representative certifies that the tow has been properly performed. The awarded Bidder shall not leave the destination until the Shop Foreman or his representative has signed the towing ticket. Unsigned towing tickets will not be eligible for payment authorization.

REMINDER: When a vehicle has been picked up or dropped off at a facility after the normal facilities hours, it is the sole responsibility of the tow truck operator to make sure the invoice for the tow is submitted to the facility supervisor for payment purposes. When a vehicle is towed to an outside dealer, body shop, or other non-County facility, it is the responsibility of the tow truck operator to make sure the invoice for the tow is submitted to the facility supervisor who requested the tow, for payment purposes.

### **3.12 DAMAGED VEHICLES**

**3.12.1** The awarded Bidder(s) that cause damages to vehicles by poor or improper towing or by the provision of improper towing services will be responsible for and required to reimburse to Miami-Dade County the actual cost of repairs to the vehicle for the damage(s) caused.

**3.12.2** There may be an assessment of standard charges for loss of use and/or loss of revenue, for damages caused to the vehicles during or by any tow that prohibits the vehicle's normal return to service.

### **3.13 AWARDED BIDDER(S) REQUIREMENTS**

**3.13.1** At commencement and during the course of the contract awarded Bidders shall have suitable equipment as required by their award to handle disabled vehicles from passenger cars up to and including eighty thousand pound (80,000 lb.) GVWR vehicles. The awarded Bidder(s) must have "full control and total availability" of all of the equipment in its inventory and maintain the minimum pieces of equipment specified in the bid proposal. "Full control and total availability" as used in these specifications means full ownership or a first party lease agreement without interim cancellation clauses during the duration of this contract. It also means the equipment could be inspected if

required at the awarded Bidders facilities which are in Miami-Dade County. "Full control and total availability" must have been in effect prior to the opening date of this Invitation to Bid.

3.13.2 All wreckers listed as the Bidder's equipment on the submitted equipment list, shall be labeled at a minimum with the awarded Bidder(s) company name, address and phone number on the vehicle, at the time of bid submittal.

**3.14 RETRIEVAL OF IMPOUNDED OR STORED COUNTY VEHICLES**

From time to time, the County may direct the awarded Bidder in a zone to retrieve vehicle(s) from impound or storage yards. This will require the awarded Bidder to pay the appropriate impound and storage charges which shall be included on their invoice for reimbursement by Miami-Dade County at cost plus the cost of Miami Dade County's User Access Program and Inspection General fees of 2.25%, in addition to the normal charges and fees for the tow involved.

**3.13 CANCELLED CALLS**

A call may be cancelled at any-time up to the moment the subject vehicle is both hooked up and prior to being moved by the wrecker. Once a vehicle has been hooked and moved, it will then be considered a tow.

A call cancelled before the vehicle is both hooked up and moved, but after being dispatched or vehicle gone on arrival (GOA) of the tow company, will be charged at 1/2 the standard tow rate for the zone and category.

A call cancelled after dispatch but before arrival at the site of the tow will be charged at 1/3 the rate of a standard rate tow for the zone and sub-group.

A call cancelled before dispatch has occurred will not be billed to the County.

**3.14 ESTIMATED QUANTITIES-YEARLY TOWS**

3.14.1 The County has approximately eleven thousand (11,000) vehicles and ISD/Fleet Management has projected estimated yearly tows as follows:

Sub-Group 1 – TBD yearly tows

Sub-Group 2 – TBD yearly tows

Sub-Group 3 – TBD yearly tows

Sub-Group 4 – TBD yearly tows

Sub-Group 5 – TBD yearly tows

Sub-Group 6 – TBD yearly tows

3.14.2 These estimated quantities represent a combined total of TBD tows per year, or approximately TBD tows per day.

**3.15 ESTIMATED QUANTITIES IN THE BID SUBMITTAL FORM**

3.15.1 The estimated quantities provided in the Bid Submittal Form are a Simple Average calculation based on the estimated yearly tows provided by ISD as detailed in Paragraph 3.14 above. The quantities are

calculated based on an average daily tow per zone weighted by group from the projected quantities in Paragraph 3.14 above.

3.15.2 Bidders should understand that the County is unable to predict the exact amount of tows that may be required and the estimated quantities provided will vary depending on actual circumstances, for example, the conditions of the vehicles, unpredictable breakdowns, accidents, etc.

