



## North Bay Village

Administrative Offices


1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141

Tel: (305) 756-7171 Fax: (305) 756-7722 Website: [www.nbvillage.com](http://www.nbvillage.com)

### NORTH BAY VILLAGE Memorandum

**DATE:** February 28, 2018

**TO:** Mayor Connie Leon-Kreps  
Vice Mayor Andreana Jackson  
Commissioner Jose Alvarez  
Commissioner Laura Cattabriga  
Commissioner Eddie Lim

**FROM:** Bert Wrains  
Interim Village Manager 

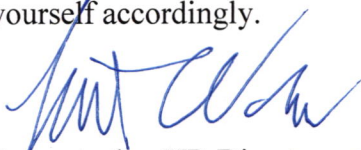
**SUBJECT:** Cone of Silence – RFP No. NBV 2018-001  
Vehicle Towing Services

---

The Village has issued RFP No. NBV 2018-001 for Vehicle Towing Services. Please be advised that pursuant to Section 38.18 of the Village Code, "Ethics Ordinance" a Cone of Silence is hereby imposed whereby any communications between any potential proposer, service provider, lobbyist or consultant and the Village Staff and elected officials pertaining to this RFP is prohibited.

Please, therefore, direct requests for information regarding this matter to the Village Clerk, who will receive all requests in writing and provide responses.

Please govern yourself accordingly.

BW:yph 

C: Ana Deleon, Acting HR Director  
Carlos Noriega, Police Chief  
Diego Lopez, Acting Director of Public Works  
Raul Rodriguez, Chief Building Official

Mayor  
Connie Leon-Kreps

Vice Mayor  
Andreanna Jackson

Commissioner  
Jose R. Alvarez

Commissioner  
Laura Cattabriga

Commissioner  
Eddie Lim

**NORTH BAY VILLAGE, FLORIDA**



**REQUEST FOR PROPOSALS  
FOR  
VEHICLE TOWING SERVICES**

**REQUEST FOR PROPOSAL  
NO. NBV 2018-001**



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
ON OR BEFORE MARCH 16, 2018 AT 4:00 P.M.  
1666 KENNEDY CAUSEWAY, SUITE 300  
NORTH BAY VILLAGE, FL 33141**

**NORTH BAY VILLAGE  
REQUEST FOR PROPOSALS  
VEHICLE TOWING SERVICES  
RFP NO. NBV 2018-001**

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to perform Vehicle Towing Services to the North Bay Village Police Department.

**Sealed Responses clearly labeled with the RFP title and number (RFP NO. NBV 2018) must be received by mail or hand delivered on or before March 16, 2018, no later than 4:00 p.m. local time, at which time they will be publicly opened in the Office of the Village Clerk.** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of the Proposal Document may be obtained at DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com), at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFP are prohibited.

Yvonne P. Hamilton, CMC  
Village Clerk

## SCHEDULE OF EVENTS

Below is the current schedule of the events that will take place in the procurement process. The Village reserves the right to make changes or alterations to the schedule as the Village determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Village, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
February 25, 2018	Advertisement
February 27, 2018	Documents Available to public
March 12, 2018	Last day opportunity for questions by emailing <a href="mailto:yvonne.hamilton@nbvillage.com">yvonne.hamilton@nbvillage.com</a> , no later than 5:00 PM local time.
March 16, 2018	Bid Documents Submittal due in to Village Clerk Office, no later than 4:00 P.M. local time.
March 21, 2018	RFP Evaluation Committee Meeting – 10:00 A.M. local time.
March 23, 2018	Award Recommendation to Village Clerk and Village Manager
April 10, 2018	Commission Public Meeting to review and confirm Award Recommendation 7:30 P.M. local time.



**NORTH BAY VILLAGE  
REQUEST FOR PROPOSALS  
VEHICLE TOWING SERVICES  
RFP NO. NBV 2018-001**

**1.0 PURPOSE**

North Bay Village is requesting Sealed Proposals from qualified and experienced proposers, (hereinafter referred to as “Contractor” or “Proposer”) to perform Vehicle Towing Services for the North Bay Village Police Department (“Police Department”). Upon the Village Commission's ratification of the Village Manager's recommendation, the Village will enter into negotiations with a maximum of three firms in order to establish a rotation of service providers who will perform services to the Village under the Agreement herein (the “Agreement”), which shall be subject to ultimate approval by the Village Commission.

The successful Proposer(s) must be an independent contractor, and the individual(s) assigned to provide services to the Village by the Contractor shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer(s) shall execute the Agreement for approval by the Village Commission.

**2.0 BACKGROUND**

**2.1 Statistical Data**

The Village was incorporated in 1945 and has approximately 8,900 residents. The Village is bounded on the east by Miami Beach and the west by The City of Miami. The Village's fiscal year begins October 1st and ends on September 30<sup>th</sup>.

The Village provides the normal range of governmental services including administration, parks and recreation, planning, zoning and building, code enforcement, library services and law enforcement to its citizens. Fire and Rescue services are currently provided by the Miami-Dade Fire Department.

**2.2 Scope of Work to Be Performed**

The Contractor will assist in the following:

It is the Village's intent to award this contract to a maximum of three responsive and responsible Proposers. However, the Village reserves the right to award the contract in whatever manner that is in the best interest of the Village.

The successful Proposers will be utilized by the Village and its Police Department on a per call rotational basis.

### **2.3 Performance Schedule**

The Village anticipates the performance for services related to this Agreement to begin upon execution of the Agreement.

## **3.0 RESPONSIBILITIES OF THE VILLAGE**

Village staff will be available to assist Proposers in both the bidding process and with interpreting specifications, standards and directions.

## **4.0 SUBMISSION OF PROPOSAL**

### **Incurred Expenses:**

The Village is not responsible for any expenses which Proposers may incur preparing and submitting proposals called for in the RFP.

### **Interviews:**

The Village reserves the right to conduct personal interviews or required presentations on all Proposers prior to selection. The Village will not be liable for any costs incurred by the Proposer(s) in connection with such interviews/presentations (i.e. travel, accommodations, etc).

