

REQUEST FOR PROPOSAL

CLAY COUNTY SHERIFF'S OFFICE TOWING AND WRECKER SERVICES RFP B18-002



:

Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 529-6029
Fax (904) 529-6482
Website: <http://www.claysheriff.com>
Date of Issue: **January 18, 2018**
Proposal Due Date: **February 5, 2018 at 12:00 p.m.**

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. If the Sheriff's Office finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	January 18, 2018
Pre-Proposal Submittal Conference	NONE
Proposals Due	February 5, 2018
Committee Recommendation	February 19, 2018
Contract Signed	February 22, 2018
Services Estimated Start Date	February 23, 2018

For information concerning procedures for responding to this Bid, contact the Purchasing Section, Rhonda Sanders by email rsanders@claysheriff.com or at (904) 529-6029.

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**CLAY COUNTY SHERIFF'S OFFICE
INVITATION
REQUEST FOR PROPOSAL**

NOTICE IS HEREBY GIVEN that the Clay County Sheriff's Office (CCSO) invites and will receive sealed Proposals from qualified companies to perform the following work which is described in detail in the Request for Proposal (RFP) specifications. The vendor's main business location must be in Clay County, Florida.

RFP NUMBER: B18-002

RFP TITLE: CLAY COUNTY SHERIFF'S OFFICE TOWING AND WRECKER SERVICES

PRE-PROPOSAL CONFERENCE: NO DATE & TIME: NA

LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP OPENING LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP SUBMITTAL DEADLINE DATE & TIME: February 5, 2018 at 12:00 p.m.

The CCSO is using a Request for Proposal for this project and will award a contract to the Proposer the CCSO finds, in its sole discretion, best meets the long term needs of the CCSO.

Specifications and RFP documents are available by downloading a bid package from www.claysheriff.com under the Do Business section of the Finance Department page or calling the Purchasing Section at (904) 529-6029.

All Proposers should ensure that the proposal is both complete and accurate. The CCSO may require additional information or data from any of the Proposers. An Evaluation Committee appointed by the CCSO will evaluate Proposals.

The Evaluation Committee selected by the CCSO will fairly consider all Proposals. The Evaluation Committee will perform a review of Proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial and legal requirements of the RFP. Request for clarification letters may include, but are not limited to, the following: commitment of project team members; performance guarantees and standards; project guarantor commitments; proposers interpretation of proposed CCSO organization and business entity relationships, operations, project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The Evaluation Committee will make a recommendation to the Sheriff following the Evaluation Committee's

review of all Proposals and consideration of any additional evidence or data desired by the Evaluation Committee.

Qualified companies are invited to deliver one (1) original and three (3) copies of their Proposal, in a sealed envelope marked “**SEALED REQUEST FOR PROPOSAL, RFP B18-002, CLAY COUNTY SHERIFF’S OFFICE TOWING AND WRECKER SERVICES**”, and delivered to the CCSO Purchasing Section, 901 North Orange Avenue, Green Cove Springs, Florida 32043. The CCSO assumes no responsibility for Proposals received after the proposal deadline identified above, or delivered to any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late Proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Rhonda Sanders, Purchasing Manager, Clay County Sheriff’s Office, 901 North Orange Avenue, Green Cove Springs, FL 32043. Rhonda Sanders is the only designated representative of the CCSO authorized to respond to comments, questions, and concerns. The CCSO will not respond to comments, questions or concerns addressed to any person other than Rhonda Sanders. If the CCSO determines that a particular comment, question or concern necessitates a global response to all Proposers, the CCSO will issue a clarifying memorandum or addendum. The final day that the CCSO will accept questions will be five business days prior to the proposal submittal deadline date.

The CCSO reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the CCSO, depending on available competition and timely needs of the CCSO.

The CCSO reserves the right to select a company with or without interviews, and may decide to select any of the companies submitting qualification packages. The CCSO reserves the right to award the contract to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the CCSO.

The CCSO shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the CCSO reserves the right to make such investigation, as it deems necessary to determine the ability of any Proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any CCSO member or CCSO official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the CCSO. Only that individual listed, as the contact person in this Notice shall be contacted.

PROPOSAL ACKNOWLEDGEMENT

SOLICITATION REFERENCE NUMBER: B18-002

PROJECT NAME: CLAY COUNTY SHERIFF'S OFFICE - TOWING AND WRECKER SERVICES

All Proposers must register receipt of a solicitation with the CCSO. By completing and returning this form, you are registering receipt of this solicitation with the CCSO and requesting notification of Addenda that may be issued regarding this solicitation.

The CCSO will attempt to notify all prospective Proposers of Addenda issued to the solicitation. However, it shall be the responsibility of the Proposer, prior to submitting their response, to either:

1. Visit www.claysheriff.com to view the solicitation and download all issued Addenda; or
2. Contact the Purchasing Section to determine if Addenda were issued.

Proposers must acknowledge and incorporate the Addenda into their response.

Please be advised that the CCSO will post Addenda, in Adobe format, with the corresponding on-line solicitation.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAX THIS COMPLETED REGISTRATION FORM TO: (904) 529-6482; ATTN: Purchasing Manager

**SEALED REQUEST FOR PROPOSALS
CLAY COUNTY SHERIFF'S OFFICE
RFP B18-002 - CLAY COUNTY SHERIFF'S OFFICE
TOWING AND WRECKER SERVICES**

GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Proposer" means one who submits a Proposal directly to CCSO as distinct from a Sub-Proposer, who submits a Proposal to the Proposer. The term "Successful Proposer" means the qualified, responsible and responsive Proposer to whom the CCSO (on the basis of CCSO'S evaluation as hereinafter provided) makes an award. The term "CCSO" refers to the Clay County Sheriff's Office, a sub-division of the Clay County Board of County Commissioners. The term "RFP" refers to this Sealed Request for Proposal. The term "Solicitation" refers to the entire RFP package and the Proposer's Proposal as a response to this RFP. The term "Proposal" refers to all documentation and information as submitted by the Proposer in response to this solicitation.

1. PROPOSER REGISTRATION

Proposers who obtain solicitation documents from sources other than the CCSO or download from any other source must officially register receipt of the solicitation with the CCSO's Purchasing Section in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued Addenda.

901 North Orange Avenue, Green Cove Springs, FL 32043, Fax No. (904) 529-6482. The CCSO will respond to written or faxed inquiries received at least five (5) CCSO business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.

2. CONTACT

All prospective Proposers are hereby instructed not to contact any member of the CCSO other than the contact person indicated on page 2 above regarding this solicitation or their Proposal at any time prior to the final evaluation and recommended ranking by the CCSO staff for this project. Any such contact shall be cause for rejection of your Proposal.

3.2 Any change to this solicitation shall be made by Addenda duly issued to each registered Proposer.

Receipt of such Addenda must be so noted on or within your response. It is the Proposer's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3. ADDENDA AND INQUIRIES

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written or faxed inquiries regarding this solicitation to the Purchasing Manager, Purchasing Section,

3.3 Oral Inquiries: The CCSO will not respond to oral inquiries.

4. PUBLIC OPENING

Proposals shall be received in the Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043 by the date and time indicated on Page 1 of these documents. As soon

as possible thereafter, the names of Proposers shall be read off at the CCSO.

5. DELAYS

The CCSO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CCSO to do so. The CCSO will notify Proposers of all changes in scheduled due dates by written Addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send Proposal:

Clay County Sheriff's Office
Attention: Rhonda Sanders
Purchasing Section
901 North Orange Avenue
Green Cove Springs, FL 32043
Request for Proposal (RFP) #: B18-002
Project name: CLAY COUNTY
SHERIFF'S OFFICE TOWING AND
WRECKER SERVICES

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Proposer's name and return address.

6.3 Proposals may be withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

6.4 Withdrawal of Proposals after Opening Date: Proposals, once opened, become the property of the CCSO and will not be returned to the Proposer. Proposals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days to provide the CCSO the services set forth in these specifications until one or more of the Proposals have been accepted by CCSO staff. No Proposer may withdraw their Proposal during this ninety (90) day period.

6.5 Number of Proposal Copies: Proposers shall submit one (1) original and three (3) complete copies of the Proposal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A Proposal is not binding until Proposal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a Proposal to the CCSO on or before the specified date and time is solely and strictly that of the Proposer. The CCSO will not be responsible for any delay, for any reason whatsoever. Proposals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Proposals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Section by the date and time specified for opening.

6.8 LATE PROPOSALS – Proposals received after the date and time of the opening will not be opened or considered. It will be the Proposer's responsibility to make arrangements for the return of their Proposal at their expense.

7. PROPOSAL PREPARATION COST

The CCSO shall not be liable for any expense incurred in connection with preparation of a Proposal to this document. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of this document.

8. ACCURACY OF PROPOSAL INFORMATION

Any Proposer, who states in their Proposal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of Proposal and during the entire contract time.

10. POSTING OF NOTICE OF INTENT

A Request for Proposal identifies a potential CCSO need or requirement for contracted goods or services and constitutes a notice of intent for award by posting the RFP on the CCSO's Website. Advertising for responses to RFPs in local newspapers also advises or provides a notice of intent.

11. PUBLIC RECORDS/TABULATION

Proposals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the CCSO Website at www.claysheriff.com.

12. RESERVED RIGHTS

12.1 The CCSO reserves the right to waive formalities in any Proposal, and to reject any or all Proposals in whole or in part, with or without cause and/or to accept the Proposal that in the CCSO's judgment will be in the best interest of the CCSO. The CCSO specifically reserves the right to reject any conditional Proposal.

12.2 To the extent permitted by applicable state and federal laws and regulations, CCSO reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12.3 CCSO reserves the right to reject the Proposal of any Proposer if CCSO believes that it would not be in the best interest of the CCSO to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCSO.

13. INSURANCE

Refer to Insurance Requirements in Section 3.06 and General Order 3000.14 for the CCSO's insurance requirements.

14. INDEMNIFICATION/HOLD HARMLESS

The Proposer shall defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property,

injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Proposer, its sub-consultants and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the selected company to comply with the obligations on its part to be performed under this contract.

15. PUBLIC ENTITY CRIMES / NON-COLLUSIVE AFFIDAVIT

15.1 Each Proposer shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the Proposal. CCSO considers the failure of the Proposer to submit these documents to be a major irregularity and may be cause for rejection of their Proposal.

15.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15.3 Termination for Cause: Any Agreement with the CCSO obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section

shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the CCSO.

16. GRATUITIES AND KICKBACKS

16.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or Proposal therefore.

16.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-contractor under a contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

16.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and subcontract and *solicitation therefore*.

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Proposer shall be in compliance with Executive Order 11246 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public

officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- 18.1 October 1, 1975.*
- 18.2 Qualification for elective office.*
- 18.3 Appointment to public office.*
- 18.4 Beginning public employment.*

19. DRUG FREE WORKPLACE:

The CCSO has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the CCSO workplace.

The CCSO requires the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the CCSO in accordance with the Drug Free Workplace Act. The CCSO will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted Proposals at the same price, terms and conditions.

20. APPLICABLE LAWS

Interested parties are advised that all CCSO contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable Clay County Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Proposer and the CCSO for any terms and conditions not specifically stated within the context of this contract.

21. COMPETENT PERSONNEL

Competent Personnel - All interested companies are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

22.1 Before delivering a Proposal, each Proposer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Proposer's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

22.2 The Proposer, by and through delivering a Proposal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.

23. SPECIFICATIONS

23.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as

meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

- 23.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

24. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

25. ACCEPTING CONTENT OF PROPOSAL

By delivering a Proposal in response to this solicitation document, the Proposer certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Proposals shall be returned in the sequential manner as requested in the "Proposal Format and Requirements" section of this solicitation.

26. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The CCSO is exempt from the payment of Federal and State taxes, including sales tax. Your cost Proposal shall not include sales tax to be collected from the CCSO. The CCSO's sales tax exemption is not available to you for items you purchase,

regardless of whether these items will be transferred to the CCSO.

27. ASSIGNMENT

- 27.1 Successful Proposer shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CCSO'S prior written approval.

- 27.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and CCSO may, at its discretion, cancel the Contract and all rights, title and interest of Successful Proposer shall thereupon cease and terminate.

28. SOLICITATION FORMS

- 28.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Proposer may offer an alternative service. Alternate Proposals may be submitted for consideration. It will be at the CCSO's sole discretion to accept or reject any and all alternate Proposals received.

- 28.2 This solicitation presents the CCSO's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the CCSO.

- 28.3 Proposals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate Proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the

CCSO that an alternative Proposal be considered. Such alternative Proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate Proposals have been satisfied and

subject further to the reserved right of the CCSO to accept or reject these Proposals upon the basis of the determination.

DEFINITIONS

Addenda: A written change to a solicitation.

Bid: shall refer to any offer(s) submitted in response to this Invitation to Bid.

CCSO: Clay County Sheriff's Office

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Clay County, Florida.

Invitation to Bid: Shall mean this solicitation document, including any and all addenda.

Modification: A written change to a contract.

Proposer: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Qualified Company: Proposers responding to this RFP shall meet all the same eligibility and operational requirements as those outlined for companies placed on the Rotation Wrecker List, General Order 3000.14 – Rotation Wrecker (attached at the end of this document).

Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

Responsible: Refers to a Proposer that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

For purposes of this Invitation to Bid the words "shall", "must", or "will" are equivalent in this Invitation to Bid and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the CCSO's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid's mandatory requirements. The words "should" or "may" are equivalent in this Invitation to Bid and indicate very desirable conditions, or requirements but are permissive in nature.

**SECTION ONE
INTRODUCTION AND INSTRUCTIONS**

1.01

Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Proposers must submit one original and three copies of their Proposal, in writing, to the Purchasing Manager in a sealed envelope. It must be addressed as follows:

**Clay County Sheriff's Office
Attention: Rhonda Sanders
Purchasing Section
901 North Orange Avenue
Green Cove Springs, FL 32043
Request for Proposal (RFP) Number: B18-002**

Project name: CLAY COUNTY SHERIFF'S OFFICE TOWING AND WRECKER SERVICES

Proposals must be received no later than 12:00 P.M., Florida time on the date on the cover, page 1. Fax or oral proposals are not acceptable.

A Proposer's failure to submit its Proposal prior to the deadline will cause the Proposal to be disqualified. Late Proposals or amendments will not be opened or accepted for evaluation. There will be no exception to this rule.

Purchasing Manager: Rhonda Sanders – Phone 904-529-6029, Fax 904-529-6482

1.02

Contract Term and Work Schedule

The contract term and work schedule set out herein represent the CCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The initial term of this contract will be thirty-six (36) months beginning on the date a contract is executed by both parties. In addition, The Sheriff's Office intends to include in the contract a right to extend the term of the contract for three (3) subsequent one (1) year terms, provided such extensions are in the best interest of both parties.

1.03

Purpose of the RFP

It is the intent of the CCSO to secure a qualified company to provide Towing and Wrecker Services for the Clay County Sheriff's Office on an as needed basis. Specific requirements are listed in Section II, Scope of Work. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

The result of this RFP would be a contract between the successful Proposer(s) and the Clay County Sheriff's Office that will satisfy the following objectives:

Services include but are not limited to passenger cars, vans, pick-up trucks, 4 wheel drive vehicles, motorcycles, motor homes, 5 ton trucks, personnel carriers, watercraft, trailers, off road equipment, command centers and vehicles held for evidence.

The successful Proposer will maintain an open and collaborative relationship with the staff of the Clay County Sheriff's Office and the Sheriff's Office Fleet Management staff.

**1.04
Assistance to Proposers with a Disability**

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Purchasing Manager no later than 14 days **prior** to the deadline for receipt of Proposals.

**1.05
Required Review**

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Manager at least 14 days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's Proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the CCSO Purchasing Manager, in writing, at least 14 days before the time set for opening.

**1.06
Questions Received Prior to Opening of Proposals**

All questions must be in writing and directed to the issuing office, addressed to the CCSO Purchasing Manager. The final day that the CCSO will accept questions will be five business days prior to the proposal submittal deadline date.

**1.07
Amendments**

If an amendment is issued, it will be provided to all who were mailed or received a copy of the RFP and to those who have registered with the Purchasing Manager as having downloaded the RFP from the CCSO web site.

**1.08
Alternate Proposals**

Proposals may be delivered, which deviate from the requirements herein, providing they are clearly identified as alternate proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternate proposal be

considered. Such alternate proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these proposals upon the basis of the determination.

1.09 Right of Rejection

Proposers must comply with all of the terms of the RFP, the CCSO procurement policy, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Manager may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not qualify the Proposal nor restrict the rights of the CCSO. If a Proposer does so, the Purchasing Manager may determine the Proposal to be a non-responsive counter-offer and the Proposal may be rejected.

Proposals may be waived by the Purchasing Manager if they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The CCSO reserves the right to refrain from making an award if it determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

1.10 CCSO Not Responsible for Preparation Costs

The CCSO will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Proposal.

1.11 Disclosure of Proposal Contents

All Proposals and other material submitted become the property of the CCSO and may be returned only at the CCSO's option. Chapter 119, Florida Statutes requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be open for public inspection immediately after opening by the CCSO.

Trade secrets and other proprietary data contained in Proposals may be held confidential until a Notice of Decision or Notice of Intended Decision is issued by the CCSO Purchasing Manager or 10 days after opening, whichever is earlier, as provided by Section 120.057(3) (a), Florida Statutes, if the Proposer requests, in writing, that the Purchasing Manager does so, and if the Purchasing Manager agrees, in writing, to do so. Material considered confidential by the Proposer

must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material designated as proprietary or confidential as defined in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The Purchasing Section will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information concerning the Proposer's organization and data that qualifies as a trade secret in accordance with the definition in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

1.12

Subcontractors

Subcontractors may be used to perform work under this contract only as necessary. If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the CCSO's request:

- (a) Complete name of the subcontractor,
- (b) Complete address of the subcontractor,
- (c) Type of work the subcontractor will be performing,
- (d) Percentage of work the subcontractor will be providing,
- (e) Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, proof of required insurance and meets all other conditions set forth in this RFP to conduct business with the CCSO, and;
- (f) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the CCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the CCSO.

1.13 Joint Ventures

Joint ventures will not be allowed.

1.14 Proposer's Certification

By signature on the Proposal, Proposers certify that they comply with:

- (a) The laws of the State of Florida,
- (b) The applicable portion of the Federal Civil Rights Act of 1964,
- (c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- (d) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
- (e) Maintains a Drug Free Workplace
- (f) All terms and conditions set out in this RFP,
- (g) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- (h) That the offers will remain open and valid for at least 90 days.

If any Proposer fails to comply with (a) through (g) of this paragraph, the CCSO reserves the right to disregard the Proposal, terminate the contract, or consider the contractor in default.

1.15 Conflict of Interest

Each Proposal shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., employed by the CCSO) and, if so, the nature of that conflict. The CCSO reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The CCSO's determination regarding any questions of conflict of interest shall be final.

1.16 Solicitation Advertising

Public notice has been provided in accordance with CCSO policy and applicable Florida Statutes.

1.17
Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the CCSO.

1.18
Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Florida. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Circuit Court for Clay County, Florida.

1.19
Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

All Proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02

Pre-Proposal Conference

A pre-proposal conference, if held, will be on the date shown on page 2, Calendar of Events at the CCSO main office at 901 North Orange Avenue in Green Cove Springs, Florida. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective Proposers as soon as possible after the meeting.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03

Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the CCSO's request.

2.04

Supplemental Terms and Conditions

Proposals must comply with **Section 1.09 Right of Rejection**. However, if the CCSO fails to identify or detect supplemental terms or conditions conflicting with those contained in this RFP, or that diminish the CCSO's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the CCSO's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

2.05

Clarification of Proposals

In order to determine if a Proposal is reasonably susceptible for award, communications by the Purchasing Manager or the Proposal Evaluation Committee are permitted with a Proposer to

clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Purchasing Manager or the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.

2.06

Discussions with Proposers

The CCSO may conduct discussions with Proposers. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP or Proposal identified by the Purchasing Manager. The Purchasing Manager will only hold discussions with Proposers who have submitted a Proposal deemed reasonably suitable for award. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Manager may set a time for best and final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions.

If a Proposer does not submit a best and final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's best and final Proposal.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a Proposal must be reduced to writing by the Proposer.

2.07

Prior Experience

Proposer must have at least three years' experience in comprehensive experience related to this RFP and established in the wrecker or towing business for a minimum of one (1) year in Clay County. The Proposer shall provide a list of five (5) towing and wrecker service related references denoting experience and accomplishments. The list of references shall include names, titles, addresses and specific telephone numbers where parties may be reached.

The Proposer shall also provide a list of their fleet size, to include the number and classifications of equipment that will be used to render services.

2.08

Evaluation of Proposals

An Evaluation Committee is made up of selected CCSO members. The evaluation will be based solely on the evaluation factors set out in Section Seven of this RFP. The Proposal ranked highest per Section Seven of this RFP shall be the Consultant of Record (COR) Proposer to be negotiated with. A second highest ranking Consultant may also be selected as a "back-up" to the Consultant of Record should they be unavailable at time of work assignment.

After receipt of Proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or

change, and a new date and time established for new or amended Proposals. Evaluations may be adjusted as a result of receiving new or amended Proposals.

2.09

Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Purchasing Section with the Proposal or within five days of the CCSO's request.

2.10

Business License and Other Required Licenses

At the time the Proposals are opened, all Proposers must be able to do business in the State of Florida and have any necessary required professional licenses required by Florida Statute. Proposers should contact the Florida Department of State, Division of Corporations, P. O. Box 6327, Tallahassee, Florida 32314, or the Florida Department of Business and Professional Regulation, Division of Professions, 1940 North Monroe Street, Tallahassee, FL 32399-0760 for information on these licenses. Proposers must submit a copy of a valid Florida business or professional license with the Proposal as well as any licenses required to do business in Clay County (prior to commencement of work).

A Proposer's failure to submit this evidence with the Proposal will cause their Proposal to be determined non-responsive.

2.11

Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as shown in the example below. The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out below. In the generic example below, cost is weighted as 80% of the overall total score. **The weighting of cost may be different in your particular RFP.**

Formula Used to Convert Cost to Points

STEP 1. List all Proposal prices, adjusted where appropriate by the application of all applicable preferences.

Proposer #1 – \$40,000

Proposer #2 – \$42,750

Proposer #3 – \$47,500

STEP 2. Convert cost to points using this formula.

$$\frac{[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Applicable Proposer Price})} = \text{POINTS}$$

The RFP allotted 80% (80 points), of the total 100 points, for cost.

Proposer #1 receives 80 points.

The lowest cost Proposal, in this case \$40,000, receives the maximum points allotted to cost, 80 points.

