

PURCHASING OFFICE

P.O. BOX 3371

PHONE 813-247-8050

FAX 813-247-0907

Cal Henderson, Sheriff

HILLSBOROUGH COUNTY

TAMPA, FLORIDA 33601

August 6, 2001

FISCAL BUREAU

2008 E. 8th Avenue

Tampa, FL 33605

Gail Vance, Senior Buyer

(813) 247-8048

PROPOSAL TITLE: Wrecker Service for Impounded Vehicles with Holds, Discretionary Impounds and Sheriff's Office Vehicles and Equipment

PROPOSAL NUMBER: 18-01

INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Provisions (Part A); the Special Provisions (Part B); the Technical Specifications (Part C); and the Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package". Said proposal package must be the basis upon which all proposals are offered and the same (the entire proposal package) must be kept together and returned, intact, by the time and at the place herein specified. The proposer must **manually sign** the General Terms and Provisions (Part A) and Proposal Response (Part D). Any questions concerning this proposal package should be directed to the Buyer whose name appears above.

When awarded, the proposal package becomes the "**Contract Document**". The Proposer's signature on the proposal constitutes Proposer's agreement to the terms therein. The signature on the Proposal Package must be signed by an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. **READ THE ENTIRE PROPOSAL CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

WHEN SUBMITTING A SEALED PROPOSAL, ALL PROPOSALS SHOULD BE CLEARLY MARKED AS A PROPOSAL DOCUMENT. THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL NUMBER, PROPOSAL TITLE AND DATE DUE ON THE OUTSIDE OF THE ENVELOPE.

REQUEST FOR PROPOSAL FOR

WRECKER SERVICE FOR IMPOUNDED VEHICLES WITH HOLDS, DISCRETIONARY IMPOUNDS AND
SHERIFF'S OFFICE VEHICLES AND EQUIPMENT

HILLSBOROUGH COUNTY SHERIFF-S OFFICE PROPOSAL NO. 18-01

LETTER OF INTENT

The undersigned acknowledges the General Terms and Provisions of this Request for Proposal and intends to respond to the Proposal. We understand that any changes, clarification and addenda to the Proposal will be promptly communicated to the individual authorized below to receive this information.

Name

Company Name

Address

Telephone Number

_____ Will attend the Pre-Proposal Conference

NOTE: IF YOU PLAN TO ATTEND THE PRE-PROPOSAL CONFERENCE, THIS FORM MUST BE FAXED OR DELIVERED PRIOR TO THE CONFERENCE DATE, TO THE ATTENTION OF THE BUYER AT 813-247-0907.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 E 8th Avenue
Tampa, FL 33605

August 6, 2001

VENDOR:

- INSERT VENDOR NAME & ADDRESS HERE -

SUBJECT: Request for Proposal Number 18-01

PROPOSAL TITLE: Wrecker Service for Impounded Vehicles with Holds, Discretionary Impounds, and Sheriff-s Office Vehicles and Equipment

OPENING DATE & TIME: September 4, 2001 @ 3:00 PM

**PLACE: Sheriff's Operation Center
Purchasing Office, Room 125
2008 E 8th Avenue
Tampa, FL 33605**

Proposals will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated above.

**PRE-PROPOSAL CONFERENCE: August 20, 2001 @ 10:00 am
Sheriff-s Operation Center
Communications Center
Tampa, FL 33605**

PART A - GENERAL TERMS AND PROVISIONS:

1. Proposals: Must be contained in a SEALED envelope addressed to: Cal Henderson, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. The Proposer shall provide one (1) original document with four (4) copies. To prevent inadvertent opening, the proposal package must be marked as a PROPOSAL DOCUMENT, including the proposal number, date and time of opening on the outside of the envelope.

If our specifications, when included in our Request for Proposal, are not returned with your proposal, and no specific reference is made to them in your proposal, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the proposal contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your proposal response.

2. The responsibility for getting the proposal to the Sheriff's Office on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the vendor unopened with the notation "This Proposal Was Received After the Time Designated For the Receipt and Opening of Proposals".

3. Time for Consideration: Proposer warrants by virtue of offering the prices quoted in his proposal will be good for an evaluation period of forty-five (45) calendar days from the date of proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their proposals after the opening time and date.

4. Prices: All proposals submitted must show the net proposal price after any and all discounts allowable have been deducted. Price (s) offered are to be F.O.B. Destination (DELIVERED). State sales tax and federal excise tax shall not be included as the Sheriff's Office is tax-exempt for materials sold directly to them. The Sheriff will issue exemption certificates to the successful vendor when requested.

The Vendor's attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this proposal matter and that all applicable taxes and fees shall be deemed to have been included in the Vendor's proposal as part of his materials cost, when applicable.

5. Proposal Errors: When errors are found in the extension of proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the bidder.

6. Claims: The successful proposer will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.

7. Proposal Submittal Costs: Submittal of a proposal is solely at the cost of the proposer and the Sheriff's Office in no way is liable or obligates itself for any cost accrued to the proposer in coming up with the Proposal Submittal.

8. On-Line Documents: The Hillsborough County Sheriff's Office is publishing documents on its web page for the convenience of vendors wanting to do business with the Sheriff and to save tax dollars. This service is public record and the Sheriff is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.

9. No Proposal: If the receipt of this request for quotation is not acknowledged, Proposer's name may be removed from the proposer's mailing list.