### **Proposal Acknowledge:**

By submitting a proposal, the Proposer(s) certifies that the Proposer(s) has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

### **Request for Additional Information:**

The Proposer(s) shall furnish such additional information as North Bay Village may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The Village reserves the right to make investigations of the qualifications of the Proposer(s) as it deems appropriate, including but not limited to, a background investigation conducted by the North Bay Village Police Department.

### **Acceptance/Rejection/Modification to Proposals:**

The Village reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

**Proposals Binding:**

All proposals submitted shall be binding for Ninety (90) calendar days following opening.

**Proposal Withdrawal:**

Proposers may withdraw their proposals by notifying the Village in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the Village and will not be returned to the Proposers.

**Proposal Disclosure:**

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

**5.0 CONDITIONS OF PROPOSALS**

- A.** Late Proposals – Proposals received by the Village after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B.** Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.
- C.** Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person thirty (30) days after the opening or recommendation of award which ever occurs sooner.
- D.** Award Presentation – The Village Manager will present to Village Commission for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred twenty (120) calendar days from the date of opening of proposals.

**6.0 TERMS AND CONDITIONS OF AGREEMENT**

Successful Proposer(s) shall enter into a Franchise Agreement (“Agreement”), with the Village, for the purpose of providing adequate and qualified towing and wrecker service to the North Bay Village Police Department.

1. **Multiple Award/Rotation of Service Providers:**

Village reserves the right to award contract to up to three Proposers in order to establish a rotation of service providers, if such is deemed to be in the best interest of the Village. If a multiple award is made and a rotation of service providers is established, the Village contemplates that the successful proposers will be required to provide service on a per call rotational basis.

2. **Cost of Services to the Public:**

All successful proposers will be governed by Miami-Dade County Towing Ordinance, Section 30-476 regarding maximum towing charges. The schedule of charges listed in this ordinance, which is attached as (Attachment A) to this RFP, will govern the cost of services to the public under any agreement established as a result of this Request for Proposals. The cost of service will be based on the vehicle to be towed, not necessarily on the particular vehicle dispatched to the scene. No other charges are applicable to vehicles towed under this Agreement.

3. **Cost Adjustments:**

Costs to the public shall be subject to adjustment, only if allowed by resolution by the Miami-Dade County Board of County Commissioners pursuant to the Miami-Dade Code Section 30-476.

4. **Resolution of Disputes:**

All disputes concerning the level of service or any matter referred to herein will be referred to the Village Manager or his designee, who shall conduct such investigations and inquiries, including discussions with the company, which the Village Manager deems appropriate. The Village Manager, or his designee, shall be the sole judge of the merits of the dispute and the contractor shall abide by the decision of the Village Manager.

5. **Village Fees:**

The Contractor shall submit a proposal for a minimum **premium to pay the Village per tow**. The Contractor shall submit a monthly report of all tows and monies collected, to include the date of tow and police case number of services rendered along with the payment to the Village.



6. **Village Fee Adjustments:**

Fees paid to the Village may be increased each year of the contract by a minimum of 5% from the previous year's fee. The actual increase shall be negotiated between the Village and Contractor based upon volume of services provided during the previous twelve (12) month period. If fees are delinquent, a late charge of \$50.00 shall be applied. If fees are more than thirty (30) days late, Contractor is subject to suspension or cancellation at the Village's sole option.

7. **Additional Contractor Responsibility:**

Any related costs to towing, recovery, storage, or administration that is not specifically stated in this contract will be the sole responsibility of the Contractor. Contractor can only charge vehicle owners or operators the rates listed in this Agreement and under the terms and conditions contained in this Agreement.

8. **Responsibility for Payment:**

The Village will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this Agreement, unless such service charge is applicable to Village owned, confiscated, or leased vehicles or equipment, street clean up without a tow (equivalent to a normal automobile tow), or Village authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant in possession.

9. **Village Vehicles:**

Contractor shall recover and tow Village owned, confiscated, or leased vehicles that are located within Miami-Dade or Broward Counties to its compound or to any Village designated location within Miami-Dade County at no charge to the Village. Village vehicles that are located outside Miami-Dade or Broward Counties which require towing services shall be billed to the Village at proposed rate. In the event a vehicle is held for evidence, Contractor shall store the vehicle at his compound at no charge and deliver that vehicle at no charge from the compound to any Village designated location.

Vehicles seized for forfeiture pursuant to North Bay Village Police Department policy (Attachment B), shall be stored for a period of up to, but not more than forty-five (45) calendar days without charge to the

Village. After that time if forfeiture proceedings are to be instituted, the vehicle shall be removed to a Village storage facility by the Contractor. If forfeiture proceedings are not instituted, the owner of the vehicle may be charged for the storage and towing in accordance with established rates.

10. **Estimated Service Levels:**

Current contract service levels are approximately 200 authorized Police and 25 Village vehicle tows per year. This estimate is provided for informational purposes only. NO warranty or guarantee of quantities is given or implied. Contractor shall provide service as required.

11. **Subcontractors:**

Any use of subcontractors will be at the Village's sole option, and use of subcontractors must be preceded by receipt of written Village approval and be subject to the following conditions:

- a. Subcontracting shall be allowed for recovery and towing only, not for storage operations, except abandoned or derelict "dead" vehicle storage.
- b. All towing and recovery vehicles shall only be identified by Contractor's name, address of principal compound, and telephone number. No subcontractor identification shall be allowed.
- c. Subcontractors shall not be used for critical accident emergencies, or street blockage calls, unless approved by the Village in writing.
- d. Contractor shall be held fully responsible for subcontractor's performance and insurance coverage.
- e. Village reserves the right, at its sole option, to withdraw approval of a particular subcontractor by giving the Contractor written notice.
- f. If an emergency situation is declared by the Police Officer or authorized Village staff at the scene, that officer or staff person may waive b. and c. above and authorize Contractor to use subcontractors to resolve the immediate emergency.
- g. Any and all provisions of this contract may be waived by the Village Manager or his/her designee during a declared national, state, or local emergency.

12. **Suspension:**

Should at any time during the term of this Agreement, including any option terms, the Contractor is in violation of any of the terms and conditions of this Agreement, the Village shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the Village. If the violation is not promptly resolved or is of such serious nature that the Village determines that suspension is not adequate, the Village reserves the right to terminate for cause.

