


REQUEST FOR PROPOSAL

 <p>PASCO SHERIFF'S OFFICE PURCHASING DEPARTMENT 19415 CENTRAL BLVD LAND O'LAKES, FLORIDA 34637</p>	<p>RFP NO: 3FY25</p> <p>DATE: WEDNESDAY, MAY 7, 2025</p> <p>AGENCY SERVICES:</p> <p>PHONE NO: (813) 235-6011</p>
<p>RETURN RFP NO LATER THAN: MONDAY, JUNE 9, 2025 BY 3:00 PM LOCAL TIME ON A CLOCK DESIGNATED BY PASCO SHERIFF'S OFFICE</p> <p>OPENING DATE: TUESDAY, JUNE 10, 2025</p> <p>OPENING TIME: 11:00 AM LOCAL TIME ON A CLOCK DESIGNATED BY PASCO SHERIFF'S OFFICE</p>	<p>RETURN RFP TO: PASCO SHERIFF'S OFFICE PURCHASING DEPARTMENT 19415 CENTRAL BLVD LAND O'LAKES, FLORIDA 34637</p>
<p style="text-align: center;">TOWING SERVICES DESCRIPTION</p> <p>It is the goal and purpose of the Pasco Sheriff's Office (PSO) to select a Contractor that provides towing, recovery, removal and storage services for the PSO in accordance with the special conditions and specifications contained in this RFP.</p> <p>Contractor must currently be in full compliance with and shall maintain compliance with all federal, state and local laws, regulations, and Pasco County ordinances relating to towing and the operation of Contractor's business and have obtained and shall maintain at no cost to the PSO, all licenses and permits which are required for the provision of services to the PSO. Contractor must verify that all Permits are in full force and effect and that the Contractors facility is in full compliance with the terms and conditions of that permit. Contractor/staff will adhere to all PSO General Orders and Bureau Directives which apply.</p>	

- **All Contractors responding to this Request for Proposal (RFP) must complete and submit all requested information to the Purchasing Manager at the address listed above or electronically via the Demandstar website.**

For mailed or delivered responses: One (1) fully completed and executed original Proposal and four (4) copies must be submitted in a sealed envelope to the Pasco Sheriff's Office's Purchasing Department, along with any other documentation required by this Request for Proposal Package, at the time and place herein specified. Contractor shall also supply two (2) electronic copies of the entire Proposal, one complete copy clearly marked COMPLETE COPY and one redacted copy (with proprietary and confidential information removed) clearly marked REDACTED COPY. Electronic copies are preferred on a flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copies, reflecting the same pagination as the original and showing the space from which information was redacted. Contractor shall be responsible for clearly identifying all proprietary/confidential information and for ensuring the electronic copy is protected against restoration of redacted data.

For electronic responses: Electronic responses may only be submitted via the Demandstar website. One (1) fully completed and executed original Proposal, along with any other documentation required by this Request for Proposal Package, by the time herein specified via Demandstar. Contractor shall also supply one redacted copy (with proprietary and confidential information removed) clearly marked REDACTED COPY. Except for the redacted information, the redacted copy must be identical to the original hard copies, reflecting the same pagination as the original and showing the space from which information was redacted. Contractor shall be responsible for clearly identifying all proprietary/confidential information and for ensuring the electronic copy is protected against restoration of redacted data.

The failure of a Contractor to provide a proposal in either format as outlined above may result in disqualification of the Proposal as non-responsive. Errors or omissions in any Proposal submitted may result in the rejection or disqualification of the Proposal. PSO also reserves the right to waive minor irregularities in the RFP or the submitted responses and may cancel, re-advertise, postpone, or modify the RFP schedule at any time.

- **The companies responding hereby agree to furnish items and/or services, pursuant to all requirements and specifications contained in this solicitation document, and further agree that the language of this document shall govern in the event of a conflict with his or her response.**

SECTION A

DEFINITIONS

TOW TRUCK, WRECKER, OR RECOVERY VEHICLE means any motor vehicle with a boom, winch, wheel-lift apparatus, hydraulically operated bed which slides to accommodate loading, or similar equipment designed for towing, recovery, or removal of vehicles, trailers, motor homes, vessels, and other objects which cannot operate under their own power or for some other reason must be transported in the tow or control of another vehicle or vessel.

IMPOUND VEHICLE/VESSEL means any vehicle, vessel or other object towed at the direction of a PSO deputy sheriff and for which a vehicle or vessel impound record is completed.

IMPOUND LOT means any real property owned or leased by the Contractor which has the following specifications:

- A. Adequate space to store seventy-five (75) or more vehicles or vessels;
- B. Completely encircled by a secure fence, not less than six (6) feet high, with the Contractor liable for security;
- C. At least one gate for ingress and egress which shall be secured at all times except when in use, and;
- D. Five (5) secured spaces of inside storage, for the exclusive use of the Sheriff, in a completely enclosed structure, easily accessible, including outlets, lighting, and protected from the elements and vermin. Area is preferred to be monitored by security camera(s), which is easily accessible by the Pasco Sheriff's Office.

CONTRACTOR means the offeror and its authorized representatives who is the successful offeror pursuant to this RFP to provide towing services to the PSO.

OFFEROR means one who submits a proposal in response to this Request for Proposal (RFP).

CONTRACT MANAGER means a person or persons designated by the Sheriff to work with the Contractor and third parties to facilitate the terms, conditions, and intent of the Contract, to investigate and attempt to resolve complaints related to the Contract and to do all such other things as the Sheriff deems necessary and proper to facilitate the effective and efficient operation of the Contract for towing and storage services.

CASE AGENT means a deputy directly responsible for the investigation and coordination of all aspects of the case to which he or she is assigned.

TOWING EVALUATION COMMITTEE means such persons as the Sheriff may designate to review the proposals received from offerors, conduct on-site inspections, review terms and conditions of the Contract to resolve disputes in relation thereto and to do such other things as may be specified in the Contract.

MINIMUM MAINTENANCE refers to the Contractor's responsibility to maintain seized vehicles or vessels held in long term storage. Any electronics or navigational aids on vessels that will be exposed to climatic conditions for a protracted period of time; any vehicles due to broken window shall be covered with a tarp or similar waterproof cover.

NON-IMPOUND VEHICLE/VESSEL means any vehicle or vessel towed when impound is not necessary. Examples include, but are not limited to, citizen requests, crash removal when impounding is not necessary and when a vehicle or vessel is towed as evidence for processing.

VEHICLES/VESSELS shall include, but is not limited to, automobiles, trucks, trailers, trailer combinations, watercraft, vessels, mopeds, motorcycles, motor homes, golf carts, large lawn equipment, or other objects and any part or piece of any of the above.

RECOVERY WORK means inordinate or excessive winching, labor, additional use of trucks, trailers, vessels, equipment or personnel for the purpose of extrication of a vehicle or vessel from a ditch or canal, inaccessible wooded or heavily vegetated areas, partial or fully submerged vehicles or vessels, or vehicle or vessel rollovers, whether on or off the road.

TOW means to haul, carry, pull along, or otherwise transport, or remove vehicles, trailers, motor homes, vessels, or other objects that cannot operate under their own power or for some other reason must be transported in the tow, carriage and control of another vehicle.

VESSEL means any boat and includes every description of watercraft, barge, airboat, and seaplane, used or capable of being used as a means of transportation on water, not to exceed 24' in length which can be safely transported without damage to the vessel.

LARGE OR DEEP DRAFT VESSEL includes every description of watercraft, barge, airboat and seaplane, used or capable of being used as a means of transportation on water, exceeding 24' in length or having a draft which requires special equipment to transport the vessel and which vessel cannot be safely transported by the Contractor without the use of special trailers, cradles or other equipment.