10. Compliance with Occupational Safety and Health Act: Proposer certifies that all material, equipment, etc., contained in his proposal meets all OSHA requirements.

11. Public Entity Crimes: Pursuant to Florida Statute 287-132-133, effective July 1, 1989, the Hillsborough County Sheriff, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently \$25,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), F.S.

If you submit a proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

12. Acceptance and Rejection: The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all proposals, for cause, to waive irregularities, if any, in any proposal, and to accept the proposal, which in the judgement of the Sheriff, is in the best interest of Hillsborough County.

- 13. It is important that vendor visit sites where services, if applicable, are to be provided to familiarize himself with the scope of the effort required.
- 14. Specifications are attached.

CAL HENDERSON, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

- Signature on File -

By: _____
J.H. Shillady,
Comptroller

- 15. General Terms and Provisions outlined above are acknowledged. Our proposal is attached.

Date _____

Signed _____

Company Officer

Company Name

NOTE: THIS MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 15. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE SPECIFICATION PAGE OR IN YOUR PROPOSAL RESPONSE.

PART B - SPECIAL PROVISIONS

1. GENERAL REQUIREMENTS

It is the intent of these specifications to describe the requirements and insure that wrecker towing services and impound lots/storage areas are available to perform the removal and storage of vehicles as required by the Hillsborough County's Sheriff's Office. The contractor shall have the exclusive right and duty to furnish all labor, material, equipment, vehicles, and other supplies to perform all the work for removal and storage of vehicles/equipment which are defined by the Hillsborough County Sheriff's Office as Vehicles Impounds with Holds, Discretionary Impounds, and (STAR) Sheriff's Office Vehicles or Equipment. The term "vehicle" includes, but is not limited to: automobiles, trucks, trailer combinations, boats, mopeds, and motorcycles. The contractor shall also perform work required by this contract for the removal and storage of traffic related debris in public streets and property. In some cases, the contractor may be required to remove traffic related debris from private property. The Sheriff's Office shall be guaranteed the "priority use" of the contractor's wrecker equipment on a priority basis at all times to include, but not limited to natural or man-made disasters.

This contract shall not grant the contractor exclusive right to provide removal and storage services other than those requested by Sheriff's Office or other proper Sheriff's Office officials in accordance with the stipulations set herein.

Work will be accomplished in accordance with the Special Conditions furnished Hillsborough County Sheriff's Office, and upon mutual agreement, between the Sheriff's Office and the Contractor, following an acceptable proposal. See Parts A through D for minimum requirements.

This contract shall be governed by and interpreted in accordance with the laws of the State of Florida.

2. PROPOSER QUALIFICATIONS

Proposers may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously. The Hillsborough County Sheriff's Office reserves the right to inspect the vendor's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein.

The Proposer shall furnish a copy of either its State of Florida Contractor Certification or its Hillsborough County Contractor License (current and effective as of the proposal date) with its proposal or within 48 hours of notification by the Sheriff's Office that such has not been provided. The Proposer shall be certified by the Hillsborough County Transportation Commission.

3. LAWS AND REGULATIONS

The Proposer's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

4. PRE-PROPOSAL CONFERENCE

All interested parties are invited to attend a pre-proposal conference (see date on Page 1 of Part A). At this time the Sheriff's representative(s) will be available to answer questions relative to this Request for Proposal. Any suggested modifications may be presented in writing or discussed with the Sheriff's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Request for Proposal.

While this is not a mandatory pre-proposal conference, it is requested that all interested parties attend the conference to avoid time consuming delays to Sheriff's Office personnel by having to answer additional questions and possibly hold up the project. Pre-proposal conferences are held to offer the opportunity to ask questions by having all parties present, at the same time, and to see the scope of the work involved.

5. EVALUATION OF PROPOSALS

An Awards Committee will evaluate all proposals and make a recommendation to the Hillsborough County Sheriff based on the following criteria, but not limited to the following list:

1.	Background, Experience and Qualifications	30 Points
2.	Price	30 Points
3.	List of Required Equipment and Impound lot Location (s) and Design	25 Points
4.	Proposal Requirements	25 Points
5.	Licenses, Certifications and Insurance	10 Points
6.	References	10 Points
	Total	130 Points

6. EXPLANATION OF COMPETITIVE SEALED PROPOSAL METHOD

The specifications set forth are for informational purposes and to provide a general description of the requirement. Vendors shall be responsible to submit technical proposal(s) based upon their design that will accomplish the intended purpose as set forth herein.

Competitive Sealed Proposals differ from Competitive Sealed Bids in several areas:

- A. All criteria for evaluation will be set forth in the proposal documents in order of importance. The criteria set forth will be used to determine the best proposal.
- B. Discussions may be held with all responsible vendors after proposals are opened for purposes of clarification. Vendors shall be given equal treatment with respect to discussions held and all information obtained is to obtain the best possible offers for the Sheriff's Office.

- C. Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the Sheriff's Office taking into consideration only the evaluation factors set forth in the proposal.
- D. Vendors may be required to negotiate a mutually agreeable contract prior to award. This contract shall provide all regular protection to both parties.

7. AWARD

Award shall be made to the best responsive and responsible proposer offering a service deemed suitable for use by the Hillsborough County Sheriff's Office.

Award shall be made on an ALL-OR-NONE TOTAL OFFER basis.

