



BID NO.: 8736-5/14

**OPENING: 2:00 P.M.
Wednesday
July 30, 2008**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

TOWING SERVICES (COUNTY VEHICLES)

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

| | |
|---|------------------------------------|
| BID DEPOSIT AND PERFORMANCE BOND: | N/A |
| CATALOGUE AND LISTS: | N/A |
| CERTIFICATE OF COMPETENCY: | SECTION 2, PARAGRAPH 2.14 and 2.28 |
| EQUIPMENT LIST: | SECTION 2, PARAGRAPH 2.25 |
| EXPEDITED PURCHASING PROGRAM (EPP) | N/A |
| INDEMNIFICATION/INSURANCE: | SECTION 2, PARAGRAPH 2.11 |
| LIVING WAGE: | N/A |
| PRE-BID CONFERENCE/WALK-THRU: | N/A |
| SMALL BUSINESS ENTERPRISE MEASURE: | SECTION 2, PARAGRAPH 2.2 |
| USER ACCESS PROGRAM: | SECTION 2, PARAGRAPH 2.21 |
| WRITTEN WARRANTY: | N/A |

FOR INFORMATION CONTACT:

KM! RA AT 305-375-1291, OR AT KMRA@MIAMIDADE.GOV

IMPORTANT NOTICE TO BIDDERS:

- 1. PLEASE COMPLETE AND SUBMIT ALL AFFIDAVITS ATTACHED TO THIS SOLICITATION.**
- 2. PRE-BID CONFERENCE WILL BE HELD ON TUESDAY, JULY 15, 2008 AT 10:00AM, 111 NW 1ST STREET, 13TH FLOOR, CONFERENCE ROOM A.**

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 48 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 48 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8736-5/14

Title: Towing Services (County Vehicles)

Sr. Procurement Contracting Agent: Km! Ra, CPPO, CPPB, C.P.M.

Bids will be accepted until 2:00 p.m. on Wednesday, July 30, 2008

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1
GENERAL TERMS AND CONDITIONS
Towing Services (County Vehicles)

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

SECTION 1
GENERAL TERMS AND CONDITIONS
Towing Services (County Vehicles)

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadecounty.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

SECTION 1
GENERAL TERMS AND CONDITIONS
Towing Services (County Vehicles)

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to

quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

SECTION 1
GENERAL TERMS AND CONDITIONS
Towing Services (County Vehicles)

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

| <u>Award Amount</u> | <u>Filing Fee</u> |
|-----------------------|-------------------|
| \$25,000-\$250,000 | \$500 |
| \$250,001-\$500,000 | \$1,000 |
| \$500,001-\$5 million | \$3,000 |
| Over \$5 million | \$5,000 |

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

SECTION 1
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Towing Services (County Vehicles)

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;

3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR -- ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS
Towing Services (County Vehicles)

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY

The purpose of this solicitation is to establish a contract for the purchase of towing services for County vehicles and equipment in conjunction with the County's needs on an as needed, when needed basis.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

2.2.1 A Small Business Enterprise (SBE) bid preference applies to this solicitation.

2.2.2 A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

2.2.3 The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID/PRE-OFFER CONFERENCE (RECOMMENDED)

2.3.1 A pre-bid conference will be held on Tuesday, July 15, 2008 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.

2.3.2 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.

2.3.3 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 Consumer Services Department be present to answer any questions that bidders may have and to clarify any registration issues.

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

SECTION 2
SPECIAL CONDITIONS
Towing Services (County Vehicles)

2.4 TERM OF CONTRACT: ONE (1) YEAR

This contract shall commence 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 that is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the one (1) year period.

2.5 OPTION TO RENEW FOR FIVE (5) ADDITIONAL YEAR(S) (With Price Adjustment)

2.5.1 The initial contract prices resultant from this solicitation shall prevail for a one (1) year(s) period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional five (5) year(s) period on a year-to-year basis. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index (CPI), All Urban Consumers, All Items, Miami-Ft. Lauderdale.