SECTION B

SPECIAL CONDITIONS

NOTICE TO PROSPECTIVE CONTRACTORS

Any proposal submitted as a result of this RFP shall advise, in writing, of any agreement or understanding currently in effect, or intended to compensate a third party for their efforts in securing the award of any contract resulting from this solicitation; i.e., consultants, lobbyists or other individuals not normally employed by the company submitting the proposal, in a sales capacity. Failure to reveal any such arrangement, irrespective if the compensation is monetary or otherwise, shall be grounds to reject your proposal as irreparably defective and shall eliminate you as a prospective Contractor. This RFP and any resulting contract, except as otherwise outlined, shall be governed by and interpreted in accordance with the laws of the State of Florida, Pasco County Ordinances as well as applicable federal standards for equipment and drivers. Any contract awarded as a result of this RFP where it is subsequently revealed the Contractor did not provide notice of an agreement to compensate a third party for their assistance in securing the contract, shall be grounds to terminate the contract.

1. INTENT

It is the intent of this solicitation to invite proposals for the furnishing of towing, recovery, removal, and storage services for the PSO in accordance with the special conditions and specifications contained in this RFP. PSO has the discretion to award one or more contracts for these services.

2. SCOPE OF WORK

The Scope of Work as contemplated by this RFP and any resulting contract shall include, but not be limited to, all the requirements of this RFP, including furnishing all labor, materials, equipment and other supplies to perform all the work for removal and storage of vehicles or vessels damaged by an accident, stolen, impounded as illegal street storage or for any other reason requiring towing. The Contractor shall also perform work required by the Contract for the removal and storage of traffic crash related debris from public or private property. The Sheriff shall be guaranteed the use of the Contractor's towing equipment on a priority basis at all times to include, but not be limited to, natural or man-made disasters.

3. LAW ENFORCEMENT SERVICES

The PSO has law enforcement jurisdiction countywide to conduct investigations, make arrests, and seize evidence. Accordingly, the Contractor should be prepared to tow and remove vehicles or vessels impounded as evidence, recovered stolen vehicles or vessels, and seizures on a countywide or half county (from the Pasco County line to east of US 41 or west of US 41) basis regardless of municipal jurisdiction when requested by a PSO representative acting in their official capacity. Additionally, Contractor will be required to respond within and out of county for towing and other services (e.g. flat tire, battery jumps) for Pasco Sheriffs' Office employees.

4. **AWARD**

Award shall be made to the most responsive proposal, based on evaluation by a committee of qualified PSO personnel, using the evaluation criteria detailed in paragraph 6 of this section. Preference will be given to the company or companies who are able to provide services countywide in Pasco County. It will be within discretion of the PSO to award one or more contracts for these services. The Towing Evaluation Committee reserves the right to ask offerors to clarify proposals and contact others with regard to qualifications, capabilities and past/current performance.

5. **EVALUATION CRITERIA FOR AWARD**

The criteria listed below shall be rated by the Towing Evaluation Committee during an on-site inspection of the premises. Partial points or fractions are not permitted.

1. Technical Merit (80%) – 100 total possible points

A. <u>Impound Yard – General</u>	15 Points maximum	
(1) Service Area (pick one)		
(a) Countywide	(10)	_____
(b) Only one side of county	(3)	_____
(2) Outside storage for minimum	(3)	_____
Seventy-five (75) vehicles or vessels		
(3) Available supplemental lot	(2)	_____
	TOTAL	_____
B. <u>Impound Yard Security and Condition</u>	12 Points maximum	
(1) Suitable six (6) foot fence / full enclosure	(3)	_____
(2) Well lit	(2)	_____
(3) Staffed on site 24/7	(2)	_____
(4) Video surveillance	(2)	_____
(5) Clean, organized, free of excessive	(1)	_____
vegetation and potholes		
(6) Paved yard	(1)	_____
(7) Adequate parking for customers	(1)	_____
	TOTAL	_____
C. <u>Inside Storage</u>	11 Points maximum	
(1) Five Spaces	(3)	_____
(2) Easily accessed	(3)	_____
(3) Protected from elements/vermin,	(3)	_____

Outlets, lighting		
(4) Exclusive PSO use	(1)	_____
(5) Security Camera	(1)	_____

TOTAL _____

D. Business Office 10 Points maximum

(1) Clean and well kept	(2)	_____
(2) Posted hours of operation and rates	(1)	_____
(3) Available database for title, registration, lienholder and insurer information	(1)	_____
(4) Accepted forms of payment for PSO tows (mark only one):		
Cash only	(1)	_____
Cash, Debit Card or Credit Card	(3)	_____
Cash, Debit Card, Credit Card or or Personal check	(4)	_____
Cash, Debit Card, Credit Card, Personal Check, or EFT	(6)	_____

TOTAL _____

E. Processing Area 5 Points maximum

(1) Enclosed, clean, well lit	(5)	_____
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TOTAL _____

F. Equipment Availability and Condition 10 Points maximum

(1) Two flatbed / rollback wreckers	(5)	_____
(2) One 4x4 utility vehicle	(5)	_____

TOTAL _____

G. Special Equipment and Condition 16 Points maximum

(1) Auto lift rack	(4)	_____
(2) Class C/D towing	(4)	_____
(3) Flood lights, Generators, Portable Saws, Recovery Chains	(4)	_____
(4) Heavy equipment available within 2 hours (e.g. skid steer, forklift)	(4)	_____

TOTAL _____

H. Experience and Personnel* 9 Points maximum

***COPIES OF THE ITEMS LISTED BELOW ARE TO BE PROVIDED AT TIME OF INSPECTION**

- (1) Company references (4) _____
- (2) Company financial statements (3) _____
- (3) Proof of ownership of facilities or current lease (1) _____
- (4) Current employee list with names, date of birth, (1) _____
 drivers license number, social security number
 and position within the company.

TOTAL _____

I. Performance 12 Points maximum

- (1) Background investigation of all employees (3) _____
 to include driving records.
- (2) Sufficient drivers to operate all equipment at the (4) _____
 time should the need arise.
- (3) Ability to: (pick one)
 - (a) Consistently respond within 45 minutes (3) _____
 - (b) Consistently respond within 30 minutes (5) _____

TOTAL _____

Evaluation Criteria Award Sheet is attached as Appendix A & B to this RFP

6. EQUIPMENT

A. The Contractor shall maintain and have available to provide the services contemplated by this Contract the following items of equipment which shall be physically located at the Contractor's business address:

- 1. Two (2) flatbed/rollback wreckers.
- 2. One (1) all purpose recovery and emergency vehicle with four (4) wheel drive. This requirement may be satisfied by a three-quarter (¾) ton truck with four (4) wheel drive.
- 3. One (1) auto lift rack.

B. The equipment described above may be used for towing and recovery operations in the Contractor's private course of business.

C. The Contractor shall have available the following items of equipment which may be rented by the Contractor on an as-needed basis:

1. Special equipment such as floodlights, generators, portable saws, chains, vehicle extraction tools with which the Contractor must be able to respond to a call within a reasonable amount of time after a call for such equipment is made. **The Contractor shall include their timeframe in the proposal.**

D. All agreements for the rental of equipment required by this Contract shall be in writing and shall specify that the Contractor will be given priority access to such equipment to fulfill the terms of this Contract and that such equipment will be made available to the Contractor within a reasonable amount of time of the Contractor's request for same. **The Contractor shall include their timeframe in the proposal.**

E. The Contractor agrees all equipment required by this Contract and all available operators will be made available to the Sheriff on a priority basis in the event a state of emergency is declared by any entity with legal authority to do so.

7. DOCUMENTATION

Elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal are not desired or necessary. However, offerors are cautioned to submit sufficient detail to allow evaluation of their offer.

RFP SCHEDULE

Distribution of Request for Proposals	Date: Wednesday, May 7, 2025
Written Questions Due	Date: Thursday, May 29, 2025 by 5PM local time on a clock designated by PSO
Proposal Due	Date: Monday, June 9, 2025 by 3PM local time on a clock designated by PSO
Proposal Opening	Date: Tuesday, June 10, 2025 at 11AM local time
Place of Proposal Opening	Pasco Sheriff's Office Purchasing Department 19415 Central Boulevard, Land O' Lakes, Florida, 34637
Contract Commencement	Date: Wednesday, October 1, 2025

8. SUBMISSION OF PROPOSAL

If providing a mailed/delivered proposal: the Proposer is hereby directed to cause delivery of its

Proposal for this Project to the Pasco Sheriff's Office Purchasing Department, 19415 Central Boulevard, Land O' Lakes, FL 34637, at any time prior to the deadline for submissions, which is specified above. The delivery of said Proposal to the PSO Purchasing Department, prior to the time and date stated in the preceding sentence, is solely and strictly the responsibility of the Proposer. The PSO will in no way be responsible for delays caused by the United States Postal Service, other carriers, or for delays caused by any other occurrence. The decision to refuse to consider a Proposal that was received beyond the date/time established above shall not be a basis for a protest.

