



REQUEST FOR PROPOSALS

TOWING SERVICES TOWN OF LAKE PARK

TOWN REQUEST FOR PROPOSALS (RFP) NO. 101-2018

NOTICE IS HEREBY GIVEN that the Town of Lake Park, Florida (hereinafter referred to as the Town) is accepting sealed Proposals from qualified firms to provide towing services, on an as-needed basis, in accordance with the terms, conditions, and specifications contained in this Request for Proposals ("RFP").

Submitting Proposals

All sealed proposals must be submitted with an original and three (3) copies in sealed envelopes/packages to the following address:

Town of Lake Park
Office of the Town Clerk
Lake Park Town Hall
535 Park Avenue
Lake Park, Florida 33403

PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS "PROPOSAL FOR TOWING SERVICES, TOWN OF LAKE PARK, RFP NO. 101-2018".

Sealed proposals must be received on or before February 28, 2018 at 10:00 a.m. Eastern Time, at which time all proposals will be publicly opened and read in the Commission Chamber of Town Hall. Proposals received after this time shall be returned unopened. Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute "submittal" as required by this solicitation. The Town Clerk's time stamp shall be conclusive as to the timeliness of each submittal.

Any questions regarding the completeness or substance of this RFP package must be submitted in writing to the Office of the Town Clerk by email at vmendez@lakeparkflorida.gov, or by telephone at 561-881-3311. **PLEASE NOTE THAT PROPOSALS WILL NOT BE ACCEPTED BY FAX OR BY EMAIL.**

Proposal Documents

Offerors desiring copies of the RFP document for use in preparing a proposal may obtain a set of such documents by visiting or calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m. Eastern Time, Monday–Friday.

Proposals shall be submitted on the form(s) provided and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. Proposals must include all information

requested. Any corrections made to entries on any proposal form(s) shall be initialed where changed by the person signing the proposal in BLUE ink.

Should any information requested not be provided or if the Proposal should be received unsigned on the PROPOSAL FORM such Proposal shall be considered non-responsive and subject to rejection.

All proposal prices shall be guaranteed firm for a minimum of Ninety (90) calendar days after the submission of the proposal. No offeror may withdraw his or her proposal within ninety (90) calendar days after the opening date.

Security in the form of a Performance Bond acceptable to the Town, or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five (5) percent of the Proposal, will be required. Guaranty Bonds in the form of Performance Bond and Payment Bond, will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher, as described in the Instructions to Offerors.

All offerors are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All offerors are advised that the Town will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Offerors shall demonstrate a satisfactory record of performance on projects of a similar magnitude, scope, value, and trade as this project as documented by their Letters of Reference which must be submitted as part of their proposals, which shall be verified by the Town.

Award of the contract will be made at a Town of Lake Park Regular Commission Meeting.

The Town reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Proposal(s) which in its judgment best serves the Town.

**Vivian
Mendez**

Digitally signed by Vivian Mendez
DN: cn=Vivian Mendez, o=Town of Lake
Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2018.01.24 12:42:48 -05'00'

**Vivian Mendez, CMC, Town Clerk
Town of Lake Park, Florida**

Published on: January 28, 2018, Palm Beach Post

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OFFEROR'S CERTIFICATION

I certify that this proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 56 inclusive of this RFP as well as any special instructions if applicable.

CORRECT LEGAL NAME OF OFFEROR:

SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:

TITLE:

TYPED/PRINTED NAME OF AUTHORIZED AGENT:

ADDRESS:

PHONE NO:

() _____

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 Definitions:

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amendment: A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

Blanket purchase order: A purchase order under which vendor agrees to provide goods and/or services to a purchaser on a demand basis.

Certificate of contract completion: A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

Certificate of insurance: A document which shows proof of insurance, coverage, types and amounts.

Change order: A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.

Commodities: Anything defined in 287.012(5), F.S.

Consultants Competitive Negotiation Act (CCNA): The state statute that applies to the acquisition of architectural, engineering, landscape architectural or surveying and mapping services where the estimated cost of the planning or study activity with professional services fees exceeds \$35,000.00 (the Category Two threshold amount), or where the estimated basic project construction cost exceeds \$325,000.00 (the Category Five threshold amount).

Consulting services – non-CCNA: If the solicitation is not for architectural, engineering, landscape architecture or surveying, the CCNA bidding process is not to be utilized.

Contract: An agreement with sufficient consideration between two or more parties which sets forth the total legal obligations of the parties.

Cooperative purchasing: A method of purchasing the same goods or services with the same terms and conditions utilizing a contract issued by another public agency that has fulfilled the requirements of competitive solicitation (commonly referred to as “piggybacking”).

Debarment: The exclusion, for cause, of an offeror or contractor from bidding and/or receiving a contract to do business with the town.

Design-build: The requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.

Designee: A duly authorized representative of a person, organization, or agency.

Discrimination: Any offeror that has been placed on the discrimination vendor list as defined by F.S. § 287.134, shall not be able to transact business with the town to the extent as specified in § 287.134 (2) (b).

Emergency purchase: Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the town and/or its citizens or would create a hardship on the reasonable conduct of business in a timely fashion. Lack of planning, or funding surpluses, do not justify emergency purchases.

Estimate: A stated expectation of price based upon time, quantity or other qualifiers.

Evaluation committee: A committee comprised of town employees established for the purpose of evaluating bids and proposals submitted in response to invitations for bids or requests for proposals for purchases with an estimated cost of \$25,000 or more. The evaluation committee shall have no less than three voting members and shall consist of the following:

- (1) The originating department director who in conjunction with the finance director appoints the other members of this committee; and
- (2) The finance director who shall chair the evaluation committee as a non-voting member.
- (3) The town attorney shall provide advisory legal assistance as requested.

Health services: The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

Invitation for bids: A written or electronically posted solicitation for competitive sealed bids.

Local merchant: A merchant whose primary place of business is located within the municipal boundaries of the Town of Lake Park, Florida, and which has possessed a valid Town of Lake Park Business Tax Receipt for a minimum of one continuous year prior to the issuance of the invitation for bids or request for proposals.

Mandatory bid amount: The threshold dollar amount established as policy by the town commission at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory bid amount is \$25,000.00 as established by the town commission.

Minority business enterprise (certified): A business as defined by F.S. § 288.703 (1).

Minority person: A person defined by F.S. § 288.703.

Nonresponsive respondent: Any offeror responding to an invitation to bid, request for proposals, or request for statement of qualifications that does not submit the required signed documents or submits incomplete documents and/or information.

Notice to proceed: A written notification from the town to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

Originating department: The town department issuing the invitation to bid, request for proposals, or request for statement of qualifications.

Palm Beach County Merchant: A merchant whose primary place of business is located within the boundaries of Palm Beach County, Florida, and which has possessed a valid Palm Beach County Local Business Tax Receipt for a minimum of one (1) continuous year prior to the issuance of the invitation for bids or request for proposals.

Person: Any business, individual, union, committee, club, or organization, or group of individuals.

Procurement: Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the town.

Project manager: A person designated by the town manager to manage and to ensure compliance with contracts which he/she originates

Proposal: An executed formal document submitted by an offeror to the town stating the goods and/or service offered to satisfy the need as described in a request for proposals.

Proposal Criteria: The basis upon which the Town will rely to determine acceptability of a proposal as stated in the request for proposals including, but not limited to inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose, experience of the offeror, and other evaluation criteria. Those criteria that will affect the price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

Public entity crime: A violation as defined in F.S., § 287.133(1)(g).

Public notice: The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective offerors for a reasonable/required period of time as determined by the town manager, which shall, at a minimum, include:

- (1) Posting public notice on the town's official website; and
- (2) Notice in a newspaper of general circulation when required by applicable law.

The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

Purchasing agent: The town manager pursuant to Chapter 2, Article III, § 2-82 of the Town's Code of Ordinances.

Request for a Quote: An oral or written request for written pricing or services, information for commodities or contractual services.

Request for letters of interest: A solicitation of responses from interested and prospective offerors to provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the offeror may be given latitude in order to develop a product and/or service which will fulfill the need.

Request for proposal (RFP): A written or electronically posted solicitation for competitive sealed proposals.

Request for information: A written or electronically posted request made by the town to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the town in the form of a binding contract.

Requisition: An internal document generated by the originating department and forwarded to the town manager or finance director requesting purchase of commodities and/or services.

Responsible offeror, proposer, or respondent: A person or business entity who has the capability in all respects to fully perform fully the contract requirements, and the integrity and reliability that will assure good faith performance.