Award notification will be sent to vendors receiving a Proposal award. Proposal results will be available at our web site <http://www.hcso.tampa.fl.us> on the Purchasing Page. If you do not have internet access, and would like a copy of the proposal results, contact the Purchasing Office at (813) 247-8034.

In the event two (2) or more vendors have submitted the best proposal, preference may be given in the award in the following order. First, to the vendor who has his/her principal place of business in Hillsborough County; second, to the vendor who has a place of business in Hillsborough County; and third, if the vendors involved in the tie proposal situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

8. DISPUTES

Any prospective proposer who disputes the reasonableness or appropriateness of the terms and conditions, special conditions and/or specifications of the proposal document, any addendum, notice of award or notice of rejection for any or all proposals, shall file a notice of intent to protest, in writing, within 72 hours (excluding official holidays, Saturdays and Sundays) of the receipt of the proposal document or notification and a formal written protest in accordance with Florida Administrative Code Rule 60-4.012 within ten (10) calendar days thereafter. Failure to file within the time stipulated constitutes a waiver of proceedings as prescribed by Florida Statute 120. The ten day period includes official holidays, Saturdays and Sundays. If the tenth day should fall on an official holiday, Saturday or Sunday, then the period shall extend until the end of the next regular work day.

Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Sheriff's Office shall post with the formal protest, a bond in accordance with Florida Statute 287.042 (2) (c) payable to Cal Henderson, Sheriff in an amount equal to 1 percent of the Sheriff's Office estimate of the total volume of the contract or \$5,000, whichever is less. In lieu of a bond, the Sheriff's Office may accept a cashier's check or money order in the amount of the bond.

9. CONTRACT DOCUMENT

The contract between Cal Henderson, Sheriff, Hillsborough county and the contractor shall consist of: (1) the Request for Proposal and any amendments thereto and (2) the contractor's proposal submitted in response to the request for proposal. The Sheriff's Office reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the request for proposal or the contractor's responsive proposal. In all matters not

affected by the written clarification, if any, the request for proposal and all amendments thereto shall govern. The proposer is cautioned that his proposal shall be subject to acceptance without further clarification.

To the extent that a provision of the contract is contrary to the Constitution or laws of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

10. CONTRACTUAL OBLIGATIONS

The successful Proposer may not sublet or subcontract any the contractual obligations concerning this proposal matter except as provided for in the written contract between the Sheriff's Office and Contractor. This statement does not prohibit subcontracting of the work (with approval of the Sheriff's Office Project Manager) but does prohibit subcontracting overall management obligations pertaining to the work and requires the contractor to retain ultimate liability for all contractual obligations.

11. SITE INSPECTIONS

Before an award is made, the Sheriff's Office shall make a site inspection to the lots located within the geographical limits of Hillsborough County to ensure terms and conditions of the proposal are met. In addition, the Sheriff's Office may opt to make site inspections to any alternate facility designated in the contractor's request for proposal. The Sheriff's Office also reserves the right to make additional site inspections at any time during the contract.

12. BOOKS AND RECORDS

The contractor shall keep, in accordance with recognized accounting procedures, such books and records as will properly reflect all income received in connection with the performance of services under this contract. Such books and records shall be kept at the contractor's main office (within the county limits) and shall be open for inspection by the Sheriff's Office and its duly authorized representative during normal business hours.

13. ASSIGNMENT

The contractor will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the Sheriff's Office. Sale of a majority of corporate stocks, filing for bankruptcy, or reorganization shall be considered an assignment.

14. DEFAULT

The contract may be canceled or annulled by the Hillsborough County Sheriff's Fiscal Director in whole or in part by written notice of default to the awardee upon non-performance or violation of contract terms. An award may be made to the next best responsive & responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. Failure of the contractor to deliver materials or services within the time stipulated in these specification, unless extended in writing by the Fiscal Director, shall constitute contract default. Vendors who default on contracts may be removed from the vendor mailing lists for future contracts at the discretion of the Fiscal Director.

15. CANCELLATION

When deemed to be in the best interest of the Hillsborough County Sheriff's Office, any contract(s) resulting from this specification may be canceled by the following means:

- a. Ten (10) calendar days written notice with cause, or;
- b. Thirty (30) calendar days written notice without cause.

If it becomes necessary to terminate the agreement/contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the Hillsborough County Sheriff's Office and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

16. NEXT QUALIFIED PROPOSER

In the event of a default by the awarded vendor, the Hillsborough County Sheriff's Office reserves the right to utilize the next qualified proposal as the new awardee. In the event of this occurrence, the next low qualified proposer shall be required to provide the proposal services at the prices as contained on the proposal for this specification for the completion of the contract.

17. ADDITION/DELETION

The Hillsborough County Sheriff's Office reserves the right to add or delete any items from this proposal or resulting contract(s) when deemed to be in the best interest of the County.

18. INVOICING & PAYMENT

Vendors may invoice the Hillsborough County Sheriff's Office, in duplicate, for service(s) as completed.

The invoice shall include the following: **Location of service; Service performed; Completion date of service, Price of the service and Signature of Sheriff's Office Deputy at scene of impoundment.**

Payment shall be made in accordance with Section 215.422, F.S., which state the contractors rights and the Sheriff's Office responsibilities concerning interest penalties and time limits for payment of invoices.

Invoices should be mailed to: Hillsborough County Sheriff's Office
Attention: Accounts Payable
P.O. Box 3371
Tampa, FL 33601

A properly executed invoice, with supporting documents, must be approved by the Hillsborough County Sheriff's Project Manager, or his designated representative, and forwarded to the Fiscal Bureau.