Note: Proposals will not be accepted via fax or email.

Proposals must be signed by an authorized officer and employee of the offeror. Once received, proposals may not be withdrawn, changed or modified. The individual signing the proposal shall have legal authority to bind the offeror to a contract.

The standardized "Towing, Recovery, Removal and Storage Services RFP Response Form" provided herein shall be properly signed and included with your proposal response. All Proposals must be marked, on the outside sealed envelope, with the PROJECT NAME SPECIFIED ABOVE. Failure to comply may disqualify your proposal.

All documents, reports, proposals, submittals, working papers, or other materials prepared by the offeror pursuant to this proposal shall become the sole and exclusive property of the PSO, and the public domain, and shall not be the property of the offeror. Offerors are advised that all information disclosed as part of the RFP process is considered part of the public domain by the laws of the State of Florida. Offerors may submit a redacted version with applicable statutory exemptions. Offeror, in submitting a redacted version, shall defend, indemnify, and hold harmless the Pasco Sheriff's Office for any and all public records lawsuit, claim, or litigation regarding the Offeror's redacted version. The PSO reserves the right to reproduce the submitted proposals for the purpose of evaluation. The offeror shall not copyright, or cause to be copyrighted, any portion of said items submitted to the Sheriff because of this solicitation.

The Offeror SHALL SUBMIT WITH ITS PROPOSAL, PROOF OF OWNERSHIP OF ITS BUSINESS PREMISES AND/OR STORAGE FACILITIES OR VALID LEASE AGREEMENTS THEREFOR, which lease agreement(s) shall be effective for the term of the contract period. The lease agreement(s) may be contingent upon the award of the contract.

9. EXCEPTIONS TO SPECIFICATIONS

Offerors who take exception to any part or section of the RFP should clearly identify how their proposal differs. Offerors taking exceptions must so indicate as appropriate in Section F, Remarks & Exceptions, if the proposal is to be considered as qualified. The Sheriff may accept alternative offers if it is determined to be in the best interest of the Sheriff's Office.

10. OPENING OF PROPOSALS

At the time and place fixed for the opening of Proposals (see above), every Proposal properly delivered within the time fixed for receiving Proposals will be opened and publicly read

aloud, irrespective of any irregularities found therein. Any Proposer and other persons interested may be present or represented

11. **INTERPRETATIONS/CLARIFICATIONS**

No oral interpretations will be made to any firm as to the meaning of any item(s) contained in this document. Every request for such an interpretation must be in writing **via email only**, addressed to Jasmin Ortiz-Olson, Purchasing Manager at purchasing@pascosheriff.org. All inquiries must be received no later than **5PM on Thursday, May 29, 2025**. Questions received after the specified time frame **will not** be answered.

It shall be incumbent upon the offeror to detail any/all deficiencies or oversights in the content of this RFP, and to incorporate them into their proposal. The PSO will not be financially responsible for items not specifically detailed in any proposal submitted.

Information and data provided throughout this RFP are believed to be reasonably accurate. The offeror shall thoroughly acquaint themselves with the sites for the proposed project and all State statutes and regulations relating to the execution of the Proposal. The offeror will not be allowed additional compensation for their failure to be informed.

12. **CERTIFICATION OF INSURANCE**

The successful offeror must provide a Certificate of Insurance as specified in Section E, Insurance and Indemnification Requirements, prior to execution of a contract or commencement of any work hereunder.

13. **RIGHTS OF PSO IN REQUEST FOR PROPOSAL PROCESS**

In addition to all other rights of the Sheriff's Office under Florida law, the Sheriff's Office specifically reserves the following:

- A. The PSO reserves the right to rank and negotiate with firms. Negotiation with an individual offeror does not require negotiation with others.
- B. The PSO reserves the right to select the proposal that it believes will serve the best interest of the Sheriff's Office.
- C. The PSO reserves the right to reject any or all proposals received.
- D. The PSO reserves the right to cancel the entire Request for Proposal.
- E. The PSO reserves the right to remedy or waive insignificant technical or immaterial errors in the Request for Proposal or in proposals submitted.
- F. The PSO reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

G. The PSO reserves the right to delay the scheduled due dates and start dates if necessary. There shall be no additional costs assessed by offerors due to these delays, should any occur.

14. DISQUALIFICATION/REJECTION OF PROPOSALS

A. The PSO reserves the right to disqualify proposals before or after opening with evidence of collusion, intent to defraud, or other illegal practices on the part of the offeror.

B. The Sheriff may reject a proposal if:

1. The offeror misstates or conceals any material fact in the proposal.
2. The proposal does not strictly conform to the law or requirements of the proposal.

15. ADDENDA

All offerors shall acknowledge receipt of any addenda to this Request for Proposal. Addenda shall be signed by the vendor and included with the proposal response. Failure to acknowledge receipt of any addenda may render the Proposal to be non-responsive.

16. CONSIDERATION OF PROPOSALS

It is the Sheriff's intent to conduct a thorough evaluation of all proposals. Every effort shall be made to conduct this evaluation on an expedited basis; however, in the interest of fairness, this review may require substantial time. Accordingly, proposals must be valid for a period of ninety (90) days from date of proposal closing.

17. AWARD WITHOUT DISCUSSION

Offerors are hereby advised, although this solicitation permits discussions/negotiations, the Sheriff reserves the right to make an award without holding discussions. Therefore, offerors are cautioned to make their initial proposal a complete and thoughtfully prepared offer.

18. BEST AND FINAL OFFER

The PSO reserves the right to request best and final offers and to enter into competitive negotiations with selected offerors.

19. CREDENTIALS

Offerors will be required to show they have the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified and have references which will satisfy the Towing Evaluation Committee.

20. COMPLIANCE WITH LAWS, ORDINANCES, PERMITS

The Contractor shall comply with all Pasco County Ordinances and all local, state and federal directives, orders and laws as applicable to this Contract, including but not limited to, Occupational Safety and Health Administration (OSHA).

21. ASSIGNMENT

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

22. SUBCONTRACTS

The PSO must approve, in advance, all subcontracts entered into by the Contractor for the purpose of completing the provisions of this contract. The Contractor will not sell, assign, transfer, nor convey any of its rights except with the written consent of the Sheriff or his designee. Copies of all contracts secured by the Contractor to fulfill the obligations of the services contemplated under the contract with the PSO will be provided to the PSO upon request.

23. CONTRACT PERIOD

Any contract awarded as a result of this RFP shall be a firm, fixed price contract. The term of the Contract shall be three (3) years from the effective date. The effective date is the date upon which both parties have executed the Contract. However, the Sheriff reserves the right to extend the Contract for a period of up to three (3) years at a time, under the terms and conditions described herein at the expiration of the original term without exercising the "Option to Renew" as further set forth herein below.

24. FIRM FIXED PRICE

Charges and fees applicable to services provided under the terms of this Contract shall remain firm and fixed for the initial contract period.

25. CONTRACT RATES

A. The fees and rates to be charged members of the public pursuant to this Contract are to be reflected in the fee schedule included herein as Appendix "A". In addition to the storage fee reflected in Appendix "A", the Contractor may charge the actual out of pocket costs incurred by the Contractor in renting or leasing cradles, trailers, or other specialized equipment necessary to store large or deep draft vessels. **All proposed contract rates shall be in compliance with Pasco County Ordinances 106-31.5 as currently written or as hereafter amended.**

B. All towing and storage rates must be prominently posted in the Contractor's place(s) of business.

C. Except as provided below, vehicles or vessels which have been impounded with a hold may commence to accrue storage charges six (6) hours after the hold is released and for each twenty-four (24) hours thereafter.

