

**TOWN OF LADY LAKE  
REQUEST FOR PROPOSALS  
RFP NO. 2012-0004**

**Project Title: Towing and Vehicle Recovery Services for the Town of Lady Lake**

Department:	Police Department
Contact Person:	Nancy Slaton, Deputy Town Clerk
Address:	409 Fennell Blvd., Lady Lake FL 32159
Telephone:	(352) 751-1501
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Submittal Date:	<b>September 7, 2012</b>
Submittal Time:	<b>10:00 a. m.</b>

**GENERAL INFORMATION**

The Town of Lady Lake is advertising this Request for Proposals (hereafter “RFP”) for interested parties that are qualified and experienced to provide contracted towing and vehicle recovery services for the Town of Lady Lake as described in Scope of Services below.

This RFP is for the purpose of selecting a firm(s) to be engaged on a contractual basis for the services stated above. The winning bidder shall pay the Town a five thousand dollar (\$5,000.00) Franchise Fee annually in consideration for the franchise.

Interested parties may secure a copy of the RFP documents from Nancy Slaton, Deputy Town Clerk at Lady Lake Town Hall, 409 Fennell Blvd., Lady Lake FL 32159, or by calling (352) 751-1501, or via e-mail at [nslaton@ladylake.org](mailto:nslaton@ladylake.org). Copies are also available on DemandStar or by accessing the Town of Lady Lake website.

**REQUEST FOR QUALIFICATIONS**

All Proposals **MUST** be in a sealed envelope/box and clearly marked in the lower left corner: “**RFP NO. 2012-0004: LADY LAKE TOWING AND VEHICLE RECOVERY SERVICES**” and shall be sent to the following address only:

**Kris Kollgaard, Town Manager/Town Clerk**  
**Lady Lake Town Hall**  
**409 Fennell Blvd.**  
**Lady Lake FL 32159**

All Proposals must be received in the Office of the Town Clerk by **10:00 a.m. (EST) on September 7, 2012** at which time they will be publicly opened and read in the Town Hall Commission Chambers located at 409 Fennell Blvd., Lady Lake, Florida. Proposals will not be accepted after that date and time under **any** circumstances. **ONE (1) Original** and **THREE (3)**

**copies** of the Proposal must be submitted. Proposal openings are open to the public. All Proposers and their representatives are invited to be present. Any responses received by the Purchasing Agent after the due date and time specified in this RFP will not be considered and will be returned unopened. Any Proposal or copies that are sent to any other address may be refused and sent back to the Proposer unopened. Proposals must be **typed** or **printed in ink**. Use of erasable ink is not permitted. All Proposals must contain a manual signature of the authorized representative.

The Town of Lady Lake will not be liable for any cost incurred in the preparation of these Proposals. All Proposals received from Proposers in response to this RFP will become property of the Town and will not be returned to the Proposer. In the event of a Contract Award, all documentation produced as part of the Contract shall become the exclusive property of the Town. Responses to this RFP upon receipt by the Town will become a public record subject to the provisions of Chapter 119 F.S. Florida Public Records Law.

### **SCOPE OF SERVICES**

The following work and services are presented as an indication of the work that will be required under the continuing contract, but may not necessarily be all inclusive of work under this contract:

- 1) Provide towing and vehicle recovery services for the Town which may include but are not limited to:
  - a) Removal of wrecked, abandoned, impounded or disabled vehicles upon request of an authorized Town representative.
  - b) Storage of wrecked abandoned, impounded or disabled vehicles towed upon request of an authorized Town representative.
- 2) Provide satisfactory traffic crash debris cleanup.
- 3) Must possess sufficient equipment to complete towing/impoundment assignments to include:
  - a) Passenger vehicles
  - b) Motorcycles
  - c) Golf carts / Low speed vehicles
  - d) Motor homes
  - e) Utility trailers
  - f) Commercial trucks
  - g) Vessels
  - h) Aircraft
- 4) Change flat tires/jump start Town police vehicles.
- 5) Provide motor vehicle lock-out service (public referral)
- 6) Must post a performance bond in the amount of five hundred dollars (\$500.00) to be held in escrow by the Town to ensure performance compliance.
- 7) Vendor shall not exceed the schedule of rates for items listed. (**See attached Exhibit "A"**)
- 8) Proof of liability insurance must be provided.

## **EMPLOYEE LIST**

All proposals must include a complete listing of all individuals employed by the firm who will be responsible for performing work under the proposal. The Town shall be authorized to perform a background check of all such employees to determine whether any employees of the firm pose a public safety or security threat or otherwise place the Town at risk, as determined by the Town. Failure to provide an employee list shall disqualify the firm for consideration under the RFP. In the event of Contract Award, the firm will be required during the term of the Contract to update the list and provide the same to the Town immediately upon hiring new employees who will be responsible for performing work under the Contract so that background checks may be performed by the Town. In the event the Town determines that a new employee of the firm poses a public safety or security threat or otherwise places the Town at risk, the firm shall restrict said employee from performing work under the contract.

## **LIMITATION OF LIABILITY**

In the event of a Contract Award, the firm shall be required to indemnify and hold harmless the Town from and against any and all liability, penalties, fines, forfeitures, demands, claims, causes of actions, suits, and costs and expenses incidental thereto (including reasonable attorneys' fees actually incurred) directly arising out of or in connection with the firms' performance under the Contract in as far as such liability is caused by the negligence or willful misconduct of the firm and/or its employees.