Should at any time during the term of this Agreement, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the Village shall have the right to suspend the Contractor until the outcome of any pending investigation, including trial, should one result. Upon termination of the criminal investigation, if it does not result in criminal charges, the Village at its sole discretion may cancel the Agreement or reinstate the Agreement. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Contractor, the Village in its sole discretion may cancel the Agreement or reinstate the Agreement.

13. **Special Services:**

If additional duties, similar to those contained in the Technical Specifications of this RFP, but not specified are required by the Village, and the Contractor is able to provide those special services; those services may be requested under this Agreement by authorized Village staff. Examples of such special services could be removal of an aircraft from water, or recovery of a large piece of Village equipment from mud.

In such instances, the Village will depend upon the Contractor's experience in such matters, and authorize Contractor to assemble all necessary special equipment and staff including use of subcontractors, to resolve the special or emergency situation. Whenever possible, estimated costs for such special services shall be provided to the Village prior to engaging in work and all costs shall be subject to negotiation. In any such instances the Village reserves the right, time and circumstances permitting to seek the special services elsewhere in accordance with the Village procurement ordinances.

14. **Assignment/Stock Transfer:**

This Agreement shall not be assigned, sold, or transferred unless prior Village written permission is obtained by the Contractor. If the Contractor is a corporation, such corporation shall include a list of its shareholders with its proposal. The Village will reserve the option to terminate the Agreement upon any change in ownership of the corporation's stock.

15. **Non Exclusive Services:**

Nothing contained in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his choice, or requesting his vehicle be towed to a garage location or compound of his choice and not that of the Contractor, unless the disabled vehicle cannot be removed in twenty (20) minutes or less or is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

16. **Benefit from Repairs:**

The Village prefers that the towing franchisee not engage directly or indirectly in the automotive or truck repair, paint and body, salvage, junkyard, or re-cycling business. If the Contractor currently has any interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall so state in his proposal and list the specifics of that interest. The specific circumstances and relationship of the Contractor to these peripheral activities will be reviewed during evaluation of proposer's qualifications and capabilities.

If during the term of the Agreement, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall immediately notify the Village in writing. Failure to do so may result in termination of Agreement.

17. **Complaints and Disputes:**

At all times, Contractor shall conduct its business in a courteous, ethical and orderly manner, and use every means to obtain and keep the confidence of the motoring public. All complaints concerning misconduct on the part of the Contractor or disputes between Village staff and the Contractor will be referred to the Village Manager or his designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the Village Manager or designee shall

be binding upon the parties, and Failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause.

18. **State Sales Taxes:**

Contractor shall be responsible for collecting and transmitting to the proper agency all applicable sales tax in accordance with the latest regulations and revisions to State Statutes.

19. **Required Licensing:**

The Contractor shall at all times be a holder of a general towing and wrecker service license issued by Miami-Dade County, and have current decals issued by Miami-Dade County for all towing vehicles.

The Contractor must also have all necessary State, County, Village, and local licenses and permits as may be required to operate this type of business.

20. **Variances:**

While the Village allows Contractors to take variances on the RFP terms, conditions, and specification, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

21. **Charges for Time at the Scene and Complications:**

Cost of time at the scene, labor or equipment needed shall be included in the basic tow rate. If required, additional charges due to complications at the scene must be justified by Contractor to the Village.

If, and only if such time at the scene consumes more than the time specified in the Miami-Dade County Rate Schedule (Attachment A) will the extra waiting time charge or any fraction thereof be assessed by the Contractor. Assessment of complications charges will be from the time the additional Contractor staff or equipment arrives at the scene and until the vehicle is towed from the scene, or the additional Contractor staff or equipment leaves the scene, whichever occurs first.

The charge for complications shall be all inclusive and include all necessary staff or equipment required to complete the recovery.

**Technical and Operational Requirements**

The Contractor shall be a holder of a general towing and wrecker service license issued by Miami-Dade County, be in good standing currently and such company or business shall have been conducted actively for a minimum of three (3) years.

The Contractor must also have all necessary State, County and local licenses and permits as may be required to operate this type of business.

1. **Response Time:**

The Contractor is to respond (arrive at the scene) within twenty (20) minutes of notice of any time of the day or night with appropriate equipment at the request of the North Bay Village Police Department, or in the case of Village vehicles, by an authorized Village employee.

The Contractor assumes all liability in meeting the twenty (20) minute response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines.

The following penalties shall apply to the Contractor(s) for failure to respond within the required time frame, or other violations within this agreement.

- A. First & Second offense:            Verbal warning
- B. Third Offense:                        A certified letter of warning.
- C. Fourth Offense:                      \$250.00 fine
- D. Fifth offense                            \$500.00 fine or suspension at the Village's option.
- E. Any further offense:                \$1000.00 fine, suspension or termination, at the Village's option

If the Contractor can show extenuating circumstances beyond his control, he may appeal a fine or suspension.

The Contractor is not to hook up or move any vehicle at the scene in any way without first having received instructions from the North Bay Village Police Department or other authorized Village staff member.

In case of abandoned or derelict vehicles, where a Police Department member is not waiting at or on his way to the scene, and the Contractor is so notified, response time shall be within four (4) hours of notice.

2. **Service Call Cancellation:**

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

3. **Ethics and Conduct:**

The Contractor agrees to conduct operations under this Agreement in a courteous, ethical and orderly manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as, but not limited to the following:

- A. Expedite release of the vehicle in accordance with the terms of the Agreement.
- B. Assist the vehicle owner in retrieving documents, from the vehicle, to establish ownership.
- C. Allow the owner to remove the auto tag and any unattached personal possessions.
- D. Explain fully and politely the reason for the tow and all charges levied.
- E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the Village no later than the next business day.

3. **Cone of Silence:**

You are hereby advised that this Request for Proposal No. NBV 2018-001 is subject to the "Cone of Silence" in accordance with Section 38.18 of the North Bay Village Code of Ordinances. Proposer(s) who violates these provisions shall not be considered for this Request for Proposal, in addition to any other applicable penalties.

**§ 38.18 - Cone of Silence.**

- (A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

- a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant; and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefore;
- d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager, and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.