**3.16 MINIMUM PERFORMANCE STANDARDS OF AVAILABILITY**

3.16.1 The County requires that all awarded Bidders under this contract shall be available and respond to request for tows and other services as stipulated. For this reason, the County has established, in its own best interest, minimum performance standards of availability.

3.16.2 The minimum performance standards of availability shall be defined as responding to eighty-five percent (85%) of calls for service and result in services that are satisfactorily completed. This percentage is a minimum required performance standard measured on a weekly basis by Zone and Sub-Group.

3.16.3 Awarded Bidders who fail to perform at the minimum required performance level may be terminated from the contract for default and subject to re-procurement costs as per Section 1, Paragraph 1.23.

**3.17 ADDITIONAL SCOPE OF WORK FOR GROUP B: MDT ONLY:**

**3.17.1 TOWING PROCEDURES FOR MDT BUSES UNDER SUBGROUPS 3, 4, AND 6**

<u>Bus Type</u>	<u>Series</u>	<u>Size</u>	<u>GVWR lbs.</u>	<u>Sub Group #</u>	<u>TOWING PROCEDURE (by order of preference)</u>
<b>GILLIG 30' Low Floor Diesel</b>	12300	Mini	30,000	3	1) Front Lift Tow. Tow with front end elevated, front axle securely chained so that the shock absorbers and air springs are not damaged. Both rear axle shafts or drive shaft must be removed. 2) Flat Bed Towing. Either Rear axle shafts or drive shaft must be removed.
<b>Optima 32' Low Floor Diesel</b>	6300	Mini	31,500	3	1) Front Lift Tow Using Tow Eyes. Either Rear axle shafts or drive shaft must be removed. 2) Front Lift Towing using a hydraulic under-lift boom. Both Rear axle shafts or drive shaft must be removed. 3) Flat Bed Towing. Both Rear axle shafts or drive shaft must be removed.

<b>GILLIG 40' Low Floor Diesel Electric Hybrid</b>	10100	Full Size	39,600	4	1) Front Lift Tow. Tow with front end elevated, front axle securely chained so that the shock absorbers and air springs are not damaged. Both Rear axle shafts or drive shaft must be removed.
<b>NABI 40' Low Floor Diesel</b>	9900-2100	Full Size	40,600	4	1) Front Lift Tow. Both Rear axle shafts or drive shaft must be removed. 2) Flat Bed Towing. Both Rear axle shafts or drive shaft must be removed.
<b>NABI 40' Low Floor Diesel</b>	3100-6100	Full Size	42,000	4	1) Front Lift Tow. Both Rear axle shafts or drive shaft must be removed. 2) Flat Bed Towing. Both Rear axle shafts or drive shaft must be removed.
<b>NABI 40' Low Floor Diesel Electric Hybrid</b>	9100	Full Size	42,540	4	1) Front Lift Tow. Both Rear axle shafts must be removed.
<b>MCI 45' Standard Floor Commuter Diesel</b>	6700	Full Size	48,000	4	1) Front Lift Tow using lift/tow frame. Both Rear axle shafts or drive shaft must be removed. 2) Front Lift Towing using a hydraulic under-lift boom. Both Rear axle shafts or drive shaft must be removed.
<b>NEW FLYER 60' Low Floor Diesel Electric Hybrid</b>	9500	Articulated	64,150	6	1) Front Lift Tow. Drive shaft must be removed.

**A. Front Lift Tow Using Tow Eyes:**

The primary method of lift towing from the front is accomplished by using tow eyes installed through the front bumper where the bike rack is mounted as follows:

**Service Truck Technician**

1. Removes the bike rack, including hardware and stores it carefully in the bus.
2. Provides tow eyes with hitch pins and hair cotter pins to the Tow Truck Operator.

**Tow Truck Operator**

1. Inserts the tow eyes into the sockets.
2. Aligns the holes in the tow eyes with the holes in the socket.
3. Inserts hitch pins through the sockets and tow eyes.
4. Secures hitch pins with hair cotter pins.

5. Removes the rear axle shafts and cover wheel hub to prevent oil spill and dirt contamination.
6. The tow eyes can then be used to lift and/or tow the bus from the front.

