



BID #420-2018-01
Towing/Wrecker Service

Date of Issue:
December 26, 2017

Bids Due:
Tuesday January 23, 2018 at 2:00 pm
Public Works Administration
1827 Fennell Street
Maitland, Florida 32751

REQUIRED INFORMATION

Please provide the following information to mreggentin@itsmymaitland.com for City use should an Addendum be necessary:

Contractor: _____

Contact Person: _____

E-mail Address: _____

Fax Number: _____

Telephone Number: _____

Information must be provided at least 10 days prior to bid date.

ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Maitland will receive sealed bids until **2:00 p.m. on Tuesday, January 23, 2018** for project **“420-2018-01,” Towing/Wrecker Service.**

Prior to the closing hour and date, the bidder may deliver personally or mail proposal to City of Maitland, 1827 Fennell Street, Maitland, FL 32751. Bids will be immediately opened and read aloud after the bid date and time.

Bidding documents may be downloaded from the City website at: www.itsmymaitland.com. Any questions regarding this bid please contact the Public Works Office at 407-539-6252 or by email at mreggentin@itsmymaitland.com

The City of Maitland reserves the right to accept any and all bids, to waive any informalities and/or re-advertise for new bids as may be in the best interest of the City of Maitland.

The City of Maitland, Florida is soliciting bids for Towing and Wrecker Services under the specifications listed herein. The City will call exclusively upon the contractor; hereafter shall also be referred to as the "Wrecker", for the described towing and/or wrecker services throughout the City.

Upon the request of the City, or any of the City's authorized agents, the Wrecker agrees to tow and store any impounded, abandoned, or wrecked motor vehicle, boat, recreational vehicle, or trailer in a workman like manner and without causing damage to said vehicle, etc. Such motor vehicle, boat, recreational vehicle, or trailer shall be stored at the Wrecker's place of business unless otherwise requested by the City. Wrecker shall render prompt, efficient, and competent towing/wrecker service whenever summoned by the City. The City is not responsible for any charges for any service(s) that were not directly pre-authorized in writing and signed by an agent of the City. No repairs shall be made to any such wrecked vehicle by the Wrecker or their agents, sub-contractor, or employees of the successful contractor without the consent, permission agreement, acquiescence, cooperation, compliance, or convenience of the Wrecker unless said repairs were per-authorized by the City in writing.

GENERAL REQUIREMENTS

Basis of Bids/Proposals

The words "BID" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Bidder will include all cost items; failure to comply may be cause for rejection. No segregated bids, or assignments will be considered. It is the intent of the City to promote competitive bidding. It shall be the responsibility of the bidder to advise the Public Works Director of any language, requirements, etc. or any combination thereof, which the bidder feels may inadvertently restrict or limit. The requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the bid.

Responses Due

Sealed bids will be received by the Public Works Department at the Public Works Administrative Offices at 1827 Fennell Street, Maitland, Florida 32751, until 2:00 pm EST on Tuesday, January 23, 2018. It is the bidder's responsibility to assure that your bid is delivered at the proper time to the Public Works Department. Bids which for any reason are not so delivered will not be considered. All bids received after the date and time specified will not be accepted.

At 2:00 pm EST Tuesday, January 23, 2018, all bids will be publicly opened and acknowledged. Pursuant to Florida Statute 119.071 (1)(b)l.a., sealed bids or bids received by an agency pursuant to invitations to bid or requests for bids are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3Xa) or within 10 days after bid or bid opening, whichever is earlier.

Preparation of Bids

Bids shall be made on unaltered bid forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope - "ORIGINAL", two (2) copies, clearly marked on their envelope-"COPY".

Bids shall be signed in ink with the name of the bidder typed below the signature. Where the bidder is a corporation, limited partnership, limited liability company, or other entity other than an individual, bids must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A bidder may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

Bid Submittal

Bids shall be submitted directly to the Public Works Department at the Public Works Administrative Offices in an **opaque, sealed envelope or box**. Identify the package with the following information:

BID NAME

BID NUMBER

NAME OF COMPANY/INDIVIDUAL SUBMITTING BID

Submit bid in accordance with the instructions listed herein regarding time, place, and date required. Responses received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the respondent to be sure his/her response is delivered directly to the Public Works Department's office by the required time and date, and that the response is properly sealed and labeled as required. The City will not be responsible for any bid delivered incorrectly or to the wrong address or location.