Proposer #2 receives 74.9 points.

$$\$40,000 \times 80 = 3,200,000 \div \$42,750 = 74.9$$

Proposer #3 receives 67.4 points.

$$\$40,000 \times 80 = 3,200,000 \div \$47,500 = 67.4$$

2.12

Contract Negotiation

After final evaluation, the Purchasing Manager may negotiate with the Proposer of the highest-ranked Proposal. Negotiations, if held, shall be within the scope of the Request for Proposals and limited to those items that would not have an effect on the ranking of Proposals. If the highest ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the CCSO may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal. If contract negotiations are commenced, they will be held in a conference room located in the CCSO Administrative Offices in Green Cove Springs, Florida. At least two of the highest ranked Proposers shall be engaged by a “master” agreement.

The Proposer will be responsible for their travel and per diem expenses.

2.13

Failure to Negotiate

If the selected Proposer

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Proposer and the CCSO, after a good faith effort, simply cannot come to terms,

the CCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer.

2.14

Notice of Intent to Award (NIA) — Proposer Notification of Selection

After the completion of contract negotiation the Purchasing Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers. The NIA will set out the names of all Proposers and identify the Proposal selected.

2.15 Protest

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation or proposed award of a contract which is in excess of the award authority of the Purchasing Manager may protest to the Chief Financial Officer. Protests arising from the decisions and votes of Selection/Negotiation Committees shall be limited to protests based upon alleged deviation(s) from Section Seven.

An interested party is defined as "an actual or prospective Proposer whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

A protester must have submitted a Proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- (a) the name, address, and telephone number of the protester;
- (b) the signature of the protester or the protester's representative;
- (c) identification of the contracting department and the Solicitation or contract at issue;
- (d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) the form of relief requested.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the Purchasing Manager. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

Any protest, after the bid opening, shall be submitted in writing within seven (7) calendar days after such aggrieved person having a substantial interest knows or should have known the facts giving rise thereto.

Any actual or prospective Proposer who is aggrieved in connection with the Solicitation or proposed award of a contract which does not exceed the amount of the award authority of the Purchasing Manager, may protest to the Chief Financial Officer. The protest shall be submitted in writing within three working days from the time the recommendation for award is made to the Chief Financial Officer.

Any actual or prospective Proposer who is aggrieved in connection with the Solicitation or proposed award of a purchase order based on verbal quotation may protest to the Purchasing

Manager anytime during the procurement process, up to the time of the award of the purchase order, but not after such time.

The Chief Financial Officer shall have the authority to settle and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Chief Financial Officer shall promptly issue a decision in writing, after consulting with the CCSO General Counsel. The decision shall:

State the reasons for the action taken and inform the protestant of his right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

In the event of a timely protest under this section, the CCSO shall not proceed further with the solicitation or with the award of this contract until a written determination is made by the Chief Financial Officer and approved by the CCSO General Counsel or a written determination is made that the award of the contract must be made without delay in order to protect the substantial interest of the CCSO.

All protests under this section made by the aggrieved Proposer, or its duly authorized agent or attorney, shall be made by a Proposer who has standing to maintain a protest under Florida case law, shall be in writing, be timely made under this Code, and briefly state the facts and arguments upon which the protest is made. Such notices, to be deemed timely, must be received by the Purchasing Section to the attention of the Purchasing Manager within the time stated. The institution and filing of a protest under this Code is an administrative remedy that should be employed prior to the institution and filing of any civil action against the CCSO concerning the subject matter of the protest.

Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01

Contract Type

This contract is based on an hourly rate and fee schedule for authorized services.

3.02

Contract Approval

This RFP does not, by itself, obligate the CCSO. The CCSO's obligation will commence when the contract is approved by the Sheriff. Upon written notice to the contractor, the CCSO may set a different starting date for the contract. The CCSO will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the CCSO. Options/CLINs will be executed only after approval of the Basic Contract with CCSO.

3.03

Standard Contract Provisions

The contractor will be required to sign a contract and comply with the contract provisions established as a result of this proposal. No alteration of these provisions will be permitted without prior written approval from the CCSO General Counsel. Objections to any of the provisions in Appendix A must be set out in the Proposer's Proposal.

3.04

Proposal as a Part of the Contract

Part or all of this RFP and the successful Proposal may be incorporated into the contract.

3.05

Additional Terms and Conditions

The CCSO reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

3.06

Insurance Requirements

The Supplier/Contractor shall maintain in effect during the time period of this contract, "Adequate Insurance Coverages" as required by federal, state and local laws, regulations and ordinances. Such coverage shall be provided by companies approved by the CCSO. Supplier/Contractor shall not commence or continue work under this contract until evidence of "Adequate Coverage" has been provided to and approved by the Purchasing Manager. In addition, in the event that Supplier/Contractor does commence or continue work during any period where "Adequate Insurance Coverage" is not in force, charges assessed to the CCSO for uninsured independent

Suppliers/Contractors will be back charged to the Supplier/Contractor. (Also see Professional Liability – 5.3.1 and General Order 3000.14 – Rotation Wrecker)

“Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: CCSO Legal Office, Clay County Sheriff’s Office, 901 North Orange Avenue, Green Cove Springs, FL 32043.”

3.07

Indemnity

The Contractor covenants and agrees to indemnify and save harmless the CCSO, and to defend it from all cost, expenses, damages, attorney's fees, injury or loss, to which the CCSO may be subjected by any person, company, corporation or organization by reason of any wrong doing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agent or assigns.

3.08

Contract Funding

Approval or continuation of a contract resulting from this is contingent upon funding appropriations from the Clay County Board of County Commissioners.

3.09

Proposed Payment Procedures

The CCSO will make payments based on a negotiated payment schedule.

- (a) The Contractor shall provide documentation in the form of an invoice to the Sheriff of Clay County or his designee, showing the actual number of service calls responded to during the month. Such figures will be verified against Clay County Sheriff’s Office dispatch records.
- (b) Upon verification and approval by the Director of Services or his designee, the invoice shall be forwarded to the Accounts Payable, Fiscal Section, for payment. Such payment shall be within the guidelines of the Clay County Sheriff’s Office financial accounting procedures.
- (c) Payment Responsibility - The Sheriff of Clay County is responsible for payment of wrecker and storage services for Sheriff owned vehicles and vehicles held for evidence only.

3.10

Contract Payment

No payment will be made until the contract is approved by the Sheriff or Undersheriff. Under no conditions will the CCSO be liable for the payment of any interest charges associated with the cost of the contract.

The CCSO is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

In order to be considered a proper invoice, it must be based on a proper delivery of services to and acceptance by the CCSO; the vendor, contractor or other party who is supplying the services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements, that those requirements have been complied with.

All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

(a) Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party and the CCSO concerning payment of an invoice, the Chief Financial Officer and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the CCSO such material and information as the CCSO may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.

This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the CCSO. Any decision by the Chief Financial Officer shall constitute the final decision of the CCSO regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

3.11

Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the CCSO. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12

Change in Company Ownership

Any change in ownership of the contractor's company must be approved, in advance and in writing by the CCSO. Changes of this nature not approved by CCSO may be grounds for the CCSO to terminate the contract.

3.13

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the CCSO. The CCSO may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the CCSO determine that corrections or modifications are necessary in order to accomplish its intent the CCSO may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the CCSO to terminate the contract. In this event, the CCSO may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14

Contract Termination

The Clay County Sheriff's Office may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this document.

- (a) The Clay County Sheriff's Office shall provide the Contractor with thirty (30) days notice of conditions endangering performance. (A lesser number of days may be specified and enforced if required by an outside agency.) If, after such notice the Contractor fails to remedy the condition contained in the notice, the Clay County Sheriff's Office shall issue an immediate stop work order.
- (b) Should the above condition occur, the Clay County Sheriff's Office shall only be obligated to reimburse the Contractor for services rendered prior to the date of termination, less non-performance liquidated damages.
- (c) Notwithstanding any other provision, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the Clay County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided; the Clay County Sheriff's Office has the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.
- (d) With the mutual agreement of the Clay County Sheriff's Office and the Contractor upon receipt and acceptance of not less than sixty (60) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. This clause does not restrict the CCSO's termination rights under the contract provisions.

3.15

Contract Changes - Unanticipated Amendments

During the course of the contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the CCSO will provide the contractor a written description of the additional work and request the contractor to submit a company time schedule for accomplishing the additional work and a company price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the CCSO has secured any required CCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff, the Undersheriff, or the Chief Financial Officer.

3.16
Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR BACKGROUND INFORMATION

4.01

CCSO Background Information

Clay County encompasses a 601 square mile suburban/rural county in Northeast Florida and contains the communities of Orange Park, Middleburg, Green Cove Springs, Fleming Island, Penney Farms, Clay Hill, Oakleaf Plantation, and Keystone Heights with a population of 203,967 (78,478 households). It is bordered to the north by Jacksonville and is part of the Jacksonville MSA which has a major influence on the county. Clay County has a council-manager form of government.

The Clay County Sheriff is one of 5 constitutional officers in Clay County. The others are Clerk of Court, Property Appraiser, Tax Collector, and Supervisor of Elections.

The CCSO has a total of approximately 565 full time and 72 part time employees. The full time positions consist of 276 law enforcement deputies, 106 detention deputies, and 183 civilians.

The Detention Facility has an in-house capacity of approximately 480 beds and routinely houses over 400 inmates.

SECTION FIVE SCOPE OF WORK

5.01 Scope of Work

PURPOSE: It is the intent of the CCSO to secure Towing and Wrecker Services for the Clay County Sheriff's Office on an as needed basis.

5.02 Background Information:

5.02.1 Location – The Clay County Sheriff's Office main facility is located at 901 North Orange Avenue, Green Cove Springs, Florida 32043 and has several off-site locations in Orange Park, Middleburg, and Keystone Heights.

5.02.2 Scope of Service – The successful Proposer(s) shall be expected to provide Towing and Wrecker Services for the Clay County Sheriff's Office on an as needed basis.

5.03 Requirements – Detail

Minimum essential specifications and requirements are included in these paragraphs. Listings are intended as guidelines and are not intended to be all-inclusive. The Proposer will be required to meet all these minimum requirements to provide towing and wrecker services for the CCSO. The successful Proposer shall be expected to provide or perform the following:

- (a) Establish the company's fixed pricing schedule for wrecker and towing services for all CCSO owned and operated vehicles and vehicles held for evidence. CCSO vehicles to include but not limited to passenger cars, vans, pick-up trucks, 4 wheel drive vehicles, and motorcycles, motor homes, 5 ton trucks, personnel carriers, watercraft, trailers, off road equipment and Command Centers, and also to include winch-out services to be provided per said equipment.
- (b) In the event a wrecker is incapable of winching out a vehicle or piece of equipment, the contractor must provide sufficient equipment to retrieve said vehicle or equipment at no extra charge.
- (c) **SERVICES** - Towing and wrecker services shall be available to the CCSO on a twenty-four (24) hour basis, seven (7) days per week and holidays. Services also to include winch-out.
- (d) Contractor must be capable of dispatching sufficient equipment within fifteen (15) minutes from the time the call is received from the CCSO and arrive at the scene within thirty (30) minutes in order to take care of emergency situations (accidents, blocked traffic, etc.) or any situation which in the CCSO's discretion, requires immediate tow. One (1) tow truck will be dispatched per call unless additional equipment is needed. In the event the aforesaid dispatching is not timely, CCSO may engage other services without penalty to the agency. The Contractor must provide CCSO with a reasonable accurate estimate of arrival time on all trouble calls.