(B) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence.

The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(C) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer(s) shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(D) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer(s) shall render any RFP award, RFQ award or bid award to the bidder or proposer(s) voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

4. **Contractor Personnel:**

Contractor shall have available sufficient qualified personnel for the operation of the equipment and to man the office facilities as required to perform as specified. Contractor shall maintain a State of Florida Department of Motor Vehicles Report on each driver, to be updated annually, and open for inspection by the North Bay Village Police Department.

Each wrecker shall be manned by a driver who must meet the following qualifications:

- (a) Possess a valid license in accordance with Fla. Stat. § 322.
- (b) Shall be familiar with the layout of the Village streets.
- (c) Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver.
- (d) Shall wear a uniform with the name of the company.

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

5. **Equipment Requirements:**

If awarded a contract, the Contractor is to provide the minimum number of wreckers required in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Florida Highway Patrol Wrecker Qualifications and Allocation System. Additional wreckers of a higher class may be substituted to meet the requirements for a lower class vehicle. If additional wreckers in any or all classes are required to handle the volume of tows requested under this Agreement, the Contractor is to provide them at no cost to the Village.

Contractor is required to have access to a 35 ton wrecker. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The Village will be given preference on any call for service.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the Contractor as an emergency vehicle. All towing vehicles must be equipped

with a two-way radio capable of covering all assigned territory and to the Contractor's Compound.

6. **Tow Truck Markings:**

The Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the North Bay Village Police Department, Miami-Dade County, or any police agency.

The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by section 713.78(6), Fla. Stat. and current Miami-Dade County Ordinances.

7. **Radio Communications:**

The Contractor agrees to provide a 2-way communication system. The communication system shall be between the Contractor's base station and all tow and service trucks utilized in providing police service. A citizens band radio does not meet this requirement. Federal Communications Commission guidelines will prevail. The Contractor is required, at all times to have the communication system manned by competent employees.

8. **Storage Facilities:**

The Contractor will maintain a storage garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by him under this contract until such vehicle(s) are claimed by the owner or otherwise disposed of legally.

The Contractor must maintain a Principal Compound of not less than 50 vehicle capacity. Said compound shall be owned or leased by the Contractor and shall be located no further than ten (10) miles from the Village. The compound shall be open and manned for vehicle receipt or release seven (7) days per week from 8:00 a.m. thru 10:00 p.m. Unless picked up by the owner, vehicles towed and/or stored at the discretion of the Village will be held at this location for a minimum of five (5) days until released by the Police Department to permit Police Personnel convenient access to such vehicles.

A. **Crime Scene Storage**

The Crime Scene Storage Area must have:

1. Telephone, rest room facilities and workspaces such as desk, phone, etc.
2. A physical plant bearing the name and mailing address clearly painted or a sign on the front of the building.
3. Separation from any other business or enterprise.
4. Must be accessible 24 hours per day, 7 days per week.
5. There must be 24 hour radio communication, which is manned 7 days per week. Phone answering services are not permitted.

B. Crime Scene Storage

1. A separate storage facility for vehicles which have been marked "HOLD" by the Village's Police Department relative to a criminal investigation.
2. Any vehicle towed and stored as a result of the marked "HOLD" shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.
3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent or by storage in a covered facility.
4. If laboratory/forensic work on a "HOLD" (or otherwise determined) vehicle must be processed at another location, the vehicle shall be transported at no charge to the Village.

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

All Contractor storage facilities shall be subject to inspection and must be approved by the Village prior to the award of a contract. Storage facilities shall also be subjected to periodic inspection when deemed necessary by the Police Department or other authorized Village personnel during the life of this Agreement. Any discrepancies, in the sole opinion of the Village, shall be submitted in writing to the Contractor, and ten (10) calendar days shall be allowed for the Contractor to correct the discrepancies to the satisfaction of the Village.

10. **Protection of Vehicles and Property:**

The Contractor's liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The Contractor will have his employee, representative or agent, review the Vehicle Storage Receipt (Tow Slip) jointly with a Police Department member or owner or possessor of the vehicle for each vehicle he is directed to tow. Such Tow Slip shall be provided by the Police Department. One copy shall be maintained by the Contractor as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle; and one copy will be retained by the Police Department.

The Vehicle Storage Receipt shall contain the following information:

- A. Make of vehicle and type.
- B. License number and VIN number.
- C. A list of all personal property contained in the vehicle to be towed.
- D. General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.
- E. Any extra waiting time or complications charges authorized by the officer at the scene.

In the event a Police Department member is not at the scene, the report shall be signed by the Contractor and immediately delivered to the Police Department.

No vehicle will be removed from the scene until the Vehicle Storage Receipt has been completed and signed.

The Contractor shall bear sole liability and responsibility for all personal property in any vehicle towed under the authority of this Agreement. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the Police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the Police investigator.

The Contractor shall be responsible for the safekeeping of and shall be accountable for all personal property and vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor.

Personal property contained in vehicle(s) which are removed and stored by the Contractor shall **NOT** be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

11. **Releases:**

The Contractor shall directly and expeditiously release any vehicle, which has **NOT** been marked "HOLD" providing the proper proof of identification, and ownership is presented. Any vehicle towed, which is marked "HOLD" **cannot** be released without written authority from the North Bay Village Police Department. The Contractor shall release any vehicle towed at the request of the Police Department only to the person whose name appears on the title or registration certificate or to the authorized agent of such person.

12. **Owner Notification:**

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Fla. Stat. § 713. The Contractor agrees to maintain a log at the place of business listing date, time, and method of notification.

13. **Abandoned and Derelict Vehicles:**

The Contractor may dispose of equipment to compensate for towing and storage charges after all responsibilities called for, in accordance with Florida Statutes, have been adhered to. Records must be maintained which state towing, storage and salvage compensation for Village audit purposes.

14. **Cleanup:**

The Contractor, when towing vehicle(s) from the scene of a crash will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the crash. The cost of such crash cleanup shall be included in the basic towing rate and no separate charge made to the Village or vehicle owner.

