



**BID NO.: 8987-0/19**

**OPENING: 2:00 P.M.  
Wednesday, April 1, 2009**

**MIAMI-DADE COUNTY, FLORIDA  
I N V I T A T I O N  
T O B I D**

**TITLE:**

**TOWING (UNAUTHORIZED PARKING)**

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

<b>BID DEPOSIT AND PERFORMANCE BOND:</b> .....	N/A
<b>CATALOGUE AND LISTS:</b> .....	N/A
<b>CERTIFICATE OF COMPETENCY:</b> .....	SECTION 2, PARAGRAPH 2.14
<b>EQUIPMENT LIST:</b> .....	SECTION 2, PARAGRAPH 2.6
<b>EXPEDITED PURCHASING PROGRAM (EPP)</b>	N/A
<b>INDEMNIFICATION/INSURANCE:</b> .....	SECTION 2, PARAGRAPH 2.11
<b>LIVING WAGE:</b> .....	N/A
<b>PRE-BID CONFERENCE/WALK-THRU:</b> .....	N/A
<b>SMALL BUSINESS ENTERPRISE MEASURE:</b> .....	N/A
<b>SAMPLES/INFORMATION SHEETS:</b> .....	N/A
<b>SECTION 3 – MDHA:</b> .....	N/A
<b>SITE VISIT/AFFIDAVIT:</b> .....	N/A
<b>USER ACCESS PROGRAM:</b> .....	N/A
<b>WRITTEN WARRANTY:</b> .....	N/A

**FOR INFORMATION CONTACT:**

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

**IMPORTANT NOTICE TO BIDDERS:**

**PLEASE COMPLETE AND SUBMIT ALL AFFIDAVITS ATTACHED TO THIS SOLICITATION**

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

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 23 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 23 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

**INVITATION TO BID**

**Bid Number: 8987-0/19**

**Title: Towing (Unauthorized Parking)**

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

**Bids will be accepted until 2:00 p.m. on April 1, 2009**

**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:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board 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. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

**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 (Unauthorized Parking)**

**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. 1<sup>st</sup> Street, 13<sup>th</sup> 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](http://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, 19<sup>th</sup> 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](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> 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 (Unauthorized Parking)**

**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(t) 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 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidadegov](mailto:clerkbcc@miamidadegov).
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.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**  
**Towing (Unauthorized Parking)**

**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.
- K. The County reserves the right to request and evaluate additional information regarding the responsibility of the bidder from any bidder after the submission deadline as the County deems necessary.

**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 implied 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 (Unauthorized Parking)**

**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. 1<sup>st</sup> 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**

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County; stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

The Collusion Affidavit will be included in all solicitations and will be requested from all bidders/proposers once bids/proposals are received and the bidders list is distributed.

**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

**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**  
**Towing (Unauthorized Parking)**

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.

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.4.1 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, the Commission Auditor, 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 know 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 (Unauthorized Parking)**

**2.1 PURPOSE**

The purpose of this solicitation is to contract with towing companies (Vendors) for the removal of private vehicles parked without authorization on property owned or controlled by Miami-Dade County, on an as-needed-when-needed basis.

**2.2 SMALL BUSINESS CONTRACT MEASURES**

Intentionally Omitted

**2.3 PRE-BID CONFERENCE (RECOMMENDED)**

- A. A pre-bid conference will be held on Monday, March 23, 2009 at Stephen P. Clark Center in Conference Room No. 18-2 at 1:30PM to discuss the special conditions and specifications included within this solicitation. It is 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.
- B. Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.
- C. "Multiple members of individual community councils may be present."

**2.4 TERM OF CONTRACT**

- A. The term of this contract is ten (10) years.
- B. 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 which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents.
- C. The contract shall expire on the last day of the ten (10) year period.

**2.5 OPTION TO RENEW**

Intentionally Omitted

**2.6 METHOD OF AWARD: MULTIPLE VENDORS BY ZONE**

- A. Award(s) will be made to multiple responsive, responsible Vendors (towing companies) by zone, on a location-by-location basis. All Vendors must be licensed by the Consumer Services Division as required in Section 2, Paragraph 2.14, or any and

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Towing (Unauthorized Parking)**

all modified versions thereto, at the time of Bid submission, at the time of recommended award, and during the entire term of the contract.