D. The Contractor shall provide a flat rate for towing and services to all vehicles or vessels owned or leased by the Sheriff. Such service shall be provided on a twenty-four (24) hour basis anywhere within Pasco County. The services to be provided to Sheriff's vehicles or vessels include, but is not limited to, battery jumps, tire changes, and similar services.

E. All Sheriff's vehicles or vessels with body damage or mechanical failure shall be towed to a facility designated by Sheriff's personnel.

F. The Contractor shall provide towing and storage for vehicles or vessels designated by Sheriff's personnel as evidentiary vehicles or vessels.

- (1) Evidentiary vehicles or vessels include, but are not limited to, recovered stolen vehicles or vessels, vehicles or vessels in which a crime has taken place, and vehicles or vessels associated with a crime.
- (2) The storage area provided by the Contractor for evidentiary vehicles or vessels shall include a processing area which is enclosed, weatherproof, well lighted and of sufficient size to allow inspection and processing of the vehicles or vessels at the storage site.
- (3) The Contractor shall provide inside storage of all evidentiary vehicles or vessels upon the request of Sheriff's personnel until the processing of the vehicles or vessels is complete.

G. In consideration of being awarded an agreement as a result of this RFP, Contractor waives all provisions of Florida Statute 323.001(1), (2), and (8).

I. The Contractor will charge the PSO a flat rate plus mileage for towing Sheriff's vehicles or vessels located outside of Pasco County. **The Contractor shall provide the mileage rate in the proposal.**

26. **CONTRACT TYPE**

This is an indefinite quantity Contract requiring the Contractor to provide all towing and storage services outlined in this RFP. The Sheriff makes no guarantees as to actual quantities, however, agrees to use the Contractor when towing and storage services outlined in this RFP are needed.

27. **DEFAULT**

As further outlined, the Sheriff may, by written notice of default to the Contractor,

suspend a contract or terminate the whole or any part of the contract if any one of the following circumstances shall occur:

A. If the Contractor fails to perform the services as requested, fails to promptly bill for services, or fails to comply with the time requirement stated herein, or refuses to take a tow; or

B. If the Contractor fails to perform any of the other provisions of the Contract and fails to commence, and diligently and continuously pursue a cure within a period of five (5) days after receipt of notice from the Contract Manager providing notice of such defect or deficiency; or

C. If the Contractor, or any of its principal(s), officer(s), owner(s), director(s) or manager(s) be charged with a criminal offense under state, federal or local law relating to the corporation, its towing business, the towing of vehicles, vessels or other objects, theft, cheating or fraud as the same may relate to the corporation, its principal(s), officer(s), owner(s), director(s) or manager(s), the Contractor shall immediately be suspended. Such suspension shall remain in full force and effect until such time as a no information or nolle prosequi is filed by the prosecutor or the appropriate corporation, its principal(s), officer(s), owner(s), director(s) or manager(s) is found not guilty by a judge of competent jurisdiction or a jury; or

D. If the Contractor, or any of its principal(s), officer(s), owner(s), director(s) or manager(s) be convicted of a criminal offense under state, federal or local law, relating to the corporation, its towing business, the towing of vehicles, vessels or other objects, theft, cheating or fraud as the same may relate to the corporation, its principal(s), officer(s), owner(s), director(s) or manager(s), this Contract will immediately terminate upon such conviction without further liability or obligation of one party to the other.

28. DISPUTES AND PROTESTS

Any complaint or grievance arising out of the performance of this Contract shall first be submitted, in writing, to the Contract Manager who shall take prompt action in an effort to resolve the matter. The Contract Manager shall investigate the validity of the complaint and present findings in writing to the Contractor and applicable Bureau Commander.

29. LICENSES AND PERMITS

Services performed for the PSO will require licenses and permits in the same manner as private projects within the county. The Contractor shall secure, at his/her expense, all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, Pasco County or the municipality of his/her principal place of business.

The Contractor must fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work.

30. TERMINATION CLAUSE

The PSO, in its sole discretion, and with or without cause therefore, may terminate the Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon receipt of written notice of termination of the Contract, the parties hereto shall mutually review, within twenty (20) days, all outstanding commitments and other matters relative to the services contemplated by this Contract.

Any vehicle or vessel in storage classified as evidence, awaiting forfeiture, or levied under a writ of execution shall be, at the Sheriff's option, relocated at no cost to the Sheriff, or arrangements made to assume storage charges.

31. TERMINATION FOR DEFAULT

The Sheriff's Office may, by written notice of default to the Contractor, immediately terminate the whole or any part of the contract if any one of the following circumstances shall occur:

- A. If the Contractor fails to perform the services as requested or specified within the time required therefor; or
- B. If the Contractor fails to perform, or adequately perform any of the other provisions of the contract and fails to commence and diligently and continuously pursue a cure within a period of five (5) days after receipt of notice from the Contract Manager providing notice of such defect or deficiency.

32. PUBLIC ENTITY CRIMES

Vendors are directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the Sheriff's requirement that the successful vendor comply with it in all respects prior to and during the term of this contract.

33. NOTICES

All notices required under the terms of this contract shall be delivered by certified or registered mail with return receipt request to the physical address provided by each party.

34. AMERICANS WITH DISABILITIES (ADA)

The PSO complies with the ADA and upon appropriate notification will make reasonable accommodations to permit individuals with disabilities to participate in solicitations issued by this office.

35. E-VERIFY

The Parties shall comply with Florida Statute 448.095, as currently written, or as hereafter amended. In the event of a conflict between the below language and an amendment to Florida Statute 448.095, the amendment shall govern.

The PSO is a public employer participant in the Department of Homeland Security's Image Program and utilizes E-verify to ensure its employees are appropriately authorized to work in the United States.

On or before January 1, 2021, Contractor and any/all of Contractor's subcontractor(s) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor understands the PSO may not enter into a Contract unless each party to the contract registers with and uses the E-Verify system and is required to terminate a contract pursuant to the Violations Section below, without penalty.

Subcontractors. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the Contract.

Violations.

- (a) In the event the PSO has a good faith belief that Contractor has knowingly violated Florida Statute 448.09(1), PSO shall terminate the contract with Contractor.
- (b) In the event the PSO has a good faith belief that Contractor's subcontractor knowingly violated this subsection, but the Contractor otherwise complied with this subsection, PSO shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- (c) A contract terminated pursuant to (a) or (b) is not a breach of contract and may not be considered as such.
- (d) PSO, Contractor, or subcontractor may file an action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.
- (e) If PSO terminates a contract with Contractor under paragraph (c), the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
- (f) Contractor is liable for any additional costs incurred by PSO as a result of the termination of a contract.

SECTION C
SPECIFICATIONS

1.0 SCOPE

1.1

Provide towing, recovery, removal and storage services in support of the PSO on an "as required basis", to support the Sheriff's civil and law enforcement responsibilities relative to vehicle or vessel towing, recovery, removal and storage.

1.2

The Contractor will tow and provide services to all vehicles or vessels owned or leased by the PSO. Such service shall be provided on a twenty-four (24) hour basis. The service contemplated by this paragraph includes, but is not limited to, battery jumps, tire changes, etc. If unsuccessful to start vehicle, will tow to PSO Fleet Maintenance. Such service shall be provided in accordance with the forty-five (45) minute response time provided herein. All Sheriff's vehicles or vessels with body damage or mechanical failure shall be towed to the facility designated by Sheriff's personnel. The Contractor will charge the PSO a flat rate plus mileage for towing services provided outside of Pasco County.

1.3

The Contractor agrees all equipment required by this Contract and all available operators will be made available to the Sheriff on a priority basis in the event a state of emergency is declared by any entity with legal authority to do so.

1.4

The Contractor shall be responsible for billing PSO within forty-five (45) days of services being rendered. PSO shall promptly pay all such bills, once validated. PSO is not responsible for any costs, fees, or bills for services rendered if received after 45 days of service(s). Contractor waives the right to bill, collect, or bring any legal action against PSO for outstanding bills/services rendered if Contractor does not bill PSO within 45 days of services being rendered. All bills shall be emailed to PSO Fleet at fleettowing@pascosheriff.org.