15. **Disposal of Vehicles:**

Should Contractor, as a result of this Agreement have in his possession any vehicle or personal property for a period in excess of forty-five (45) calendar days, Contractor must contact the North Bay Village Police Department and provide notice of same. Should the Contractor be ordered to relinquish such vehicle or personal property to the North Bay Village Police Department, the Contractor agrees to immediately do so. The Police Department agrees that no vehicles will be released without the satisfaction of charges relating to all tow, recovery and storage fees in accordance with this contract.

16. **Posting and Providing Approved Towing Rates:**

Contractor shall prominently post, near the cashier's location, a current list of all towing and storage rates approved as a result of this contract. A rate card containing these current rates shall also be available for owners review in each towing vehicle.

17. **Invoices:**

The Contractor shall provide a separate invoice for each and every towing service provided under this contract. The basic information contained in the invoice shall include, but not be limited to the following:

1. Date of service call.
2. Service call number assigned by North Bay Village Police Department.
3. Location where tow originated and destination.
4. Vehicle VIN number.
5. Vehicle make and model.
6. Vehicle license number.
7. Drivers name and I.D. number.
8. Reason for the tow such as: crash, parking, road blockage, traffic impediment, Village vehicle, confiscated, abandoned/derelict, etc.
9. Breakdown of all towing, recovery, and storage charges.

On the back of the page of the invoice that is provided as a receipt, or attached on a separate sheet, when the owner (or their authorized representative) pays for and picks up the vehicle, the following information will be legibly printed or stamped:

1. A police department statement concerning rates, policies, and procedures provided by the Village.
2. A list of all approved rates.
3. Village telephone numbers for questions or complaints, regarding the towing services.

The type, font, size and content of this information are subject to Village approval.

18. **Form of Compensation:**

The Contractor agrees to accept the following forms of payment at their facilities and in the field: cash, at least one major credit card, any commercial business check, and travelers check.

19. **Contractor Files/Audit:**

Contractor shall maintain at his Principal Compound, or central offices, files which include but are not limited to the following:

1. A vehicle storage receipt for each vehicle impounded under the Agreement (receipt must include the final disposition of the vehicle).
2. A copy of all paid invoices.
3. A log of calls for service.
4. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle.
5. A log containing all vehicles, which have remained unclaimed for thirty (30) days or more.

Contractor agrees to maintain all files directly related to the Agreement for a minimum of ten (10) years and to make those files available to the Village (or their designee) for Inspection.

20. **Reports:**

Contractor shall submit to the North Bay Village Police Department by the 10<sup>th</sup> of each month, for the previous month, the below listed reports. The form of the reports may be determined by the Contractor, but are subject to the needs and approval of the Village:

- a. Towing Activity Report to include each and every tow.



1. Date of tow.
2. Service call number assigned by the North Bay Village Police Department.
3. Type of tow such as crash, parking, abandoned vehicle, Village vehicle, etc.
4. Location of where vehicles were towed from
5. Vehicle make.
6. Tag/license plate.
7. Vehicle owner's name.

b. Vehicle Release Report to include:

1. All information contained in the Towing Activity Report.
2. Date vehicle released or disposed of
3. Method of disposition such as: release to owner, release to Village, auction, salvage, junked, etc.
4. A complete breakdown of all towing charges with a total including sales taxes and detailing fees paid to the Village.

## **7.0 PROCEDURE FOR REVIEW**

A Selection Committee may be established to review and evaluate all proposals submitted in response to this RFP. A three member committee may be appointed by the Village Manager. This committee shall be comprised of two Village employees and one Village resident. The Committee shall conduct an evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will review and rank each proposal for compliance with the technical qualifications, mandatory requirements and proposed fees and expenses of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The Village may interview the Proposers, but the Village reserves the right to forego interviews of Proposers.

The Village reserves the right to reject any and all proposals and to waive any irregularities in the proposal. The Village further reserves the right to seek new proposals when it is in the best interest of the Village to do so.

## **8.0 EVALUATION OF PROPOSALS**

Award shall be made to the responsible Proposers whose proposals are determined to be the most advantageous to the Village, taking into consideration the evaluation factors set forth below.

**Mandatory Requirements will be used in determining whether Proposer(s) is/are responsive to the RFP but will not be used as an evaluation criterion:**

- A. The Proposer(s) is/are licensed to practice in Miami-Dade County and the State of Florida.
- B. The Proposer(s) has/have no conflict of interest with regard to any other work performed by the Proposer(s) for the Village
- C. The firm adheres to the instructions in the RFP on preparing and submitting the proposal.

### **Technical Qualifications:**

- A. Proposers past experience and performance on comparable engagements (Max. 40 points).
- B. Proposer's with an office located within Miami-Dade, Broward, Palm Beach or Monroe County (Max. 20 points) – Copy of County Local Business Tax Receipt.

### **Fees:**

- A. Proposer's fees (Max. 40 points).

## **9.0 ADDITIONAL INFORMATION/CLARIFICATIONS**

Information provided by the Village is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the Village is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of Proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is required, please contact Village Clerk Yvonne Hamilton, North Bay Village, Florida via email: [Yvonne.hamilton@nbvillage.com](mailto:Yvonne.hamilton@nbvillage.com) no later than March 12, 2018 at 4:00 p.m.

## **10.0 INFORMATION REQUIRED OF PROPOSER(S)**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

- A.** Proposal Format:  
Proposal shall be in the following order:  
Title Page, Table of Contents, Letter of Transmittal, Proposal Certificate, Detailed Proposal, General Information, Specific Information, Technical Information, and References
- B.** Title Page:  
Name of Proposer's company/corporation, address, telephone number, e-mail address, name of person which will handle Village's account, date, and the subject "VEHICLE TOWING SERVICES"
- C.** Letter of Transmittal:  
Limit to one or two pages. Briefly state the Proposer's positive commitment, understanding of the work to be performed and a commitment to perform the work within time restraints.
- D.** General Information:
  - 1. Supply Proposer's legal name, type of entity, federal ID number, headquarters address, local office addresses, state of incorporation, and key firm contact names, phone numbers and e-mail addresses.
  - 2. Is the Proposer(s) legally authorized, pursuant to the requirements of the Florida Statutes, to do business in the State of Florida?
  - 3. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer(s), its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past seven (7) years. Include in the description the disposition of each such petition.
  - 4. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer(s), its predecessor

organization(s), or any wholly owned subsidiary during the last five (5) years.