- B. For purposes of this contract, the County has been divided into two (2) Zones – North and South. The Zones are defined as follows:
1. North Zone – All of Miami Dade County along NW 12 Street North to the Northern County Line bordered on the East and West by the respective County lines and all of Miami Beach.
  2. South Zone – All of Miami Dade County from (and excluding) NW 12<sup>th</sup> Street to the Southern County line bordered on the East and West by the respective County lines.
- C. The County shall make awards for each service location to the responsive, responsible Vendors whose primary business address is based in each zone. Vendors may only be awarded locations in the zones in which the Vendors primary business address is based.
- D. Awards in each zone shall be made for each location to the Vendor that is closest to the County property (service location) where the services are to be performed.
- E. The County shall determine the Vendor closest to each service location (by zone), by using a mapping service or software. It is hereby agreed and understood, that the County's choice of the mapping service or software, and the determination of the nearest vendor to each location using that service shall be final.
- F. It is the intent of the County to award no more than one service location to any single Vendor. Where a Vendor is determined by the mapping service or software to be the nearest to more than one location, the County shall have the right to award the other locations to the next nearest Vendor, and so on, until all locations are awarded.
- G. However, in the event that the County does not receive enough bids to award each location to a different bidder, by zone, the County shall have the right to award the remaining locations to each responsive, responsible bidder using a revolving criteria of next nearest, and so on.
- H. Bidders must submit a complete inventory list of towing equipment operated by their company. 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 the Miami-Dade Department of Procurement Management.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Towing (Unauthorized Parking)**

- I. The County shall make awards only to Vendors meeting the storage facility requirements as established in Section 3, Paragraph 3.9.

**2.7 PRICES AND FEES**

- A. Neither Miami-Dade County nor any of its employees, agents, or officers shall be responsible for any payments, fees, rates, or charges incurred under this contract.
- B. The prices, rates, or fees charged by the Vendor are due payable by the owner or operator of the vehicle towed.
- C. All prices, rates, and fees charged by the Vendor must comply with the rates and fee schedules established in the Miami-Dade County Towing Ordinance and any amendments thereto.
- D. Where the provisions of the Miami-Dade Towing Ordinance allows the towing rates or fees charged to be those of the city within which the service facility is located, the awarded Vendors shall comply with these provisions.
- E. The determination of what rates and fees are applicable for each specific tow is the responsibility of the awarded Vendors.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT**

Intentionally Omitted

**2.9 EQUAL PRODUCT**

Intentionally Omitted

**2.10 LIQUIDATED DAMAGES**

Intentionally Omitted

**2.11 INDEMNIFICATION AND INSURANCE – TYPE 2: TOWING**

- A. 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

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Towing (Unauthorized Parking)**

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.

- B. 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:
1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
  2. 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.
  3. 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.
- C. 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:
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. 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.



**SECTION 2**  
**SPECIAL CONDITIONS**  
**Towing (Unauthorized Parking)**

**2.12 BID GUARANTY**

Intentionally Omitted

**2.13 PERFORMANCE BOND**

Intentionally Omitted

**2.14 CERTIFICATIONS**

- A. In accordance with the Code of Miami-Dade County, Florida, Section 30-462 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.
  
- B. A photocopy of the Miami-Dade County Towing License shall be submitted with your bid. Failure to meet this requirement may result in your bid being rejected.

**2.15 METHOD OF PAYMENT**

Neither Miami-Dade County nor any of its employees, agents, or officers shall be responsible for any payments, fees, or charges incurred under this contract.

**2.16 SHIPPING TERMS**

Intentionally Omitted

**2.17 DELIVERY REQUIREMENTS**

Intentionally Omitted

**2.18 BACK ORDER ALLOWANCE**

Intentionally Omitted

**2.19 WARRANTY REQUIREMENTS**

Intentionally Omitted

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Towing (Unauthorized Parking)**

**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; or via email at: [kmra@miamidade.gov](mailto:kmra@miamidade.gov)

**2.21 UAP**

Intentionally Omitted

**2.22 FACILITIES MAY BE ADDED OR DELETED**

- A. Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County.
- B. It is hereby agreed and understood that any County department or agency may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the Vendor.

**2.23 COMPLIANCE WITH FEDERAL STANDARDS**

All services to be performed under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**2.24 LICENSES, PERMITS AND FEES**

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the services provided. Damages, penalties and or fines imposed on the County or the Vendor for failure to obtain required licenses, permits or fines shall be borne by the Vendor.