- (e) Service will involve towing vehicles to the following locations of our choice as listed below:
 1. CCSO Garage located at 1000 Center Street, Green Cove Springs, FL 32043
 2. Orange Park Operations Compound located at 212 Blanding Blvd, Orange Park, FL 32073
 3. Successful Contractor's compound
 4. Local vehicle repair shops
 5. Or any other location specified by CCSO
- (f) Towing and wrecker services provided at no additional cost by the source of repair for a given vehicle (covered under a separate agreement) will not be bound to employ the services awarded on the basis of this solicitation.
- (g) Billable mileage will be measured from the point of pick up to the designated drop off point using the shortest one way distance over available highway routes determined by current Clay County maps.
- (h) CCSO will be charged a flat rate from the point of pick-up back to the designated drop off point.
- (i) Contractor will comply with vehicle manufacturer towing guidelines.
- (j) Contractor must maintain records, subject to approval of CCSO, of each vehicle towed. Such records are to provide information as to location, time, vehicle identification number, and such other information as may be needed for proper billing and periodic reporting.
- (k) The Contractor is responsible for adhering to special handling of vehicles moved or held for evidence.
- (l) The Contractor shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- (m) The Contractor shall comply with all laws, ordinances and regulations applicable to the services contemplated in the proposal. The contracted company is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the services. Ignorance on the part of the contracted company will in no way relieve it of responsibility. The Contractor must agree to abide by and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

- (n) Storage Facility Requirement - the successful Contractor must provide:
1. Secure storage for all vehicles.
 2. Storage of vehicles held for evidence will be in a secure area, separate from public access. CCSO evidence technicians will have unlimited access to this area. Covered storage will be provided as necessary to protect from weather and outside elements. Vehicles stored in the restricted compound include those involved in accidents and unlawful activities awaiting legal release.

5.04

Professional Responsibility

5.04.1 Professional Liability

- (a) The Contractor shall indemnify the Clay County Sheriff's Office against liability for any suits, actions, or claims of any character arising from or related to the performance under this contract of the Contractor or its Subcontractors.
- (b) The Sheriff's Office has no obligation to provide legal counsel or legal defense to the Contractor or its Subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this contract against the Contractor or its Subcontractors as a result of or relating to the Contractor's obligation under the contract.
- (c) The Sheriff's Office has no obligation for the payment of any judgment or the settlement of any claims made against the Contractor or its Subcontractors as a result of or relating to the Contractor's obligations under this contract.
- (d) The Contractor shall give immediate written notice to the Sheriff of Clay County or his designated representative, of any claims or suits made or filed against the Contractor or its Subcontractors on any matter pertaining to the contract.
- (e) The Contractor shall cooperate, assist and consult with the Sheriff's Office in any claim, suit or actions made or filed against the Sheriff's Office of Clay County as a result of or relating to the Contractor's obligation under this contract.
- (f) The Contractor shall carry a minimum of insurance in the amounts required by federal, state, and local guidelines.
- (g) Certificate of Insurance; Certificates of all insurance required from the Contractor shall be filed with the CCSO as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The Certificate will state the types of coverage provided, limits of liability and expiration dates. CCSO shall be identified as an Additional Named Insured for each type of coverage required.
- (h) The Contractor shall provide a Certificate of Insurance to the CCSO with a thirty (30) day notice of cancellation. In addition, the CCSO will be shown as Additional Named Insured,

with a Hold Harmless Agreement in favor of the CCSO, where applicable. The Certificate should also indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under a "claims made" form, the Certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

- (i) If the initial insurance expires prior to the completion of the contract, renewal certificates and/or required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.
- (j) Any cancellation or lapse of insurance affecting the operation of the Clay County Sheriff's Office shall be deemed material breach of contract.
- (k) Responsibility for Subsequent Damage to Vehicles - It is the responsibility of the Contractor to take precautions necessary to protect persons or property against injury or damage, be responsible for any such damage or injury that occurs as a result of his fault or negligence and repair damage to the satisfaction of the Sheriff. The Sheriff reserves the right to designate the provider of repair services.
- (l) All services shall be provided with the skill and care which would be exercised by a comparable company performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the services, the awarded contractor shall furnish, at their own cost and expense, the means necessary to correct deficiencies, and shall be responsible for any and all consequential damages arising from these deficiencies.

5.04.2 Bond Requirements

The Office of the Sheriff, Clay County has waived the requirement of a bid bond.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The CCSO discourages overly lengthy and costly Proposals, however, in order for the CCSO to evaluate Proposals fairly and completely, Proposers must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of Proposer's company and the name, mailing address, and telephone number of the person the CCSO should contact regarding the Proposal.

Proposals must confirm that the Proposer will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. Proof of such binding authority shall be furnished as part of the Proposal. A Proposer's failure to include these items in the Proposals may cause the Proposal to be determined to be non-responsive and the Proposal may be rejected.

6.03 Understanding of the Project

Proposers must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Statements should reflect list of work activities as listed in Section 5.1 of this RFP.

6.04 Methodology Used for the Project

Proposers must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the CCSO's project schedule.

6.05 Management Plan for the Project

Proposers must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the CCSO's project schedule.

6.06 Experience and Qualifications

Proposers must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Proposers must provide information on the company's personnel that identifies each person who will actually work on the contract. The information will include their name, title, length of time with the company and other relevant experience related to the skills necessary to meet the requirements of this proposal.

6.07 Cost Proposal

Proposers are to submit the Cost/Fee Schedule form located in the attached forms section at the end of this document. Proposers are also requested to list any additional cost not specifically addressed in the Cost/Fee Schedule form.

6.08 Evaluation Criteria

All Proposals will be reviewed to determine if they are responsive. It is determined that in the best interest of The Clay County Sheriff's Office when awarding the bid for service(s) for this RFP, the awarded Contractor must have a proven record in the specified fields of service. This being the case, the low Proposer will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this RFP, consistent with the evaluation criteria set out in Section Seven.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Proposer.

A Proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the request for Proposals in order to eliminate and prevent discrimination in CCSO contracting without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, citizenship status or any other category protected by federal, state or local statute or code.

6.08.1 - Technical Qualifications:

- (a) Evaluate the Contractor's ability based on experience, equipment and qualifications of key staff members and the Contractor's record with regard to this type of work, particularly in Clay County and in Florida.

6.08.2 - Written Proposal Evaluation:

- (a) Evaluate the Contractor's understanding of proposed services to be undertaken as addressed in the RFP. Assess how effectively the requirements for services will be

addressed and assess the capabilities of the Contractor to match the scope and requirements of the RFP.

6.08.3 - Other Factors:

Other factors to be considered, but not limited to, are:

- (a) The ability, capacity and skill of the Proposer to perform the contract;
- (b) Whether the Proposer can perform the contract within the time specified, without delay or interference;
- (c) The character and integrity, reputation, judgment, experience and efficiency of the Proposer;
- (d) The quality of performance of previous contracts by the Proposer;
- (e) Compliance by the Proposer with requirements of the request for proposal;
- (f) Previous and existing compliance by the Proposer with laws and ordinances relating to the contract;
- (g) The solvency of the financial resources of the Proposer to perform the contract or to provide the service;
- (h) The quality, availability and adaptability of the Proposer services to the particular use required;
- (i) The ability of the Proposer to provide future service;
- (j) The number and scope of conditions attached to the bid or proposal by the Proposer.

**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

7.01

Understanding of the Project (5%)

Proposals will be evaluated against the questions set out below:

- (a) Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project, including the deliverables expected by CCSO?
- (b) How well has the Proposer identified pertinent issues and potential problems related to the project?
- (c) Has the Proposer demonstrated an understanding of the CCSO's time schedule and can meet it?
- (d) Has the Proposer demonstrated a thorough consideration and issues related to any Options/Additional CLINS?

7.02

Methodology Used for the Project (5%)

Proposals will be evaluated against the questions set out below:

- (a) Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) Does the methodology match and achieve the objectives set out in the RFP?
- (c) Does the methodology include addressing the objectives for any Options/Additional CLINS?
- (d) Does the methodology interface with the time schedule in the Proposal?

7.03

Management Plan for the Project (10%)

Proposals will be evaluated against the questions set out below:

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) Is the organization of the project team clear?
- (c) How well is accountability, lines of authority, and communication completely and clearly defined?

- (d) To what extent does the Proposer already have the hardware, software, equipment, and licenses necessary to perform the contract?
- (e) Does it appear that Proposer can meet the schedule set out in the RFP?
- (f) Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (g) Is the Proposal practical, feasible, and within acceptable hourly rates?
- (h) How well have any potential problems been identified?
- (i) Is the Proposal submitted responsive to any/all equipment requirements in the RFP?

7.04

Experience and Qualifications (10%)

Proposals will be evaluated against the questions set out below:

Questions regarding personnel:

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the company:

- (c) How well has the company demonstrated experience in completing projects on time and within budget?
- (d) How successful is the general history of the company regarding timely and successful completion of projects?
- (e) Has the company provided letters of reference from previous clients or contacts?
- (f) If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Proposer?

7.05

Contract Cost (70%)

Overall, 70% of the total evaluation points will be assigned to cost.

The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out in Section 2.11.

**APPENDIX A
FORMS**

1. W-9 Form, First Page
2. Form 2 - RFP Authorized Signature Form
3. Form 3A - Interest in Competitive Bid for Public Business
4. Proposal Submittal Form
5. Qualifications Statement
6. Non-Collusive Affidavit
7. Public Entity Crimes Statement
8. Drug Free Workplace Form
9. Indemnification/Hold Harmless Form
11. Insurance Requirements
10. References
12. Cost/Fee Schedule
13. Proposal Completeness Checklist
14. General Order 3000.14 – Rotation Wrecker

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
						-			

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
						-			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 2

REQUEST FOR PROPOSAL AUTHORIZED SIGNATURE

The undersigned person, by the undersigned’s authorized signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the Contractor’s company and the enclosed Proposal is submitted on behalf of the Consulting Contractor company.
2. The undersigned has carefully reviewed all the materials and data provided on the Contractor company’s Proposal on behalf of the company, and, after specific inquiry, believes all the material and data to be true and correct.
3. The Proposal offered by the Contractor’s company is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.
4. The Contractor’s company authorizes the CCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Consulting Contractor’s company offering this Proposal.
5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.
6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the CCSO in form and content.
7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

Name of Company

Signature of Authorized Representative

Type or Printed Name of Authorized Representative

_____ Title Date

FORM 3A - INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME			OFFICE POSITION HELD
MAILING ADDRESS			AGENCY
CITY	STATE	ZIP	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983) provides certain limited exemptions to the above referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b) Fl. Stat. (1983))

1. The competitive bid to which this statement applies has been/will be submitted to the following government agency:		
2. The person submitting the bid is: Name	Position	
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business submitting the bid is as follows:		
5. The nature if the business intended to the transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied for the following time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No if so, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
<p>FILING INSTRUCTIONS</p> <p>If you are a state officer or employee required to disclose the information above, please file this form with the Secretary of State at the Capital, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.</p>		
<p>NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5000.00</p>		

RFP # B18-002 CLAY COUNTY SHERIFF'S OFFICE TOWING AND WRECKER SERVICES

**SEALED REQUEST FOR PROPOSALS
CLAY COUNTY SHERIFF'S OFFICE**

PROPOSAL SUBMITTAL FORM

Company Name Telephone

Home Office Address

City, State & Zip

Address: Office Servicing Clay County, other than above

Name/Title of CCSO Representative Telephone

Fax Number Email Address

The undersigned attests to his/her authority to submit this Proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the CCSO.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signature Date

RFP # B18-002 CLAY COUNTY SHERIFF'S OFFICE TOWING AND WRECKER SERVICES

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: Clay County Sheriff's Office
Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

CHECK ONE:
 Corporation
 Partnership
 Individual
 Joint Venture
 Other

SUBMITTED BY:
NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

If the Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and address of Resident Agent: _____

If Proposer is an individual or partnership, answer the following:

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners: _____

- c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

__Personally known to me, or __Produced Identification: _____ **DID** take an oath, or **DID NOT** take an oath

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

 By: _____

 (Printed Name)

 (Title)

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

__ Personally known to me, or __ Produced Identification: _____ **DID** take an oath, or **DID NOT** take an oath.

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor 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 response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Sub-Contractor, or Contractor 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative of the company of _____, located at City: _____

State: _____ Zip: _____, have read and understand the contents of the

Public Entity Crime Information and of this formal RFP package, hereby submit our Proposal accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more Proposals, which are equal with qualifications and service, are received by the CCSO for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your company shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under an RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this company complies fully with the above requirements.