The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

5. List and describe all criminal proceedings or hearings in which the Proposer(s), its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

6. Has the Proposer(s), its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

7. Has Proposer(s) ever failed to complete any work awarded to it? If so, where and why?

8. Has Proposer(s) ever been terminated from a contract? If so, where and why?

**E. Specific Information:**

List and describe the number and type of personnel who will perform the work, and licenses or certification and equipment to be utilized.

**F. Insurance Requirements:**

Proposers must submit with their proposal, proof of insurance meeting or exceeding the following requirements.

- Workers' Compensation Insurance – as required by law.
- Employer's Liability Insurance - \$500,000 per occurrence
- Automobile Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 per accident for bodily injury and \$1,000,000 per accident for property damage.

The successful Proposer(s) must submit, prior to signing of Agreement, a Certificate of Insurance naming North Bay Village as an additional insured.

## **11.0 PROHIBITION OF INTEREST**

No contract will be awarded to a Proposer(s) who has/have Village elected officials, officers or employees affiliated with it, unless the Proposer(s) has/have fully complied with current Florida State Statutes and Village Charter and Code relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the bidder and may result in removal from the vendor bid list(s).

## **12.0 FLORIDA PUBLIC RECORDS ACT**

All material submitted regarding this RFP becomes the property of the Village. Proposals may be reviewed by any person 30 days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the Village. The Village has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

## **PROPOSER'S CERTIFICATION**

**I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.**

**I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 90 days following the opening in order to allow the North Bay Village adequate time to evaluate the proposals.**

**I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.**

**I further certify under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the North Bay Village or any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.**

**I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.**

I certify that I have reviewed the entire contents of this RFP. I further agree that I have reviewed, am aware of and will otherwise comply with all city ordinances, state and federal laws in the performance of the services outlined in the Request for Proposal.

\_\_\_\_\_  
Name of Business

BY: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 2018.

By: \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification.

Signature

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Notary Public

Mailing Address

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

Notary Seal:

( ) \_\_\_\_\_  
Telephone

( ) \_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Number Email Address

**AFFIDAVIT FOR CORPORATION**

---

---

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_,  
is \_\_\_\_\_ (title) of the  
\_\_\_\_\_ (corporation described  
herein) being duly sworn, deposes and says that he/she is familiar with the  
books or the said corporation showing its financial position; that the  
foregoing statements are a true and accurate statement of the financial  
position of said corporation as of the date hereof; and that the statements and  
answers to questions of the foregoing experience questionnaire are correct  
and true as of the date of this affidavit; and that he/she understands that  
intentional inclusion of false, deceptive or fraudulent statements on this  
application constitutes fraud; and that the North Bay Village considers such  
action on the part of the applicant to constitute good cause for denial,  
suspension or revocation of a existing work, future contracts or contracts  
being performed by the Contractor for the North Bay Village.

\_\_\_\_\_  
(Officer must also sign here)

Sworn to me before this \_\_\_\_\_ day of 2018,  
by \_\_\_\_\_ (name of affiant). He/she is personally known  
to me or has produced \_\_\_\_\_ (type of identification) as  
identification.

\_\_\_\_\_  
(Notary)

SEAL



**AFFIDAVIT FOR INDIVIDUAL**

---

---

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the foregoing financial statements are a true and accurate statement of his/her financial position as of the date thereof; and that the answers to the questions contained therein are true; and, that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and that the North Bay Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work or future contracts or contracts being performed by the Contractor for the North Bay Village, Florida.

\_\_\_\_\_  
(Applicant)

Sworn to me before this \_\_\_\_\_ day of 2018, by \_\_\_\_\_ (name of affiant). He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Notary)

**SEAL**

**AFFIDAVIT FOR CO-PARTNERSHIP**

---

---

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ is a member of the firm of \_\_\_\_\_, being duly sworn deposes and says that the foregoing financial statements are a true and accurate statement of the financial position of said firm as of the date thereof; and that the answers to the questions contained therein are true; and that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and that he/she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud; and that the North Bay Village considers such action on the part of the applicant to constitute good cause for denial for bidding on Village projects or the suspension or revocation of existing work, future work or contracts being performed by the Contractor for the North Bay Village, Florida.

\_\_\_\_\_  
(Member of Firm)

Sworn to me before this \_\_\_\_\_ day of 2018, by \_\_\_\_\_ (name of affiant). He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
(Notary)

SEAL

## ATTACHMENTS

### **Attachment A:**

Miami-Dade County Towing Ordinance, Sec. 30-476 - Maximum immobilization, nonconsent towing and storage rates for providing immobilization or tow services at the request of property owners or police agencies.

### **Attachment B.**

North Bay Village Policy 124.0 – Towed Vehicles, Vessels, Aircraft.

# ATTACHMENT A

## Miami-Dade County Towing Ordinance

Sec. 30-476. - Maximum immobilization, nonconsent towing and storage rates for providing immobilization or tow services at the request of property owners or police agencies.