2.0 FACILITIES

2.1

The Contractor shall provide and maintain an impound lot(s). The lot(s) shall be sufficiently large to provide outside storage for seventy-five (75) vehicles or vessels impounded under this Contract by the Sheriff's Office. The lot(s) shall be clean and orderly and completely enclosed by a secured fence, not less than six feet high and accessible through a lockable gate.

Liability for security of the premises rests with the Contractor.

2.2

The Contractor shall, within five (5) calendar days of receiving notice of same, inform the Sheriff's Contract Manager of any judgment lien or claim against the real property upon which the Contractor's storage facility is located. Should the Contractor lease real property in order to fulfill the requirements of this Contract, it shall within five (5) days of receipt of same notify the Contractor Manager of any cancellation, termination, or other event that would materially impact Contractor's rights or interest in such property.

2.3

The Contractor shall maintain a business office in Pasco County, which shall be open to conduct administrative business and release of vehicles or vessels from the hours of 0800 to 1800 hours five (5) days per week.

2.4

During the period of this Contract, the Contractor shall maintain all business records or duplicate copies thereof at its business office. Such records shall be kept in accordance with recognized accounting procedures and shall accurately reflect all income under this Contract. Such records shall be open to inspection by the Contract Manager or designee(s) during the hours the office is required to be open to the public as set forth in the RFP.

2.5

The Contractor shall have available sufficient communication equipment to allow its personnel to respond to service calls within the forty-five (45) minute response time required by this Contract, seven (7) days per week and twenty-four (24) hours per day.

2.6

The Contractor shall have and utilize computer equipment with sufficient and appropriate communication software to accomplish the following:

A. Maintain an accurate and current inventory of all impounded vehicles/vessels and PSO agency vehicles/vessels.

B. Transmit via email to the PSO Contract Manager, no later than 1:00 pm each day, a copy of all invoices of PSO towed vehicles and a copy of the paid invoices of the impounded vehicles or vessels, by the Contractor, for the PSO, returned during the preceding twenty-four (24) hour period.

2.7

The Contractor shall provide inside storage on the impound lot described in the RFP which shall contain a minimum of five (5) storage spaces which shall be for the exclusive use of the Sheriff. Inside storage space in excess of the five (5) spaces reserved exclusively for the Sheriff may be used by the Contractor for general, commercial storage. This inside storage facility shall be secure, in a completely enclosed structure, easily accessible, and protected from the elements and vermin.

2.8

The inside storage spaces reserved exclusively for the Sheriff are intended to be used primarily for vehicles or vessels which may constitute or contain evidence of a crime, forfeited vehicles or vessels, or vehicles or vessels which require inspection or processing. Because of the nature of the vehicles or vessels placed in inside storage, it is necessary that these vehicles or vessels be maintained in the same condition they were in at the time they were placed in inside storage. The Contractor understands and agrees that some of these vehicles or vessels may be stored for periods in excess of forty-five (45) days. Vehicles or vessels placed in inside storage shall not be removed from the indoor facility without notice to and approval from the Contract Manager or his/her designee.

2.9

Vehicles or vessels stored on the Contractor's premises, whether indoor or outdoor storage, shall be stored in such a manner to make them readily accessible to law enforcement, owners, lienholders, insurers, or their agents as defined in F.S. 713.78, and such other persons as may be authorized by the Contract Manager.

2.10

The Contractor shall provide on its premises a clean, well lighted, weatherproof indoor facility for processing vehicles or vessels on the premises of its impound lot. While it is contemplated by the parties that the Sheriff will ordinarily use his own facilities for processing vehicles or vessels, circumstances may exist which makes it necessary or advisable for the Sheriff to process one or more vehicles or vessels on the Contractor's premises.

2.11

The impound lot(s) and inside storage shall be accessible to the Sheriff, his deputies and persons authorized by the Contract Manager on a twenty-four (24) hours, seven (7) days per week basis.

2.12

It is understood by the Contractor that when the Sheriff seizes a vehicle or vessel

pursuant to the Florida Contraband Forfeiture Act, the Sheriff acquires an interest in the item seized. Vehicles/vessels will be taken to PSO Fleet Maintenance. Contractor will charge PSO a flat rate plus mileage if towing is outside of Pasco County.

2.13

It shall be within the sole discretion of the Sheriff or his designee to determine where in Contractor's storage facility a vehicle or vessel shall be located. If the Sheriff or his designee determines it is necessary or appropriate to relocate a vehicle or vessel, the Contractor shall do so at the PSO flat rate **with** no mileage charges.

2.14

All storage areas must meet the specifications as listed on this RFP. Vehicles or vessels not reclaimed within fifteen (15) days of the vehicles or vessels' arrival at Contractor's facility or, where a hold is placed on the vehicle or vessel not retrieved within fifteen (15) days of the hold being released, vehicles or vessels of low monetary value and vehicles or vessels which are not considered roadworthy or seaworthy may, with the express written consent of the Contractor Manager, be stored in the supplemental storage area. However, where owners call to retrieve their vehicle or vessel, the item must be returned to Contractor's "impound lot" closest to the impounded location at no cost to the owner.

2.15

Except as provided in the RFP, vehicles or vessels impounded with a hold may accrue storage charges six (6) hours after the hold is released and for each twenty-four (24) hours thereafter.

In addition to the storage fee, the Contractor is entitled to charge Sheriff the actual out of pocket costs incurred by such Contractor in renting or leasing cradles, trailers, or other specified equipment necessary to store large or deep draft vessels. Large or deep draft vessels are those defined on page 3 of this RFP.

2.16

There are circumstances when a "hold" has been placed on a vehicle or vessel and the owner, lienholder, insurer or his/her agent is not permitted to claim the vehicle or vessel for an extended period of time. When the "hold" is removed, the date is often immediately preceding or beyond the scheduled public sale. In the interest of fairness to the owner, lienholder, insurer or his/her agent, when a "hold" is removed, the owner, lienholder, insurer or his/her agent will be given ten (10) calendar days or until the public sale date, whichever is greater, to claim the vehicle or vessel.

2.17

The Contractor shall be solely responsible for any damage, destruction to or theft from or

of vehicles or vessels while in possession and when stored anywhere upon its premises, whether stored inside or on the impound lot.

2.18

The Contractor shall complete and submit PSO Form #20238 within two hours of the release of any impounded vehicle or vessel.

3.0 EQUIPMENT

3.1

General - Ideally, the Contractor should maintain, lease or own the equipment, by type and quantity show in Section "D" to this RFP, in the performance of this Contract. Equipment enumerated in Section "D" shall be dedicated to this Contract and located physically at the Contractor's business address. This equipment may be used for towing and recovery operations in the Contractor's private course of business.

3.2

Equipment rental agreements shall be in writing. The agreement shall specify availability, priority of use and response time. The heavy-duty wrecker, tractor-trailer unit and special equipment specified in Section "D" to this RFP may be rented on an as needed basis; however, the rental agreement must specify that the equipment can be available to Contractor on a priority basis within a reasonable time of being notified of the need. **The Contractor shall include their timeframe in the proposal.** The Contract Manager shall approve or reject any agreement based on an evaluation of the ability to satisfy our contractual needs. The agreement shall be approved prior to the award of any contract that is proposed as a result of this RFP.

4.0 PERSONNEL

4.1

The Contractor shall maintain "driver qualification files" consistent with the spirit and intent of Subpart F, Section 391.41, title 49 C.F.R. These files and records shall be available to the Contract Manager at the time of the pre-award on-site visitation and upon request, subsequent to any contract award resulting from this RFP.

4.2

The Contractor agrees that it will not use or employ in the performance of its obligations under this Contract any person adjudicated guilty of or who has pled nolo contendere to, within the past seven (7) years, in any jurisdiction, any of the following offenses:

1. Any crime of violence, sexual misconduct or child abuse.

2. Arson, robbery, burglary, or grand theft.
3. Fraud and related offenses.
4. Any offense pertaining to alteration or removal of vehicle or vessel identification numbers.
5. Operating a chop shop or dealing in stolen property.
6. **Any Felony, pursuant to Florida Statutes.**

4.3

The Contractor shall provide to the Contractor Manager or his/her designee documentation that its drivers are properly licensed for the weight and class of vehicle which they are expected to drive. Contractor shall maintain records of drivers' examinations and tests to operate wrecker equipment and a history of their driving record consistent with 49 C.F.R. Section 391.