**B. Front Lift Towing using a hydraulic under-lift boom:**

Another acceptable method of front lift towing is to use a hydraulic under-lift boom to lift the front wheels. Note that the rear axle shafts must be removed and the wheel hub must be covered to prevent oil spill and dirt contamination. Bike Rack and associated hardware may need to be removed to accommodate the tow.

**C. Flat Bed Towing**

A third acceptable method of towing is to tow the bus using a flatbed truck. Service Truck Technician will determine conditions which require a flatbed tow such as broken axle, damaged suspension or flipped S-Cam etc. with Maintenance Supervisor's approval.

**Note:** The bus should never be lifted from the rear for towing. If the bus must be pulled from the rear during recovery operation rear towing is permitted using the tow eyes but should be limited to pulling the bus to free a bus that is stuck. For this procedure, the rear tow hitch must be installed in the brackets in the chassis and secured with cotter pins. Disconnect the drive shaft or remove the rear axle shafts and cover hubs prior to pulling the bus.

**3.17.2 SECURITY PROCEDURES (MDT Only):**

Bidders Awarded under Sub-Group 3, 4, and 6 for MDT Buses and their personnel are responsible to comply with all of Miami-Dade Transit security procedures, rules and regulations. MDT requires the awarded Bidder to obtain and wear at all times, identification cards (ID) issued by MDT while working on County property; this will be at no initial cost to the awarded Bidder or its employees. Awarded Bidders and their personnel are subject to ID checks by any authorized MDT agent. Anyone who is not in possession of their ID card will be denied access to MDT property or if already on property will be immediately escorted off MDT property until such time as they can produce and display proper identification. ID cards are limited for a one (1) year period. It is recommended that awarded Bidder's and their personnel exercise renewing ID cards prior to the one year expiration. If renewal requirements are not complied with, all are forbidden from entering any MDT property until such time as ID's are renewed and are valid. In addition, all vehicles entering and exiting MDT property may be stopped and searched.

The following is the contact person and a list of items to be submitted to MDT in person:

Contact Name  
Address  
Phone #  
Email Address

- a. A completed original Vendor ID application (complete in blue ink only), signed by the Awarded Bidder and their personnel and a MDT authorized representative;
- b. A completed original fingerprint card
- c. A completed original National Crime Information Center (NCIC) background check form with a proper raised seal.

**3.18 SCOPE OF WORK FOR GROUP C: RER ONLY**

Towing and Disposal of Salvageable and Non-Salvageable Abandoned Property and Vehicles (e.g. junk/abandoned properties, motor vehicles, vehicle parts, trailers, jet skis, boats, boat trailers, or other vessels up to 20-feet in length, tar kettle, buses, and recreational vehicles) from an upland location to the County landfill (North Dade or South Dade) utilizing a "Landoll" flatbed trailer or equipment of a similar size and capacity, in compliance with the Department of Transportation (DOT) regulations. If necessary, the vessel will be loaded onto the tow vehicle using a large forklift and offloaded at the landfill. Transportation time will include weighing of the truck at the landfill scale house before and after unloading the vessel. A Neighborhood Compliance Officer (NCO) from the Regulatory and Economic Resources (RER) Department will be present at the time the vessel is picked up and will accompany the awarded Bidder to the landfill. All disposal costs and paperwork will be paid for and handled by the RER Department. It is the responsibility of the Bidder to remove and place any miscellaneous trash, debris, litter left inside and/or around the illegal junked/abandoned property in the County's right-of-way for pick up or removal at a later time.

All abandoned properties shall be disposed of at an authorized scrap yard, shredding plant or holding area, and any other items shall be disposed of at an authorized disposal site. The awarded Bidder(s) shall enter onto private properties after a work order number is assigned and scheduled for pick-up. The awarded Bidder may be required to cut locking mechanisms, remove hinges off posts and re-hang gates. Abandoned property cannot be towed for disposal if the vehicle has a valid license tag or has been relocated from the violation site. The County will issue work orders for one (1) to ten (10) tows which the awarded Bidder shall complete within three (3) calendar days or be subject to a late fee equal to one half of the towing fee, per un-towed vehicle or fifteen (15) dollars per un-towed vehicle, whichever is greater. There may be times where multiple classes of equipment may be needed at a job site and shall be reflected on the assigned work order.