Responsive bid, proposal or reply: A bid, proposal or reply submitted by a responsive and responsible offeror that conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Responsive bid proposal: A bid proposal, or reply submitted by a responsive and responsible offeror which conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid proposal, or reply that conforms in all material respects to the request for proposal.

Sales tax recovery: An option, resulting from the town's tax exempt status, reserved by the town to purchase all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier.

Sole source: The only existing source of an item or service which meets the needs of the originating department as determined and documented by a reasonable analysis of the marketplace. If in the process of a public bid, only one response is received, the town manager or finance director may proceed as a sole source purchase.

Specification: A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in a request for proposals and request for statement of qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

Surety bonds: A document from the contractor, which is issued to guarantee that an obligation will be fulfilled. The nature of the obligation determines the type of bond that will be issued. The types of surety bonds include: license and permit bonds, public official bonds, bid, performance, labor, material and payment bonds.

Suspension: The temporary debarment of an offeror for a period not to exceed three years.

Town: The Town of Lake Park.

Veteran business enterprise: Any business which meets the definition of F.S. § 295.187 (3), and which has been certified by the Department of Management Services.

Warranty: The representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

SECTION 2.
COMPETITIVE SEALED PROPOSAL PROCESS

2.1 Proposal Submission:

Proposals must be submitted in a sealed envelope no later than the time and date set forth as the submittal deadline and at the location specified in this RFP. Any proposals received later than the bid submittal deadline or at any other location than as specified in this RFP shall not be accepted and shall be returned unopened to the offeror. It shall be the offerors sole responsibility to ensure that its proposal reaches the specified place for receipt of proposals by the specified deadline. The town shall bear no responsibility for any failure of the U.S. Postal Service, other courier service or town employee to successfully deliver a proposal to the designated delivery location. It is noted that offerors shall be allowed to withdraw their proposals at any time prior to proposal opening.

All proposals and accompanying documentation received from offerors in response to this RFP shall become the property of the town, and will not be returned to the offerors. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the town.

2.2 Proposal Acceptance and Evaluation:

Proposals shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the criteria set forth in this RFP. Unsolicited alternates will not be considered.

The town may, at any time and in its sole discretion, reject all proposals and/or re-advertise for proposals using the same or different specifications and terms and conditions.

2.3 Proposal Opening:

Proposals shall be opened publicly in the presence of one or more witnesses at the time and place specified in this RFP. At the time of public opening, the town clerk or designee will officiate at the public opening of sealed proposals received in response to this RFP, and shall announce and record the name of each offeror, the amount of each proposal and such other relevant information as the town manager deems appropriate.

2.4 Public Record:

Upon award recommendation or ten (10) days after opening, proposals become public records and shall be subject to public disclosure consistent with F.S. Ch. 119.

2.5 Cancelling or Postponing RFP:

The town manager or finance director may, prior to a proposal opening, elect to cancel an RFP or postpone the date and/or time of submission or opening. In such situations, an addendum will be issued.

2.6 Withdrawal of Proposals:

An offeror can withdraw its proposals up to the time listed for receipt of proposals. If an offeror unilaterally withdraws its proposal without permission after proposal opening, the finance director may suspend the vendor from participating in future proposals for up to three years.

2.7 Corrections to Proposals:

The following shall govern the corrections of information submitted in a proposal when the information is a material factor in determining the responsiveness of the proposal.

- (1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a proposal may be corrected by the finance director or designee prior to award. In such cases, the unit prices proposed shall not be changed. When offerors quote in words and in figures on items on the proposal sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.
- (2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low offeror after recommendation to award to the low offeror, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the RFP.

2.8 Standards:

Factors to be considered in determining whether the standard of responsibility for offerors has been met include whether, in the town's determination, an offeror has:

- (1) Appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the offerors submitted proposal documents.
- (2) A satisfactory record of performance on similar projects as set forth by the offerors submitted proposal documents and as verified by the town.
- (3) A record of integrity that is satisfactory to the town.
- (4) Documented that it is legally established to conduct business and to contract with the town.

Such standards shall be ranked pursuant to the Evaluation Criteria set forth at paragraph 2.11 of this RFP.

2.9 Insurance Requirements:

The offeror (contractor) shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (1) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee.
- (2) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.
- (3) Business auto liability of \$1,000,000.00 per occurrence or combined single limit for bodily injury and property damage liability. This insurance shall be an "any-auto" policy including hired and non-owned auto liability coverage.
- (4) Garage keeper's legal liability insurance coverage with limits of not less than \$500,000 per occurrence which shall be updated with the town on an annual basis each year the successful offeror is under contract with the town.

The town shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than thirty (30) calendar days prior to the submission of the proposal demonstrating the required coverages shall be submitted with the offeror's proposal documents. There shall be a thirty (30) day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the town's verification and approval as part of the town's evaluation of the proposal. The town may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

The offeror shall submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Town of Lake Park as an additional insured and documenting that all of the above requirements have been met.

2.10 Contract Award:

Award will ordinarily be made to the lowest responsive and responsible offeror whose proposal meets the requirements and criteria set forth in the requests for proposals. Notice of intent to award, along with a tabulation of the proposal results, shall be posted by the town clerk on the town's official website five (5) business days prior to the commission award. All offerors, or contractors affected by the proposed award of contract will also be notified by the town clerk at the time of posting, via telefax or other means, of the intended award. The award shall be effective upon approval by the town commission and upon issuance of a purchase order, execution of a contract, or written notice of award by the finance director or town manager. The town may reject any proposal prior to such issuance. In the event only one proposal is received, the town may award to the sole offeror if the proposal is deemed to be reasonable and in the best interests of the town or may request new proposals. In the event all proposals exceed budgeted funds, the finance director, with direction of the town manager, in cooperation with the department director of the originating department, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the proposal price and/or specifications with the low responsive and responsible offeror in order to bring the proposal within the amount of budgeted funds.

2.11 Evaluation Criteria:

The town reserves the right to accept or reject any and all proposals and/or to make award to the lowest responsive and responsible offeror whose proposal meets the requirements and criteria set forth in the RFP and whose award will, in the opinion of the town, be in the best interest of and most advantageous to the town.

Proposals will be evaluated using three sets of criteria as follows: experience, qualifications, financial capability, and price proposal. Please see below for details for each of these criteria. Offerors meeting the mandatory submittal criteria by submitting all required documentation will have their proposals ranked and evaluated. A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto and incorporated herein as Exhibit A to this RFP:

(1) Experience, Qualifications and Financial Capability (50 points):

Financial capability, material, proper equipment, facility, towing capabilities and personnel resources, experience, knowledge, and expertise in the towing business, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements as demonstrated by the offeror in the proposal documents. Major consideration will be given to the offeror's experience in providing similar services to municipal entities. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered;

(2) Proposed Response Time (30 points):

Proposed response time to calls for service;

(3) Cleanliness of Response Vehicles (10 points)

(4) Ability to Clean Up after Accidents (10 points):

Ability to remove all unusable materials and debris from the scene of each accident or each towing incident within twenty-four (24) hours of each accident or towing incident.

The offeror shall supply the above information or documentation to the town as part of the proposal documents it submits to the town pursuant to the town's RFP. If an offeror fails to supply such information the town shall consider the proposal documents submitted to be not responsive to the RFP and find the offeror nonresponsive.

2.12 Changes and Amendments:

The finance director and/or town manager may authorize changes/amendments for construction, and goods and/or services within the overall scope of the project or procurement pursuant to § 2(10) of Chapter 2, Article III, § 2-82 pertaining to the purchasing authority of the town manager. If the amendment/change order exceeds the maximum amounts herein, the amount of the amendment/change order must be approved by the town commission. If the change is outside the scope of the original project or procurement as determined by the finance director and/or town manager, a new RFP must be issued, unless an emergency or sole source situation exists. Should an emergency or sole source situation exist, a new contract with the existing contractor may be negotiated and presented to the town commission for approval, provided such contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor. Extensions of time frames for completion of contracts may be authorized by the finance director and/or town manager.

A change order to a purchase order must be approved by the finance director and/or town manager for all changes that affect the original dollar amount by an increase of ten (10%) percent or more. Change orders of \$10,000.00 or more shall proceed pursuant to Chapter 2, Article III, § 2-82 of the Town's Code of Ordinances pertaining to the purchasing authority of the town manager.

2.13 Cone of Silence:

An offeror shall not communicate with any town elected or appointed official or employee other than a person listed in the proposal or contract documents as the contact person for a particular proposal or contract prior to the time an award decision has been made by the town. Any communication between the offeror and the town shall be submitted in writing to the office of the town clerk as listed in the bid or contract documents and shall be solely for the purposes of obtaining information or clarification necessary to develop a responsive, accurate proposal or bid. If an offeror fails to observe this restriction on communications, it shall be grounds for disqualifying the offending offeror from consideration for award of the proposal or bid.