Concur _____

Variance _____

Date

Contractor’s Signature

INDEMNIFICATION/HOLD HARMLESS

The elected company shall (if required by CCSO) defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected company, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the elected company to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the company of

_____ located at City _____

_____, State _____, Zip Code _____

Phone: _____ Fax: _____.

Having read and understood the contents above, hereby submit accordingly as of this

Date, _____, 20_____.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

INSURANCE REQUIREMENTS

The successful Proposer, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the CCSO with a Certificate of Insurance as required by federal, state, and local guidelines.

REFERENCES

Proposer shall submit as a part of the proposal package, business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Telephone No.: (____) _____

Telephone No.: (____) _____

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Telephone No.: (____) _____

Telephone No.: (____) _____

Name: _____

Address: _____

Contact: _____

Telephone No.: (____) _____

COST/FEE SCHEDULE

TOWING & WRECKER SERVICES

BID NUMBER: B18-002

BID OPENING DATE: February 5, 2018

PLACE OF BID OPENING: ADMINISTRATION BUREAU, CLAY COUNTY SHERIFF’S OFFICE, 901 NORTH ORANGE AVENUE, GREEN COVE SPRINGS, FLORIDA, 32043

TO: Clay County Sheriff’s Office:

The undersigned, as Contractor, hereby declares that he/she has carefully read and examined the specifications and with full knowledge of all conditions under which the equipment and services herein contemplated must be furnished, hereby proposes and agrees to furnish the equipment and services according to the requirements as set out in the specifications for said equipment and service:

Passenger Vehicles, Vans, Pick-Up Trucks, 4-Wheel Drive Vehicles, Motorcycles, Motor Homes, 5 Ton Trucks, Personnel Carriers, Watercraft, Trailers, Off Road Equipment and Command Centers	
TOWING SERVICE	\$ _____ hook up plus \$ _____ per towed mile
WINCHING SERVICE	\$ _____ hook up plus \$ _____ per in-route mile
LABOR	\$ _____ per hour starting _____ minutes after arrival on scene
DAILY STORAGE	\$ _____ Outside \$ _____ Inside
EXTENDED STORAGE (after 30 days)	\$ _____ Outside \$ _____ Inside
HOLD/EVIDENCE VEHICLES	\$ _____ hook up plus \$ _____ per towed mile Storage fees start after _____ days.
CANCELLED CALL (Dispatched, but cancelled)	\$ _____ per in-route mile
ADDITIONAL COST INFORMATION	

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Within County	\$ _____ per service trip plus \$ _____ per towed mile
Out of County	\$ _____ per service trip plus \$ _____ per towed mile
ADDITIONAL COST INFORMATION	

Note: CCSO Evidence Technicians must have access to Contractor provided storage to process vehicles held for evidence

**CCSO REQUEST FOR PROPOSAL
PROPOSAL COMPLETENESS CHECKLIST**

The following checklist is a summary of the submission requirements for the RFP Documents. The companies can utilize this checklist to ensure the completeness of its Proposal. Specific requirements and information associated with this checklist are included in Section 2 of this RFP. The Company shall submit its information in the order outlined by the checklist and reference each submission item in its Proposal to the corresponding subsection number of the RFP. This checklist may not be all inclusive of the information required as part of this RFP; therefore the company shall refer to the sections of this RFP to satisfy itself that all of requirements for submission have been addressed.

- Proposal received at the office of the Purchasing Section (Proposals electronically transmitted by FAX, E-mail, etc., are not acceptable).
- Proposal sets enclosed in a single, sealed package with the following information on the envelope face:
 - Addressed to: Clay County Sheriff's Office, Attention Rhonda Sanders, Purchasing Section, 901 North Orange Avenue, Green Cove Springs, Florida 32043
 - Title of RFP
 - RFP number
 - Name of Company,
 - Business address of Company,
 - Telephone Number, and
 - FAX Number.
- Four (4) completed sets of the Proposal included (1 original and 3 copies).
- Cover sheet of each Proposal set shall include:
 - Title of RFP
 - RFP number
 - Company name,
 - Business address of Company,
 - Company telephone number,
 - Company FAX number,
- All text of Proposal is on 8.5 x 11 size paper with typeface not less than 10-point type.
- Original cover letter of understanding and interest stating:
 - Title of RFP
 - RFP number
 - All information submitted in support of the RFP is accurate and factual,
 - If selected, the Company commits to carry out the project,
 - Company is prepared to meet the required insurance, financial, and performance guarantees,
 - Signed and dated by the officer of the company empowered to commit the company to the obligations contained in the Proposal.
- Company profile including all of the following:
 - Name,
 - Principal business address,
 - Principal business contact,

- Original letter of understanding and interest (specifics previously described).
 - Form of business (corporation, partnership, joint venture, etc.),
 - Names of partners or officers,
 - If a corporation, date and state of incorporation,
 - If partnership or joint venture:
 - Date of agreement specific to this project,
 - List of major companies or joint venture members
 - Identify assignments of legal or financial liabilities or responsibilities.
 - If the Company is a partially or fully owned subsidiary, identify parent company and relationship with parent corporation.
 - Full name and contact information of key personnel.
 - Background checks on employees of the company.
 - Letters of Reference from previous, similar customers and projects.
- Additional Information
 - A description of any judgments, claims, arbitration proceedings or suits pending or outstanding against the organization or its officers.
 - A description of any lawsuits filed or arbitration requested with regard to construction contracts within the last 5 years.
- Project Approach
 - Proposers must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Statements should reflect list of work activities as listed in Section 5.1 of this RFP.
 - Proposers must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the CCSO's contract requirements.
- The following financial information shall be submitted for each Company:
 - Statement committing Company to provide a certificate of insurance in the RFP for the proposed project.

CLAY COUNTY SHERIFF'S OFFICE CLAY COUNTY, FLORIDA GENERAL ORDER	NUMBER: 3000.14
DEPARTMENT: OPERATIONS	DISTRIBUTION: OPERATIONS
TITLE: ROTATION WRECKER	EFFECTIVE DATE: 12/13/2005 UPDATED: 07/20/2017
REFERENCED FORMS: P033	ANNUAL REVIEW DATE: 07/20/2018
RELATED DOCUMENTS: SOP 3320.2, Wrecker Log; SOP 3000.14, Traffic Crashes	

CFA #: 3.01M, 23.01, g, 23.02M, b/g
FCAC #: 2.01M

PURPOSE:

These rules and regulations are formulated for the purpose of establishing certain requirements and standards for tow wreckers, businesses or companies who are eligible, and qualify to be placed on the Sheriff's Office Rotation Wrecker Call List. Regulation and enforcement of the Rotation Wrecker Call List procedures will be the responsibility of the Traffic Section Lieutenant in its entirety and will be regulated according to this General Order.

These rules and regulations are designed to provide private and commercial users of the streets and highways of the county with only qualified and insured reputable wrecker companies who have the proper equipment for the removal of wrecked, disabled, stolen, or abandoned motor vehicles.

These rules and regulations are provided to cover the needs of the Sheriff in the performance of lawful duties and responsibilities within its jurisdiction pertaining to law enforcement related vehicle towing and service activities for Clay County.

These rules and regulations do not apply to a vehicle owner's request for utilization of a specific wrecker operator. In such event, the owner's request will be honored unless there is an unreasonable time delay and a traffic problem exists.

These rules and regulations do not apply to wrecker services operating outside of the rotation list.

These instructions consist of the following numbered sections:

- I. Eligibility
- II. Application for Placement on the Rotation Wrecker Call List
- III. General Requirements and Agreements
- IV. Storage Facilities Required
- V. Wrecker Classifications Required
- VI. Equipment Requirements
- VII. Insurance
- VIII. Rotation Call System
- IX. Towing
- X. Inspections
- XI. Administrative Responsibilities of Wrecker Operations
- XII. Grounds for Denial, Penalties, Removal, or Suspension from the Rotation Wrecker Call List
- XIII. Procedure for Removal or Suspension from the Rotation Wrecker Call List

All written directives will be reviewed and updated on an annual basis by the Chairman of the Directive Review Committee. The reviews will be documented and sent to Professional Development, which will maintain a review log of all directives.

(CFA 3.01M)
(FCAC 2.01M)

I. ELIGIBILITY

- A. All wrecker and towing companies or corporations who have the approval of the Building and Zoning Inspection Division to conduct business within the county at the licensed location and who meet all of the requirements listed in these rules and regulations may apply for a listing on the Sheriff's Office Rotation Wrecker Call List.
- B. Wrecker operators will be listed only by the name under which they are registered and approved to conduct business in this county.
- C. No commitment will be made with anyone concerning the Rotation Wrecker Call List unless they are already established in the wrecker or towing business for a minimum of one (1) year in Clay County.
- D. Each company or corporation on the Rotation Wrecker Call List must be available twenty-four (24) hours a day, seven (7) days a week to receive calls from the Sheriff's Office Communications Section, to perform towing, needed services, and to release stored vehicles from their place of business. They may be either on-duty or on-call.
- E. No person, company or corporation will be considered by the Sheriff's Office if the following conditions exist:

1. Business is in receivership
 2. Business is in a state of bankruptcy
 3. Business is in a state of administration or being controlled by the courts for the purpose of liquidating an estate
- F. No person or corporation shall be considered for the Rotation Wrecker Call List to more than one (1) place of business.
- G. If a place of business on the Rotation Wrecker Call List has a change in ownership (i.e.: it is sold, goes into partnership, or sells any shares of stock), that circumstance is cause for immediate removal from the Rotation Wrecker Call List. Only upon re-application and compliance with these regulations will the new combination be considered for assignment to the Rotation Wrecker Call List.
- H. It is prohibited for the wrecker company conducting business at one (1) location to receive multiple listings or classifications by utilizing a different or fictitious name for trucks operating out of the same location or by utilizing the same named trucks out of different locations.
- I. Should any application to, or business on the Rotation Wrecker Call List fail to meet the eligibility requirements contained in this section, it shall be cause for immediate denial of the application or removal from the Rotation Wrecker Call List.

II. APPLICATION FOR PLACEMENT ON THE ROTATION WRECKER CALL LIST

- A. All wrecker and towing companies or corporations licensed to conduct business within the county may apply annually on or before October 1st for a listing on the Rotation Wrecker Call List.

Those companies or corporations who are on the Rotation Wrecker Call List as of October 1, 1994, are not required to make application either initially or at any other time, unless said company or corporation is dropped from the list for any reason after October 1, 1994. Those companies or corporations who qualify for this exception must meet or exceed all standards of this policy by the enactment date or face being dropped from the Rotation Wrecker Call List.

- B. The Sheriff's Office has promulgated guidelines for qualifications to be on the Rotation Wrecker Call List in these rules and regulations.
- C. Applications may be obtained at the Sheriff's Office Front Desk Receptionist at the Operations Center in Middleburg.