All bids must be prepared and submitted in accordance with the instructions provided herein. Each bid received will be reviewed to determine if the bid is responsive to the submission requirements outlined herein. A responsive bid is one that follows the requirements of this request for bids, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your bid non-responsive.

Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621637C-5.

Mistakes

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all other instructions provided herein. Failure to do so will be at the bidder's risk. The City is not obligated to give successful bidder extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the bidder's total offer will be corrected accordingly.

Disqualifications

The City of Maitland reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the bidder (See Non-Collusion Affidavit form). Bidder also warrants that no one was paid or promised a fee, Council, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

Public Entity Crimes

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 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 a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

In submitting a bid to the City of Maitland, the bidder offers and agrees that if the bid is acceptable, the bidder will convey, sell, assign or transfer to the City of Maitland all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State

of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Maitland. At the City of Maitland's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to bidder.

Certificate of Insurance

The successful bidder and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The successful bidder shall submit certificates or other documentation evidence to the City with the signed agreement, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance (when applicable) in the amount of \$1,000,000, and other requirements, as summarized on and in the amounts specified in the Summation of Insurance Requirements.

The City of Maitland shall be named as an ADDITIONAL NAMED INSURED on all certificates and policies pertaining to this project. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

Termination/Cancellation of Contract

All contract obligations shall prevail for at least one hundred and eighty (180) days after effective date of the contract. After this period, for the protection of both parties, either party may cancel this contract in whole only, by giving no less than (30) days prior notice in writing to the other party.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the bidder of any obligations or liabilities resulting from any acts committed by the bidder prior to the termination of the contract.

Termination for Default

The City's Public Works Director or other City representative shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract, by regular mail (or otherwise) to the address provided by bidder in its bid. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the bidder has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be effected by the delivery by regular mail (or otherwise) to the address provided by successful bidder in its bid of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful bidder shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to the successful bidder. The successful bidder shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

Prohibitions

The bidder, his/her/its employees, subcontractors, and his/her/its employees are prohibited from unlawful

drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the bidder. The contractor will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions. See "BID FORMS".

Indemnification

The successful bidder hereby agrees to indemnify and hold harmless the City of Maitland, and its officials, representatives, agents, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful bidder, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The successful bidder shall indemnify and hold harmless the City of Maitland from and against any and all claims against the City, or any of its officials, representatives, agents, officers, and employees, by any employee of the successful bidder or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

Accidents & Claims

The successful bidder shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. The Contractor is to restore and/or repair, at the Contractor's cost, all damaged infrastructure back to its pre-existing condition if the damage was caused by the Contractor or Subcontractors. See also Summation and Insurance Requirements.

Laws & Regulations

The successful bidder at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Maitland against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful bidder is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event any situation is brought to mediation or a court of law, the venue shall be the County of Orange, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

All responses, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a bid authorizes release of all of your company's information as submitted.

Communications

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City of Maitland prohibits communication, whether direct or indirect, regarding the subject matter of the bid or the specifications by any means whatsoever (whether oral or written), with any City employee, elected official selection committee member, or representative of the City of Maitland, from the issuance of the specifications until the Council makes the award. Communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid or any future bid.

The only exceptions to the foregoing rule are as follows: any questions relative to interpretation of specifications/scope of services, or the bid process shall be addressed to the Public Works Department, in writing, via fax (407-660-1677) or e-mail (mreggentin@itsmymaitland.com). No questions will be answered seven (7) or fewer business days from the date and time of the public opening. Questions and responses will be accumulated and posted on the City's website within 48 hours of receipt.