2.14 Protested Solicitations and Awards:

Right to protest. Any actual or prospective offeror that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town's finance director.

Notice:

- (1) A written notice (e.g., letter, etc.) that a protest will be filed must be submitted to the office of the finance director no later than 5:00 p.m. Eastern Time, three (3) business days from the time of initial posting of notice of intent to award. The notice of protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.
- (2) The formal written protest must then be filed at the office of the finance director no later than 5:00 p.m. Eastern Time, within five (5) business days after the date of filing the notice of protest. The formal written protest shall contain at a minimum the following information:
 - a. Identification of the name, address and contact information of the protestant and the solicitation involved;
 - b. A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;
 - c. Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved; and
 - d. A clear statement, in writing, of the specific nature of the relief requested by protestant.
 - e. Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

The protestant shall mail a copy of the notice of protest and the formal written protest to the finance director, and shall provide the town manager with evidence of such mailing.

- (3) The formal written protest is considered filed with the town when it is received by the finance director and is not timely filed unless it is received by the finance director within the times specified above. Failure to file a written notice of protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the offeror and abrogation of any further protest proceedings.
- (4) These protest procedures shall be the sole remedy for challenging an award of proposal. Offerors are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

Authority to resolve. The finance director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within ten (10) business days to the protestant. The protestant may appeal such decision, in writing to the finance director within five (5) business days of the date of the written decision, whereby a protest committee, comprised of the finance director, town manager, town attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

Proceedings. The finance director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

- (1) At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.
- (2) In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.
- (3) The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
- (4) A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.
- (5) If it is deemed that the solicitation or award is in violation of law or the procedures outlined herein, the solicitation or award shall be cancelled or revised.
- (6) If it is determined that the solicitation or award should be upheld, the finance director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

Stay of procurement during protests. In the event of a timely protest, the finance director shall not proceed further with the solicitation or with the pending award of the contract until the finance director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

Reservation of powers to settle actions pending before the courts. Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

Damages. In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to proposal preparation costs.

2.15 Suspension and Debarment:

An offeror may be suspended for a period not to exceed two years as determined by the finance director based upon the following:

- (1) Offeror defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the town;
- (2) Offeror commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the town;
- (3) Offeror is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (4) Offeror is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the offeror found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the offeror to town;
- (5) Offeror becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;
- (6) Offeror violates the ethical standards set forth in local, state, or federal law;
- (7) Offeror fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or
- (8) Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

Debarment. An offeror may be permanently debarred for the following:

- (1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.
- (2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the offeror's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed

through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the town.

- (3) Placement of the offeror or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

Decision. After the finance director has determined there is cause to suspend or debar an offeror, the finance director shall notify the offeror in writing of the debarment or the period of suspension and the reasons for the action taken.

Finality of decision. The suspension or debarment shall be final and conclusive unless the suspended or debarred offeror initiates protest proceedings pursuant to section 2-252 within twenty-one (21) days after the date of notification.

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SECTION 3
SPECIAL TERMS AND CONDITIONS

3.1 Purpose:

The purpose of this solicitation is to establish a Contract for the provision of towing services, on an as-needed basis, for the Town. The Town intends to contract with a suitably qualified and experienced offeror who can provide best-in-industry equipment and services in a safe and sustainable manner.

3.2 Contract Term:

The term of this Contract shall commence on the date of the duly executed Contract document, and shall remain in effect for one (1) year, contingent upon the completion and submittal of all required proposal documents.

The Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer, specifying the renewal price for the contractual service as set forth in the proposal; specifying that costs for the renewal may not be charged; and, specifying that renewals are contingent upon satisfactory performance evaluations conducted by the Town and subject to the availability of funds.

3.3 Failure to Perform Work; Financial Consequences:

At the Town's sole discretion, the Town may apply the following financial consequences to the awarded offeror for the awarded offeror's failure to perform any aspect of the services established in this RFP which shall be determined at the field level:

For each occurrence and each subsequent failure to perform towing services, the Town shall have the right to charge the awarded Offeror as follows:

First Failure:	\$50.00
Second Failure:	\$100.00
Third Failure:	\$200.00 per incident; and the same amount for any subsequent incidents

Such charges can be appealed to the Town Manager of the Town of Lake Park.

The Town shall have the right to deduct the applicable amounts from any invoice due to the awarded Offeror, under this Contract, or to invoice the awarded Offeror for the amounts due for payment.

3.4 Surety Bond:

Security in the form of a Performance Bond acceptable to the Town, or Cashier's Check made payable to the "Town of Lake Park" in an amount equal to five percent (5%) of the proposal price, will be required. Guaranty Bonds in the form of Performance Bond and Payment Bond, will be required. The Surety Company shall have at least the minimum ratings of A-, Class VI or higher.

3.5 Certifications:

Any offeror which submits a response to this RFP shall, at the time of the submittal of such response be properly licensed and certified by Palm Beach County and the State of Florida as applicable. The Offeror shall include a valid copy of all applicable licenses and certifications with its proposal submittal.

3.6 Method of Payment; Periodic Invoices for Completed Purchases:

The awarded Offeror shall submit an invoice to the Town after each towing service has been performed for Town owned vehicles, and has been accepted by the Town Finance Director. The date of the invoices shall not exceed thirty (30) calendar days from the performance of the service. Under no circumstances shall the invoice be submitted to the Town in advance of the work. The invoice shall contain the following basic information: the awarded Offeror's name and address, invoice number, date of invoice, reference (or include a copy of) the corresponding towing ticket number, vehicle information, miles towed, the contract number, purchase order number, and any discounts.

3.7 Exempt Charges:

The Town will not be charged for the towing of any Town-owned or leased vehicles or equipment within Town limits. All tow charges outside Town limits shall be on a predetermined flat-rate charge. Impounded vehicles subject to forfeiture will be stored free of charge, up to a maximum of seven (7) impounded vehicle slots per year.

3.8 Damage to Towed Vehicles:

The Town shall have no responsibility for any damage or claim for damages for any vehicle towed under the contract resultant from this RFP. All responsibility for damages, however caused, shall be the responsibility of the awarded Offeror.

3.9 Clean-Up:

The awarded Offeror shall remove all unusable materials and debris from the scene of each accident or each towing incident within twenty-four (24) hours of the accident or towing incident and dispose of in an appropriate manner. Upon final completion, the awarded Offeror shall thoroughly clean up all areas where work has been involved as mutually agreed with the Town's authorized representative.

3.10 Other Forms or Documents:

If the Town is required by the awarded Offeror to complete and execute any other forms or documents in relation to this RFP, the terms, conditions, and requirements in this RFP shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Offeror's forms or documents.

3.11 Offeror Conduct:

The awarded Offeror shall at all times conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the occupants of buildings, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work site shall be kept accessible for fire-fighting equipment at all times.

3.12 Protection:

The awarded Offeror shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust or dirt, and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items must be removed during the performance of the work, it shall be the awarded Offeror's responsibility to check with appropriate Town personnel to obtain the required approval before moving any equipment and/or other items.

3.13 Damage and Injury:

The awarded Offeror is responsible for any damage by the company during the course of performing any work under this Contract at any building or structure, and shall repair to match existing materials or surfaces to the satisfaction of the Town. The Offeror shall, at its own expense, replace any materials damaged to an extent that it cannot be restored to the original condition. The awarded Offeror shall be responsible and liable for injury to any life or property during the course of performing the services.

3.14 Legal Requirements:

The awarded Offeror shall be solely and completely responsible for fully complying with all applicable federal, state and local laws and regulations. No work shall be performed in any manner that is dangerous or reckless. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the work being performed.

3.15 Safety and Protection:

The awarded Offeror shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The awarded Offeror shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to all employees performing work and other persons, including but not limited to, the general public who may be affected thereby. The awarded Offeror shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment and vehicles. The safety of the public is of prime concern to the Town, and all costs associated for ensuring such safety are the responsibility of the awarded Offeror.

The Town does not assume any responsibility, at any time, for the protection of or for loss of materials or equipment, from the time that the contract operations have commenced until the final acceptance of the services by the Town.

3.16 Fees:

Awarded Offeror shall pay to the Town the following fees:

(1) Contract Fee:

The awarded Offeror shall be assessed a contract fee of Five Hundred (\$500.00) Dollars in U.S. funds yearly for the term of the contract with the Town, including any extensions. The contract fee will be due thirty (30) days following execution of the contract and approval by Town Commission. Checks shall be made payable to the "Town of Lake Park" and sent to the following address:

**Finance Director
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403**

Failure to provide payment in the time prescribed herein, will forfeit any work on this contract until remuneration is made.