- (a) The Commission shall by ordinance or resolution, establish maximum rates for providing immobilization, recovery, nonconsent towing, removal and storage services at the request of a police agency, or a property owner or authorized representative, without the prior consent of the vehicle owner or other authorized person in control of the vehicle. The rates established shall be uniform throughout Miami-Dade County, both in incorporated and unincorporated areas, except where municipalities pursuant to Sections 125.0103 and 166.043, Florida Statutes, have established differing maximum rates for their jurisdictions. From time to time, the maximum rates established by the Commission may be altered, revised, increased or decreased.
- (b) Persons who provide nonconsent towing services shall not charge in excess of the maximum allowable rates established by the Commission. No person providing services pursuant to this section shall charge any type of fee other than the fees for which the Commission has established specific rates.
- (c) In addition to the maximum rates that may be charged by persons providing services pursuant to this section, the County shall charge an administrative fee of \$15 for each vehicle that is recovered, towed, removed, or stored at the request of the Miami-Dade County Police Department. Any administrative fee charged and collected on behalf of the County by a person providing services at the County's request is hereby ratified and confirmed. All administrative fees, as described above, imposed before the effective date of this ordinance are ratified, validated, and confirmed in all respects, from the date any such fee was charged, billed, or collected.
- (d) The maximum rates for providing immobilization, recovery, nonconsent towing, removal and storage services at the request of a police agency, or a property owner or authorized representative, without the prior consent of the vehicle owner or other authorized person in control of the vehicle are as follows:
  1. Private Property Trespass Tows — Set forth below are the maximum rates for providing recovery, towing and removal services at the request of a property owner or his or her authorized representative without the prior consent of the vehicle owner or other authorized person in control of the vehicle:
    - a. Class "A" Vehicle Tow:
      - i. Maximum Rate ..... \$101.00
      - ii. Rate if released on scene ..... 50.50
      - iii. No ancillary fees are authorized.
    - b. Class "B" Vehicle Towed:
      - i. Maximum Rate ..... \$165.00
      - ii. Per towed mile after 5 miles ..... 3.50
      - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter ..... 41.25
    - c. Class "C" Vehicle Towed:
      - i. Maximum Rate ..... \$235.00
      - ii. Per towed mile after 5 miles ..... 4.50
      - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter ..... 58.75
    - d. Class "D" Vehicle Towed:
      - i. Maximum Rate ..... \$300.00
      - ii. Per towed mile after 5 miles ..... 5.50

# ATTACHMENT A

- iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter ..... 75.00
- e. Administrative Fee
  - i. After first 24 hours ..... \$30.00 Per Vehicle
  - ii. All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees will be in addition to the preceding paragraph.
- f. Storage Rates: The following rates shall be set for the storage of vehicles. However, pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.
  - a. Inside Storage
    - i. Cars and vehicle/trailer 0—20 feet ..... \$25.00 Per Day
    - ii. Any vehicle/trailer over 20 feet ..... 40.00 Per Day
    - iii. Motorcycles and scooters ..... 12.00 Per Day
  - b. Outside Storage
    - i. Cars and vehicle/trailer 0—20 feet ..... \$20.00 Per Day
    - ii. Any vehicle/trailer over 20 feet ..... 35.00 Per Day
    - iii. Motorcycles and scooters ..... 10.00 Per Day
- 2. Tows Directed or Performed by Government Agencies — Set forth below are the maximum rates for providing recovery, towing and removal services for all government agency tows without the prior consent of the vehicle owner or a duly authorized driver of the vehicle including, but not limited to, those performed at the request of a police agency:
  - a. Class A Vehicle Towed:
    - i. Tow Rate (hook up and 1<sup>st</sup> ½ hour at scene) ..... \$116.00
    - ii. Per Towed Mile after first 5 miles ..... 3.45
    - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter ..... 29.00
  - b. Class B Vehicle Towed:
    - i. Tow Rate (hookup and 1<sup>st</sup> ½ hour at scene) ..... \$190.00
    - ii. Per Towed Mile after first 5 miles ..... 4.00
    - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter ..... 47.50
  - c. Class C Vehicle Towed:
    - i. Tow Rate (hook up and 1<sup>st</sup> ½ hour at scene) ..... \$270.00
    - ii. Per Towed Mile after first 5 miles ..... 5.18
    - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter ..... 67.50
  - d. Class D Vehicle Towed:
    - i. Tow Rate (hook up and 1<sup>st</sup> ½ hour at scene) ..... \$345.00
    - ii. Per Towed Mile after First 5 miles ..... 6.33
    - iii. Extra Labor/Waiting time at scene (after first ½ hour) per ¼ hour thereafter ..... 86.25
  - e. Administrative Fee:
    - i. After first 24 hours ..... \$35.00 Per Vehicle


# ATTACHMENT A

- ii. All actual fees imposed by a state for obtaining pertinent ownership information, actual postage fees, and advertising fees will be in addition to the preceding paragraph.
- f. Storage Rates: The following rates shall be set for the storage of vehicles. However, pursuant to Section 713.78 (2), Florida Statutes, no storage fee shall be charged if the vehicle is stored for less than six (6) hours.
  - a. Inside Storage
    - i. Cars and vehicle/trailer 0—20 feet ..... \$31.00 Per Day
    - ii. Any vehicle/trailer over 20 feet ..... 50.00 Per Day
    - iii. Motorcycles and scooters ..... 15.00 Per Day
  - b. Outside Storage
    - i. Cars and vehicle/trailer 0—20 feet ..... \$25.00 Per Day
    - ii. Any vehicle/trailer over 20 feet ..... 44.00 Per Day
    - iii. Motorcycles and scooters ..... 12.50 Per Day
- 3. Miscellaneous other Charges Applicable to Classes "A," "B", "C" and "D" above:
  - a. Lowboy Services:
    - i. Tow rate (hook-up and first ½ hour at scene) ..... \$270.00
    - ii. Per towed mile after first miles ..... 5.18
    - iii. Extra labor/waiting time at scene (after first ½ hour) per ¼ hour thereafter ..... 67.50
  - b. Dollies
    - Class "A" (except Private Property Tows) ..... \$40.00 per job
  - c. Underwater Recovery Salvage Divers
    - i. For first hour/per diver ..... \$143.75
    - ii. Each additional ¼ hour (after first hour) ..... 36.25
- 4. Other Rates: No rates other than those listed herein will be levied against the vehicle owner or authorized representative for Class "A" and "B" towing and recovery. For Class "C" and "D" specialized recovery, the towing company's prevailing rates will apply. Examples of this service include, but are not limited to hazardous material recovery, aircraft recovery, and air cushion recovery.
- 5. Removal of Immobilization or Booting Device:
  - a. Removal rate ..... \$65.00
  - b. Removal rate where immobilization or booting device operator is still at scene ..... 32.50
- 6. Inflation Adjustments: All fees referenced in Sections (d)2. and (d)3. above shall be increased annually by the annual percentage change in the Consumer Price Index (CPI) or by three percent (3%), whichever is less.