- D. Applications shall be completed in full, in writing, and returned to the Sheriff's Office Traffic Section, with all requested supporting statements, oaths and documents.
- E. If, in the opinion of the Traffic Section Lieutenant, the area for storage is insufficient for the requirements of the Sheriff's Office, the applicant's business will not be considered for placement on the Rotation Wrecker Call List. (See section on storage.)
- F. The Traffic Section Lieutenant will take into consideration the location, equipment, and service presently being rendered by each applicant and will consider the experience, character and financial stability of owners and operators.
- G. Upon receipt of a completed application and a determination that a company meets the qualifications set forth in these rules and regulations, all qualified applicants shall be placed on the Rotation Wrecker Call List. The company shall be notified of their acceptance in writing and provided a copy of the General Order regulating operations.
- H. If the Sheriff's Office determines that an applicant does not meet the qualifications to be on the list, the applicant shall be notified in writing stating the reasons for such disqualification.
- I. In the event the Sheriff's Office receives two (2) sustained complaints within any six (6) month period that a wrecker/towing company on the Rotation Wrecker Call List has failed to comply with these rules and regulations or Florida State Statutes (F.S.S.), then such wrecker/towing company shall be removed from the Rotation Wrecker Call List for a one (1) year period. After one (1) year, the company may apply for placement on the Rotation Wrecker Call List.

III. GENERAL REQUIREMENTS AND AGREEMENTS

- A. Pursuant to F.S.S. 322.54, only drivers holding valid proper class driver licenses with required endorsements will respond to any calls for a rotation wrecker. This provision does not preclude any other employee's responding to assist the driver in the attaching, clearing, etc., or any other assistance the driver may require at the scene.

If the company advises that they are unable to provide a driver with the required driver license and/or endorsements, Communications Section personnel will place that company back at the top of the rotation list and continue to contact a company until a properly licensed driver can respond. If Communications is advised by a company they do not have a properly licensed driver, an Office Memorandum will be generated detailing the company's actions. The memorandum will then be forwarded to the Traffic Lieutenant for investigation and follow-up.

- B. Wrecker company owners and their drivers are required to be familiar with and comply with the Florida Uniform Traffic Control Law, F.S.S. Chapter 316.
- C. It is expressly prohibited for any vehicle or equipment, except law enforcement vehicles, to show or display blue lights, per F.S.S. 316.2397(2)
- D. All wrecker operators shall be trained by the wrecker companies and shall be thoroughly familiar with the operation of the wrecker they are operating, and shall be certified by the wrecker company before responding to a wrecker call for the Sheriff's Office.
- E. All wrecker operators are prohibited from chasing or running wrecks. All wrecker calls must be bonifide calls from or cleared through the Sheriff's Office.
- F. The wrecker operator shall have nothing displayed on vehicles, buildings, or correspondence that implies any official relationship between the wrecker operator and the Sheriff's Office or any police agency.
- G. It is prohibited for a tow truck or the business establishment of the wrecker operator to have any equipment capable of monitoring messages or signals on radio frequencies assigned to the Sheriff's Office.
- H. The wrecker operator at the scene of an accident shall remove properly, only the vehicle they are directed to remove by the investigating officer(s).
- I. Wrecker operators removing a wrecked or damaged vehicle from a street or highway right-of-way shall remove any and all glass, debris, or any other injurious substance dropped upon the highway from such vehicle, per F.S.S. 316.2044 (2) and CFA 23.02 M, g.
(CFA 23.02 M, g)
- J. Wrecker operators shall impound such vehicles as requested by the investigating deputy or other Sheriff's Office sworn member.
- K. Wrecker operators shall comply with all existing F.S.S. and County Ordinances regulating wrecker companies and the disposition of property under lien.
- L. Nothing herein contained shall be construed as a franchise or the granting of any vested rights, to any person, company or corporation as a member of the Sheriff's Office Rotation Wrecker Call List.
- M. The Special Operations Traffic Section Rules and Regulations shall apply in addition to all of Clay County Ordinances, all laws and statutes of the State

of Florida and of the United States governing the subject matter of these rules and regulations.

- N. Each applicant and wrecker operator affirms that they shall comply with any and all requests listed and outlined in these rules and regulations and those future additions and/or revisions, which are applicable to them.
- O. If any section, subsection, sentence, clause or phrase of this regulation, for any reason, is held to be unconstitutional, void or invalid, the validity of the remaining portions of this regulation shall not be affected thereby, it being the intent of the Sheriff's Office in establishing this regulation, that no portion hereof, or provision or regulation contained herein, shall become inoperative or fail by reason of any unconstitutional or invalidity, of any section, subsection, sentence, clause, phrase, portion, or provision of this regulation.
- P. The Traffic Section Lieutenant or higher authority is hereby directed to take any actions necessary to enforce and give effect to these rules and regulations.
- Q. The Traffic Section Lieutenant or designee will be responsible for instituting, maintaining and reporting to the Sheriff via Chain of Command, all action taken as a result of this order.
- R. Wrecker companies may elect to deliver a vehicle to another wrecker company's location (without charge), if requested to release said vehicle by any third party.

IV. STORAGE FACILITIES REQUIRED

- A. Wrecker companies shall provide storage facilities and maintain contiguous to the operator's base of operation. If a company plans to change their physical address or any design of their present storage space they must schedule an inspection appointment ten (10) days in advance and notify the Sheriff's Office on company letterhead of their intentions.
- B. Outside storage facilities must be of adequate size so as to safely and properly store vehicles. Inside storage must be provided for at least one (1) vehicle within a weather tight facility with adequate security for the protection of vehicles, personal property or evidence on a twenty-four (24) hour a day basis. Lean-tos, tents, sheds or activity areas do not qualify or meet the requirements.
- C. The entire storage facility, regardless of size, shall be enclosed by a six (6) foot fence (minimum height), chain link or solid wall type, and the gate to be under lock and key, or placed under guard for the protection of vehicles, personal property, or evidence.

- D. All storage facilities shall be illuminated with lighting of sufficient intensity to reveal persons and vehicles at a distant of at least 150 feet during the nighttime.
- E. Storage premises shall be kept as orderly and clean as possible at all times. Discarded or loose auto parts shall not be left in such a manner as to constitute a real or potential safety hazard.
- F. No company may use public streets, alleys or any other public spaces for the storage of disabled or wrecked vehicles. No storage fee may be charged to any owner or operator of a wrecked or disabled vehicle unless the vehicle is kept inside the enclosed, fenced, or other type storage area.
- G. The wrecker company shall not change the type of storage ordered (inside or outside) of any vehicle without first obtaining permission from the Sheriff's Office.
- H. Wrecker companies shall be held responsible for articles listed on the Sheriff's Office vehicle inventory storage reports and signed for by an authorized representative of the firm.
- I. If required for investigative purposes, the wrecker operator shall move the vehicle(s) to a designated area for processing prior to storage at no additional charge.

V. WRECKER CLASSIFICATIONS REQUIRED

- A. Class A Wreckers
(For removal of motorcycles, cars, pickups [through light duty one-ton with single rear wheels], and small camper trailers with small axles)
 - 1. A truck chassis with a manufacture's rated capacity of at least 10,000 pounds, gross vehicle weight
 - 2. A complete, commercially manufactured crane and winch having a manufacture's rating of at least 4+ tons must be mounted on the chassis. Hand crank winches do not satisfy these requirements and will not be approved.
 - 3. A minimum of one hundred (100) feet of $\frac{3}{8}$ inch cable
 - 4. Cradle or tow plate or towline to pick up vehicles (The cradle or tow plate is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.)
 - 5. Dual rear wheels

6. Vehicles which are equipped with wheel lifts or the equivalent may also qualify as Class A tow trucks so long as all other applicable requirements are met.
- B. Roll-back or Slide-back Carriers
(For picking up burned vehicles, sports vehicles [to prevent damage to plastic front ends], small trailers, and boats)
1. A minimum of a one-ton truck with a sixteen (16) foot bed, dual rear wheels and one (1) winch with an 8,000 pound capacity
 2. A minimum of fifty (50) feet of $\frac{3}{8}$ inch cable
 3. A brake lock device
 4. A minimum of two (2) safety tie down chains twenty (20) feet in length
 5. Two (2) spot (flood) lights mounted on the rear
- C. Class B wreckers
(For one-ton trucks, motor homes and vehicles with dual rear wheels, tandem axles, camper trailers and up to and including two-ton trucks.)
1. A truck chassis with a manufacture's rated capacity of at least 15,000 pounds gross vehicle weight. A complete twin-winch, commercially manufactured crane, and a winch having a manufacture's rating of at least 8+ ton capacity must be mounted on the chassis.
 2. A minimum of one hundred (100) feet of at least $\frac{1}{2}$ inch cable on each drum
 3. A cradle or tow plate or tow sling to pick up vehicles (The cradle or tow plate or tow sling is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.)
 4. Dual rear wheels
 5. Air brakes so constructed as to lock the rear wheels automatically upon failure
 6. Power brakes so constructed as to lock the rear wheels automatically upon failure
- D. Class C Wreckers
(For removal of semi-trucks, house trailers, buses, 2½ ton trucks and up)

1. A truck chassis with a manufacture's rated capacity of at least 30,000 pounds gross vehicle weight and 50,000 pounds gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured crane and a winch having a manufacturer's rating of at least 25+ ton capacity must be mounted on the chassis.
2. A minimum of two hundred (200) feet of at least $\frac{5}{8}$ inch cable on each drum
3. Air brakes so constructed as to lock the rear wheels automatically upon failure and to supply air to disabled vehicles.
4. Cradle or tow plate or sling to pick up vehicles (The cradle or tow plate is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.)
5. Dual rear wheels

E. Wreckers Required

1. All wrecker services on the rotation list are required to have at least one (1) Class A wrecker. This is also considered a recovery wrecker and is necessary to recover vehicles not readily accessible for normal tow.
2. Each wrecker service must be prior approved for each class of wrecker they have available and it will be noted in the rotation log.
3. In the event the next service on the rotation list does not have a wrecker appropriate for the job, the next service on the list that does will be called.

VI. EQUIPMENT REQUIREMENTS

A. General Requirements

1. All wreckers will be equipped with fenders, be properly painted and be of good appearance at all times.
2. F.S.S. 715.07 (7) requires the company name permanently imprinted on both sides of the wrecker in at least three (3) inch letters. The

company's address and phone number will be permanently imprinted on both sides of the wrecker in at least one (1) inch letters.

- B. All wrecker companies shall comply with the following equipment requirement. All items of equipment shall be operable.
1. There shall be a minimum of one (1) rotor beam or strobe type light, amber in color, mounted on the wrecker in such manner that it can be seen from the front, rear, and both sides.
 2. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by Florida State Statutes.
 3. Sufficient floodlights will be mounted on the hoist to illuminate the scene at night.
- C. Items to be carried on wreckers or towing vehicles:
1. A minimum of one (1) heavy-duty push broom
 2. One (1) shovel
 3. One (1) axe
 4. One (1) pry-bar or crowbar
 5. One (1) pair of bolt cutters
 6. A minimum of one (1) four pound CO2 fire extinguisher or equivalent that is within its expiration date.
 7. One (1) four-way lug wrench
 8. Tow dollies, except Class C and roll back carriers, for hauling/towing disabled vehicles dictating their use to prevent further damage to them
 9. One (1) snatch block for each winch (rated for winch capacity)

VII. INSURANCE

The wrecker company shall maintain the following policies of insurance according to the minimum limits set forth below. Each policy shall be in the name of the wrecker company and shall include coverage for towing and storage. The policy shall be effective throughout the period that the wrecker company is qualified under these rules. It is not the intent of the schedule to limit the company to the types of insurance required herein.