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SECTION 4
STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS

4.1 Summary:

The awarded Offeror furnish towing services, for the removal of vehicles within the Town and provide adequate storage space for said vehicles, when required. The awarded Offeror shall have available at all times sufficient equipment to perform all services required in a timely and responsible manner.

Such towing services shall be performed pursuant to the following Section 10-73, Section 31-7, Section 31-8 and Section 76 of the Town's Code of Ordinances, which provide as follows:

Section 10-73 – Declaration of Public Nuisance:

The location or presence of any junked vehicle or abandoned, wrecked or derelict property on any lot, tract or parcel of land, or portion thereof, public or private, improved or unimproved, occupied or unoccupied, within the town shall be deemed a public nuisance and it shall be unlawful for any person or persons in the town to cause or maintain such public nuisance by wrecking, dismantling, rendering inoperable, abandoning or discarding such person's vehicle or vehicles on the property of another, or to suffer, permit or allow the same to be placed, located, maintained or exist upon such person's own real property; provided that this section shall not apply to:

- (1) A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property;
- (2) A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or a junkyard;
- (3) Unlicensed inoperable vehicles stored on private property provided, however, that the vehicles and outdoor storage areas are maintained in such a manner that they do not constitute a health hazard and are screened from ordinary public view from the fronting street or roadway by means of a fence, trees, shrubbery or other appropriate means.

Section 31-7 – Authority to Remove and Impound Vehicles:

The Town Manager or his/her designee, or law enforcement officers are hereby authorized to have any motor vehicle immediately towed from any public street, place or parking area under any of the circumstances hereinafter enumerated:

- (1) When any motor vehicle is disabled upon any public parking area or street and such motor vehicle constitutes an obstruction to traffic.
- (2) When any motor vehicle is left unattended or disabled for more than 24 hours in a public parking area or street without written authorization from the Town.

- (3) When any motor vehicle is parked in a public parking area and is not parked within a marked or delineated parking space or stall, and constitutes an obstruction to traffic or the orderly use of the public parking area.
- (4) When any motor vehicle is improperly parked in an area that is designated by signs stating that improperly parked vehicles will be towed away.
- (5) When any motor vehicle is parked in a designated “no parking” area.
- (6) When any motor vehicle is left disabled or unattended on any portion of any public sidewalk or bike path at any hour of the day or night.
- (7) When removal of any motor vehicle is necessary in the interest of public safety because of fire, flood, storm or other emergency reason.

NOTE: Towing shall include removal of driveline and unlocking services when necessary.

Section 31-8 – Lien for Cost or Removal:

The cost for the removal of any motor vehicle shall become a lien against such motor vehicle. No motor vehicle impounded in an authorized garage as herein provided shall be released therefrom until any fine imposed by the Town is paid, and the charges for towing such vehicle and any storage charges have been.

Section 76-73 Boats, cars and trailers under jurisdiction of harbor marina manager.

- (a) When a boat, car or trailer enters the marina area, it immediately comes under the jurisdiction of the harbor marina manager and the harbor marina manager’s duly authorized representative, and of the regulations in this article; it shall be berthed, anchored, parked or otherwise maneuvered only as directed.

4.2 Signage:

The awarded Offeror must provide towing company signage to the Town with the name of the towing company and contact information which the Town shall install in designated areas that are identified as “tow zones”.

4.3 Response Time:

The awarded Offeror shall arrive at the site within thirty (30) minutes (for Class A and B), and forty-five (45) minutes (for Class C) calls. If the awarded Offeror is unable to respond in the given time, they must notify the Palm Beach County Sheriff’s Office and the Town immediately.

4.4 Equipment:

All equipment must be owned and operated by the awarded Offeror or Offeror's personnel, with full control and availability. All equipment shall be modern, commercially manufactured, and in good mechanical condition. All equipment shall be subject to inspection by the Town at any time during the term of the Contract. No vehicle of the awarded Offeror shall be used as an emergency vehicle.

The Awarded Offeror shall have no markings on vehicles, buildings, or correspondence of any kind that indicates or tends to indicate any official relationship between the awarded Offeror and the Town.

All of the awarded Offeror's towing vehicles must be equipped with 2-way radios or other approved means of communication with a range extending to the entire Town's municipal boundaries. Radios shall not be tuned to any police frequency. The awarded Offeror shall comply with all laws, rules, codes and regulations of any governmental agency having jurisdiction over the services being rendered, including, but not limited to, licensing and minimum safety requirements.

REQUIRED CONTRACTOR-OWNED EQUIPMENT

To be considered and evaluated for award, the Offeror must be able to provide the following minimum amount of equipment:

- (1) Three (3) Class A small wreckers of 4-ton capacity; one (1) must be an all-wheel drive wrecker of 4-ton capacity; and at least one (1) must be a slide back carrier;
- (2) One (1) Class B medium wrecker of 16-ton capacity equipped with twin booms or equivalent hydraulic system, air brakes, and auxiliary air supply;
- (3) One (1) motorcycle trailer capable of hauling at least two (2) motorcycles at the same time;
- (4) One (1) 40-ton capacity wrecker with hydraulics, or equivalent wrecker, and Low-Boy capable of towing and/or hauling any Town truck; and
- (5) One (1) set of heavy-duty tractor dollies.

NOTE: Items (4) and (5) are required to qualify for Class C towing.

4.5 Offeror's Personnel:

The Offeror shall have available sufficient qualified personnel for the operation of the equipment and to man the office facilities as required. The awarded Offeror shall maintain a State of Florida, Department of Motor Vehicles Report on each driver, to be updated annually. Each driver shall have a current Commercial Driver's License issued by the State of Florida. Each driver must have at least one (1) year in towing and recovery work or professional training to do business in the Town.

The awarded Offeror shall ensure that drivers and staff are neat, clean, uniformed, courteous, and competent in operating skills and all procedures. All the awarded Offeror's personnel dealing with the public under this contract shall be identified by name through the use of a name tag issued by Palm Beach County Department of Consumer Affairs for all tow truck operators in Palm Beach County. All costs associated with receiving the name tag for tow truck operators shall be the responsibility and requirement of the awarded Offeror.

All drivers shall have a detailed knowledge of the layout of the Town's streets.

The owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.

4.6 Storage Facility:

Offeror must operate and maintain adequate vehicle storage space within a ten (10) mile radius of the intersection of Park Avenue and 6th Street, Lake Park, Florida.

The Offeror shall maintain a storage facility/compound, garage and outside storage facilities complying with all provisions of applicable building and zoning regulations. The facilities must be of a sufficient size and capability to accommodate all vehicles towed by the awarded Offeror during the term of the contract until such vehicle(s) are claimed by the owner or otherwise legally disposed of.

The Offeror's office and storage facility shall be manned on a 24-hour basis and shall be equipped with 24-hour radio-dispatch capabilities, to assure that contractual obligations and services are available and fulfilled. The awarded Offeror shall have a dispatcher on duty 24-hours a day, seven days a week. Telephone answering services do not meet this requirement and are not acceptable.

(1) INSIDE STORAGE

Each tow company shall be capable of storing up to two (2) vehicles in inside storage meeting the following specifications:

- a. A working area of at least 9' x 20' with at least an 8' high ceiling; and
- b. A paved floor (i.e. concrete or asphalt) that is free from dirt, standing water and vegetation.

(2) CRIME SCENE TOWING AND STORAGE

Crime scene towing and storage shall be conducted pursuant to the requirements contained in Palm Beach County Sheriff's Office General Order 504.00 which is attached hereto and incorporated herein as Exhibit B.

(3) OUTSIDE STORAGE

All outside storage facilities shall be enclosed and maintained as follows:

- a. Facilities shall be enclosed with a solid wall or a substantial wire fence not less than eight (8) feet high;
- b. Fence or wall, including all gates or doors or roofed open areas shall be equipped with not less than 12" of barbed wire installed in such a manner as to discourage access over the top of such fence or wall. All fences and walls shall be maintained in a good repair throughout the term of the contract. Damages to the fences or walls shall be repaired within 24 hours.
- c. Outside storage shall be kept free and clear of all junk such as tires and auto parts;
- d. All shrubbery, trees and lawn (fence line and grounds) shall be kept trimmed;
- e. Facilities shall have adequate drainage to prevent standing water after a rain storm; and
- f. Spacing shall be so that a person may reasonably walk around each vehicle in an unobstructed manner.