19. CERTIFICATE OF INSURANCE

The Awardee shall not commence any work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the Hillsborough County Sheriff's Office, nor shall the Awardee allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

Worker's Compensation Insurance

The Awardee shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Awardee shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Awardee. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Awardee shall provide, and cause each Sub-Contractor to provide adequate insurance, satisfactory to the Hillsborough County Sheriff's Office, for the protection of his employees not otherwise protected.

Contractor's Public Liability and Property Damage Insurance

The Awardee shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance and shall protect himself from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise under operations of the Contract whether such operations be by himself or anyone directly or indirectly employed by him, and the amounts of such insurance shall be at the following minimum limits:

Garage Liability	General Aggregate	\$1 million
Occurrence Form	Prod-Com/Ops/Agg	\$3 million
Personal & Adv Inj.	\$1 million	
Each Occurrence	\$1 million	
Fire Damage (1 fire)	\$100,000	
Med Ex (1 person)	\$ 5,000	
Automobile Liability	Combined Single Limit	\$1 million
Garage Keepers Liability	Combined Single Limit	\$1 million
On Hook/Cargo	Light (0-10,000 lbs)	\$100,000.00
	Medium (10,001-19,999 lbs)	\$150,000.00
	Heavy (20,000-44,999 lbs)	\$200,000.00
	Extra Heavy (45,000 +)	\$300,000.00

All policies shall hold the Hillsborough County Sheriff's Office harmless from any actions brought against the contractor due to negligence, omission, or wrongdoing of the contractor or any of its representatives.

The Hillsborough County Sheriff's Office shall be named as additional insured.

All coverage/certificates are to be obtained from a company licensed and admitted to business in the State of Florida and to be in effect during the time the contractor is working on the Sheriff's Office premises, and must be provided to the Risk Management Department prior to the date the work begins. Certificates of Insurance shall be executed on a standard ACORD form.

20. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Bond Requirements: The Hillsborough County Sheriff shall, prior to the execution of the Contract, require the successful Proposer to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as listed hereunder. Premiums for Bonds shall be paid by the successful Proposer.

The Surety company shall be licensed to transact surety business in Florida, shall be certified to issue the total amount of the bond on any one risk, and shall be otherwise acceptable to the Hillsborough County Sheriff's Office.

Time of Delivery and Form of Bonds: The successful Proposer shall deliver the required bonds to the Hillsborough County Sheriff no later than the date of execution of the Contract.

"Performance and Payment Bond" shall be for the sum of \$25,000.00 in behalf of the Hillsborough County Sheriff. The bonds shall be written on the Surety company's standard form.

The successful Proposer shall require the Attorney-In-Fact who executes the required bonds on behalf of the Surety company to affix to the bond a certified and current copy of his Power of Attorney, indicating monetary limit of such power.

Alternative Forms of Security: In lieu of the bond required by this section, the successful Proposer may file with the Hillsborough County Sheriff's Office, an alternative form of security which shall be in the form of cash, money order, certified check, cashier's check, or irrevocable letter of credit. Such alternative forms of security shall be for the same purpose and shall be subject to the same conditions as those applicable to the bond required by this section. The determination of the value of such alternative forms of security shall be made by the Hillsborough County Sheriff's Office.

Release of Bonds: Bonds will be released after all conditions of the contract have been met, final acceptance has been given and all inspections have been satisfied and a statement of warranty and release of lien has been issued.

21. INDEMNIFICATION

The contractor will indemnify and hold harmless the Sheriff's Office and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by a party indemnified hereunder.

In any and all claims against the Sheriff's Office or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor will indemnify and hold harmless the Sheriff's Office and anyone directly or indirectly employed by it from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights of copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

22. HILLSBOROUGH COUNTY SHERIFF-S OFFICE RESPONSIBILITIES

- a. The Sheriff's Office shall issue all communications to the Contractor through the Project Manager who is designated at this time as Corporal Robert King. Corporal King's telephone number is 813-247-8213.
- b. The Sheriff's Office shall provide information as required.
- c. The Sheriff's Office shall furnish the data required under the Contract Documents and shall make payments to the Contractor when due as provided in Paragraph 18.
- d. Except as provided herein, the Sheriff's Office will not provide any other labor or materials to accomplish this work.

23. CONTRACT PERIOD

The contract shall be effective for one (1) year from the date of award. By written mutual consent between the Hillsborough County Sheriff's Office and the awardee, the contract may be extended up to two (2) additional years.

24. GOVERNMENTAL PURCHASING COUNCILS

All proposals received on this specification shall be considered as proposers to members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members, at their discretion, may utilize this proposal. All agencies will issue their own purchase orders, issue payments, coordinate the service locations with the successful proposer as required, particularly those listed below:

Hillsborough Transit Authority, Hillsborough County Purchasing & Contracts, City of Temple Terrace, Tampa Sports Authority, Hillsborough Community College, Hillsborough State Attorney's Office, Clerk of the Circuit Court, Hillsborough County Aviation Authority, Hillsborough County School Board, City of Plant City, Tampa Port Authority, City of Tampa, Tax Collector, Property Appraiser, Supervisor of Elections, City of Tampa Housing Authority, The Children's Board of Hillsborough County.

Quantities provided are estimates only, and not binding upon the Hillsborough County Sheriff or any other of the entities listed above. Quantities given are those of the Sheriff's Office only.