Addenda

When questions arise that may affect the bid, the answers will be distributed in the form of an Addendum, which will be posted on the City's web site. It is the sole responsibility of the bidder to check the current solicitations web page at "<http://www.itsmymaitland.com>" for any addenda. The City will post addenda to this web page only, and will not issue written notification.

All addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

Equal Opportunity Employment

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082)(c)(2).

Fair Labor Standards Act

Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

Unauthorized Aliens

The Owner shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for determination by the City of a non-responsive bid. This requirement shall be contained in any contract executed pursuant to this Request for Bids.

Indemnification and Hold Harmless

In addition to and without limitation of the foregoing provisions regarding protection of the City from liabilities if awarded a contract as a result of this Request for Bid, you, the successful bidder, agree for good and valuable consideration, receipt of which is acknowledged by your submission of a bid, to protect,

defend, indemnify and hold the City of Maitland, its officials, officers, employees, representatives, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs,

charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

Disclaimer of Liability

The City will not hold harmless or indemnify any respondent for any liability whatsoever.

Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

SUMMATION AND INSURANCE REQUIREMENT

OWNER: City of Maitland, Florida
BID NUMBER & TITLE: **BID 420-2018-01 Towing/Wrecker Service**

ALL BIDS WILL BE HELD FOR: IO DAYS AFTER OPENING

GENERAL LIABILITY*

Bodily Injury: \$1,000,000 each occurrence
\$2,000,000 aggregate
Property: \$1,000,000 each occurrence
\$1,000,000 aggregate
Or
\$1,000,000 bodily injury
\$2,000,000 and property damage combined each occurrence

*Including: Premises-Operations; Independent Contractors; Products/Completed Operations, Personal Injury Liability; Fire Legal Liability. If the exposure exists, the following are required: Explosion & Collapse Hazard; Underground Hazard; Contractual & Broad from Property Damage.

AUTOMOBILE LIABILITY*

Bodily Injury: \$1,000,000 each person
\$1,000,000 each accident
Property Damage: \$1,000,000 each accident
Or
\$1,000,000 bodily injury and property damage combined each occurrence

*Including: owned, hired & employer's non-owned vehicle(s)

Worker's Compensation: Statutory: as required by the State of Florida

EMPLOYER'S LIABILITY: \$500,000 each accident

SCOPE OF SERVICES

Involvement with the Public:

The collection of all towing and storage fees from the public and as assessed by the Wrecker shall be the sole responsibility of the Wrecker. It is expressly agreed between the parties hereto that the City will not be responsible or liable for any fees or charges or service requests, performed under the Agreement between the Wrecker and any citizen except as may be stated herein. No repairs shall be made to any such wrecked vehicle by the Wrecker or their agents, sub-contractor, or employees of the successful contractor without the consent, permission agreement, acquiescence, cooperation, compliance, or convenience of the Wrecker unless said repairs were per-authorized by the citizen legally responsible for the vehicle, in writing. Any agreement for the repairs, prices, and terms of payment shall be between the citizen legally responsible for the vehicle and the Wrecker. The City shall in no way be held liable nor become involved in the agreement between the person legally responsible for/or the owner of the vehicle, and the Wrecker, their agents, employees, or sub-contractors.

Impoundment by Order of the Maitland Police Department Personnel:

In the event the Maitland Police request impoundment of any vehicle for the purposes of investigation, said towing, storage and related charges to this vehicle will not be charged to the City, nor the legal owner, until the order for impoundment has been removed by the Maitland Police. When the order of impoundment has been removed, and at that time the storage charges shall begin and become the responsibility of the legal owner. Any towing charges and any special equipment charges shall be the responsibility of the legal owner and not the city. If a vehicle is towed to the Police Department and then towed to the Towing Facility, two separate towing charges are incurred.

Clean-up of Area:

The successful contractor shall promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the said City of Maitland, or location of service, and dispose of same to proper place away from the scene of any such wreck if the wreck is to be, is being, or has been serviced by the Wrecker, his agents, or employees.