In the event all the awarded Offeror's storage facilities are filled to capacity, the awarded Offeror shall not be relieved of responsibility to perform and are required to make such arrangements for storage as will fulfill the requirement of the contract and the Town's needs. All storage space used, which is not listed in the original application, must meet the specifications in the contract.

4.7 Protection of Vehicles and Property:

The awarded Offeror's liability for any towed vehicles and all personal property contained therein shall commence with the time the wrecker comes into contact with any vehicle to be towed. The awarded Offeror shall be solely liable and responsible for all personal property in any towed vehicle.

The awarded Offeror or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed and prepare a report which shall be signed by the preparer. One (1) copy shall be held by the awarded Offeror as permanent record, one (1) copy given to the owner or the person in possession of the vehicle or securely attached to the vehicle, one (1) copy given to PBSO District 10, and one (1) copy given to the Town Manager of the Town of Lake Park.

The awarded Offeror shall be solely liable for damage or loss of personal property listed on the property report form once the vehicle is towed. The awarded Offeror is liable for all vehicle accessories regardless of the cause of such damage or loss. Personal property situated in vehicles stored by the awarded Offeror shall not be disposed of to defray any charges for storage or towing. A receipt will be issued for any returned personal property. Personal property must be returned at once to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession without regard to any fees owed by such person or legal entity.

Vehicle owner or duly authorized person shall be allowed to remove personal unattached property from a vehicle during normal business hours at no charge.

Unclaimed personal property in the vehicles stored by the awarded Offeror shall be disposed of pursuant to Florida Statutes, Section 713.78, as it may be amended from time to time.

4.8 Posting Charges:

The awarded Offeror shall prominently post in its office and storage facilities a list of charges approved by this contract which shall be the maximum fees charged on all Town vehicles and/or Town-originated requests for a wrecker, regardless of whether it was a police-initiated action or "at the owner's request". The awarded Offeror's list of charges shall be provided to the owner or person lawfully in possession of each vehicle towed. The charges for towing from the awarded Offeror's compound to another point at the request of the vehicle owner shall be at the same rates listed herein.

4.9 Payment Responsibility:

The Town shall not be responsible or liable for either the collection or payment of any charges for services rendered, including towing and storage. All other services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

4.10 Service Call Cancellation:

The Town shall have the right to cancel a request for the awarded Offeror's services until the time that a wrecker comes in contact with a vehicle. The awarded Offeror agrees that the mere response to a service call scene without other action does not constitute chargeable service.

4.11 Exclusions:

All vehicles and equipment with a Gross Vehicle Weight (GVW) of 26,001 lbs. and above are excluded from this Contract. The Town reserves the right to call the company of convenience for these vehicles and equipment. The awarded Offeror shall indicate on the proposal page the classes of vehicles and equipment they are able to tow.

4.12 Non-exclusiveness of Services:

Nothing contained in this contract will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of their own choice, or requesting that said vehicle be towed to a garage, storage compound, or location other than that of the awarded Offeror.

The on-scene officer has the discretion to call another towing company, if any of the awarded Offeror cannot respond in a reasonable amount of time, and the disabled vehicle is creating a tie up of traffic or hazardous situation.

4.13 Benefits from Repairs:

The awarded Offeror shall not solicit to provide automotive/ vehicle or truck repair, paint and body, salvage, junkyard, or re-cycling business directly, or indirectly for any vehicle towed pursuant to the contract without prior written Town approval. If the awarded Offeror has any interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling business, the Offeror shall so state in its proposal, and list the specifics. If during the term of the contract, including any option terms, awarded Offeror acquires an interest in automotive or truck repair, paint and body, salvage, junkyard or re-cycling business, the awarded Offeror shall immediately notify the Town in writing. Failure to do so may result in termination from the contract for cause.

4.14 Releases:

The awarded Offeror agrees to release any vehicle not marked "HOLD" provided proper proof of ownership or right to possession is presented to the awarded Offeror. Any vehicle that has been marked "HOLD" by PBSO must not be released without prior written approval of PBSO.

Vehicles that have been marked "HOLD" by PBSO shall be stored at the storage compound for a period of time necessary to properly process the vehicle and any investigation involved. PBSO must notify the awarded Offeror in writing if the "Holding Period" continues beyond five (5) working days. The awarded Offeror shall not release a "Hold" vehicle until released by PBSO. PBSO or entities with the legal right shall be permitted access to such vehicles during normal operating hours

4.15 Impounded Vehicles:

Should any owner or persons entitled to possession of an impounded vehicle seek to reclaim the vehicle from the awarded Offeror, the awarded Offeror shall provide an itemized statement of all charges relating to the impounding of the vehicle.

4.16 Complaints:

All complaints received by the Town concerning the performance of the vehicle towing service under the terms of this contract will be referred to the Town Manager or his designee, who shall conduct investigations and inquiries, including discussions with the awarded Offeror and staff involved. The determinations of the Town Manager or designee shall be binding upon the parties, and failure of the awarded Offeror to follow such determination shall be considered a material breach of terms of the contract and cause for termination.

Any incident of price gouging shall be grounds for immediate termination of the contract.

4.17 Vehicle Disposal:

Unless a "HOLD" has been placed upon the vehicle, disposal of vehicles shall be in accordance with current Florida State Statutes.

Should an awarded Offeror, as a result of this contract, have in its possession any vehicle or personal property, and should the awarded Offeror be ordered to relinquish the vehicle or personal property to PBSO, the awarded Offeror shall immediately comply.

4.18 Subcontractors:

The use of subcontractors shall not be allowed under this contract.

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PROPOSAL SUBMITTAL

SUBMITTAL OF PROPOSALS:

This Page and all following pages shall comprise the original Proposal Submittal package. Please also attach any additional information or documentation requested in this RFP. There is no need to include the preceding Sections in your Proposal Submittal package. Proposals must contain all information required to be included in the submittal, as described in this RFP.

RFP No.: 101-2018

Title: Towing Services

Due Date and Time: FEBRUARY 28, 2018 at 10: 00 a.m. Eastern Time

Name of Offeror

PRICING SCHEDULE

PRICES AND RATES

The Offeror shall indicate in the spaces provided, the firm and fixed prices and rates offered to the Town for the goods and/or services described below.

ITEM	SERVICES	NON TOWN-OWNED VEHICLES/EQUIPMENT	TOWN-OWNED VEHICLES/EQUIPMENT
1.	CLASS "A" Cars and Trucks up to 10,000 GVW	\$ each	\$ each
1a.	Mileage Charge outside Town limits	\$ per mile	\$ per mile
2.	Motorcycles (including trailer)	\$ each	\$ each
2a.	Mileage Charge outside Town limits	\$ per mile	\$ per mile
3.	CLASS "B" Trucks from 10,000 – 25,000 GVW	\$ each	\$ each
3a.	Mileage Charge outside Town limits	\$ per mile	\$ per mile
4.	CLASS "C" Trucks over 25,000 GVW	\$ each	\$ each
4a.	Mileage Charge outside Town limits	\$ per mile	\$ per mile
5.	48' Lowboy Service	\$ each	\$ each
5a.	Mileage Charge outside Town limits	\$ per mile	\$ per mile
6.	Dollies or Flatbed (additional)	\$ each	\$ each
6a.	Mileage Charge outside Town limits	\$ per mile	\$ per mile
TOTALS		\$	\$

A copy of the Palm Beach County Maximum Non-Consent Towing Rates effective March 1, 2016 is attached following this page as reference.

REQUIRED SUBMITTALS

The Offeror must include the following documentation in its Proposal:

- a. Three (3) copies of Letters of References setting forth Offeror's experience in providing similar services to municipal entities over the past five (5) years (for each such project (for each project list the name and telephone of a representative for whom the project was undertaken and who can verify Offeror's performance). ;**
- b. Towing Equipment List and Registration/Ownership Information;**
- c. Storage Facility Location and Ownership Information;**
- d. A current Certificate of Status issued by the State of Florida showing that the Offeror is a legal for-profit business entity (e.g., corporation, partnership, Limited Liability Company, etc.) duly registered to do business in the State of Florida;**
- e. A Statement of Qualifications, to include copies of current resume of all business principals as well as management and supervisory staff of the Offeror;**
- f. Documentation of Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor);**
- g. Copies of all current professional and business licenses, current certifications of insurance coverage; and**
- h. Any other information deemed pertinent by the Offeror relating to its particular qualifications to perform the proposed services.**

Offeror shall also show its capability to meet the time and budget requirements of the Town taking into consideration and including the current and projected workload of the Offeror.