**2.25 TOWING ASSIGNMENTS IDENTIFIED BY THE COUNTY**

- A. All towing assignments during the contract period will be on an "as needed" basis, complying with notification requirements. The Vendor shall assume no guarantees as to the number or frequency of towing assignments.
- B. Determination for each towing assignment will be made by the County Department. The County department will verbally notify the Vendor of each unauthorized parking, and request that the vehicle be removed. For each assignment, the Vendor shall be

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Towing (Unauthorized Parking)**

responsible for the determination of the equipment required to tow the vehicle, and the proper and necessary use of all tools in the performance of the work.

**2.26 ADDING AND REMOVAL OF VENDORS**

During the term of the contract, the County shall have the right to add or remove vendors from the contract as determined in its best interest.

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Towing (Unauthorized Parking)**

**3.1 SCOPE**

The Vendor shall provide all necessary supervision, labor and equipment to provide proper towing services for unauthorized vehicles parked on County-owned or controlled property as specified herein and in conjunction with the County's needs on an as needed when needed basis.

**3.2 SUB-CONTRACTING**

If the County requests the Vendor to remove an unauthorized vehicle parked on its premises, and the Vendor does not have the equipment available to remove the vehicle, either because of the size of the vehicle or unavailability of equipment, the County may allow the Vendor to sub-contract with another Vendor on this contract, on a case-by-case basis, to remove the unauthorized vehicle.

**3.3 LOCATIONS**

For purposes of this contract, the County has been divided into two (2) Zones as identified in Section 2, Paragraph 2.6 (B), (1) and (2). The service locations and the zones to which they are assigned are identified below:

SERVICE LOCATIONS	ADDRESS	CITY
<b>NORTH ZONE</b>		
Civic Center Jury Lot	1250 NW 12 Street	Miami
Civic Center Lot 25	1355 NW 12 Avenue	Miami
Mahi Shrine Lot	1480 NW North River Dr	Miami
Caleb Center	5400 NW 22 <sup>nd</sup> Avenue	Miami
City Park Plaza	1469 NW 13 <sup>th</sup> Terrace	Miami
Gerstein Justice Building	1351 NW 12 <sup>th</sup> Street	Miami
Graham Building	1350 NW 12 <sup>th</sup> Avenue	Miami
Jesca Medical center	801 NW 17 Street	Miami
Juvenile Justice Center	3302 NW 27 <sup>th</sup> Avenue	Miami
Landmark	20000 NW 47 Avenue	Miami
Integrated Command Center	11500 NW 25 Street	Miami
Medical Examiner Building	No. 1 Bob Hope Road	Miami
Mental Health Div Facility	2200 NW 7 Avenue	Miami
Metro Annex	864 NW 23 <sup>rd</sup> . Street	Miami
MLK Building	2525 NW 25 Street	Miami
North Dade Justice Center	15555 Biscayne Blvd	North Miami
Public Defender Building	1320 NW 14 <sup>th</sup> Street	Miami
Records Center	9350 NW 12 <sup>th</sup> Street	Miami

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Towing (Unauthorized Parking)**

<b>SOUTH ZONE</b>		
Radio Shop	6110 SW 87 <sup>th</sup> Avenue	Miami
Richmond Heights Complex	12300 SW 152 Street	Miami
Elections/311	2700 NW 87 Avenue	Miami
SDGC Fire Station 34	10850 SW 211 <sup>th</sup> Street	Miami
SDGC Fleet Mgmt Shop	10740 SW 211 <sup>th</sup> Street	Miami
SDGC Library	10750 SW 211 <sup>th</sup> Street	Miami
SDGC Mosquito Control	10890 SW 211 <sup>th</sup> Street	Miami
SDGC Police Station 4	10800 SW 211 <sup>th</sup> Street	Miami
South Dade Govnmnt Center	10710 SW 211 <sup>th</sup> Street	Miami
St. Alban's Daycare Center	901 SW 64 Street	Miami
Ice Plant (old TECO)	1101 NE 1 <sup>st</sup> Avenue	Miami
Stephen P. Clark Center	111 NW 1 <sup>st</sup> Street	Miami
Cultural Center Garage	50 NW 2 Avenue	Miami
Courthouse Center Parking Garage	175 NW 2 Street	Miami
Hickman Garage	270 NW 2 Street	Miami
Hickman Building	275 NW 2 <sup>nd</sup> Street	Miami
Miami-Dade County West Lot	201 NW 2 Avenue	Miami
140 West Flagler Garage	140 West Flagler Street	Miami
Miami-Dade Flagler Building	140 West Flagler Street	Miami
Miami-Dade County North Lot	111 NW 3 Street	Miami
CAA Building	395 NW 1 <sup>st</sup> Street	Miami
Carol Day Care Center	112 NW 3 <sup>rd</sup> Street	Miami
Central Support Facility	200 NW 1 <sup>st</sup> Street	Miami
Coop Extension Building	18710 SW 288 <sup>th</sup> Street	Miami
Coordinated Victim's Assessment Cr	2400 South Dixie Highway	Miami
Coral Gables Branch Court	3100 Ponce de Leon	Coral Gables
Courthouse	73 West Flagler	Miami
Courthouse Center	175 NW 1 <sup>st</sup> Avenue	Miami
Cultural Center/Plaza	101 West Flagler Street	Miami
Data Processing Center	5680 SW 87 <sup>th</sup> Avenue	Miami
Data Processing Center/Annex	5600 SW 87 <sup>th</sup> Avenue	Miami
Hialeah Branch Court	11 East 6 Street	Hialeah
Homestead AFB	29050 Coral Sea Road	Homestead
Overtown Transit Village North	701 NW 1 Court	Miami
Overtown Transit Village South	601 NW 1 Court	Miami
Parcel B	400 NE 8 Street	Miami