Towing and Disposal of Salvageable and Non-Salvageable Abandoned Property and Vehicles are defined in the Miami-Dade County Code of Ordinances. For more information pertaining to the Miami-Dade County Code of Ordinances, contact the Miami-Dade RER Department - Neighborhood Compliance Section at 786-315-2552.

**Note:** RER may have special cases requiring support from other departments and/or agencies (e.g. Miami-Dade Police Department). In situations where the awarded Bidder requires departmental or police assistance, the awarded Bidder shall contact RER immediately. As needed, an RER representative will set up a joint inspection to assist in the removal of the abandoned property.

**3.18.1 ABANDONED PROPERTY/VEHICLES**

The abandoned property may be partly or entirely dismantled or may consist of only a minor or major portion of the body or framework. The abandoned property may not have tires, may be full of debris, and may be difficult to remove.

**3.18.2 MISCELLANEOUS DEBRIS**

Miscellaneous trash, debris, and litter left inside and around the illegal abandoned property will be the responsibility of the awarded Bidder to remove and place in the County's right of way for pick up and disposal.

**3.18.3 EQUIPMENT**

Additional equipment may be required to be used as needed and shall be reflected on assigned work orders:

- A. Class "A" unit at a job site – Flat bed (regular) with no hook up – used as regular equipment for the removal and disposal of the abandoned property (e.g. vehicles and boats).

- B. Class "B" unit at a job site – Flat bed that pick up equipment that weights from 10,000 to 18,000 lbs. (e.g. pick-up trucks (150/350/450)).
- C. Class "C" unit at a job site – Flat bed that picks up equipment that weighs up to 30,000 lbs. (e.g. recreational vehicles and large boats).
- D. Class "D" unit at a job site – Flat bed that pick up semi-truck with hook up (Landoll) for heavy equipment (e.g. caterpillar, tractor trailer, buses, large equipment - lift or transfer two or three boats) that weigh up to 52,000 lbs.

### 3.18.4 WORKORDERS/INFORMATIONAL PACKAGE

#### 1. Abandoned Property and Vehicles

A work order number is assigned to every case file and an informational package is prepared for the awarded Bidder. A list is originated with no more than ten (10) work order numbers for regular/non-emergency tows. The informational package contains the following:

1. Pictures
2. Proof of service
3. Property owner information/vehicle information
4. Vehicle decal/placard or civil violation notice (CVN)
5. Affidavit of non-compliance
6. Salvage certificate

The list shall be delivered to the awarded Bidder's address. The awarded Bidder shall schedule the pick-up with the RER Department within 72 hours from receipt. It shall be the responsibility of the awarded Bidder to return the completed package to the RER Department to include the following:

1. Work order List
2. Picture(s) (proof of removal of item)
3. Work completion – Invoice (e.g. If five (5) items were placed on the list and only three (3) were picked-up because the other two were gone on arrival or corrected by owner, the invoice must include the total cost of removal and \$0.00 for the items not found.)

#### 4 Abandoned Boats

A work order number is assigned to every case file and an informational package is prepared for the awarded Bidder. A list is originated with no more than five (5) work order numbers for regular/non-emergency tows. The informational package contains the following:

1. Pictures
2. Proof of service
3. Property owner information/vehicle information
4. Vehicle decal/placard or civil violation notice (CVN)
5. Affidavit of non-compliance
6. Salvage certificate required if the abandoned boat is on an abandoned trailer

The list shall be delivered to the awarded Bidder's address. The Bidder shall contact the RER Department to request a pick-up within 72 hours from receipt. The RER Department shall be responsible for providing a staff member to verify the removal of the abandoned item and follow the awarded Bidder to the landfill for disposal. The RER Department shall be responsible for the payment of the "tipping fee" and the awarded Bidder shall be responsible for maintaining the records of the "tipping fee". It will be the responsibility of the awarded Bidder to return the completed package to the RER Department to include the following:

1. Work order List
2. Picture(s) (proof of removal)

3. Work completion – Invoice (e.g. If five (5) items were placed on the list and only three (3) were picked-up because the other two were gone on arrival or corrected by owner, the invoice must include the total cost of removal and \$0.00 for the items not found.)