Palm Beach County
Maximum Non-Consent Towing Rates
 Effective March 1, 2016

Rate Type	Rate
Private Property Impound Tow Class A Class B Class C Class D No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, except: a) applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and b) "extra time at scene" when a law enforcement agency is called/involved and when the officer's name and badge number and detailed explanation is provided.	Flat Rate \$123 Flat Rate \$217 Flat Rate \$308 Flat Rate \$308
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	\$167 \$248 \$370 \$530
Per mile fee for Police Directed Tow Class A Class B Class C Class D	\$7.50 \$8.50 \$10.00 \$12.50
Daily outdoor storage - vehicles 25' or less <u>after first 6 hours</u>	\$25
Daily outdoor storage – vehicles longer than 25' <u>after first 6 hours</u>	\$35
Daily outdoor storage - motorcycles, ATV=s, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$15
*Daily indoor storage - vehicles 25' or less <u>after first 6 hours.</u>	\$35
*Daily indoor storage - vehicles longer than 25' <u>after first 6 hours.</u> Applies to non-commercial vehicles only.	\$50
*Daily indoor storage - motorcycles, ATV=s, scooters, other small personal vehicles <u>after first 6 hours.</u>	\$20

Rate Type	Rate
<p>Drop Charge – When the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the towtruck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service.</p>	<p>One-half of the posted rate for such towing service</p>
<p>Administrative/Lien Fee - after 24-hours, from time of police report. Must show proof that lien letter(s) have been prepared with appropriate names/addresses included and that fees have been expended.</p>	<p>\$50 Maximum flat fee</p>
<p>After Hour Gate Fee – may not be applied between the hours of 8 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 6 hours after a vehicle has been impounded all other times when:</p> <ul style="list-style-type: none"> a. Impounded vehicles/vessel are recovered by the owner or authorized driver/agent; or b. The owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel. 	<p>\$35</p>
<p>Extra Time at Scene - First one-half hour to be included in the initial cost per call. Charges are 15 minute intervals. All extra time/labor shall be documented by the towtruck operator and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene.</p>	<p>25% of applicable towing fee in 15 minute intervals.</p>
<p>Underwater Recovery - Performed by a certified/ professional diver with the written documentation and approval by the investigating law enforcement agency/ officer.</p>	<p>\$100 plus cost per hour (port-to-port)</p>
<p>Hazardous material clean-up and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.</p>	<p>Towing Company prevailing rates</p>

The above maximum rates are not mandated by Palm Beach County, but they cannot be exceeded.

ACKNOWLEDGMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

Firm Name

Signature

Name and Title (Print or Type)

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Full Legal Name of Firm:

Street Address:

Mailing Address (if different than Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____ days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Offeror agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL PROPOSAL OF OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL , FOR NOT LESS THAN 90 DAYS, AND THE OFFEROR'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS RFP. FAILURE TO SIGN THIS RFP WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THIS PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.

AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT

AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Offeror to provide the goods and/or services offered to the Town if the Offeror is determined to be the lowest responsive and responsible Offeror.

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Non-Collusion Affidavit
- e. Sample Performance Bond Format
(if required, will be requested from offeror recommended for award)
DO NOT COMPLETE
- f. Sample Payment Bond Format
(if required, will be requested from offeror recommended for award)
DO NOT COMPLETE
- g. Sample Letter of Credit Format
(if required, will be requested from offeror recommended for award)
DO NOT COMPLETE

The balance of this page is intentionally left blank

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Offerors must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5 percent in the Offeror's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Municipalities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Municipalities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG-FREE WORKPLACE

_____ is a drug-free workplace and has

(Company Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Offeror that has submitted a Proposal to perform work for the following:

RFP No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached RFP, and of all pertinent circumstances respecting such RFP.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the RFP and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such RFP and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town or any person interested in the proposed contract.

d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 2018, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

the Town to Contractor under the contract and any amendments thereto, less the amount properly paid by the Town to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Town named herein or the heirs, executors, administrators, or successors of the Town.

Signed and sealed this _____ day of _____, 2018.

(Principal) (Seal)

(Witness)

(Title)

(Seal)

(Name of Insurer) Surety

(Witness)

By: _____
(Attorney-in-Fact)

SAMPLE CONTRACT

Below is the standard Contract format for this RFP. This is a sample Contract only and is subject to revisions. PLEASE DO NOT COMPLETE.

CONTRACT

THIS CONTRACT is hereby made and entered into this ____ day of _____, 20__, (the “effective date”) by and between the Town of Lake Park, a Florida municipal corporation (“Town”), whose address is 535 Park Avenue, Lake Park, Florida 33403, and _____, a _____ (hereafter referred to as “Contractor”), whose address is _____.

WHEREAS, the Town desires to retain the services of the Contractor to provide the goods and services in accordance with the Town’s Request for Proposals No.111-2017 and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Town agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Contract shall include and incorporate the terms, conditions, and specifications set forth in the Town’s Request for Proposals No. 111-2017, and the Contractor’s response to the Request for Proposals, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Town’s Request for Proposals, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The Town shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Request for Proposals.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Contract shall be in writing and shall be hand delivered, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the Town: John O. D'Agostino
Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

ii. With a copy to: Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403
Attn: Finance Director

iii. As to the Contractor: _____

Attn.: _____
Email: _____

b. Headings. The headings contained in this Contract are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Contract.

c. Effective Date. The effective date of this Contract shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Contract shall be from the effective date through _____, 20__, unless terminated earlier in accordance with terms set forth in the Request for Proposals. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer, specifying the renewal price for the contractual service as set forth in the proposal; specifying that costs for the renewal may not be charged; and, specifying that renewals are contingent upon satisfactory performance evaluations conducted by the Town and subject to the availability of funds.

(Remainder of this page is intentionally left blank.)

**TOWN OF LAKE PARK
EVALUATION CRITERIA FOR
TOWING SERVICES
REQUEST FOR PROPOSALS NO. 111-2017**

Name of Offeror: _____

Address: _____

City/State/Zip Code: _____

Criteria:

Points Awarded:

- | | |
|---|-------|
| 1. Experience, Qualifications and Financial Capability
(50 points maximum) | _____ |
| 2. Proposed Response Time
(30 points maximum) | _____ |
| 3. Cleanliness of Response Vehicles
(10 points maximum) | _____ |
| 4. Ability to Clean Up after Accidents
(10 points maximum) | _____ |

Maximum Points Awarded _____

GENERAL ORDER

504.00

SUBJECT: VEHICLE TOWING, STORAGE			
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RESCINDS			

CONTENTS:

This General Order consists of the following numbered sections:

- I. TOWING OF VEHICLES OR VESSELS
- II. CURBSTONING

DISCUSSION:

The purpose of this order is to establish guidelines for the towing, storage and release of vehicles or vessels. A variety of circumstances arise that require a vehicle or vessel to be moved by Sheriff's Office employees. These range from removal of a traffic hazard to found property. In order to ensure that procedural guidelines and legal requirements are met, a uniform method is required. This order will outline the authority and process to be used. This order shall apply to all Sheriff's Office employees.

DEFINITIONS:

ABANDONED VEHICLE NOTICE (RED TAG) – A visible tag/sticker that is attached to an abandoned vehicle giving the owner of the vehicle notice that if the vehicle is not removed within a designated period of time it will be towed away.

BIOLOGICAL WASTE - Solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

CURBSTONING – The name given to an illegal practice of buying and selling vehicles without a dealer's license and a legally established place of business. It includes the parking or display of motor vehicles for sale, hire or rent, in certain areas unless authorized. Curb-stoners usually park and display their vehicles for sale in high traffic locations. Often these are found parked on right of ways and locations such as utility or pipeline easements, gas stations, convenience stores, repair facilities, supermarket parking lots, public parking lots and vacant lots.

DESIGNATED TOWING SERVICE - A towing service that performs services in accordance with a signed agreement with the Sheriff's Office.

PESTICIDE - Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any insect, rodents, nematodes, fungi, weeds or other forms of plant or animal life or viruses.

PROPERTY AND EQUIPMENT - For purposes of this procedure, a broad range of items, which due to size, weight and shape, cannot be transported by passenger vehicles (i.e., farm equipment, safes, etc.).

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TOWING SERVICE - A company that moves vehicles or vessels by hooking-up and towing from one place to another.

VEHICLES - The broad range of motor powered means of transportation, such as, but not limited to, passenger cars, motorcycles, vans, trucks, motor homes, tractors, trailers and mopeds.

VESSEL - A craft, larger than a rowboat, designed to navigate on water.