2.5.2 It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the bidder's request for adjustment should be submitted ninety (90) days prior to expiration of the then current contract term. The bidder adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.5.3 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.

2.5.4 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.

NOTE 1: ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO A SPECIFIC BIDDER.

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SPECIAL CONDITIONS
Towing Services (County Vehicles)

2.6 METHOD OF AWARD (GROUPS 1 THRU 4 FOR ALL ZONES): Up to Four (4) Bidders on a Group by Group Basis Within Each Zone

Award of this contract will be made to up to four (4) responsive, responsible bidders on a Group-by-Group basis within each Zone based on the lowest price proposed for Item Number One (1), First 10 Mile Tow, for each Group within a Zone. While the award will be made to up to four (4) bidders by Group within a Zone to assure availability, the lowest bidder of that 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 that the bidder(s) equipment qualifies to submit offers on, the County shall have the right and sole discretion to decide which of those zones bid will be awarded to the bidder(s).

2.6.1 STANDARD TOWS

All standard tows performed under this contract will require the successful 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. Should the tow require dollies, 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 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 your elimination from award consideration for that group within that zone.

2.6.2 PRE-QUALIFICATION TO QUOTE SPECIALIZED TOWS (GROUP 5, ALL ZONES)

Award of this section of the contract will be made to all responsive, responsible bidders who meet the minimum qualifications set forth in this solicitation. A bidder will be deemed qualified if awarded any group(s) within a zone and will be considered as being pre-qualified for Group 5 within the awarded zone.

2.6.3 SPECIALIZED TOWS

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, D-8 bulldozers, 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 requiring 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.

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SPECIAL CONDITIONS
Towing Services (County Vehicles)

2.7 PRICES SHALL BE FIXED AND FIRM DURING THE CONTRACT TERM

The prices proposed by the bidders awarded a contract under this solicitation, shall remain fixed and firm during the term of the contract.

2.8 EXAMINATION OF COUNTY FACILITY AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

Intentionally Omitted

2.11 INDEMNIFICATION AND INSURANCE (2) - TOWING AND AUTOMOTIVE REPAIR SERVICES

2.11.1 Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

2.11.2 The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and Contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

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Towing Services (County Vehicles)

- B. General Liability Insurance including Garage Keepers Legal Liability in amount not less than \$500,000 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.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

2.11.3 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

2.11.3.1 The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

Or

2.11.3.2 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

2.11.4 Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE 2: MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

2.11.5 Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

2.11.6 Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission

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approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1, Paragraph 1.23 of the General Terms and Conditions.

2.11.7 The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2, Paragraph 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in accordance with Section 1, Paragraph 1.23 of the General Terms and Conditions.

2.12 BID GUARANTY
Intentionally Omitted

2.13 PERFORMANCE BOND
Intentionally Omitted

2.14 CERTIFICATE OF MIAMI-DADE COUNTY TOWING LICENSE

2.14.1 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 Consumer Services Department qualifying said person, firm corporation or joint venture to perform the work proposed. A photocopy of the Miami-Dade County Towing License shall be submitted with your bid.

2.14.2 Failure to meet this requirement may result in your bid being rejected.

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Towing Services (County Vehicles)

2.15 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICE RENDERED

2.15.1 The County shall provide periodic payments for services rendered by the bidder. In order for the County to provide payment, the 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.

2.15.2 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
- Invoice number
- Bidder's Federal Identification Number on file with Miami-Dade County

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

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- 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 3: IN ADDITION TO ALL OF THE ABOVE-LISTED, THE FOLLOWING INFORMATION MUST BE 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 at the final destination.
 3. Description of vehicle towed to include: Make, unit number, VIN number, license number, year, color, mileage, and number of pieces.
 4. Description of tow truck to include: unit member, 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. Odometer readings at point of pick up and final destination.
 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 of authorized county representative receiving unit at final destination.
- 2.15.4 Chargeable mileage is from point of pick up to final destination. Toll charges, if any, shall be paid from point of pick up to final destination at the bidder's cost. Original, machine issued toll receipts shall accompany the specific invoice for payment. Tolls to point of pickup using the Florida Turnpike, Dolphin Expressway, Rickenbacker Causeway, or pickup and return using Broad Causeway shall be reimbursed. Tolls

SECTION 2
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Towing Services (County Vehicles)

will not be reimbursed without the original machine issued toll receipt, hand written receipts will not be accepted. The Department's Supervisor or designee shall inspect the towed vehicle before signing the invoice. Invoices will not be paid without this signature.