The awarded Bidder shall provide the RER Department with a completed package and invoice within 30 days of the assignment. The RER Department shall prepare a Payment Requisition Report within 30 days of invoice receipt provided by the awarded Bidder to the Finance Section for processing.

### **3. EMERGENCY/EXPEDITE WORK ORDERS**

All "Emergency" or "Expedite" Work Orders will be set aside from the regular non-emergency list. This work is to be performed by the awarded Bidder within 24 hours of acceptance. The awarded Bidder shall provide 24 hours, 7 days a week emergency service to the County for both regular working hours (Monday through Friday, 8:00am to 5:00pm) and other than regular work hours. Emergency service response time (defined as the time from acknowledged notification to arrival on-site) shall be within 24 hours after notification by a County representative. The list will be sent to the awarded Bidder's fax number and/or e-mail address.

#### **3.18.5 SALVAGE CERTIFICATE PROCESSING REQUIREMENTS**

The awarded Bidder cannot salvage or dispose of any vehicle or other salvageable vehicular equipment without a Miami-Dade County, RER Department, Neighborhood Compliance Section issued Salvage Certificate. The RER Department shall complete Part 1 of the Salvage Certificate prior to the awarded Bidder completing the receipt of removal work orders. Part 2 of the form will be completed by the awarded Bidder upon their removal of the vehicle listed on the certificate. The awarded Bidder shall retain a copy of the Salvage Certificate for its records showing that the vehicle was disposed of pursuant to governmental authority and is not stolen. Part 3 of the form is to be completed by the receiving salvage facility. The salvage facility must retain a copy of the Salvage Certificate for its records, as the Miami-Dade County Police Department will prevent the disposal of an abandoned vehicle without it. The awarded Bidder is required to return all uncompleted Salvage Certificates due to non-pickup and the original completed Salvage Certificate with the invoice to Miami-Dade County's RER Department. Failure to return any Salvage Certificate(s) within twenty (20) days of issuance will result in a twenty-five (\$25.00) dollar penalty per late certificate per weekday.

#### **3.18.6 SALVAGE AUTHORIZATION**

The awarded Bidder is hereby authorized to salvage (recycle), within fifteen (15) days of pickup, any component from an abandoned vehicle for which a Salvage Certificate has been issued. However, the vehicle chassis and any unwanted component shall be delivered to an approved scrap yard or shredding plant within twenty (20) days of pickup.

#### **3.18.7 RETURN OF VEHICLES**

Prior to the delivery of the vehicle to the scrap yard or shredding plant, the County may direct the Bidder to return the vehicle to its original pick up point. The return of the vehicle shall be paid to the Bidder at the contract unit price rate awarded.

#### **3.18.8 RESPONSE TIME**

Response time, defined as the time between when the call for service is made to the awarded Bidder and the awarded Bidder arriving at the location where towing is to be performed, shall not exceed seventy-two (72) hours. If the response time is in excess of 72 hours, the Secondary Bidder will be contacted to perform the services. In this situation, no charge(s) shall be accepted from or paid to the Bidder initially contacted. Failure to meet the response requirements stated above may result in termination of this contract for default.

Emergency/Expedite disposal cases shall be personally delivered to the Remediation Unit within twenty-four (24) hours of the initial inspection.

### **3.18.9 WAITING TIME**

There may be times that will require waiting (idle) time, depending on the complexity of the case, departments involved in the operation, and/or the difficulty to access the abandoned property. The awarded bidder shall contact/notify RER if waiting time exceeds 30 minutes. In the event the awarded Bidder has been waiting on the scene without a representative from the agency for more than 30 minutes, the awarded Bidder may invoice the County the amount of fifty dollars (\$50) per occurrence (e.g. work order) as waiting time in addition to the rate(s) awarded for services rendered. The awarded Bidder shall remain on site until they are released by the Department.

### **3.18.10 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. Awarded Bidder(s) performing services under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely to the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

### **3.18.11 ILLEGAL DUMPING**

Where illegal dumping of toxic materials is identified inside the abandoned property, it is the responsibility of the awarded Bidder to contact the point of reference for proper referral removal and/or disposal (e.g. paint cans, plastic containers or other type of contaminants illegally dumped inside the abandoned property or in the surroundings of the abandoned property).