25. EXCEPTIONS TO PROPOSAL

All proposal submittals must clearly state with specific detail all deviations to the requirements imposed upon the Proposal by the General Terms and Provisions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal Response (Part D) or appended thereto. Proposers are hereby advised that the Hillsborough County Sheriff will only consider proposals that meet the specifications and other requirements imposed upon them by this proposal package. In instances, where an exception is stated upon the Proposal Response (Part D), said proposal will be subject to rejection by the Hillsborough County Sheriff in recognition of the fact that said proposal does not meet the exact

requirements imposed upon the Proposer by the General Terms and Provisions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C).

26. APPROPRIATION OF FUNDS

The Hillsborough County Sheriff, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the contract shall remain in effect. The Hillsborough County Sheriff's Office shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

PART C - TECHNICAL SPECIFICATIONS

1. DEFINITIONS

The term Hillsborough County Sheriff's Office, Tampa, Florida, as represented by the Sheriff, or authorized alternative.

Car Carrier - Any other motor vehicle equipped with a winch and hydraulically operated bed which slides and tilts to accommodate loading, and is designed for towing and/or transporting of vehicles, trailers, motor homes, and other objects which cannot operate under their own power or for some other reason must be transported in the tow, carriage, and control of another vehicle.

Contractor - The term contractor means the contractor or his authorized representative.

Discretionary Impounds - Any impound (vehicle and/or equipment) deemed necessary to store at the Contract Wrecker's impound lot by the Hillsborough County Sheriff's Office.

Extrication - Use of special tools and equipment for the removal of entrapped victims. Special tools include but are not limited to hydraulic spreading, cutting and pulling tools; pneumatic tools; and high pressure air bags.

Impoundment Lot - Any real property owned or leased by the contractor which has the following specifications:

1. Located within Hillsborough County, adequate to store 150 or more vehicles except for a secondary lot can be located elsewhere to accept overflow. All impounded vehicles with holds shall be stored at the primary lot.
2. Completely encircled by a secure fence, not less than six feet high, with the contractor liable for security; Describe type secured fence on proposal page Part D.
3. With at least one gate for ingress and egress which shall be kept locked at all times except when in use; and
4. Closed and locked inside storage facilities to protect a maximum of three (3) vehicles at any one time upon request.

Sheriff's Office Vehicles or Equipment - (STAR) Vehicles and/or equipment which are owned or leased by the Hillsborough County Sheriff's Office.

Truck or Wrecker, or Recovery Vehicles - Any motor vehicle equipped with booms, winches, wheel lift apparatus, or similar equipment designed for recovery and towing of vehicles, trailers, motor homes, and other objects which cannot operate under their own power or for some other reason must be transported in the tow and control of another vehicle.

Wrecker Classifications, Landall or Equal, Type AA@light duty, Type AB@medium duty, Type AC@heavy duty.

Vehicle Impound with Hold - Any vehicle that a Detective or Deputy has, upon impounding the vehicle, deemed evidentiary, and/or integral to his/her investigation. The hold is placed to ensure the impound is not released to its owner prior to processing or the completion of the investigation.

2. RESPONSE TIME

The contractor agrees to provide wrecker service on a **A24 hours per day, seven days a week**@schedule to any point within the geographical limits of Hillsborough County. Full service shall be provided at all times, including holidays.

The contractor agrees that initial response time **to the scene of impoundment** after notification by a Sheriff Deputy or other Sheriff=s Office official will be no more than thirty (30) minutes. Any equipment requested by either Fire or Law Enforcement personnel or Sheriff=s Office representative must be the exact equipment dispatched to the emergency scene.

The contractor agrees that initial response time to the scene of the incident for any necessary secondary equipment shall be no more than thirty (30) minutes.

3. IMPOUNDMENT LOT

The contractor has now, and agrees to maintain, an **Impoundment lot**@sufficient to provide storage for one hundred and fifty (150) vehicles, with minimum inside storage for three (3) vehicles. Such lot shall be accessible to the Sheriff=s Office at any time day or night. Such lot and facility shall contain an area constructed and be equipped for use by the Sheriff=s Office for evidence work. The **Impoundment lot**@shall be located within the geographic limits of Hillsborough County, and comply with all zoning and licensing requirements.

All vehicles towed under this contract will be initially stored at the contractor=s **Impoundment lot**@. While the towed vehicle is in the possession of the contractor and contractor wishes to move the vehicle to an alternate storage lot he may do so after notification and acceptance of the Sheriff=s Office.

The contractor shall maintain the impound lot in a clean and sanitary condition to include grass and weed control and shall establish a system for pest control sufficient to eliminate or avoid rodent or insect infestation of vehicles stored in its impound lot. In addition, the contractor shall take steps to control mold and mildew to prevent build-up inside of seized vehicles. The contractor shall be liable for rodent or insect damage to any vehicle stored in its impound lot.

4. ALTERNATE STORAGE AREA (OVER FLOW FROM PRIMARY IMPOUNDMENT LOT)

The parties acknowledge that a minimum of one and one-half acres are required to comply with the requirements hereof because of the necessity to store one hundred and fifty (150) vehicles or more at all times with security provided for personal property in the vehicles as well as the vehicles.

If a vehicle is stored at an alternate location, and the owner claims the vehicle, the contractor shall be responsible for returning the vehicle to the primary impoundment lot at the owner=s request, at no additional charge.