2.15.5 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.

ADDITIONAL INVOICING RESPONSIBILITY: 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 handed to the facility supervisor the next business day, 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 handed to the facility supervisor who requested the tow, for payment purposes.

2.16 SHIPPING TERMS

Intentionally Omitted

2.17 RESPONSE TIME

2.17.1 Contractors 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 contractor for default.

2.17.2 Response time is defined as the time when the call for service is made to the contractor and the time the contractor 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 has been involved in an accident and may be blocking traffic, the response time shall not exceed thirty (30) minutes.

2.17.3 If the response time is in excess of these established times, it shall be deemed unacceptable and the secondary successful bidder will be contacted to perform the services. In this situation, there will be no tow charge or charge for a cancelled call paid to the contractor initially contacted.

2.18 BACK ORDER ALLOWANCES

Intentionally Omitted

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2.19 WARRANTY REQUIREMENTS

Intentionally Omitted

2.20 CONTACT PERSONS:

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Km! Ra, at (305) 375-1291; email – kmra@miamidade.gov

2.21 COUNTY USER ACCESS PROGRAM (UAP)**2.21.1 USER ACCESS FEE**

2.21.1.1 Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

2.21.1.2 The bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

2.21.2 JOINT PURCHASE

2.21.2.1 Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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- 2.21.2.2 For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.
- 2.21.2.3 Miami-Dade County shall have no liability to the bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the bidder and shall be paid by the ordering entity less the 2% UAP.

2.21.3 **BIDDER COMPLIANCE**

If a bidder fails to comply with this section, that bidder may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 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 by the responsible contractor. Barricades shall be provided by the contractor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.23 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 successful bidder(s) at the contract price(s) established herein in accordance with the terms and conditions cited in Paragraph 2.30. 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).

2.24 EMERGENCY SERVICE

2.24.1 The bidder shall provide twenty-four (24) hours, seven (7) days a week emergency service to the County under the contract. The successful 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.

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SPECIAL CONDITIONS
Towing Services (County Vehicles)

2.24.2 The use of a telephone answering service under this contract will not be acceptable.

2.25 INVENTORY OF EQUIPMENT

2.25.1 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 the Consumer Services Department, 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 contract must be on file with the Consumer Services Department at the time of bid opening and may be requested to review for authenticity by Miami-Dade County Department of Procurement Management. If such a contract is not in effect at the time of bid opening of this solicitation, that vehicle may not be counted on the equipment list towards satisfaction of the minimum equipment requirements. The list of equipment furnished must be in agreement with the equipment listed at the Consumer Services Department and must show the bidder meets the equipment requirements listed in Bid Section 3, Paragraph 3.4.

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

2.25.3 Prior to award, the County shall verify the validity of the towing licenses submitted by the successful bidder(s) with the Consumer Services Department to ascertain that 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 Consumer Services Department.

2.26 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 vendors on the contract to obtain a price quote for the required services. The County reserves the right to award these services to the contract vendor 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 by addendum if the selected vendor is currently on the contract.

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Towing Services (County Vehicles)

2.27 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.

2.28 DEMONSTRATION OF COMPETENCY FOR TOWING SERVICE SUPPLIERS:

2.28.1 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 will be considered.

2.28.1.1 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 Section 3, Paragraph 3.4, to ensure that the bidder can satisfactorily provide the towing services required if awarded this bid solicitation.

2.28.1.2 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.