4.4

The Contractor shall have sufficient personnel to staff all trucks and/or other service vehicles or vessels at the same time should the need arise. The Contractor agrees that it is solely responsible for ensuring that all personnel comply with all state and federal laws, and county ordinances, including but not limited to, license requirements and certifications.

4.5

All personnel employed or permitted to work by Contractor who come into contact with the public must be competent to deal with others tactfully and professionally. The Contractor shall advise all persons having complaints about the Contractor, the services provided under this Contract, or Contractor's employees to direct their complaints to the Sheriff's Contract Manager.

4.6

The parties to the Contract acknowledge that the Contractor shall provide the services contemplated under the Contract as an independent contractor and is neither an agent, employee, partner, nor joint venture with Sheriff. Further, to the extent that Contractor has other employees, they are employees of Contractor. They are not employees or agents of the Sheriff. The Contractor shall be responsible for all of Contractor's personnel. Contractor further agrees to maintain a high standard of ethical conduct in fulfilling the terms and conditions of this Contract. Contractor further agrees to maintain a current and comprehensive personnel file for all past and present employees.

5.0 PROCEDURES

5.1

The Contractor shall provide towing services twenty-four (24) hours per day, seven (7) days per week, including holidays. Contractor shall have sufficient staff to permit persons to retrieve vehicles or vessels twenty-four (24) hours per day, seven (7) days per week.

5.2

The Contractor agrees the initial response time to the scene after notification by the Sheriff's Office shall not exceed forty-five (45) minutes, excluding extraordinary circumstances to be determined by the Contract Manager. In the event a response time exceeds forty-five minutes, Contractor shall within 48 hours notify the Contract Manager of the reason for the delay. In the event of more than three late arrivals within a sixty (60) day period without notification to Contract Manager or sufficient extraordinary circumstances, as determined by the Contract Manager, Sheriff may suspend the contract for 30 days. Deputies will contact the Sheriff's Communications Center to require a contract wrecker be dispatched and will notify the Communications Center upon its arrival. The Sheriff reserves the right to have the Communications Center record and track the dispatch and arrival times of the requested contract wrecker.

The Contractor agrees the response time to the scene for any necessary secondary equipment will also be an average of no more than sixty (60) minutes.

Persistent and uncorrected failure to comply with the time requirements of this paragraph may, at the discretion of the Sheriff, result in a breach or suspension of the Contract by the Contractor.

5.3

The Sheriff recognizes that the towing of derelict vessels (abandoned vessels in serious disrepair) in fresh or salt water or on land adjacent to the shore may require an inordinate amount of time, effort and equipment to facilitate their removal, with little possibility of recovering associated costs and difficult disposal issues. An inordinate amount of time may also be expended by deputies responding to these situations and attempting to determine ownership of the vessel. Deputies responding to derelict vessel complaints will attempt to determine ownership and contact the owner for removal of vessel as soon as possible.

5.4

All deputy sheriffs have access to complete Vehicle/Vessel Impound Reports (VVIR) and will complete a VVIR for each vehicle or vessel impounded. VVIRs are completed in PSO's electronic VVIR system when possible. VVIRs will not be issued for vehicles or vessels which are not impounded. In circumstances where a vehicle or vessel is impounded by the Pasco Sheriff's Office, Contractor may not leave the scene until the deputy has confirmed completion

and transmission of the electronic VVIR or they receive a carbon copy of the VVIR when completed manually.

5.5

A vehicle or vessel impounded by the Sheriff's Office shall be released to the owner, lienholder, insurer, his/her agent or other party only upon receipt by the Contractor of a written release by the Sheriff's Office or Contract Manager.

5.6

No impounded vehicle or vessel will be removed by the Contractor unless there is a deputy sheriff present at the scene.

5.7

In selected cases, for compassionate reasons, the Contract Manager shall have the authority to determine a vehicle, vessel or other impounded item shall be exempt from towing, storage or other charges. Such cases as provided for in this RFP are intended to be the exception, not the rule, and these provisions will be implemented only when the Sheriff or Contract Manager determines it is in the best interest of those involved to avoid compounding costs to an innocent victim or family.

5.8

Except as provided above, when vehicles or vessels are impounded as the result of the actions of Sheriff's Office personnel, the cost shall be borne by the owner, lienholder, insurer or his/her agent upon the release of the vehicle or vessel.

5.9

The Contractor shall not strip, alter or otherwise use an impounded vehicle or vessel for any purpose, nor shall it suffer or permit any third party to take such action until the vehicle or vessel becomes the property of the Contractor.

5.10

If a vehicle or vessel more than three (3) years of age is not claimed in thirty-five (35) days, or a vehicle or vessel three (3) years of age or less is not claimed in fifty (50) days, the Contractor, after receiving a written release from the PSO, will be allowed to dispose of the vehicle or vessel pursuant to Florida Statute 713.78 and 715.07.

5.11

The Contractor agrees to release any vehicle or vessel to its owner, lienholder, insurer or his/her agent, at any time, upon one (1) hour notice in compliance with Florida Statute 715.07.

This shall apply whether the vehicle or vessel is in the impound lot or at the supplemental storage lot. If a vehicle or vessel must be brought from supplemental storage to the impound lot, no additional charges may be added to the bill. Thereupon, the parties shall execute a receipt and release to each other, in form satisfactory to the Sheriff. The Contractor shall not release any "Sheriff Hold" vehicle or vessel without clearance from the PSO.

5.12

Consistent with the provisions of F.S. 713.78(10), the Contractor will permit owners, lienholders, insurers, or their agents as defined in F.S. 713.78(10) and such other persons as may be authorized by the Contract Manager, to inspect towed vehicles or vessels and, upon request, shall release all personal property not affixed to the vehicle or vessel at the time the vehicle or vessel came into the custody of the Contractor.

5.13

Contractor will be liable for all loss or damage to vehicles or vessels towed or stored anywhere on its premises pursuant to this Contract and for all personal items of every sort contained therein. In the event any item is reported missing from any vehicle or vessel or any damage is sustained to same, during towing or impound pursuant to this Contract, it shall be the responsibility of the Contractor to report said loss or damage to the Contract Manager or his/her designee. The Sheriff's Office will complete a report and collect such evidence as they deem appropriate given the nature of the loss or damage.

5.14

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

5.15

Sale of vehicles or vessels impounded pursuant to the terms of this Contract shall be made in strict conformance with state law and county ordinances. The Contractor shall regularly provide the Contract Manager a list of unclaimed vehicles or vessels and their proposed public sale dates. This list must include impound receipt numbers, a copy of the tow ticket, DMV information showing the registered owner, insurer and lienholder, if available, the notice of claim of lien letter, clear and legible copies of all certified mail receipts and a copy of the notice of public sale showing that same has been published in a publication in compliance with state law. The Contract Manager/Designee will coordinate with Teletype to research out-of-state requests for owner information and will provide affidavits to DMV to facilitate title or certificate of destruction requests on vehicles or vessels where owners cannot be ascertained. Upon receipt of all the items listed above in a form acceptable to the Contract Manager/Designee, the Contract Manager will provide signed releases to the Contractor; will coordinate with the Validation Section to remove the vehicle or vessel from FCIC and will complete a report indicating release to the Contractor. In order to exclude the possibility of an inadvertent release, the Contractor

will not forward documentation and request impound releases for any vehicle or vessel on "hold".

5.16

The Contractor shall be solely responsible for the collection of fees from the owners, lienholders, insurers or their agents of vehicles or vessels and the Sheriff shall in no way be liable in relation thereto.

5.17

Costs for mailing certified letters to owners, insurers, lienholders or their agents will be in compliance with Pasco County Ordinance and shall be the sole responsibility of the Contractor.