5. BUSINESS HOURS

The contractor agrees to keep business hours at his terminal (**Impoundment lot**@) of 8:00 a.m. to 6:00 p.m., five days a week, for Sheriff=s Office inspection of books and records. The contractor agrees to have sufficient personnel authorized to accept or release vehicles 24 hours, seven days a week, and to be able to respond to calls for services within the required thirty (30) minutes. The contractor agrees to have radio and

phone communications equipment of at least two lines, so as to be available for service calls, **24 hours per day, seven days per week.**

The facility shall be open to the Sheriff's Office for inspection at any time.

6. STORAGE SPACE

Storage space shall be such that vehicles are protected against theft and tampering. Vehicles shall be stored in such a manner as to make them readily accessible to owners, insurance adjusters, and Sheriff investigators.

If covered storage area is without exterior walls, it shall be provided with a secure fence attached to the structure in such a way that entry by climbing through or over said fence is not possible. The fence shall provide security equal to that of a two inch mesh chain link industrial weight gauge, and shall comply with Hillsborough county zoning, legal and codes requirements. The vendor shall be responsible for security and liable for secure storage area.

All vehicles stored at the contractor's impound lot or alternate site are to be kept locked at all times, unless exempted or otherwise directed in writing by the Sheriff's Office. Keys are to be kept in an orderly fashion in a separate secured lock box, and are to be logged in and out anytime a vehicle is locked or unlocked. The log book shall include date and time logged in; date and logged out for any usage, including release of vehicle; **legible signature of who logged the keys in or out**; and an updated list of authorized users.

The contractor shall also provide a fully enclosed Processing Booth, large enough to accommodate a full size passenger vehicle or pick-up truck, and which can be sealed and locked for evidentiary restriction purposes. The key (s) is/are to be kept in an orderly fashion in a separate secured lock box, and a log book provided. The log book shall include date and time the Processing Booth is entered for any reason; date and time exited and secured; **legible signature of who logged the keys in or out**; and an updated list of authorized users.

Contractor will provide storage for up to twenty (20) vehicles seized under the Forfeiture and Seizure Statute at no charge to the Sheriff's Office during the time of this contract.

7. FLUIDS AND GASES CLEAN-UP

The vendor shall demonstrate procedures for controlling and containing fluids that may drain from impounded vehicles. Include procedures for removing, cleaning, and disposal of fluids from the impound lot surface.

8. PRE-AWARD INSPECTION

The Sheriff's Office reserves the right to make a pre-award inspection of the contractor's facilities and equipment prior to the award of the contract. The required equipment to be used in this contract is listed and information regarding this equipment must be furnished with your proposal. The location and capacity of contractor's facilities must also be furnished with your proposal.

9. IMPOUNDED VEHICLES WITH HOLDS

Any vehicle that a Detective or Deputy has, upon impounding the vehicle, deemed evidentiary, or integral to his/her investigation. The hold is placed to ensure the impound is not released to its owner prior to processing, or the completion of the investigation.

1. Road Service & Towing (see Desired Fee Schedule, Page 22, Number 17).
2. Storage of vehicles with holds (see Desired Fee Schedule, Page 22, Number 17).

10. RELEASE OF VEHICLES

The contractor agrees to release any vehicle to its owner, or the owner's properly designated agent, at anytime, upon forty five (45) minutes notice. This shall apply whether the vehicle is in the impoundment lot or at the alternate storage lot. Thereupon, the parties shall execute a receipt and release to each other, in a form satisfactory to the Sheriff's Office which shall include the name, address and picture identification of the person receiving the vehicle.

The contractor shall not release any Sheriff's Office Hold@vehicles without the Sheriff's Office release form.

Owner(s) of vehicles will have the option to pay and pick up vehicles at either the primary or alternate impound area at no additional charge.

11. SALE OF VEHICLES

All vehicles to be sold for the satisfaction of towing and storage fees shall be disposed of by the contractor and it shall be the sole responsibility of the contractor to do so in full compliance with any laws governing such action.

After such vehicles have been held as prescribed by law, the contractor will submit a list thereof, in duplicate, to the Sheriff's Office, Communication Bureau Impound Section, to clear the same for sale in full compliance with any and all laws governing action.

12. CONTRACTOR-S RESPONSIBILITIES

The contractor shall be solely responsible for the collection of fees from the owners of the vehicles, and the Sheriff's Office shall in no way be liable in relation thereto.

The contractor shall be responsible for mailing certified letters to vehicle owner (s) and lien holder (s), and Insurance Companies after the vehicle has been impounded for a period of five days. This requirement shall be effective for the term of the contract.

The contractor shall also comply with all changes or amendments in future laws.

The contractor shall keep a record of towing storage of vehicles sufficient to fulfill the obligations of this contract. Such records shall be made available for inspection by the Sheriff's Office during normal business hours.

Contractor shall provide a minimum of two incoming telephone lines at the impoundment lot/dispatching facility at all times.

Contractor shall have sufficient personnel to man all trucks at the same time, should the need arise. The contractor shall ensure that the drivers meet all state laws, requirements, and certifications.

The contractor shall have sufficient personnel to provide **24 hours, seven days a week**, service to persons wishing to pick up their vehicles. The personnel in contact with the public must be competent to handle people under stressful situations, and courteous to the public when on Sheriff's Office calls. The contractor

shall have a sign prominently displayed for public view, advising that any complaints about the contractor involving Sheriff's Office calls shall be directed to the Sheriff's Office.