2.29 SUB-CONTRACT WITH ANOTHER VENDOR IS NOT ALLOWED.

Pursuant to Section 1, Paragraph 1.15, sub-contracting is not allowed under this contract.

2.30 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

Although this Solicitation is specific to certain County Department, 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 successful bidder(s) at the contract price(s) established herein. 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).

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SPECIAL CONDITIONS
Towing Services (County Vehicles)

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

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

2.32 MIAMI-DADE HOUSING (MDHA) EXEMPTION TO CERTAIN CLAUSES

The contract to be awarded under this solicitation will be accessed by the Miami-Dade Housing Authority (MDHA). As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation:

Section 1, Paragraph 1.10 (Local Preferences), Section 1, Paragraph 1.26 (Office of the Inspector General), Section 2, Paragraph 2.2 (Small Business Contract Measures), and Section 2, Paragraph 2.21 (County User Access Program - UAP).

SECTION 3
TECHNICAL SPECIFICATION
Towing Services (County Vehicles)

3.1 SCOPE

The bidder shall provide all necessary supervision, labor and equipment to provide proper towing services for County Vehicles and Equipment as specified herein and in conjunction with the County's needs on an as needed when 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 any over mileage for the tow will be paid at the additional mile rate.

3.3 ZONES

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

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.

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 S.W. 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.

SECTION 3
TECHNICAL SPECIFICATION
Towing Services (County Vehicles)

3.4 MINIMUM EQUIPMENT REQUIREMENTS FOR ZONE BIDDING BY EQUIPMENT GROUP

3.4.1 Bidders may bid up to the maximum number of zones allowed by the equipment you own or lease as registered with the Consumer Services Department of Miami-Dade County as of the bid opening date. Bidding on services in one group does not prohibit the bidder from bidding to provide services in other groups provided the bidder meets the minimum equipment requirements of each group bid on, further stated by the number of zones to be bid. All wreckers will be equipped and conform to 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 Consumer Services Department to ascertain 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 the Consumer Services Divisions definitions, are required for equipment counting purposes for qualification to bid zones in this bid as follows:

Class A Tow Truck or Car 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. |

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- | | |
|---------------------------|-------------|
| 8. Safety chains (2 EACH) | 6/16" 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" |

NOTE 4: 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

NOTE 5: For purposes of this solicitation a Tow vehicle is a Tow Truck as defined by Class (A, B, C or D), a car carrier meeting class Towing License requirements by Class (A, B, C or D), a Truck Tractor with dedicated qualifying 5th wheel attachment or a Truck Tractor with a dedicated 80,000 LBS. G.C.V.R. lowboy.

NOTE 6: FOR COMPLYING WITH EQUIPMENT QUANTITY REQUIREMENTS TO QUALIFY FOR ZONES TO BE BID, HEAVIER CLASS TOW VEHICLES MAY BE SUBSTITUTED IN ANY GROUP FOR LIGHTER CLASS TOW VEHICLES ON A ONE UNIT FOR ONE UNIT BASIS COVERING A ONE CLASS CHANGE ONLY.

SECTION 3
TECHNICAL SPECIFICATION
Towing Services (County Vehicles)

A. GROUP #ONE (1)

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passengers and cargo vans, all pickup trucks with or without dual rear wheels and all SUV's. Where more than one tow vehicle is required in a tow class the bidder must have at least one tow truck and one car carrier within each classification's requirements. To bid five (5) or more zones the bidder must have no less than two tow trucks and two car carrier units within each classification's requirements.

To Bid One (1) Zone: The Bidder must have Four (4) Class "A" Tow vehicles and one (1) Class "B" Tow vehicle.

To Bid Two (2) Zones: The Bidder must have Six (6) Class "A" Tow vehicles and two (2) Class "B" Tow vehicles.

To Bid Three (3) or Four (4) Zones: The Bidder must have Eight (8) Class "A" Tow vehicles and Three (3) Class "B" Tow vehicles.

To Bid Five (5) or Six (6) Zones: The Bidder must have Twelve (12) Class "A" Tow vehicles and Four (4) Class "B" Tow vehicles.