PROCEDURE:**I. TOWING OF VEHICLES OR VESSELS**

A. Employees are authorized by Florida law and Palm Beach County Ordinance to tow vehicles or vessels, remove abandoned equipment or property from roadways or waterways for traffic safety or to prevent and protect it from further damage, or when the driver is taken into custody. Specific attention will be given to the requirements of Florida Statutes (FS) and applicable Palm Beach County Ordinances when towing a vehicle and completing the required documentation. The towing of all vehicles will be documented on a Vehicle Storage Receipt (PBSO #0085). At the minimum, the Vehicle Storage Receipt (VSR) shall contain the following information:

1. Time
2. Date
3. Location
4. Requesting employee
5. Reason for removal or tow
6. Towing service name
7. Location of the vehicle
8. Notification (or attempts) to the registered owner
9. Inventory of contents
10. Placing and removal of holds (hand written on the VSR by employee)

B. Where any vehicle upon a bridge, causeway, waterway, or roadway presents a clear danger, hazard, or obstruction to others it may be towed under the following circumstances:

1. When a vehicle is found being operated upon public roads of the county in such condition as to create an immediate threat to the safety of other motorists or pedestrians.
2. When a vehicle/bicycle is left unattended upon a highway, public roadway, or any bridge, causeway, or viaduct, in a manner that obstructs traffic or creates a hazard and every reasonable effort to contact the vehicle owner to have the vehicle owner affect immediate removal, has been exhausted.

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- a. A parking citation may be attached to the vehicle.
 - b. Communications will enter any vehicle/bicycle towed in the "Vehicle Tow Log," the FCIC system, and PALMS system. The employee towing the vehicle/bicycle will supply Communications with the vehicle information, time, date, location, towing service name, location of vehicle and reason towed. If the employee or Communications has personally notified the owner, an FCIC entry should not be made.
3. Attended vehicles that are inoperable and which are obstructing a highway or roadway, or otherwise creating a traffic hazard, will be removed by the owner or person responsible for the vehicle. If the person responsible for the vehicle is unable or unwilling to remove the hazard or obstruction within a reasonable time, the vehicle may be towed.
- a. The vehicle owner or persons responsible for the vehicle may remove the vehicle from the roadway and temporarily park the vehicle upon a public right-of-way when land adjacent to the roadway is public property. The vehicle owner will then retain full responsibility for timely removal (within 24 hours) and for security of the parked vehicle.
 - b. The vehicle owner may request a towing service be called from the Sheriff's Office rotation list.
 - c. The vehicle owner or operator should be advised that towing service operators generally require an immediate cash payment for their services, unless service is authorized by an automobile club with which the towing service is affiliated or the vehicle is to be towed to the premises of the service or, towing company where it can be held under mechanics lien until payment is made.
- C. Abandoned, Parked or Stored Vehicles
1. When any vehicle, (wrecked, junked, non-operating, or partially dismantled), equipment, or property is abandoned, parked or stored on any street, road, alley, highway or public right-of-way, for a period exceeding 24 hours, in other than designated parking areas, the following will be conducted (care must be taken to insure that vehicle is on a public right-of-way and not on private property):
 - a. A registration check will be made on all vehicles to determine the identity of the vehicle owner and if the vehicle has been stolen or used in the commission of a crime.

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- b. If the vehicle is determined not to have been stolen or used in the commission of a crime, reasonable effort will be made to identify and contact the owner.
- c. If the owner can be contacted, the owner will be advised that the vehicle will be issued an Abandoned Vehicle Notice (Red Tag - PBSO #0098) if not removed within 24 hours or as provided herein and by statute.
- d. The odometer reading will be recorded, if possible, or the tires chalked to reveal any vehicle movement. If the owner cannot be contacted, a red tag will be affixed. A parking citation may be affixed to the vehicle. Communications will advise the County that the vehicle has been red tagged and its location.
- e. If there are indications that the vehicle is being stripped or vandalized and the owner cannot be contacted, the vehicle will be immediately towed for safekeeping.
- f. Any vehicle towed will be entered by teletype in the FCIC system. The employee towing the vehicle will provide the vehicle information, time, date, location, towing service and reason towed. Reports documenting an FCIC entry must be dictated/ submitted as a priority to ensure that teletype can validate the entry within 48 hours.
- g. A VSR and a report will be completed when the vehicle is towed. Communications will be notified giving all the necessary information to make the proper entry in the towed vehicle log.
- h. The employee towing a vehicle will be responsible for initially notifying the vehicle owner. If the owner cannot be notified, the employee will have teletype enter the vehicle into the FCIC system as a towed vehicle, and annotate "OWNER NOT CONTACTED" in capital letters under the property section of the VSR with an explanation and the time.
- i. If the owner is contacted after the vehicle is towed, the employee will write the name of the person contacted and the time under the property section of his remaining copies of the VSR and so state in his report.
- j. Validations Unit of Communication generates a monthly print-out of entries made into FCIC and contacts the tow company to update the status of the vehicle.

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2. Vehicles that are abandoned or discarded in non-operating condition, or are partially dismantled, wrecked, junked, on any private property, in the unincorporated area of Palm Beach County, including shopping centers, may be "Red Tagged" by the Sheriff's Office for towing when the period of abandonment exceeds 10 days.
 - a. Except where the private property is a business legally licensed to operate as a vehicle repair or salvage facility, or the vehicle is in an enclosed building.
 - b. A registration check will be made on all vehicles/bicycles to determine the identity of the vehicle/bicycle owner and if the vehicle/bicycle has been stolen or used in the commission of a crime.
 - c. Removal of vehicles from private property will be the responsibility of the property owner. When requested, the Sheriff's Office will assist property owners by directing them to the proper authorities, such as Palm Beach County Department of Public Safety Division of Consumer Affairs.
 - d. Apartment complexes and shopping centers are considered common area by County Zoning. Any vehicles found in these areas can be "Red Tagged."
 - e. For complaints of abandoned vehicles on private property, where the owner of the vehicle is also the property owner, advise the complainant to contact County Zoning and Planning and register the complaint with them. Initiate a report and state in it what action was taken.

3. Found Vehicles or Vessels
 - a. The employee towing a vehicle will be responsible for initially notifying the vehicle owner. If the owner cannot be notified, teletype will enter the vehicle into the FCIC system as a towed vehicle. The employee will annotate, "OWNER NOT CONTACTED" in capital letters under the property section of the VSR with an explanation and the time.
 - b. The vehicle or vessel will be towed by the next wrecker on the rotation list.
 - c. A VSR and a Found Property Report will be completed when the vehicle is towed.

4. Vehicles Abandoned In Canals

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- a. When a vehicle is abandoned in a canal that comes under the authority of Water Management District (FS 373.069) or Drainage Control District (FS 298.001), attempts need to be made to contact the District in question for verification of pesticide application or possible biological waste contamination.
- b. Upon the confirmation of a pesticide or biological waste contamination, necessary steps need to be taken to ensure the safety of Sheriff's Office employees and civilians on scene.
 - 1) Pesticides - Chemtrec (1-800-424-9300) will be contacted to establish safe reentry period. The employee on scene will relay the information to the road supervisor and, if necessary, all employees will follow guidelines set forth in the U.S. Department of Transportation Emergency Response Guide Booklet. Communications will request that the Water Management District or Drainage Control District representative respond to the area in question with copies of the material safety data sheet.
 - 2) Biological Waste Contamination - The Sheriff's Office will contact the Palm Beach County Health Department, the Florida Department of Environmental Regulation, or the Federal Environmental Protection Agency. It will be up to those agencies to establish safe reentry periods for biological waste contaminator.
 - a) If it is found to be unsafe to allow Sheriff's employees or civilians to remove the car from the canal the road sergeant will be notified, who will in turn notify the Watch Commander.
 - b) A non-crime incident report will be written. All information will be listed such as contamination, environmental concern, health official and district official contacted and the safe reentry date.
 - c) Upon the safe reentry date being known, it will be the responsibility of the District in question to remove the vehicle following all steps outlined in this General Order. Once the safe removal is completed the Watch Commander will be advised and a supplement will be completed.
 - d) If an emergency exists or an active felony investigation finds it pertinent to remove the vehicle, steps set forth in General Orders will be

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adhered to for hazardous material decontamination, which includes pesticides or biological waste.

- c. All vehicles, which are determined to be biohazardous, must display a biohazardous sticker to ensure the safety of persons who will come in contact with the vehicle.

D. To Prevent or Protect the Vehicle or Vessel from Further Damage or Loss

1. When the nature of damage or need for security requires removal of such vehicles or vessels from a right-of-way or waterway and the person in charge of the vehicle or vessel is incapacitated by reason of physical injury or is unable to provide for its custody, it will be towed.
2. When the removal is necessary in the interest of public safety because of flood, fire, storm, or other emergency reasons.
3. When the driver or operator of a vehicle is taken into custody and reasonable efforts have been made to provide the vehicle driver with an alternative to towing the vehicle or vessel; and the vehicle would otherwise be left unattended upon a public roadway, public parking lot, shopping center, etc., or upon the private property of a person other than the owner or operator of the vehicle.