If more than one storage area is used by the contractor, vehicles may not be transferred from one location to another without Sheriff's Office approval. Vehicles so transferred shall be towed, not driven.

Towing and storage rates must be prominently posted at the impoundment lot, preferably at the cashier's window.

13. MECHANICAL AND BODY REPAIR WORK

The contractor shall make no repairs or bid for repair work on any vehicle in his possession as result of this contract. The contractor may make minor repairs (pull a fender free from a tire, etc.) at no cost to the customer. This no cost service may be performed so that individuals do not incur additional unnecessary towing and storage fees. The contractor may request customer(s) to sign a waiver before any temporary repairs or services are performed.

14. RADIO DISPATCH

It shall be the responsibility of the wrecker contractor to provide radio dispatch equipment and service for all wrecker equipment.

15. TOWING EQUIPMENT REQUIREMENTS

The equipment shall not exceed the State weight limits when loaded for towing.

Any contractor wishing to provide wrecker services to the Sheriff's Office should have as a minimum the following equipment:

1. **Four Light Duty One-Ton Trucks Mounted with Wheel Lift Apparatus.**

Explanation of type and quantity of equipment:

1. A substantial percentage of the automobiles today cannot be towed with sling type equipment without damaging the vehicle. In the cases where slings can be used, the time required to affix spacer blocks and other accessories is often too long for efficient service.
2. Three pieces will generally make available at all times what is needed to handle the light duty calls and allow for maintenance.

Note: Any wrecker (not just the heavy duty) can be used for extrication.

2. **One Heavy Duty Under reach, mounted on a Truck Chassis of at Least a Two-Ton Capacity.**

Explanation of type and quantity of equipment:

1. Trucks today have cosmetic dressing which will be damaged if towed conventionally. The alternative is to take the additional time to remove the bumpers and other appurtenances.

2. Having available only four heavy duty under reach is risky; a spare would allow for better service and shorter response.

3. Four Car Carriers on Truck Chassis with a Gross Vehicle Weight in Excess of 10,000 Pounds.

Explanation of type and quantity of equipment:

1. The so-called one-ton chassis even with an aluminum bed mounted becomes illegally overweight when a medium or heavy car is placed on it. The 14,000 to 17,000 pound gross vehicle weight trucks are the answer, and the state is now starting to enforce restrictions on overweight trucks.
2. If these carriers are on a chassis sufficient to handle small trucks, this is a further advantage.
3. The carrier is the ultimate transporting vehicle. Although it can't do recovery work, it protects the vehicle.

4. One All Purpose Recovery and Emergency Vehicle With Two-Wheel Drive.

Explanation of type and quantity of equipment:

1. There are many places from which vehicles of one category or another cannot be extricated except by a two-wheel drive capability. Its availability saves police time and provides good service for the public at less expense.

5. Heavy Duty Recovery Trucks, at Least One With Under reach, (In addition to #2) Preferably Hydraulic.

Explanation of type and quantity of equipment:

1. It is axiomatic among all professional towing/recovery firms that in the event of a major truck accident the operator should never respond with only one vehicle. Fast response with the necessary equipment will save time in clearing the highways and free deputies for other duties. It is generally unsafe to have on hand only one heavy duty vehicle. This truck will also be used in extrication assistance with the Fire Department personnel.
2. The hydraulic capability on modern vehicles allows the boom to be raised, lowered, and extended. This allows for much more flexibility, less heavy labor for the operator, and substantial time saving. Mechanical winches shut off before that occurs, thus reducing the hazard of cable or snatch block breakage.
3. Trucks today have cosmetic dressing which will be damaged if towed conventionally. The alternative is to take the additional time to remove bumpers and other appurtenances.
4. Having available only one heavy duty under reach is risky; a spare would allow for better service and shorter response.

6. Four Tractor-Trailer Units, Preferably with Hydraulic Axles Which Allow for Fast Loading

Explanation of quantity and type of equipment:

1. Some accidents render equipment untowable. These tractor-trailer units can pull up into its bed that type of disabled vehicle. Buses can be handled properly only by this type of equipment.
2. Mobile homes and motor homes, when involved in collisions, produce a huge pile of debris which can only be hauled away on a trailer. The all purpose low boys with traveling axles is to allow flexibility and make the fleet able to cope.

7. **ASpecial Equipment@**

Explanation of quantity and type of equipment:

1. The contractors must have available special equipment such as flood lights, generators, portable saws, chains, etc., and must be able to respond within thirty (30) minutes after notification.
2. An extra fifth wheel tractor for removing trailers when a tractor or a unit is damaged but the trailer is still intact.
3. One Ajon@boat to facilitate water recovery.
4. Four all-purpose recovery and emergency vehicles with four-wheel drive.

8. **AAir Cushions@**

Explanation of quantity and type of equipment:

1. A complete set of air cushions of various sizes for righting vehicles. High pressure and low pressure air bags.

16. **LEASED EQUIPMENT**

The following equipment can be obtained by leasing on an as needed basis by other means:

Four all-purpose recovery and emergency vehicles with four-wheel drive;

Four tractor-trailer units, preferably with hydraulic axles.

Indicate method of obtaining this equipment (all purpose recovery and emergency vehicle with two-wheel drive and the four tractor trailer unit) and proof of leasing agreements for these eight pieces of equipment must be provided to the Sheriff's Office before a contract is awarded.