To Bid Seven (7) or Eight (8) Zones: The Bidder must have Fourteen (14) Class "A" Tow vehicles and Six (6) Class "B" Tow vehicles.

B. GROUP # TWO (2)

Vehicles in Group # Two (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, 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. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded. Where more than one tow vehicle is required in a tow class the bidder must have at least one tow truck and one car carrier or lowboy within each classification's requirements. To bid five (5) or more zones the bidder must have no less than two tow trucks and two car carrier or lowboy units within each classification's requirements.

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.

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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 Tow vehicles (8) Class “C” Units.

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.

C. GROUP # THREE (3)

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over approximately 33,000 lbs. GVWR. Tandem rear axle flat bed 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. Vehicles in this class may or may not be loaded when service is required. Where more than one tow vehicle is required in a tow class the bidder must have at least one tow truck and one car carrier or lowboy within each classification’s requirements. To bid five (5) or more zones the bidder must have no less than two tow trucks and two car carrier or lowboy units within each classification’s requirements.

To Bid One (1) Zone: The Bidder must have One (1) Class “C” Unit and One (1) Class “D” Unit.

To Bid Two (2) Zones: The Bidder must have Two (2) Class “C” Units and Two (2) Class “D” Units.

Three (3) or Four (4) Zones: The Bidder must have Two (2) Class “B” Units, Wrecker, Four (4) Class “C” Units and Two (2) Class “D” Units.

To Bid Five (5) or Six (6) Zones: The Bidder must have Two (2) Class “B” Units, Wrecker, Four (4) Class “C” Units and Three (3) Class “D” Units.

To Bid Seven (7) or Eight (8) Zones: The Bidder must have Two (2) Class “B” Wreckers, Four (4) Class “C” Units and Four (4) Class “D” Units.

D. GROUP # FOUR (4)

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required. Where more than one tow vehicle is required in

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a tow class the bidder must have at least one tow truck and one car carrier or lowboy within each classification's requirements. To bid five (5) or more zones the bidder must **have** no less than two tow trucks and two car carrier or lowboy units within each classification's requirements.

To Bid One or Two (2) Zones: The Bidder must have Two Class "C" Tow vehicles and Two Class "D" Tow vehicles.

Three (3) or Four (4) Zones: The Bidder must have Four (4) Class "C" Tow vehicles and Two (2) Class "D" Tow vehicles.

To Bid Five (5) or Six (6) Zones: The Bidder must have Six (6) Class "C" Tow vehicles, Three (3) Class "D" Tow vehicles, and One (1) minimum rated 80,000 LBS. G.C.V.W. Low Boy.

To Bid Seven (7) or Eight (8) Zones: The Bidder must have Six (6) Class "C" Tow vehicles, Four (4) Class "D" Tow vehicles, and Two (2) minimum rated 80,000 LBS. G.C.V.W. Low Boys.

NOTE 7: QUOTES THAT CONTAIN PRICING NOT CONSISTENT WITH INDUSTRY BIDDING REGARDLESS OF THE GROUP THEY ARE TENDERED FOR, WILL RESULT IN THE DISQUALIFICATION OF THE ENTIRE BID FOR THAT GROUP WITHIN THAT ZONE.

E. GROUP # FIVE (5)

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight equipment or items and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport.

NOTE 8: If bidder(s) submit offers on more zones that the bidder(s) equipment qualifies to submit offers on, the County shall have the right and sole discretion to decide which zones bid will be awarded to the bidder(s).

3.7 UNUSUAL OCCURRENCES WHICH MAY REQUIRE EXTRA SERVICES.

It will be the responsibility of the County to alert the successful bidder to any unusual or irregular conditions that may exist or be peculiar to 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

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charges for the use of additional wrecker equipment. All additional equipment must be authorized in advance by the Shop Supervisor or his designee assigning the tow work.

3.7.1 USE OF AN ADDITIONAL WRECKER

If the use of an additional wrecker, or wreckers, is required to execute whatever (any and all) 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.