### 3.4 **DAMAGED VEHICLES**

The Vendor that causes damages to vehicles by poor or improper towing or by the provision of improper towing services shall be responsible to the owner or operator of the towed

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Towing (Unauthorized Parking)**

vehicle. Miami-Dade County shall incur no liabilities or costs for the services provided under this contract.

**3.5 FAILURE TO PERFORM**

- A. If the vendor fails to perform the towing services within the period specified in the contract, the County may place the vendor in default, and terminate the Vendor from the contract.
- B. If the County terminates a Vendor for default, the Vendor shall promptly remove all signs and warning notices posted on the County facility, and the County shall have the right to contract for the towing services with a different Vendor.
- C. If the Vendor fails to remove the towing signs and notices from the County property within five (5) days after receiving the Letter of Termination for Default, the County shall have the right to remove the signs and warning notices and invoice the Vendor for any costs incurred in the removal. The County shall not be responsible for the disposal of the Vendor's warning signs and notices.
- D. If the County terminates a Vendor for default, the County shall have the right to re-award the specific location(s), (previously awarded to the defaulted Vendor) to another awarded contract Vendor, utilizing the same criteria and method that was used in the original solicitation.

**3.6 WARNING SIGNS AND NOTICES**

- A. Under the direction of the County, the Vendor shall provide, install, and maintain warning signs on the County property or facility. The Vendor shall provide these signs and notices at no cost to Miami-Dade County.
- B. All warning signs and notices posted by the Vendor on County property must conform to the requirements of the Towing Ordinance and all applicable Miami-Dade Building Code standards.

**3.7 RESPONSE TIME**

- A. Response time is defined as the time when the call for service is made to the Vendor and the time the Vendor arrives at the location where towing is to be performed. Under normal circumstances, this time shall not exceed thirty (30) minutes. In cases where a vehicle may be blocking access to an assigned parking area, the response time shall not exceed fifteen (15) minutes.
- B. Vendors shall indicate any inability to respond within the specified time frames established above at the time of the County's original request. Failure to consistently

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Towing (Unauthorized Parking)**

meet the response time requirements stated above may result in termination of the contractor for default.

**3.8 DEMONSTRATION OF COMPETENCY**

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

**3.9 VENDOR VEHICLE STORAGE FACILITIES**

- A. The Vendor shall maintain a storage facility or compound that complies with all provisions of applicable building, zoning, and environmental regulations on a 24 hour, 7 day a week basis. The facility must be of a sufficient size and capability to accommodate towed vehicles during the term of this agreement until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The terms "storage facility" and "compound" are interchangeable in meaning.
- B. The Vendor must maintain a Principal Compound capable of storing of not less than twenty (20) vehicles capacity. This Principal Compound shall be open and manned for vehicle receipt or release seven (7) days per week and twenty four (24) hours per day.
- C. The Vendor shall have available space for properly accommodating and protecting all motor vehicles entrusted to his/her care. All property used for storage of vehicles shall be completely enclosed by a fence or wall of adequate size to discourage theft of any vehicle or any property being stored inside.

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Towing (Unauthorized Parking)**

- D. All Vendor storage facilities shall be subject to inspection and must be approved by the County prior to the award of a contract. Storage facilities shall also be subjected to periodical inspection when deemed necessary by authorized County personnel, during the life of this contract.
- E. The Vendor is required to follow the guidelines set forth in Florida State Statute 713.78, Liens for Recovering, Towing, or Storing Vehicles and Vessels, as it may be amended from time to time regarding liens for towing and storage.