Response Time:

The Wrecker shall render competent wrecker or towing service to any such abandoned or disabled vehicle under Maitland Police Policy I 002 (Exhibit "A") subject to call at any and all times with competent help; night and day, Sundays and Holidays included. The Wrecker must respond to all service calls originating from the Maitland Police Department, or Code Enforcement, and be at the scene of an accident within the City no later than thirty (30) minutes from the time of notification by the City. The Wrecker must also furnish twenty-four (24) hour, seven (7) day a week wrecker and storage service. The Wrecker shall maintain the availability of a representative by telephone 24 hours a day, 7 days per week, 365 days per year. The Wrecker is required to tow a vehicle whether or not someone is with the vehicle when the City requests service.

Communication Requirements:

The Wrecker shall equip and maintain a cellular telephone and/or radio communications system of their choosing between all of their trucks and wreckers and the places of business of the Wrecker. A citizens band radio (commonly known as CB Radio and operating between the frequencies of 26.965 and 27.405 as authorized by the Federal Communications Commission) shall not be construed to be in compliance with this section. A signature will be obtained from an authorized agent of the City of Maitland at the time service is rendered if the City requests the service.

Emergency Response:

In the event of a potential emergency or natural disaster, if requested by the City, the Wrecker shall assign one wrecker and experienced driver to an area of the City's designation for use during or immediately after said emergency or disaster. If appropriate, the fee schedule include herein will apply.

Licenses and Compliance:

The Wrecker is to have in their possession a valid and current Orange County, (and if location demands), Seminole County Occupational License, and City License for Automobile Towing and Wrecker Service for the duration of the resulting contract. The Wrecker shall, at all times, comply with all State Statutes, (not limited to the most recent valid: 705.101, to 705.19; 713.78 to 713.79; 715.02 to 705.05), and shall also comply with any and all updates or amendments required by the State of Florida (not limited to Commercial Driver's License). Also, the Wrecker shall comply with any and all City, County and Municipal Codes Ordinances, Laws and Policy in performing any and all duties and services in connection with the resulting contract. The operators of equipment are required to have a valid Florida's Commercial Driver's License (CDL) following the Florida State Statute and maintain this status and license during the term of their employment with the Wrecker during the contract term. The City at any given time may require the Wrecker to submit proof that they are in compliance with these requirements.

Subcontracting:

In the event that, at any time, the facilities or equipment of the successful contractor shall be overtaxed or insufficient for the Wrecker to render proper service, the Wrecker may furnish such services through a subcontractor with the proper equipment and appropriate licensing. Use of a subcontractor does not relieve the Wrecker of his/her responsibilities to provide uninterrupted service to the City in compliance with the contract. Said services shall be at no extra charges to the City or citizens. The prices agreed upon in the final contract shall prevail without regards as to whoever is providing the actual service. A list of all names, addresses, phone numbers and the managers of the subcontractors that will be used when and if necessary must be noted on the attached Summary Sheet #7, titled **LISTING OF SUBCONTRACTORS**.

The possible exception to this is for any vehicle in custody of the Police Department. Permission to remove or store at any location other than the original contractor's must have prior written approval from a Police Department Official. If a different location is not specifically requested by the Police official it is understood the vehicle will be placed at the Wrecker's facility.

All subcontractors must provide certificate of insurance with the City of Maitland listed as an Additional Insured. Certificate must be included with bid response, or a notarized letter from the insurance carrier stating the subcontractor is able to obtain required amount of insurance within 5 days of the notice of award.

Equipment:

The towing vehicles shall be equipped with Hi-Visibility rotating beacons of amber color as prescribed by Florida Statute 316.233 (the most up to date version). Each towing vehicle will carry at least four (4) flares to protect the accident scene if required.