3.8 DRIVE SHAFTS AND AXLES

Vehicles which are equipped with automatic transmissions 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 axle 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.

3.9 COMPLETED TOWS

During regular hours, the successful Bidder(s) shall not drop the tow until the Shop Foreman or his representative certifies that the tow has been properly performed. The successful 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.

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3.10 DAMAGED VEHICLES

- 3.10.1 The successful 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.
- 3.10.2 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.

3.11 CONTRACTOR REQUIREMENTS

- 3.11.1 Successful Bidder(s) at the commencement and during the duration of the contract resulting from this Bid Proposal 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 successful 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 contractor's business 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.
- 3.11.2 All wreckers listed as bidder's equipment on the submitted equipment list, shall be lettered at a minimum with the successful bidder(s) company name, address and phone number on the vehicle, at the time of bid submittal.

3.12 RETRIEVAL OF IMPOUNDED OR STORED COUNTY VEHICLES

From time to time, the County may direct the successful bidder in a zone to retrieve vehicle(s) from impound or storage yards. This will require the successful bidder to pay the appropriate impound and storage charges which they will include on their invoice for reimbursement by Miami-Dade County at cost, in addition to the normal charges and fees for the tow involved.

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3.13 CANCELLED CALLS

A call may be cancelled at anytime up to the moment the subject vehicle is both hooked up AND 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, will be charged at ½ 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 category. 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 GSA/Fleet Management has projected estimated yearly tows as follows:

Group 1 – six thousand six hundred (6,600) yearly tows

Group 2 – seven hundred and twenty (720) yearly tows

Group 3 – one thousand two hundred (1,200) yearly tows

Group 4 – five hundred (500) yearly tows

3.14.2 These estimated quantities represent a combined total of nine thousand and twenty (9,020) tows per year, or approximately twenty five (25) tows per day.

3.14.3 ESTIMATED QUANTITIES IN THE BID SUBMITTAL FORM

3.14.3.1 The estimated quantities provided in the Bid Submittal Form are a Simple Average calculation based on the estimated yearly tows provided by GSA 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.

3.14.2 Vendors 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.

3.15 OPEN A LOCKED VEHICLE

The County may choose to call any successful vendor, by Zone, and request that vendor to unlock a County vehicle. It is the intent of the County that these services shall be for

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incidents when authorized County employees have inadvertently locked the vehicle keys inside County vehicles. The response times already established in preceding paragraphs and clauses for towing shall apply to these requests. Bidders shall submit a price per call for providing this service. This price shall be a firm fixed price, regardless of how long it takes the vendor's employees or technicians to open the vehicle. A request to open a locked vehicle shall not be considered a tow.

3.16 MINIMUM PERFORMANCE STANDARDS OF AVAILABILITY

3.16.1 The County requires that all awarded vendors 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 meaning an eighty-five percent (85%) of calls for service are responded to and result in services that are satisfactorily completed. This percentage is a minimum required performance standard measured on a weekly basis by Zone and Group.

3.16.3 Towing contractors 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.

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

The bidder shall provide all necessary supervision, labor and equipment to provide proper towing services for County Vehicles and Equipment as specified herein and in conjunction with the County's needs on an as needed when needed basis. Award of this contract will be made to the four (4) responsive, responsible bidders on a group-by-group basis within each Zone who submit the lowest price based on the prices proposed by bidders for Item Number One (1), First 10 Mile Tow, for each Group within a Zone.

ZONE 1: AREA WEST OF 32ND AVENUE FROM NW 36 STREET NORTH TO THE COUNTY LINE.

GROUP # 1

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passenger and cargo vans, all pickup trucks with or without dual rear wheels and all SUV's are included.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 825 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |
| 3 | | Open A Locked Vehicle | \$ | |

GROUP # 2

Vehicles in Group # Two (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, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of 33,000 lbs. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded. .

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 90 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 3

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over 33,000 lbs. GVWR, flat bed 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. This category includes ALL tandem rear axle trucks. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|----------------------------------|----------------------------|--------------|-------------------------|
| 1 | 150 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 4

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required. .