(Ord. No. 89-67, § 1, 7-11-89; Ord. No. 93-130, § 1, 11-16-93; Ord. No. 99-70, § 1, 6-22-99; Ord. No. 03-165, § 1, 7-22-03; Ord. No. 03-176, § 1, 7-22-03; Ord. No. 16-59, § 2, 6-7-16)

**Annotation—** AO of 5-3-88.

# ATTACHMENT B

<b>POLICY 124.0</b>	<b>TOWED VEHICLES, VESSELS, AIRCRAFT</b>	
	REVISED: <b>02/2006</b>	RELATED POLICIES:
	CFA STANDARDS:	

**A. PURPOSE:**

The purpose of this policy is to establish procedures for the towing of vehicles, vessels, and aircraft. The proper placement and release of vehicle, vessel or aircraft holds, and to assure proper owner notifications when holds are released.

**B. POLICY:**

It is the policy of the North Bay Village Police Department that, when necessary, motor vehicles are towed in accordance with Florida State Statute and City Ordinance. It is also the policy of the North Bay Village Police Department to assure that towed vehicles, vessels and aircraft that their contents are safeguarded and properly documented.

**C. TOW REQUESTS**

1. When a member requests a tow via dispatch, the dispatcher will indicate remarks of the date and time the tow company was notified of the request.
2. When the tow company arrives on the scene, the requesting member will notify the dispatcher of the arrival and the dispatcher will indicate the date and time the tow company arrived on the scene.

**D. TOW SLIPS**

1. Tow Slips
  - a. The Officer shall remain with the vehicle, vessel or aircraft until the wrecker arrives.
  - b. The Officer shall supply his own tow slip, wrecker drivers are not required to carry them.
  - c. It is extremely important that the V.I.N. be accurately entered on the tow form.
  - d. Complete the entire Tow Slip form and document the following information:

Time;

# ATTACHMENT B

Date;

Location;

Requesting member and ID #;

Reason for removal or tow;

Towing service;

Location of the vehicle, vessel or aircraft; and

Notification (or attempts) of registered owner; and

Documented inventory of contents.

## Crime Scene Vehicles/Evidence

Any vehicle, vessel, or aircraft that is identified as a crime scene and must be towed for investigative purposes shall be held as evidence and not be charged a towing or storage fee. Members towing vehicles, vessels or aircraft as evidence must conspicuously mark the tow slip "Evidence." Upon the completion of the investigation, the hold shall be released and storage fees commence to the registered owner of the vehicle, vessel or aircraft.

## 2. Vehicle, Vessel or Aircraft Inventories

- a. In the course of duty on a day-to-day basis, it is necessary for the protection of the Officer and the Department to inventory vehicles, vessels or aircraft being towed and/or stored. Vehicles, vessels or aircraft which are towed as a result of an accident, abandonment, seizure, incident to an arrest or otherwise detained in storage and not in the possession of the owner become the responsibility of the impounding Officer. The Officer is liable for the vehicle, vessel or aircraft its parts and contents. The contents of the vehicle, vessel or aircraft include, but are not limited to, all packages and containers located within the passenger compartment, the trunk or any other secured area of the vehicle (i.e., glove box, console, under seat, etc.) To insure that liability does not attach for property located within any vehicle, vessel or aircraft or any package/container, the contents of said vehicle or package/container, whether locked, opened or closed, shall be ascertained and inventoried.
- b. Vehicle vessel or aircraft inventories are to be done jointly by the Officer and wrecker driver. The tow truck driver is to sign the inventory and the top copy turned in to Records.
- c. All items shall be listed on the inventory under "Unusual Accessories." If more space is needed, use the narrative section of the form. (Note: each



# ATTACHMENT B

individual item need not be inventoried, i.e., toolbox with miscellaneous tools, or suitcase with clothing, etc.)

- d. The offense report shall list all items seized from the vehicle, vessel or aircraft as evidence. Any items of questionable ownership shall be placed into Evidence for release upon proof of ownership.
  - e. All items of value seized from the vehicle, vessel or aircraft shall be placed into Evidence for safekeeping and returned upon proof of ownership.
3. Holds
- a. All holds must be approved by a supervisor.
  - b. When a "hold" is placed on a vehicle, vessel or aircraft the Officer shall indicate the specific reason for the "hold". If another Officer/Detective requests a "hold", the name of the person making the request shall be included in the report. When a "hold" is placed on behalf of another Officer, the Investigating Officer shall insure that a copy of the offense report is immediately forwarded to the Operations Bureau.
  - c. A "hold" on a vehicle may be released by:
    - (1). The arresting or impounding Officer.
    - (2). Supervisory personnel.
    - (3). The Detective Bureau
  - d. Holds will automatically be released after five calendar days, excluding holidays and weekends, unless a written hold extension is requested by the an officer to the wrecker operator. §323.001(1)(2) Fla. Statute.
  - e. It is the responsibility of the individual who releases the hold to notify the owner that the hold has been released. A supplement to the original case will be prepared indicating the name, address and date of birth of the person notified, including the time and date notified. When circumstances prohibit verbal or in person notification a Notification of Hold Release will be sent to the registered owner of the vehicle by return receipt certified mail. The Officer handling the case will ensure that the Notification of Hold Release is completed. A copy of the Notification of Hold Release shall be included with the case supplement.
  - f. When a vehicle, vessel or aircraft is towed as a result of police activity such as an accident investigation or an arrest, AND the OWNER of the vehicle, vessel or aircraft is not present, the investigator will attempt to notify the owner of the location of the vehicle, vessel or aircraft. Details of such notification will be included in the narrative of the police report.

# ATTACHMENT B

## NORTH BAY VILLAGE POLICE DEPARTMENT

### NOTIFICATION OF HOLD RELEASE

DATE \_\_\_/\_\_\_/\_\_\_

CASE NUMBER \_\_\_\_\_

Registered Owner \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

This is to inform you that the hold on your vehicle, vessel or aircraft has been removed.

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

Tag Number \_\_\_\_\_ VIN Number \_\_\_\_\_

Please contact the towing company listed below.

MIDTOWN TOWING  
551 Northwest 72 Street  
305-754-1450

They will provide you with information of how to retrieve your vehicle.

Thank you for your cooperation,

Name \_\_\_\_\_ ID \_\_\_\_\_

City of North Bay Village Police Department

7903 East Drive

North Bay Village, FL 33141

305-758-2626