**3.10 MILEAGE CHARGES TO COMPOUND**

- A. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to the Principal Compound or to or from a subsidiary compound. The use of subsidiary compounds is for the convenience of the Vendor.

**3.11 VENDOR'S LIABILITY**

- A. The Vendor's liability for any vehicle towed and all property contained therein shall commence at the time the wrecker is hooked onto the vehicle to be towed.
- B. The Vendor shall have his employee, representative or agent, complete a Vehicle Storage Receipt (Tow Slip) jointly with the owner or possessor of the vehicle, for each vehicle he is directed to tow. The Tow Slip should be signed by all parties completing the receipt. One copy shall be maintained by the Vendor as a permanent record, one copy given to an authorized County representative at the service location that requested the tow, and one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle.
- C. The Vehicle Storage Receipt (Tow Slip) shall contain the following information:
  - 1. Make of vehicle and type.
  - 2. License number and VIN number.
  - 3. A list of all personal property contained in the vehicle to be towed.
  - 4. General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
- D. No vehicle shall be removed from the service until the Vehicle Storage Receipt has been completed and signed.
- E. In the event the owner, or rightful possessor of the vehicle returns to the location after hook-up is completed, but before the vehicle is towed from the scene, the Vendor

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Towing (Unauthorized Parking)**

shall release the vehicle upon receipt of 50% of the current towing rate due, if the vehicle is not obstructing the right-of-way.

**3.12 OWNER NOTIFICATION**

- A. The Vendor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713.
- B. The Vendor agrees to maintain a log at the place of business listing date, time, and method of notification.

**3.13 SERVICE CALL CANCELLATION**

- A. The County reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Vendor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

**SECTION 4  
BID SUBMITTAL FORM**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**Wednesday, April 1, 2009**



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:KR                      DPM Purchasing Division                      Date Issued: 03/13/2009                      This Bid Submittal Consists of Pages 20 through 23 + Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**TOWING (UNAUTHORIZED PARKING)**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids  
A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

**DO NOT WRITE IN THIS SPACE**

ACCEPTED \_\_\_\_\_ HIGHER THAN LOW \_\_\_\_\_  
NON-RESPONSIVE \_\_\_\_\_ NON-RESPONSIBLE \_\_\_\_\_  
DATE B.C.C. \_\_\_\_\_ NO BID \_\_\_\_\_  
ITEM NOS. ACCEPTED \_\_\_\_\_  
COMMODITY CODE: **968-90**  
Senior Procurement Contracting Agent    Km! Ra

FIRM NAME: \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidade.gov/DPM/SolicitationList.aspx>**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 23 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**  
**FAILURE TO SIGN PAGE 23 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

TOWING (UNAUTHORIZED PARKING)

FIRM NAME: \_\_\_\_\_

Vendor/Contractor Information

1. Name of Towing Company: \_\_\_\_\_

2. Address: \_\_\_\_\_

\_\_\_\_\_

3. Telephone Number(s): \_\_\_\_\_

4. Name of Principal/Owner: \_\_\_\_\_

5. Towing Licence Number: \_\_\_\_\_

Copy of Towing Licence included in Bid Submittal.

6. Location of Principal Compound: \_\_\_\_\_

6 (a) Size: \_\_\_\_\_ square feet

7. Location of any Subsidiary Compound: \_\_\_\_\_

7 (a) Size: \_\_\_\_\_ square feet

8. In what Zone is the Towing Company Located?  North  South

9.  List of towing equipment included in Bid Submittal (as required in Section 2, Paragraph 2.6, {I}).

SECTION 4  
BID SUBMITTAL FOR:

TOWING (UNAUTHORIZED PARKING)

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 (Unauthorized Parking)

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 interested 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?

Yes \_\_\_\_\_ No \_\_\_\_\_ and

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?

Yes \_\_\_\_\_ No \_\_\_\_\_

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



Note: This affidavit will be requested from all bidders once bids are received and evaluated.

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared \_\_\_\_\_ who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

[ ] is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR [ ] is related to the following parties who bid in the solicitation which are identified and listed below:

\_\_\_\_\_  
\_\_\_\_\_

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: \_\_\_\_\_ 20\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

\_\_\_\_\_  
Signature of Notary Serial Number

\_\_\_\_\_  
Print or Stamp Name of Notary Expiration Date

Notary Public – State of \_\_\_\_\_

Notary Seal