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|----------------------------------|----------------------------|--------------|-------------------------|
| 1 | 63 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 5

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport for each zone (see Section 2.0, Paragraph 2.6.2 for Method of Award).

OPEN A LOCKED VEHICLE: \$ _____ per call (ZONE 1)

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

ZONE 2 – AREA EAST OF 32ND AVENUE TO THE OCEAN, FROM NW 36 STREET (41ST STREET ON MIAMI BEACH) NORTH TO THE COUNTY LINE.

GROUP # 1

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passengers and cargo vans, all pickup trucks and all SUV’s.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 825 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 2

Vehicles in Group # Two (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, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of 33,000 lbs. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 90 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 3

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over 33,000 lbs. GVWR, flat bed 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. This category includes ALL tandem rear axle trucks. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 150 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 4

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 63 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 5

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport for each zone (see Section 2.0, Paragraph 2.6.2 for Method of Award).

OPEN A LOCKED VEHICLE: \$ _____ per call (ZONE 2)

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.

GROUP # 1

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passengers and cargo vans, all pickup trucks and all SUV's.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 825 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

BID SUBMITTAL FOR:
Towing Services (County Vehicles)

FIRM NAME: _____

GROUP # 2

Vehicles in Group # Two (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, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of 33,000 lbs. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded. .

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 90 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 3

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over 33,000 lbs. GVWR, flat bed 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. This category includes ALL tandem rear axle trucks. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 150 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 4

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 63 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 5

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport for each zone (see Section 2.0, paragraph 2.6.2 for Method of Award).

OPEN A LOCKED VEHICLE: \$ _____ per call (ZONE 3)

ZONE 4 – AREA FROM NW 36 STREET (41ST ON MIAMI BEACH) SOUTH TO KENDALL DRIVE (SW 88 STREET), PALMETTO EXPRESSWAY EAST TO THE OCEAN.

GROUP # 1

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passengers and cargo vans, all pickup trucks and all SUV's.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 825 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 2

Vehicles in Group # Two (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, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of 33,000 lbs. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 90 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 3

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over 33,000 lbs. GVWR, flat bed 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. This category includes ALL tandem rear axle trucks. Vehicles in this class may or may not be loaded when service is required..

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 150 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 4

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 63 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 5

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport for each zone (see Section 2.0, paragraph 2.6.2 for Method of Award).

OPEN A LOCKED VEHICLE: \$ _____ per call (ZONE 4)

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.

GROUP # 1

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passengers and cargo vans, all pickup trucks and all SUV's.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 825 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 2

Vehicles in Group # Two (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, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of 33,000 lbs. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 90 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 3

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over 33,000 lbs. GVWR, flat bed 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. This category includes ALL tandem rear axle trucks. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 150 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 4

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 63 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 5

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport for each zone (see Section 2.0, paragraph 2.6.2 for Method of Award).

OPEN A LOCKED VEHICLE: \$ _____ per call (ZONE 5)

ZONE 6 – AREA WEST FROM KENDALL DRIVE (SW 88 STREET), SOUTH TO SW 184 STREET, FROM S.W. 117 AVENUE, EAST TO THE OCEAN.

GROUP # 1

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passengers and cargo vans, all pickup trucks and all SUV's.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 825 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 2

Vehicles in Group # Two (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, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of 33,000 lbs. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 90 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 3

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over 33,000 lbs. GVWR, flat bed 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. This category includes ALL tandem rear axle trucks. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 150 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 4

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 63 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 5

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport for each zone (see Section 2.0, paragraph 2.6.2 for Method of Award).

OPEN A LOCKED VEHICLE: \$ _____ per call (ZONE 6)

ZONE 7 – AREA FROM SW 184 STREET AND KROME AVENUE, EXTENDING TO THE COUNTY LINE WEST AND SOUTH.