5.18

If more than one storage area is used by the Contractor, vehicles or vessels may not be transferred from one location to another without PSO approval. Vehicles or vessels so transferred shall be towed, not driven.

5.19

Contract towing and storage rates shall be prominently posted at the Contractor's place(s) of business.

5.20

The Contractor shall not bid for repairs or make repairs on any vehicle or vessel in its custody as a result of this Contract until the vehicle or vessel is released by the Sheriff's Office. The Contractor may pull a fender from a tire or perform other similar services to make a vehicle or vessel operable at no cost to the owner, lienholder, insurer or his/her agent. The Contractor may require the customer to sign a waiver or release before such minor services are performed.

5.21

In the event an individual needs to remove legitimately owned parts from a stolen or seized vehicle or vessel, the Contractor will permit the dismantling process to be performed on the Contractor's premises, as long as a deputy or detective is in accompaniment and direct supervision of the individual during the entire dismantling process.

5.22

When towing two vehicles or vessels simultaneously, to include but not limited to a tractor and trailer, boat and trailer, motorcycle and trailer, an Impound Record will be completed for each vehicle or vessel. If both vehicles and vessels are owned by the same person, then one fee will be charged for towing, mileage, storage, administrative costs, and labor and recovery

work, if applicable. If separate owners exist, then the total fees as described above will be divided equally between the owners.

5.23

The Contractor shall provide vehicle or vessel owners, lienholders, insurers or their agents with twenty-four (24) hours of free storage for all recovered stolen vehicles or vessels irrespective of processing to include recovered stolen vehicles or vessels.

5.24

Evidentiary vehicles or vessels may, at the election of the Sheriff or his representative, be towed to the PSO's Forensic Garage located at 20105 Central Blvd, Land O'Lakes, FL 34637, or to any other location specified by the Sheriff or his personnel for processing, at no cost to the Sheriff's Office. No vehicle or impound record will be completed for vehicles or vessels towed to the Forensics Garage and vehicles or vessels towed to this locations may, at the discretion of the case agent, be released to the owner, lienholder, insurer or his/her agent from that location at no cost to the owner, lienholder, insurer or his/her agent or the Sheriff.

Evidentiary vehicles or vessels include, but are not limited to, recovered stolen vehicles or vessels and crime associated vehicles or vessels. Inside storage shall be provided upon request until the processing of such vehicle(s) or vessel(s) is completed. **VEHICLES OR VESSELS IN THIS CATEGORY SHALL BE PROVIDED TWENTY FOUR (24) HOURS FREE STORAGE IRRESPECTIVE OF PROCESSING.** The processing area provided for such vehicles or vessels shall be enclosed, weatherproof, well lighted and shall be of sufficient size to allow inspection and processing of the vehicles or vessels at the storage site

5.25

Should the case agent determine that a vehicle or vessel towed to the Forensics Garage should be impounded, he/she will complete a vehicle or vessel impound record and complete a Property Evidence Receipt. The Contractor originally towing the vehicle or vessel to the Forensics Garage will be called to remove the vehicle or vessel to the Contractor's impound lot. The Contractor may then assess the owner, lienholder, insurer or his/her agent towing and storage fees at the Contract rate from the date the vehicle or vessel is impounded, with towing charges to reflect the tow from the Forensics Garage to the impound lot only.

5.26

The Contractor shall keep, in accordance with recognized accounting procedures, such books and records as will properly reflect all income received in connection with the performance of services under the Contract. Such books and records shall be kept at the Contractor's primary place of business and shall be open for inspection by the Sheriff or his duly authorized representative during normal business hours.

SECTION D
EQUIPMENT

This section specifies the minimum equipment necessary to comply with the anticipated towing, recovery and removal requirements and response times specified.

A. The Contractor shall maintain and have available to provide the services contemplated by this Contract the following items of equipment which shall be physically located at the Contractor's business address:

1. Two (2) flatbed/rollback wreckers.
2. One (1) all purpose recovery and emergency vehicle with four (4) wheel drive. This requirement may be satisfied by three-quarter ($\frac{3}{4}$) ton truck with four (4) wheel drive.
3. One (1) auto lift rack.

B. The equipment described above may be used for towing and recover operations in the Contractor's private course of business.

C. The Contractor shall have available the following items of equipment which may be rented by the Contractor on an as-needed basis:

1. Special equipment such as floodlights, generators, portable saws, chains, vehicle extraction tools with which the Contractor must be able to respond to a call within a reasonable amount of time after a call for such equipment is made. **The Contractor shall include their timeframe in the proposal.**

D. All agreements for the rental of equipment required by this Contract shall be in writing and shall specify that the Contractor will be given priority access to such equipment to fulfill the terms of this Contract and that such equipment will be made available to the Contractor within a reasonable amount of time of the Contractor's request for same. **The Contractor shall include their timeframe in the proposal.**

E. The Contractor agrees all equipment required by this Contract and all available operators will be made available to the Sheriff on a priority basis in the event a state of emergency is declared by any entity with legal authority to do so.

SECTION E

INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. MINIMUM INSURANCE REQUIREMENTS

A. Prior to the time the Contractor is entitled to commence any part of the project, work or services under this contract, the Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the PSO of: (1) certificates of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the PSO, and listing all carriers issuing said policies; and (2) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation limits as required by law; Employer's liability insurance of not less than \$100,000 for each accident.

2. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations, Garage Liability endorsement and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 each occurrence; and property damage of not less than \$100,000 each occurred (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis and the policy shall include Board Form Property Damage coverage and Fire Legal Liability of not less than \$50,000 per occurrence, unless stated by exception herein.

3. Comprehensive Automobile and Truck Liability covering owned, hired and non-owned vehicles or vessels with minimum limits of \$1,000,000 each occurrence and property damage of not less than \$100,000 each occurrence (Combined Single Limits of not less than \$1,000,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

4. On Hook & Cargo Coverage in limits of at least \$250,000 each occurrence.

5. Garagekeepers Legal Liability in limits of at least \$500,000 each occurrence.

B. Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a notice thereof shall be

given to the PSO by certified mail to: Pasco Sheriff's Office, Fleet Maintenance, 19415 Central Blvd, Land O'Lakes, FL 34637. The Contractor shall also notify the PSO in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve the Contractor of this requirement to provide notice.

2. Companies issued insurance policy or policies shall have no recourse against the Sheriff for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the Contractor.

3. The PSO shall be endorsed to the required policy or policies as an additional named insured.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the County to any such future coverage, or to the County's Self-Insured Retentions of whatever nature.

C. The Contractor hereby waives subrogation rights for loss or damage against the PSO.

D. Any lapse or other failure to continuously and consistently maintain the type and quantity of insurance coverage set forth above shall result in an immediate breach of the contract for towing and storage services and such breach shall not be subject to the five (5) day cure period as provided in Paragraph 23, Section B of Special Conditions in this Request for Proposal.

II. INDEMNIFICATION

The first ten dollars (\$10.00) of compensation received by the Contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the Sheriff from all suits, actions, or claims of any character brought on account of any injury or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the Sheriff.

THIS PROPOSAL IS OFFERED FOR PASCO COUNTY:

Proposals which are mailed or delivered must be submitted in a sealed envelope. To prevent inadvertent opening, the preaddressed mailing label provided with this package in Appendix D shall be attached to the outside of your proposal envelope or box. Proposals received beyond the date/ time established above will be refused and returned unopened.

Proposals are to be submitted to Pasco Sheriff's Office Purchasing Department, Attn: Purchasing Manager 19415 Central Blvd, Land O'Lakes, FL 34637 by the date and time indicated on the cover sheet.

Mailed/ delivered proposals shall be submitted with one (1) original and four (4) copies.

B. OFFEROR INFORMATION

Offeror Name _____

Federal Taxpayer Identification Number _____

Address _____

Person to Contact Regarding this Proposal _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

C. AUTHORIZED SIGNATURE - All proposals shall be signed in ink by authorized principals of the firm.

The undersigned affirms and declares:

1. That offeror has read and understands the requirements of this Request for Proposal # 3FY25 and, that as the offeror, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or transactions required by award of this RFP.;
2. That this proposal is made without understanding, agreement or connection with any person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud;
3. That this proposal shall remain open for an evaluation period of ninety (90) calendar days following the opening of proposals.