Invoicing:

When a crime scene, abandoned, or code enforcement violation vehicle is towed, the City of Maitland Police Department or Code Enforcement Officer will be given a detailed invoice with the information listed below. When a **privately** owned vehicle (not under hold by the police department.) is towed, the vehicle's owner will be invoiced directly. The Wrecker agrees that the owner of any vehicle wrecked upon public streets or highways within the incorporated limits of the City of Maitland and remaining thereon after being wrecked shall have the option to designate the firm or person of their choice to haul such vehicle from the scene of the wreck. **THERE SHALL BE NO CHARGES FOR TOWING CITY VEHICLES, OR FOR SERVICE CALLS TO CITY VEHICLES (jump starts, flat tires, etc).**

All invoices will clearly indicate the following:

- Classification of wrecker or truck used,
- Total amount of waiting time at the scene,
- Total mileage of required tow,
- Date of service,
- Location of service, and description of services rendered including any special equipment used
- Reference the vehicle number and tag number for all City owned vehicles requiring service,
- If the vehicle is City owned or privately owned,
- Location vehicle was towed to
- Who requested the service, by name and department.

All payments for towing service will be made in accordance with the Wrecker class definitions and therefore payment **will** be made for the smallest class Wrecker capable of performing safe towing of a particular size vehicle **regardless of which class Wrecker is actually used** to render the service. All City-owned vehicles disabled because of maintenance failure would be towed directly to the Fleet Maintenance Division, 1843 Fennell Street Maitland Fl. Detailed invoices for City vehicles are to be mailed once a month to the Fleet Maintenance Supervisor or designee, at the above address.

Storage Facilities:

All storage facilities provided by the Wrecker under this agreement for any towed or hauled motor vehicles, boat, recreational vehicle or trailer shall, as a minimum requirement, be in a securely fenced area, with storage facilities adequate to contain 15 passenger motor vehicles, boats, recreational vehicle or trailers or a combination of these, at any one time; and have an inside secure storage area to accommodate a minimum of 2 passenger motor vehicles, boats, recreational vehicle or trailers or a combination of these, at any one time. The term "inside secure storage" shall mean within a roofed structure with solid walls and a closeable door, such that the enclosed vehicles can be secured away from access by any person(s) with access to the open storage area. Only specified employees of the Wrecker shall have access to the impounded vehicles, et al. Wrecker will advise the City of the names of the employees who have access to the enclosed storage area along with their social security number.

The Wrecker shall make provisions to have the storage facility available so that personal property may be removed from the stored vehicle, boat, recreational vehicle or trailer, or that the vehicle may be released to the owners of record after proper-pictured identification has been presented to the Wrecker. If any of these actions pertain to a vehicle, boat, recreational vehicle or trailer that the Maitland Police Department has in storage, the Wrecker must make a copy of the pictured identification, driver's license or other document presented at time of removal of articles or vehicle, boat, recreational vehicle or trailer. This copy of the pictured identification will be forwarded to the Maitland Police Department for their records.

Arrangements for private owner to pick up any articles or their vehicles after normal working hours (as stated above) must be made between the Wrecker and the individual. Access to items in the vehicles being requested beyond the normal working hours of the Wrecker company will result in an additional charge to the vehicle owner. The Wrecker shall periodically contact the Special Operations supervisor of the Maitland Police Department and report all confiscated vehicles in storage by the tag number, make, model and year and time and date of service rendered.

Vehicles under Police order as a crime scene or "suspicious" designation shall be sealed from anyone touching or gaining entrance or removing any items inside or attached to the vehicle. Permission must be obtained by the CID Lieutenant or his designee prior to any such actions. Wrecker **MUST** take a copy of the person(s) valid ID such as a driver's license, voter's registration, social security card and have them sign the impound sheet prior to allowing access to the vehicle.

The storage lot and building must be within a seven (7) mile radius of the Maitland Police Department, 1847 Fennell Street, Maitland, FL, 32751.

Term of Contract:

The contract shall be in effect for 12 consecutive months from date of signing. There shall be the option of renewal for a possible second, third and fourth 12-month period (not to exceed 60 months in total), after written consent of both parties. At the end of each 12-month period the Wrecker will be solicited by the City for an extension or told of the City's decision of cancellation. Any changes in the scope of services or prices will be presented by City staff to the City Council for approval or rejection before extension of a contract with such changes.