- A. Worker's compensation and employer's liability insurance as required by statute
- B. Garage keeper's legal liability insurance in an amount not less than \$50,000 for each loss, covering perils of fire and explosion, theft of a vehicle, its parts or contents, riot and civil commotion, vandalism, malicious mischief and damage to a vehicle in tow
- C. The following minimum levels of combined bodily injury liability insurance and property damage liability insurance required by F.S.S. 627.7415, in addition to any other insurance requirements as required by this rule.
 - 1. Fifty thousand dollars (\$50,000.00) per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.
 - 2. One hundred thousand dollars (\$100,000.00) per occurrence for a wrecker with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.
 - 3. Three hundred thousand dollars (\$300,000.00) per occurrence for a wrecker with a gross vehicle weight of 44,000 pounds or more.
 - 4. The insurance coverage required shall include those classifications that are listed in standard liability manuals, which most nearly reflect the operations of wrecker companies.
 - 5. All insurance policies required above shall be issued by companies authorized to do business in the State of Florida.
 - 6. The wrecker company shall furnish certificates of insurance and a Wrecker Insurance Statement of Compliance (HSMV form 60313) to the Traffic Section Lieutenant prior to approval for participation on the Rotation Wrecker Call List and thereafter thirty (30) days prior to the expiration dates of the policies. The certificates shall clearly indicate that the wrecker company has obtained insurance of the type, amount and classifications required for compliance with this rule, and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Sheriff's Office. Upon failure of an approved wrecker company to provide proof of insurance, as required by this paragraph, the Sheriff's Office shall provide notice to the wrecker company pursuant to form HSMV 60311, of its non-compliance and temporarily suspend the company from the Rotation Wrecker Call List. Once the company provides a valid insurance certificate they will be reinstated.

VIII. ROTATION CALL SYSTEM

- A. Upon receipt of a completed application, inspection and determination that a company meets the qualifications set forth in these Rules and Regulations, the Sheriff's Office will assign qualified companies to the Rotation Wrecker Call List.
- B. The established Rotation Wrecker Call List will be maintained in the Sheriff's Office Communications Section, and will be utilized only by assigned personnel upon a proper request.
- C. Wrecker companies located within the county shall be called for the removal of a wrecked, disabled, stolen or abandoned vehicle by the Sheriff's Office Communications Section and according to the wrecker classification as needed.
- D. Wrecker requests from the field will be transmitted to the 911 Public Safety Telecommunicator who will contact the proper wrecker operator when the vehicle is to be removed.
- E. Wrecker companies will be called in succession from the top of the list. Following each call an operator will be rotated to the bottom of the list.
- F. Failure to verify answering service calls from the Communications Section within the five (5) minute time limit shall cause their firm to be charged with the call, and they shall be placed on the bottom of the Rotation Wrecker Call List.
- G. When only one (1) attendant is on duty and answers a call, which requires that person to leave the business, a sign will be placed on the door of the business, or in a conspicuous location so the public will know that the company is not closed. In essence, a sign should read, Attendant on call, will return in one (1) hour. A sign shall be placed in a visible location from the driveway or parking lot listing the business telephone number and after hour's telephone number.
- H. All wrecker companies using an answering service will call the Sheriff's Office within five (5) minutes after receiving a wrecker call and verify their wrecker call with the Communications Section. This will confirm the call and ensure that the location of the call is accurate.
- I. Wreckers may show or display amber lights when in actual operation at the scene or when a hazard exists providing they are not used going to and from the scene of operation or hazard without specific authorization of a law enforcement officer or agency, per F.S.S. 316.2397 (3).
- J. Under no circumstance will a wrecker company be permitted to call another wrecker company to handle any wrecker call received through the Sheriff's Office.

- K. Any wrecker company not arriving at the scene within thirty (30) minutes from the time called will be charged with the call and placed at the bottom of the Rotation Wrecker Call List. The thirty (30) minutes for all rotation wrecker companies using answering services will start from the time the call was verified. The 911 Public Safety Telecommunicator will enforce the thirty (30) minute service required by the rotation wrecker companies.
- L. Each wrecker company and wrecker driver understands and affirms that the solicitation of business at the scene of any accident is prohibitive upon any representative of such company or corporation.
- M. If a wrecker company fails to answer a call, the call will be lost, and the wrecker company will be rotated to the bottom of the list.
- N. When the Sheriff's Office Communications Section 911 Public Safety Telecommunicator activates a request for wreckers, they will state the exact number of wreckers required. If the wrecker company does not have the sufficient number of requested wreckers, he will so inform the 911 Public Safety Telecommunicator who will activate the next wrecker on the call list for the additional wreckers needed. Both wrecker companies will then be rotated from the top positions of the call list to the bottom of the call list. The 911 Public Safety Telecommunicator will determine the type of wrecker needed, based on the officer's evaluation in the field.
- O. In situations involving the removal of vehicles from tow-away zones, the Sheriff's Office will activate wreckers from the top of the Rotation Wrecker Call List with a different wrecker for each separate vehicle to be picked up and stored at the designated wrecker company's storage yard.
- P. Requests received directly from the owner, or other source, for the removal of any disabled vehicle must be cleared through the Communications Section before proceeding to the scene to service the call.
- Q. Owner request calls will not be chargeable against a company listed on the Rotation Wrecker Call List.
- R. A response to a scene without any action being taken does not constitute a service for which charges are applicable. In the event of service, the company will not be rotated but will maintain their position on the list.
- S. Wrecker companies will call within thirty (30) minutes after towing a vehicle, other than disabled vehicles regardless whether the request originated from the Sheriff's Office or from a private property owner. The 911 Public Safety Telecommunicator will note this information in the wrecker log under Private Tow.
- T. The Traffic Section Lieutenant will direct any and all changes made to the Rotation Wrecker Call List. Class type additions or deletions will be added

or removed after proper inspection and a memo is sent to the Director of the Communications Section from the Traffic Section Lieutenant.

IX. TOWING

(CFA 23.01, 23.02M, b/g)

- A. When a motor vehicle must be transported to a public storage lot or to a location within the county, the standard charges for towing and storage or other services shall be charged by wrecker companies to owners of motor vehicles directed to be towed by the Sheriff's Office. These standard charges are listed as Appendix A and are subject to change by certified mail or hand delivered by a deputy sheriff with a signature receipt required by the company owner. No deviation from the listed charges will be tolerated and may constitute removal from the rotation list (see Section XII).
- B. Whenever a motor vehicle is directed to be towed by the Sheriff's Office, other than as the result of a traffic crash or because the vehicle is simply disabled, the Sheriff's Office shall notify the registered owner of the motor vehicle and any and all lien holders of records (as appears on the motor vehicle registration or as disclosed by the records in the Department of Highway Safety and Motor Vehicles) in writing within seven (7) days of the date of such direction.
- C. The notice shall contain the date and time of towing, the name of the registered owner of the motor vehicle, the name of the towing company and the address at which the towed motor vehicle is stored.
- D. In the event the towed motor vehicle has a temporary license tag affixed to it, the Sheriff's Office shall, if possible, provide the same notice required herein to the entity to which the temporary license tag was issued.
- E. At the request of an owner or driver for his vehicle to be towed to another location, charges shall be negotiated between the owner or driver and the towing company. Charges for towing and storage or other services and the classification of wrecker service shall be determined by the vehicle to be towed or service to be performed, in accordance with the following schedule:

8:00 AM – 5:00 PM	5:00 PM – 8:00 AM
Weekdays	Weekends and Legal Holidays
- F. A wrecker company shall itemize all bills listing all individual procedures and services and their respective charge, and attach thereto a copy of the rate schedule.
- G. Each wrecker company shall maintain in the tow trucks, a printed rate schedule listing charges for services as listed in Appendix A. A copy is to

be given to the vehicle owner or operator, if either of them is available at the scene.

H. Service Calls – Non-Towing:

1. When a wrecker has been attached to a vehicle and the owner or driver arrives to claim his vehicle before it can be removed, a fee of not more than one-half ($\frac{1}{2}$) of the posted rate for such towing is authorized. Such a service call will not be a top of the rotation list call, per F.S.S. 715.07 (3).
2. If the driver or owner of a vehicle about to be towed away arrives at the scene and claims his vehicle before the wrecker has been physically attached to the vehicle, it must be released to him and no charge will be made by the wrecker company. This type of service call will not be a top of the rotation list call.
3. A service call to start a stalled vehicle, to change a tire or carry gas to a vehicle will be kept to a minimum by the Sheriff's Office. However, when such a call is deemed necessary by the officer at the scene, the wrecker company called shall agree to service such calls and will charge prudent and reasonable amounts to the owner or operator. This type of service call will not be a top of the rotation list call.

I. Towing and storage charges to constitute lien

The towing and storage charges accrued by the impoundment of a motor vehicle shall be and constitute a lien upon the impounded motor vehicle, except as provided in this section.

J. Enforcement of Statutory liens

1. Any motor vehicle which is stored in a garage or storage space subject to instructions by any law enforcement agency that remains unclaimed or the charges for reasonable towing or storage remain unpaid may be sold by the owner or operator of the garage or storage space. This action can be taken after thirty-five (35) days from the time the vehicle is deposited in the garage or storage space.
2. The sale shall be at public auction for cash as per F.S.S. 713.78 (5).
3. Notice of the sale shall be given to the person in whose name the vehicle is registered and to all persons claiming a lien on the vehicle as shown on the records of the Department of Highway Safety and Motor Vehicles or the corresponding agency in any other state.

4. The notices of the sale shall be by registered or certified mail addressed to the owner of the vehicle and the person having a recorded lien on the vehicle. The address shown on the records of the registering agency shall be used for this correspondence and shall be mailed not less than fifteen (15) days before the date of the sale, per F.S.S. 713.78 (5) (b).
5. If the name and address of the registered owner or the owner of the recorded lien cannot be identified after a diligent search and inquiry has been completed, the requirements of notice by mail may be foregone.
6. In addition to the notice by mail, public notice of the time and place of sale shall be made by publishing a notice thereof, on time, at least ten (10) days prior to the date of the sale, in a newspaper of general circulation in the county in which the sale is to be held. Notices will be posted for ten (10) days in three (3) public places in the county, one of which shall be at the courthouse, and another in some conspicuous part of the garage or storehouse will suffice, per F.S.S.713.78 (5).
7. The proceeds of the sale, after payment of reasonable towing and storage charges, costs of the sale, and costs of repair, shall be deposited with the Clerk of the Circuit Court in the county, if the owner is absent, where they shall remain, subject to the order of the person legally entitled thereto for the notification requirements, per F.S.S. 713.78 (5).
8. The Clerk of the Circuit Court in the county shall be entitled to receive five (5) percent on such proceeds for the care and disbursement thereof of the public notices, per F.S.S. 713.78 (5).
9. The certificate of title issued under this law shall discharge all liens except those registered with the Department of Highway Safety and Motor Vehicles, per F.S.S.713.78 (5).
10. Any person claiming a lien under F.S.S. 713.58 of Part II of Chapter 713 may enforce it by sale without judicial proceedings in the manner set forth herein after thirty (30) days beyond the time the charges for which a lien is claimed to be due.

X. INSPECTIONS

- A. All tow trucks, wreckers, required mounted and/or carried equipment, and facilities shall be inspected by a representative of the Sheriff's Office for compliance before being placed on the Rotation Wrecker Call List. The

equipment will be inspected periodically thereafter for continuing compliance at the discretion of the Sheriff's Office.