E. Recovered Stolen Vehicles

1. If the employee positively knows that the vehicle was not used in the commission of a crime, and it is possible and practical, the vehicle should be processed and searched at the recovery site and released to the owner without towing it. If the owner cannot respond to the scene and does not want the vehicle towed, he will be advised that a "Red Tag" will be affixed to the vehicle for its removal within 24 hours.
2. The employee recovering the vehicle is responsible for notifying the vehicle owner during his tour of duty. If the vehicle is to be towed, a rotation wrecker may remove the vehicle to a tow lot. Indicate on the VSR why the vehicle was not returned to the owner. If a vehicle/vessel is found to have its identification numbers removed or altered or the vehicle is burned, the designated tow company will tow the vehicle/vessel to the designated tow company's facility. The investigating employee will notify the Auto Theft unit as soon as possible, informing them that a vehicle/vessel has been recovered and is unidentifiable.
3. A copy of the VSR will be given to the tow truck operator and a copy placed in the vehicle towed.

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4. If the vehicle has been reported stolen to the Sheriff's Office and a Stolen Vehicle Report is on file, a supplemental report will be made.
 5. If the vehicle has been reported stolen to another law enforcement agency, an original report will be prepared by the employee with case information from the other jurisdiction included in the report.
 6. Teletype will be notified of the vehicle recovery for the wrecker log and for updating the computerized stolen vehicle file.
 7. Teletype will remove copies of the stolen vehicle record from the file; make appropriate teletype entries, and forward copies to the Auto Theft unit.
- F. Only a contractual tow company will be used when towing an investigative hold vehicle. Notification to the appropriate bureau or division (i.e., Auto Theft, Investigations) shall be made for follow up investigation.
- G. Towing a vehicle without the vehicle owner's or authorized agent's consent, must be done by a tow company properly licensed by the State of Florida and Palm Beach County. Employees will not allow an unlicensed or inappropriately licensed tow truck to perform a non-consent tow.
- H. Employees at the scene of a crash will ensure that a non-authorized towing company, as defined in FS, does not solicit business from driver's involved in the crash. An authorized tow company must be on a law enforcement agencies rotation or contract list in good standing at the time of solicitation.
- I. Holds
1. Vehicles towed for investigative purposes, used in crimes, forfeiture (refer to GO 504.01 – Forfeiture Procedures), or other reason(s) allowed by law, may have a hold placed on the vehicle where the tow company may not release the vehicle unless authorized by the towing Sheriff's Office employee or an appropriate Sheriff's Office supervisor.
 2. The employee placing the hold will notify Communications, who will then enter the vehicle into FCIC.
 3. Holds are to be noted on the VSR and the tow truck driver is to be advised of the hold.
 4. Pursuant to FS, initial holds are good for only five days, after which the towing company may release the vehicle without authorization from the law enforcement agency.
 5. Holds may be extended past five days with written notification of an

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extended hold being delivered to the towing company prior to the expiration of the initial five day hold. The Sheriff's Office becomes financially responsible for all storage charges incurred on an extended hold over the initial five days. The notice of extended hold must contain all information required by FS.

6. Any vehicle that is to be held over five days should be moved to a PBSO Impound Lot, if possible, within the initial five days. Vehicles held at a PBSO Impound Lot are not subject to the five day requirement and storage charges in FS.

J. Release of Holds

1. Holds may be released on vehicles after the original reason(s) for the hold is no longer valid, i.e., investigation is complete; vehicle is no longer of evidentiary value, etc.
 - a. Vehicles held at the Sheriff's Office Impound Lots pursuant to traffic crash investigations shall be released to the original towing company unless a valid court order requires the vehicle to be held by the Sheriff's Office.
 - b. Under special circumstances the Vehicle Homicide Supervisor and/or the Impound Lot Coordinator may authorize the release to another lawfully entitled party on a case-by-case basis.
2. Upon release of the vehicle, the releasing employee will notify Communications, who will then remove the vehicle from FCIC.
3. Holds are released by the employee authorizing the original hold, lead investigator, or an appropriate supervisor. Communications between all interested parties are to be maintained to prevent an inadvertent/premature release of a vehicle, especially when multiple departments are involved.
4. Any employee authorizing the release of any held vehicle is responsible for completing all required documentation, notifying the vehicle owner or authorized agent, notifying the towing company and/or the Impound Lot Evidence Technician and notifying Teletype to remove the held vehicle from FCIC.

II. CURBSTONING

- A. When a vehicle is unlawfully displayed for sale, hire, or rent in violation of FS 316.1951/Palm Beach County Ordinance 2015-036, it subjects the vehicle(s) in question to immediate removal and the owner of such vehicle(s) to pay a fine as required by FS 318.18. A deputy may affix a warning notice to the vehicle providing the vehicle's owner with 24 hours to correct the violation, unless:

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1. The same vehicle owner has received another warning notice within a 12-month period;
 2. The parked vehicle endangers public safety or constitutes a hazard;
 3. The vehicle reasonably appears to be a stolen vehicle;
 4. the vehicle's identification number has been destroyed, removed, covered, altered, or defaced, as described in s. 319.33(1)(d), to display or offer for sale a vehicle that does not have a valid registration as provided in s. 320.02;
 5. If the vehicle bears a telephone number that has been displayed on 3 or more vehicles offered for sale within a 12-month period;
 6. Or other extraordinary conditions exist, in which case the vehicle may be immediately towed without warning.
- B. The FDOT describes the right of way for a road or other transportation facility as the paved area of the road, the road shoulders, sidewalks, swales, and all the other property adjacent to the road owned by the government for the construction and operation of the road or other facility. It may extend as far beyond the paved road surface and may or may not be mowed or fenced.
- C. FS 315.1951(1) does not prohibit a person from parking his or her own motor vehicle or his or her other personal property on any private real property which the person owns or leases or on private real property which the person does not own or lease, but for which he or she obtains the permission of the owner, or on the public street immediately adjacent thereto, for the principal purpose and intent of sale, hire, or rental. Prior to enforcement action, deputies are encouraged to identify the property owner and right of way boundaries where vehicles are displayed for sale utilizing the Palm Beach County Property Appraiser's GIS may program located at <http://www.pbcgov.com/papa/index.htm>.
- D. If a vehicle meets the Curbstoning requirements set forth in FS 316.1951, and warnings have proven ineffective, deputies will request Sister's Towing east of the 20 mile bend, and Moss's Towing west of the 20 mile bend to respond to the scene. If the VIN number is covered and there is no other means to identify the vehicle's information, the deputy will ensure the responding tow service is equipped with a vehicle unlock kit.
- a. If the owner arrives prior to the tow service, they must prove ownership of the vehicle prior to release, and if the vehicle is legal to operate, a written traffic warning should be issued for tracking purposes.
 - b. The deputy will complete an abandoned vehicle report for each vehicle towed from a location using the vehicle vessel status code of "18-curbstoning towed." The deputy will photograph/in-car video the vehicle and scene documenting the violation(s). Those photos/videos will be placed into evidence or uploaded accordingly. The deputy will ensure each vehicle's towed status is entered into teletype while on scene. The vehicle storage receipt will include the reason for impounding as follows:

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“Curbstoning per FS 316.1951 Owner must provide PBC release form when claiming vehicle.” A copy of each vehicle storage receipt will be forwarded to PBC Code Enforcement for tracking purposes. A legible copy of the vehicle storage receipt must be emailed to PBC Code Enforcement for tracking purposes PZB-CurbStoning@pbcgov.org.

- c. The deputy will attempt to contact the seller by way of the phone number appearing on the vehicle and provide information, such as the reason the vehicle was towed, where to submit payment of the fine in order to obtain a release form (Palm Beach County Planning, Zoning, and Building, 2300 N. Job Road, 2nd Floor, West Palm Beach, FL 33411) and the location the vehicle was towed.
- d. Vehicle owners will report to PBC Code Enforcement to obtain a vehicle release form. They will receive the release form only after they have paid the required fee. PBC Code Enforcement should email the release form and scan copy of the original tow receipt to the Tow Company and PBSO ARU at curbstoning@pbsso.org. ARU specialists will notify teletype to remove the vehicle’s information from FCIC and complete a supplement to the original report.
- e. Per FS 316.1951 (4) A local government or municipality contracting with PBSO for police services must adopt this county ordinance or create their own prior to any enforcement action.