Documents and Records:

The Wrecker shall provide the City with copies of the following **with the bid response**:

- Current Orange County, and if necessary, a Seminole County Business Tax Receipt,
- City of Maitland Business Tax Receipt, or applicable city where the business and storage is located.
- Required Certificates of Insurances as described herein, and

The Wrecker shall keep and maintain full and complete records of each and every motor vehicle, boat, recreational vehicle or trailer towed or stored by them under the terms of this agreement. These records shall include a complete description of the motor vehicle, boat, recreational vehicle or trailer, including: make, model, color; tag numbers and state, VIN or hull number, date towed and name of the Wrecker's employee who effects the release of said article to its owner or claimant. Such records shall be made available to the City upon request. These records may be rendered to the Maitland Police Department upon termination - for any reason - of this contract.

Before releasing any vehicle upon which the City has placed on "hold", the Wrecker shall contact the Maitland Police Department to determine if the vehicle on "hold" has been released. The Maitland Police Officer can give verbal authorization to release the vehicle by telephone to the Wrecker after giving their identification and badge number. All records must also carry these numbers as reference, as well as the date of permission for release.

No vehicle towed by the Wrecker to their storage facility at the request of the City shall be disposed of in any fashion except by provisions set forth by the State Statutes latest ruling.

The contractor is to become familiar with the City of Maitland Code, ARTICLE V. ABANDONED AND DISABLED MOTOR VEHICLES - all sections 18-11 (Definitions) through Sec. 18-36 Disposition of Vehicles.

DEFINITIONS

Three different types of towing service may be requested by the City of Maitland and may require any one of three different class wreckers. The following guideline definitions will apply to towing service and Wrecker classes:

STANDARD TOW:

Any towing service which does not require the use of additional equipment such as winches, snatch blocks, etc. a standard tow does require accident scene clean-up; vehicle entry whether vehicles are locked or unlocked; wheeling positioning, and connection for towing.

NON-STANDARD TOW:

Any towing service which requires additional labor for removal of vehicular components, special rigging for vehicle removal, or additional equipment usage.

RECOVERY OPERATIONS:

Any towing service requiring more than one vehicle, special rigging for vehicle removal, righting of overturned vehicles, or any situation where estimated recovery time is unknown.

CLASS 'A' WRECKER:

Any towing vehicle which meets the Florida Dept. of Transportation (FOOT) requirements capable of safely hauling up to and including vehicles with a 10,000 pound gross vehicle weight (GVW).

CLASS 'B' WRECKER:

Any towing vehicle which meets the FOOT requirements capable of hauling safely up to and including vehicles with a 20,000 pound gross vehicle weight (GVW).

CLASS 'C' WRECKER:

Any towing vehicle which meets the FDOT requirements capable of hauling safely up to and including vehicles or combinations of vehicles weighing 80,000 (GVW).

The City reserves the right to inspect the bidder's place(s) of business prior to the award as well as any and all of the wreckers described herein by the bidders, to determine adaptability, serviceability and mechanical condition and, to inspect the vehicle storage site(s) of all bidders described herein. This right of inspection shall continue throughout the term of the resulting Agreement with the successful bidder.

INFORMATION SHEET

NOTE: For assistance in estimating total towing mileage associated with this bid, the operations of the City of Maitland are generally within a 20 mile radius of Maitland City Hall: 1776 Independence Lane . An average of 15 - 25 service call per month, 3 - 5 are heavy equipment Class B or C wrecker can be anticipated with approximately 2% being City vehicles.

The contractor must have ownership of, or a contracted lease for, the following equipment for the full term of this City's Agreement:

- I. Three (3) Class A Wreckers*
2. One (1) Class B Wrecker
3. One (1) Class C Wrecker
4. One (1) Slide Back Carrier

Towing or Wrecker companies without Class C wreckers may subcontract Class C tows to another qualifying wrecker company, but must supply proof of subcontracting agreements with this bid.

Full service recovery gear availability, i.e.: air bags, upright overturned trailer, equipment to recover submerged vehicles, etc.

*Per the Fleet Maintenance Supervisor, the Wrecker Company can have (3) Wrecker Wheel Lifts or (3) Tow Truck Flat Beds or a combination of both.