- B. Each company or corporation shall establish and maintain at their business office, a current wrecker log/ledger reflecting the time, date, location from which the vehicle was towed, miles towed, date stored/released, the year, make, color and identification number of the vehicle and the license tag number, state and year, if any.
1. The log of all calls for service by the Sheriff's Office shall be kept and reported monthly to the Traffic Section Lieutenant by the fifth day of the subsequent month. The log can be submitted by fax (904-213-6424), email or mailed to the attention of the Traffic Section Lieutenant, 1836 Blanding Blvd., Middleburg, FL, 32068.
 2. A file shall be maintained on the premises for all stored or impounded and released vehicles.
 3. A log shall be maintained indicating the date, time, and method of notification to the registered owner or lien holder of an impounded or stored vehicle prior to its auction.
 4. An ongoing log by month of all vehicles which have remained unclaimed for thirty (30) days or more must be maintained. A copy of this log will be forwarded to the Traffic Section Lieutenant by the fifth day of each subsequent month. The log can be submitted by fax (904-213-6424), email or mailed to the attention of the Traffic Section Lieutenant, 1836 Blanding Blvd., Middleburg, FL, 32068.
 5. All files, receipts and logs will be available for inspection and checking during normal working hours by Sheriff's Office personnel.

XI. ADMINISTRATIVE RESPONSIBILITIES OF WRECKER OPERATIONS

Wrecker companies must comply with the following:

- A. Will ensure that all of their employees are of satisfactory moral character entitled to public confidence.
- B. Before employing a new driver or any employee of the company, the applicant must be approved by the Traffic Section Lieutenant or Chief of Special Operations. The applicant will appear in person at the Middleburg Operations Center, Monday through Friday between the hours of 8 AM and 5 PM and speak to the Front Lobby Receptionist, or in their absence, the Traffic Section Lieutenant. The applicant must produce government photo identification and submit to a background check. The background check

fees are the responsibility of the applicant driver. Once the applicant's background has been checked, the wrecker company will be contacted with the status of meets or does not meet the reputability of wrecker operator or employee other than driver within twenty-four (24) hours. The reason for not meeting the reputability standards will only be discussed with the applicant.

- C. Will maintain aforementioned wrecker log/ledgers and receipts.
- D. Will be responsible for cleaning up the street and highway right-of-way of any debris such as glass, metal, etc., at the scene of an accident where they are called to remove a wrecked or damaged vehicle.
- E. When specific instructions are given for inside storage by the impounding officer for future investigative purposes, the wrecker operator shall move the vehicle to a designated area for processing prior to storage at no additional charge.
- F. Hold orders placed by the Sheriff's Office on vehicles stored for any reason shall be honored by the wrecker establishment. No storage charges shall begin accumulating until ten (10) days after the vehicle was towed, excluding weekends and holidays. Storage charges are applicable if the vehicle is not seized by the Sheriff's Office or other governmental agency.
- G. Concerning vehicles on hold order, no property of any kind shall be released to anyone except an authorized member of the Sheriff's Office.
- H. When a vehicle is not on a hold order, the wrecker company/operator shall permit the removal of personal property by the vehicle owner or his agent from a stored vehicle during normal business hours, upon submitting a signed receipt for each article removed by the owner or his agent at no charge. Personal property is defined as any item not attached to the vehicle.
- I. When a hold order has been given, the wrecker company/operator will not release any vehicle until a copy of the Release of Towed/Impounded Vehicle form (CCSO/P-033) is submitted either by fax or presented in person by the deputy who placed the hold. The vehicle may be released with proper proof of ownership.
- J. Each wrecker company/operator shall maintain in the tow truck, a printed rate schedule listing charges for services. A copy is to be given to the vehicle owner or operator, if possible.
- K. All existing Florida State Statutes regulating wrecker companies and disposition of property under lien

XII. GROUNDS FOR DENIAL, PENALTIES, REMOVAL, OR SUSPENSION FROM THE ROTATION WRECKER CALL LIST

- A. Failure to comply with the requirements listed in these rules and regulations shall be cause for denial of being placed on the Rotation Wrecker Call List. Wrecker companies currently on the Rotation Wrecker Call List are subject to suspension or removal.
- B. Complaints initiated by an owner, driver of a vehicle being serviced, or by any deputy sheriff, shall be cause for investigation by the Sheriff's Office to confirm or refute such complaint.
- C. Repeated violations and/or any gross and flagrant violation shall be cause for the immediate permanent removal from the Sheriff's Office Rotation Wrecker Call List.
- D. If any wrecker company is removed for just cause from the Florida Highway Patrol's Rotation Wrecker Call List, this will be cause for immediate removal from the Sheriff's Office Rotation Wrecker Call List for the same suspension period or permanent removal as the case may be.
- E. Other grounds for suspension or removal include but will not be limited to the following:
 - 1. Chasing or running accidents without proper call from the Sheriff's Office
 - 2. Soliciting at the scene of an accident by the wrecker operator, his driver or agent
 - 3. Failure to answer a call four (4) times within a three (3) month period
 - 4. Refusal to answer a call without a valid reason
 - 5. Inability by operator or his driver to properly operate the tow truck in the removal of disabled vehicles or to remove a vehicle without causing additional damage
 - 6. Towing a wrecked or damaged vehicle without it having been investigated or cleared by a proper law enforcement agency
 - 7. Conviction of any felony or misdemeanor involving moral turpitude
 - 8. Lack of reputability of a wrecker company/operator shall result in removal from the Rotation Wrecker Call List. For the purpose of this rule, lack of reputability will mean that the Sheriff's Office cannot trust the wrecker operator to safeguard the welfare and property of the public. Lack of reputability will include, but not be limited to, the following:

- a. Conviction of any felony without restoration of the person's civil rights.
 - b. Conviction of any felony or first-degree misdemeanor directly related to the business of operating a wrecker, regardless of whether civil rights have been restored. For the purpose of this rule, any offense involving perjury or false statement shall be considered to be directly related to the business operating a wrecker.
 - c. Responding to a call while under the influence of alcohol or any controlled substance or chemical substance.
 - d. Employing an applicant as a driver, laborer or office staff without obtaining a background check.
9. Deviation from the approved list of wrecker fees

XIII. PROCEDURE FOR REMOVAL OR SUSPENSION FROM THE ROTATION WRECKER CALL LIST

- A. When grounds for removal or suspension of a wrecker operator from the Rotation Wrecker Call List exists, the Sheriff's Office will notify the wrecker service by certified mail or actual service at their business address prior to the effective date of the suspension or removal, advising the operator of the grounds for such action and the opportunity to request a hearing before the Traffic Section Lieutenant for the purpose of resolving the problems giving cause to the action.
- B. If a hearing is requested prior to the effective date of suspension or removal, a time and place for the hearing will be arranged as soon as practicable.
- C. After the hearing, the report of the Traffic Section Lieutenant will be forwarded to the Sheriff for a final determination of the wrecker operator's status.
- D. The Chief of Special Operations and Traffic Section Lieutenant will initiate removal or suspension with recommendations submitted by the Traffic Section Lieutenant.
- E. Should any of the wrecker companies request a leave of absence, the Traffic Section Lieutenant may grant such a leave of absence for a period of one (1) to thirty (30) days without the necessity of a hearing.

- F. The Traffic Section Sergeant or higher authority may emergency suspend a wrecker company pending the outcome of a formal investigation for the following:
1. The wrecker driver appears to be impaired or unfit to continue the call.
 2. The wrecker driver has no valid license.
 3. The wrecker does not comply with regulations.
 4. Any pending criminal investigation of the owner(s) or agent(s)
- G. The following steps will be taken when an emergency suspension is required:
1. Contact a Communications Section supervisor and have them remove the wrecker company from the Rotation Wrecker Call List.
 2. The company will be notified as soon as possible of the suspension by phone, in person, or certified mail by the Traffic Section Lieutenant or higher authority.

Sheriff D. R. Daniels

Attachment: Appendix A Fees

Appendix A Fees

Towing and Storage Charges (All classes applicable twenty-four (24) hours a day) Maximum fees adopted from the City of Jacksonville Rotation Towing Rate Schedule

- A. Class A Wrecker:
 - 1. Motorcycles, cars, pickups (through light duty – one-ton with single rear axles), small camper trailers, trailers with single axles, includes sling, rollback or dollies – Up to \$108.36, plus \$3.11 per mile loaded.
 - 2. Extra charges – \$38.70 extra charge for rollover
 - 3. Extra time at scene – After the first thirty (30) minutes at the scene, extra time at the scene may be charged at the rate of \$92.87 per hour, in one-quarter (1/4) hour increments, for such services as additional winching, recover, cleanup, waiting for inventory or other similar services.

- B. Class A Storage (after the first six (6) hours): Then in twenty-four (24) hour increments:
 - 1. Motorcycles – \$15.50 per twenty-four (24) hour day or fraction thereof inside or out
 - 2. All others:
 - a. Outside – \$23.22 per twenty-four (24) hour day or fraction thereof
 - b. Inside – \$27.96 per twenty-four (24) hour day or fraction thereof, only when customer or deputy specifies or when necessary for protection from weather
 - c. Crash wrap fee – A towing firm may charge \$26.90, a crash wrap fee in the amount of the rate for vehicles, which without a wrap cannot be sealed from water

- C. Class B Wrecker:
 - 1. One-ton through two-ton trucks, motor homes, with dual rear wheels, tandem axels and camper trailers – Up to \$123.83, plus \$3.87 per mile loaded.

2. Extra charges – \$54.15 extra for rollover when necessary for protection of vehicle when requested or specified by customer or deputy
 3. Extra time at scene – After the first thirty (30) minutes at the scene, extra time at the scene may be charged at the rate of \$123.83 per hour, in one-quarter (1/4) hour increments, for such services as recover, cleanup, waiting for inventory, or other similar services.
- D. Class B Storage (after the first six (6) hours): then in twenty-four (24) increments:
1. Outside – \$30.96 per twenty-four (24) hour day or fraction thereof
 2. Inside – \$37.19 per twenty-four (24) hour day or fraction thereof, only when customer or deputy specifies or when necessary for protection from weather
 3. Crash wrap fee – A towing firm may charge \$26.90, a crash wrap fee in the amount of the rate for vehicles, which without a wrap cannot be sealed from water
- E. Class C Wrecker:
1. Two and one-half ton trucks and up, semis, buses, mobile homes, and similar vehicle types – Up to \$403.44 per hour (no mileage charge). Time starts when wrecker leaves the shop; time ends when tow recovery is finished and wrecker returns to shop and is parked.
 2. Extra cleanup and recovery, \$54.15 per on site cleanup recovery worker per hour and all lobby trailers. Class B or Class C recovery \$116.09, plus appropriate class wrecker charge
 3. Class B or Class C rollover, special nylon recovery straps - \$61.89 extra
 4. Air cushion recover, rollover loaded semis - \$2,785.87 plus wrecker and equipment, if needed, to clean the highway (includes four hours at the scene), if over four (4) hours at the scene, \$619.08 per extra hour in one quarter (1/4) hour increments. Unloaded semis, buses, or similar vehicles – one-half (1/2) of rates specified
- F. Class C Storage (after the first six (6) hours):
1. Semi-Tractor – \$38.70 per day or fraction thereof
 2. Semi-Trailer – \$54.15 per day or fraction thereof

G. Administrative Fees:

1. Towing company may, after the first ninety-six (96) hours, charge an administrative fee not to exceed \$64.55 for actual documented costs associated with notice advertising and with research for and mailing of certified notices to registered owners and lien holders of record as required by F.S.S. 713.78 (3).
2. Towing company may charge a fee for auction expenses as permitted by state law.
3. Non-business hours are defined as (8:00 PM through 7:00 AM seven (7) days per week) access fee of \$58.51 per visit may be charged for vehicle access during non-business hours. An access for recovery of prescription medication or prescription glasse