GROUP # 1

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passengers and cargo vans, all pickup trucks and all SUV's.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 825 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 2

Vehicles in Group # Two (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, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of 33,000 lbs. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 90 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 3

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over 33,000 lbs. GVWR, flat bed 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. This category includes ALL tandem rear axle trucks. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 150 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 4

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 63 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 5

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport for each zone (see Section 2.0, paragraph 2.6.2 for Method of Award).

OPEN A LOCKED VEHICLE: \$ _____ per call (ZONE 7)

ZONE 8 – AREA SOUTH OF SW 184 STREET AND KROME AVENUE, EXTENDING TO THE COUNTY BOUNDARIES EAST AND SOUTH.

GROUP # 1

Vehicles in Group One (1) include but are not limited to automobiles, station wagons and all passengers and cargo vans, all pickup trucks and all SUV's.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 825 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

BID SUBMITTAL FOR:
Towing Services (County Vehicles)

FIRM NAME: _____

GROUP # 2

Vehicles in Group # Two (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, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to general GVWR of 33,000 lbs. This category includes ALL single rear axle trucks (exclusive of pickup trucks which are included in Group 1). These vehicles may or may not be loaded.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 90 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 3

Vehicles in Group # Three (3) include but are not limited to water tank and spray trucks rated over 33,000 lbs. GVWR, flat bed 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. This category includes ALL tandem rear axle trucks. Vehicles in this class may or may not be loaded when service is required.

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 150 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

**BID SUBMITTAL FOR:
Towing Services (County Vehicles)**

FIRM NAME: _____

GROUP # 4

This category includes but it not limited to, Tractor-Trailers and combined vehicles, large heavy equipment such as bulldozers up to and including Caterpillar D-6 class, Wheel Loaders up to Caterpillar 950H class, and similar equipment which could be loaded onto a standard 80,000 GVWR tractor flat bed trailer combination. Vehicles in this class may or may not be loaded when service is required. .

| ITEM | ESTIMATED QUANTITY (YEARLY TOWS) | DESCRIPTION | COST PER TOW | TOTAL (FOR YEARLY TOWS) |
|------|-------------------------------------|-------------------------------|-----------------|-------------------------------|
| 1 | 63 | First Ten (10) Miles Towed | \$ | \$ |
| 2 | | Each Additional Mile Towed | \$ | |

GROUP # 5

Towing work within this category may be very broad based and may or may not be considered part of normal, standard automotive or truck tows. Samples of tows in this category may normally be considered over-size or over-weight and might include moving statues, boats, structures, D-8 Bulldozers, or other items not normally associated with an automotive or truck tow. Quotes will be solicited from awarded bidders of the nearest class of equipment to that requiring towing or transport for each zone (see Section 2.0, paragraph 2.6.2 for Method of Award).

OPEN A LOCKED VEHICLE: \$ _____ per call (ZONE 8)

REQUIRED SUBMITTAL:

- 1) Per Section 2, Paragraph 2.14 - Photocopies of the Miami-Dade County Towing Licenses must be submitted with your bid proposal.

- 2) Per Section 2, Paragraph 2.25- Bidders are required to submit a complete list of towing equipment.

SECTION 4
BID SUBMITTAL FOR:

Towing Services (County Vehicles)

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: Towing Services (County Vehicles)

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?
B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, by checking one of the following blocks, that it is [] or is not [], a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way.

Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ___/___-___/___/___/___/___/___

Prompt Payment Terms: ___% ___ days net ___ days (Please see paragraph 1.2 H of General Terms and Conditions)

*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX

AFFIDAVITS FORMAL BIDS

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

| Business Name and Address of First Tier Subcontractor/Subconsultant | Principal Owner | Scope of Work to be Performed by Subcontractor/Subconsultant | (Principal Owner) | |
|---|-----------------|--|-------------------|------|
| | | | Gender | Race |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Business Name and Address of Direct Supplier | Principal Owner | Supplies/Materials/Services to be Provided by Supplier | (Principal Owner) | |
| | | | Gender | Race |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Print Name
(Duplicate if additional space is needed)

Print Title

Date

FORM 100