17. FEES FOR SHERIFF-S OFFICE

The desired maximum flat rate to be charged to Hillsborough County Sheriff-s Office for Road Service, Wrecker Service and Towing: (when Hillsborough County Sheriff-s Office is responsible for payment - vehicle impounds, vehicle impounds with holds and Star vehicles).

1.	Class A:	Cars and light Trucks, maximum 3/4 ton	\$ 50.00	No mileage	No Storage
2.	Class B	One ton, up to and Including two ton	\$ 75.00	No mileage	No Storage
3.	Class C	Semi-trucks, House trailers, Buses and larger	\$150.00	No mileage	No Storage
4.	Class D	Miscellaneous Non-motorized Items.	\$ 50.00	No mileage	No Storage

Any towing or wrecker service outside Hillsborough County to be negotiated with contractor and Sheriff-s Office.

Storage:

It is desired that there are no storage fees assessed to Hillsborough County Sheriff-s Office for vehicles impounded with holds, or any star vehicles (Sheriff-s Office fleet) or vehicles seized under the forfeiture and seizure status.

2. Proposal for Wrecker Service for Impounded Vehicles
with Holds, Discretionary Impounds, and Sheriff's Office Vehicles and Equipment

Proposal No. 18-01

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- INSERT COMPANY NAME & ADDRESS HERE -

The undersigned has carefully examined the proposal package and all conditions affecting the cost of the service required by the Hillsborough County Sheriff's Office.

The undersigned certifies that any exceptions to the specifications are noted on the attached exceptions form. All specifications noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

We hereby propose to furnish the below described commodity in accordance with the proposal package, except as noted on attached Exceptions Form:

		Maximum Flat Rate	Charge Storage	
			per Mile	per Day
CLASS A	Cars and light Trucks maximum 3/4 ton	\$ _____	\$ _____	\$ _____
CLASS B	One ton, up to and Including two ton	\$ _____	\$ _____	\$ _____
CLASS C	Semi-trucks, House Trailers, Buses and Larger	\$ _____	\$ _____	\$ _____
CLASS D	Miscellaneous Non-motorized Items	\$ _____	\$ _____	\$ _____

SUB-CONTRACTORS

1.	Firm Name	_____
	Contact	_____
	Title	_____
	Mailing Address	_____

	Phone	_____

2.	Firm Name	_____
	Contact	_____
	Title	_____
	Mailing Address	_____

	Phone	_____

3.	Firm Name	_____
	Contact	_____
	Title	_____
	Mailing Address	_____

	Phone	_____

4.	Firm Name	_____
	Contact	_____
	Title	_____
	Mailing Address	_____

	Phone	_____

** ATTACH ADDITIONAL PAGES AS NECESSARY.

REFERENCE LIST PERSONAL AND BUSINESS

1.	Firm Name	_____
	Contact	_____
	Title	_____
	Mailing Address	_____
	Phone	_____
2.	Firm Name	_____
	Contact	_____
	Title	_____
	Mailing Address	_____
	Phone	_____
3.	Firm Name	_____
	Contact	_____
	Title	_____
	Mailing Address	_____
	Phone	_____
4.	Firm Name	_____
	Contact	_____
	Title	_____
	Mailing Address	_____
	Phone	_____

3. VENDOR QUESTIONNAIRE

This questionnaire must be completely filled out and returned as part as your proposer. Failure to do so may result in disqualification of your proposal. Evaluation of this questionnaire may be a prime factor in the award of this contract.

A. How long has your firm been in business? _____

B. Net worth of your firm? _____

C. Where is your primary place of business located? _____

Address of location within the geographical limits of Hillsborough County:

Provide all locations that may be utilized under this contract: _____

D. How many employees do you have on your present payroll? _____

E. How many employees will be assigned to this contract? _____

F. Occupational License No. _____ Expiration Date: _____

G. Describe your training procedures, including manuals used, accreditation courses utilized, etc. _____

H. Would you be willing to participate in joint training extraction drill with Fire Department personnel at no additional charge? () Yes () No

Contact: _____

I. Have you ever had a contract terminated? If yes, please explain. _____

J. List any subcontractors you may utilize and their equipment (all subcontractors **must be approved in writing by the Hillsborough County Sheriff's Office:**

K. List at least three (3) similar contracts you have completed within the past two years (Do not use Hillsborough County as a reference).

Firm Name	Address	Contact Person/Telephone Number
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PROPOSAL TITLE: Wrecker Service for Impounded Vehicles with Holds,
Discretionary Impounds, and Sheriff's Office Vehicles
And Equipment

PROPOSAL NUMBER: 18-01

3. VENDOR:

Check One: () Proprietorship
() Partnership
() Corporation

- INSERT COMPANY NAME HERE -

Federal ID No. _____

WAREHOUSE ADDRESS IF DIFFERENT FROM ABOVE:

TELEPHONE NUMBER FOR PLACING SERVICE CALLS:

CONTACT PERSON: _____

OUR COMPANY HAS BEEN IN BUSINESS UNDER ITS PRESENT NAME SINCE: _____

At this present time we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above named Proposer affirms and declares:

1. that the Proposer is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into;
2. that this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud;
3. that the Proposer is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
4. that no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees, also, that this proposal shall remain open for an evaluation period of forty-five (45) calendar days following the opening of proposals.

Respectfully submitted,

PLEASE PRINT -

By _____

Title _____

Date _____

Signature _____