Please Print or Type:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

RETURN THIS SECTION AND WITH YOUR RESPONSE

APPENDIX A

OFFERORS MUST FILL IN THE BLANKS FOR EACH ITEM LISTED.

1. Towing Rates (20%) – to be combined with score from Appendix B - Technical Merit (80%)

A. Class A Vehicles*

Flat Rate _____
Mileage Rate _____
Wait time beyond initial 30 minutes at scene
per 15 minute block _____
Daily storage rate _____

***As defined by Pasco County Ordinance 106-31.5**

B. Class B Vehicles *

Flat Rate _____
Mileage Rate _____
Wait time beyond initial 30 minutes at scene
per 15 minute block _____
Daily storage rate _____

***As defined by Pasco County Ordinance 106-31.5**

C. Class C Vehicles *

Flat Rate _____
Mileage Rate _____
Wait time beyond initial 30 minutes at scene
per 15 minute block _____
Daily storage rate _____

***As defined by Pasco County Ordinance 106-31.5**

D. Class D Vehicles *

Flat Rate _____
Mileage Rate _____
Wait time beyond initial 30 minutes at scene
per 15 minute block _____
Daily storage rate _____

***As defined by Pasco County Ordinance 106-31.5**

F. Other Labor _____ per hour

G. Recovery work (see Definitions, pg. 3 of RFP) _____ per hour
Hourly rate includes additional trucks, trailers, vessels, equipment, labor, and personnel.

H. Administrative Fee (owner, lien holder, insurer research) _____

***As defined by Pasco County Ordinance 106-31.5**

I. Filing of lien notice fee _____
(Covers the mailing of the Notice of Claim of Lien Letter)

***As defined by Pasco County Ordinance 106-31.5**

J. Tarpaulin Fee _____

***As defined by Pasco County Ordinance 106-31.5**

K. Flat rate fee for towing out-of-county vehicles to _____
Sheriff's Fleet Maintenance, 19415 Central Blvd, Land O'Lakes, FL 34637
or other sites when needed.

L. **Service for Pasco Sheriff's Office Vehicles (In County)**
Flat Rate (towing or services – flat tire, battery jump, etc.) _____
Bulk Transport Flat Rate (5+ Vehicles) _____
Wait time beyond initial 30 minutes at scene _____
per 15 minute block _____

M. **Service for Pasco Sheriff's Office Vehicles (Out of County)**
Flat Rate (towing or services – flat tire, battery jump, etc.) _____
Mileage Rate (towing only) _____
Bulk Transport Flat Rate (5+ Vehicles) _____
Wait time beyond initial 30 minutes at scene _____
per 15 minute block _____

N. Towing vehicles from Fleet Maintenance Garage to _____
Tampa Machinery Auction (This service can be offered separately to one Contractor)

EVALUATION CRITERIA AWARD SHEET

APPENDIX B

Company Name _____ Date ____/____/____

Rater _____

GENERAL

The criteria listed below shall be rated by an evaluation committee during an on-site inspection of the premises. Partial points or fractions are not permitted.

1. Technical Merit (80%) – 100 total possible points – to be combined with score from Appendix A – Towing Rates (20%)

A. Impound Yard – General

15 Points maximum

- (1) Service Area (pick one)
 - (a) Countywide (10) _____
 - (b) Only one side of county (3) _____
- (2) Outside storage for minimum (3) _____
Seventy-five (75) vehicles or vessels
- (3) Available supplemental lot (2) _____

TOTAL _____

B. Impound Yard Security and Condition

12 Points maximum

- (1) Suitable six (6) foot fence / full enclosure (3) _____
- (2) Well lit (2) _____
- (3) Staffed on site 24/7 (2) _____
- (4) Video surveillance (2) _____
- (5) Clean, organized, free of excessive (1) _____
vegetation and potholes
- (6) Paved yard (1) _____
- (7) Adequate parking for customers (1) _____

TOTAL _____

C. Inside Storage

11 Points maximum

(1) Five Spaces	(3)	_____
(2) Easily accessed	(3)	_____
(3) Protected from elements/vermin, Outlets, lighting	(3)	_____
(4) Exclusive PSO use	(1)	_____
(5) Security Camera	(1)	_____
TOTAL		_____

D. Business Office

10 Points maximum

(1) Clean and well kept	(2)	_____
(2) Posted hours of operation and rates	(1)	_____
(3) Available database for title, registration, lienholder and insurer information	(1)	_____
(4) Accepted forms of payment for PSO tows (mark only one):		
Cash only	(1)	_____
Cash, Debit Card or Credit Card	(3)	_____
Cash, Debit Card, Credit Card or or Personal check	(4)	_____
Cash, Debit Card, Credit Card, Personal Check, or EFT	(6)	_____
TOTAL		_____

E. Processing Area

5 Points maximum

(1) Enclosed, clean, well lit	(5)	_____
TOTAL		_____

F. Equipment Availability and Condition

10 Points maximum

(1) Two flatbed / rollback wreckers	(5)	_____
(2) One 4x4 utility vehicle	(5)	_____
TOTAL		_____

G. Special Equipment and Condition

16 Points maximum

(1) Auto lift rack	(4)	_____
(2) Class C/D towing	(4)	_____
(3) Flood lights, Generators, Portable Saws, Recovery Chains	(4)	_____
(4) Heavy equipment available within 2 hours (e.g. skid steer, forklift)	(4)	_____

TOTAL _____

H. Experience and Personnel* **9 Points maximum**

***COPIES OF THE ITEMS LISTED BELOW ARE TO BE PROVIDED AT TIME OF INSPECTION**

- (1) Company references (4) _____
- (2) Company financial statements (3) _____
- (3) Proof of ownership of facilities or current lease (1) _____
- (4) Current employee list with names, date of birth, (1) _____
drivers license number, social security number
and position within the company.

TOTAL _____

I. Performance **12 Points maximum**

- (1) Background investigation of all employees (3) _____
to include driving records.
- (2) Sufficient drivers to operate all equipment at the (4) _____
time should the need arise.
- (3) Ability to: (pick one)
 - (a) Consistently respond within 45 minutes (3) _____
 - (b) Consistently respond within 30 minutes (5) _____

TOTAL _____

Points for the Performance category will be awarded by the Towing Evaluation Committee upon completion of the background investigation.

TOTAL _____

2. Towing Rates (20%) – 20 total possible points

A cost comparison of each company’s proposed rates will be performed by the Towing Evaluation Committee to determine the low cost offeror. Twenty points will be awarded to the lowest cost offeror. Other companies will be awarded points on the basis of the percentage their rates exceed the low cost offeror.

TOTAL _____

GRAND TOTAL: _____

**OPENING DOCUMENT- SAMPLE
APPENDIX C**

PASCO SHERIFF'S OFFICE						
RFP: 3FY25	Title: TOWING, RECOVERY, REMOVAL AND STORAGE SERVICES					
Date and Time: Tuesday, June 10. 2025 at 11:00AM EST						
Company Name	Electronic submission sealed via Demandstar. Electronic submission via Demandstar to include- entire response ONE (1) COMPLETE & ONE (1) REDACTED	Mailed or delivered submission must include- Five (5) bound copies of each response (one (1) original and four (4) copies) and electronic copies (1) original and (1) redacted copy	TOWING, RECOVERY, REMOVAL AND STORAGE SERVICES RFP RESPONSE FORM	Appendix A completed		Non-Responsive

**PROPOSAL PACKAGE LABEL
APPENDIX D**

Below is an example of the information required on your Proposal package.
You may use this as a label if you wish.

**PASCO SHERIFF'S OFFICE
PURCHASING DEPARTMENT
ATTN:
PURCHASING MANAGER
19415 CENTRAL BLVD
LAND O'LAKES, FL 34637**

PROPOSAL PACKAGE SUBMITTAL

RFP # 3FY25

**DUE DATE/TIME:
MONDAY, JUNE 9, 2025 at 3:00PM LOCAL TIME**