## **STANDARD OF CARE:**

In the event of a Contract Award, the firm shall warrant that the services performed under the Contract shall be performed in accordance with established industry standards, the terms of the Contract, and all applicable existing federal, state and local laws and regulations.

## **INSURANCE:**

In the event of a Contract Award, the firm shall maintain Worker's Compensation Insurance at statutory limits. The firm shall be responsible for insuring, at its own expense, against claims resulting from the firm's performance under the the Contract for errors and omissions, personal injury, loss of life, and property damage, under a policy of liability insurance, with limits of at least \$1,000,000. All such policies shall be issued by insurers of recognized responsibility satisfactory to the Town. If requested, the firm shall furnish the Town with duly executed certificates showing that such insurance is in full force and effect and providing for 30 days notice to the Town prior to cancellation or termination of any policy.

## **PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Any firm submitting a proposal in response to this BID must indicate it has not been placed on the convicted vendor list following a conviction of public entity crimes.

## **CONFLICT OF INTEREST**

Disclosure of any conflict of interest due to any other clients, contracts or property interests for this project only. Include a statement certifying that no member of your firm-ownership management or staff has a vested interest in any aspect or department of the Town of Lady Lake.

## **NO GUARANTEE SERVICES WILL BE REQUESTED**

The Town may award multiple bidders work. There is no guarantee that any services will be requested or needed even if the Town accepts your proposal.

**The award of the contract will be based on certain objective and subjective considerations as listed below:**

### **MANDATORY ELEMENTS**

**0-25 points**

- Must be legally licensed to provide towing service in Florida.
- Schedule of rates submitted does not exceed Exhibit A and the competitiveness of the rates.
- The firm has no conflict of interest with regard to any other work performed by the for the Town.
- The firm adheres to all the instructions in this Request for Proposals preparing and submitting the proposal.
- Affidavit of Public Entity Crimes.

**Any proposal that does not contain the mandatory elements will be rejected.**

**ABILITY OF PERSONNEL**

**0-25 points**

- The quality of the firm’s professional personnel and the quality of the firm’s management.
- References – current and past performance of the proposing firm in providing directly related services of equal magnitude and complexity.

**EXPERIENCE**

**0-25 points**

- The firm’s experience in similar employment in Florida and quality of work performed.
- Detailed explanation and final disposition of any and all disputes arising from the performance of towing services by the proposer for the past five years.

**ABILITY TO FURNISH REQUIRED SERVICES**

**0-25 points**

- Current workload, general approach to towing and vehicle recovery services.
- Condition of equipment and facilities.
- Number of full time staff assigned to this contract.

**Total points available**

**100 points**

**EXHIBIT “A”**

**TOWING AND VEHICLE RECOVERY RATE STRUCTURE**

**CLASS A WRECKERS (INCLUDING ROLL-BACK OR SLIDE-BACK CARRIERS)**

Base Rate (includes first 15 miles after initial hook-up)	\$120.00
Mileage Rate (after initial 15 miles)	\$4.00
Hourly Rate (for waiting or working time on scene after the first 30 minutes. Billed by ¼ hour)	\$120.00

**CLASS B WRECKERS**

Base Rate (includes first 15 miles after initial hook-up)	\$300.00
Mileage Rate (after initial 15 miles)	\$5.00
Hourly Rate (for waiting or working time on scene after the first 30 minutes. Billed by ¼ hour)	\$300.00

**CLASS C WRECKERS**

Base Rate (includes first 15 miles after initial hook-up)	\$500.00
Mileage Rate (after initial 15 miles)	\$6.00
Hourly Rate (for waiting or working time on scene after the first 30 minutes. Billed by ¼ hour)	\$500.00

**CLASS D WRECKERS**

Base Rate (includes first 15 miles after initial hook-up)	\$650.00
Mileage Rate (after initial 15 miles)	\$7.50
Hourly Rate (for waiting or working time on scene after first 30 minutes. Billed by ¼ hour)	\$650.00

**SEPARATE CHARGES (HOURLY RATE BILLED BY ¼ HOUR)**

A. Removal of drive shaft	Hourly rate
B. Air hook-up	Hourly rate
C. Remove / pull axle	Hourly rate

D. Remove bumper	Hourly rate
E. Remove air foils	Hourly rate
F. Landoll trailer/semi, roll-back, or drop-back trailer or truck	Hourly rate
G. Air bags (per hour rate/4 hour minimum/ \$2000 maximum)	\$500.00
H. Extra manpower – per man hour charge	Laborer \$50.00 Certified \$75.00

DAILY STORAGE FOR CLASS A SERVICE

Inside Storage – per day rate \$35.00

Outside Storage – per day rate \$25.00

DAILY STORAGE FOR CLASS B AND CLASS C SERVICE

\$15.00 for first 20 feet, \$1.00 per foot, thereafter maximum \$40.00 per day

MOTOR VEHICLE LOCK-OUT REFERRAL SERVICE

\$35.00 per vehicle

PROPERTY RETRIVAL

An owner of a vehicle shall be allowed to remove personal unattached property from their vehicle on a one time only basis at no additional charge. An additional charge of twenty dollars may be assessed for each subsequent request to remove personal unattached property. No other charges may be imposed.