The City will entertain and take into consideration whatever bid amount the vendor offers. The City still reserves the right to accept or reject any or all bids, in part or total and to waive any minor informalities, as deemed in the best interest of the City of Maitland.

The City will make a tabulation sheet from all the responses received and determine the best OVERALL LOW, MOST RESPONSIVE AND RESPONSIBLE bid when considering the recommendation of the award. The award will be on an "ALL OR NOTHING" basis to one contractor.

SUMMARY SHEETS

4PAGES

FILL OUT AND RETURN AS YOUR BID

SUMMARY SHEET #1
TOWING NON-CITY OWNED VEHICLES

The maximum rate for hauling any disabled or illegally parked vehicle from its location to the place of business of the Wrecker, or to a location designated by the vehicle owner:

1	CLASS A: STANDARD TOW	
	FOR 5 MILES OR LESS	\$
	FOR EACH ADDITIONAL MILE	\$
	ADDITIONAL FOR NON-STANDARD TOW	
	FOR 5 MILES OR LESS	\$
	FOR EACH ADDITIONAL MILE	\$
2	CLASS B: STANDARD TOW	
	FOR 5 MILES OR LESS	\$
	FOR EACH ADDITIONAL MILE	\$
	ADDITIONAL FOR NON-STANDARD TOW	
	FOR 5 MILES OR LESS	\$
	FOR EACH ADDITIONAL MILE	\$
3	CLASS C: STANDARD TOW	
	FOR 5 MILES OR LESS	\$
	FOR EACH ADDITIONAL MILE	\$
	ADDITIONAL FOR NON-STANDARD TOW	
	FOR 5 MILES OR LESS	\$
	FOR EACH ADDITIONAL MILE	\$

Company name: _____

Authorized Signature: _____

SUMMARY SHEET #2:

Miscellaneous Charges:

1	The maximum hourly charge for the Wrecker waiting time AFTER the first 30 minutes will be:	
	CLASS A	\$
	CLASS B	\$
	CLASSC	\$
2	The maximum cost per hour per vehicle for recovery operations:	\$
	CLASS A	\$
	CLASSB	\$
	CLASSC	\$
4	Special Equipment Charges: State the fee, if any, for use of specialty equipment that may be used in the course of this contract (the following table is used for comparison only NOT to limit or negate the use of any oilier equipment deemed necessary for proper tow/wrecker service).	
	Dollies	\$
	Snatch Blocks	\$
	Drop Drive Shaft	\$
	Drop Axles	\$
	Other (Define)	\$
		\$
		\$
		\$
5	Charges for Storage Facilities:	
	For CITY vehicles	
	Under Roof	\$
	Outside	\$
	For NON-CITY vehicles	
	Under Roof	\$
	Outside	\$
6	Other Storage or Related Charges (Describe)	
		\$
		\$
		\$

Company name: _____

Authorized Signature: _____

SUMMARY SHEET #3

STATE IF THE VEHICLES LISTED BELOW ARE OWNED, LEASED or SUBCONTRACTED BY YOUR COMPANY.

3 - Class A Wreckers	OWNED	LEASED	SUBCONTRACTED
1 - Class B Wrecker	OWNED	LEASED	SUBCONTRACTED
1 - Class C Wrecker	OWNED	LEASED	SUBCONTRACTED
1 - Slide Back Carrier	OWNED	LEASED	SUBCONTRACTED

The Wrecker must state below the area owned or leased by them which is to be used for storage purposes under this Agreement (attach separate page if more than one):

ADDRESS:	
CONTACT NAME:	
24 HR PHONE:	FAX:
WRECKER OWNED: Yes No	
LEASED BY: (Name & Phone):	

If phone and fax numbers are different after normal working hours or holidays and weekends state those numbers:

Normal Working Hours:	Monday to Friday: a.m. to p.m.
	Holidays/Weekends: a.m.to p.m.
After hours:	Phone: Fax:
Cell phone:	
Pager:	

SUMMARY SHEET #4
LISTING OF SUBCONTRACTORS

1	NAME of Subcontractor:
	Address 1
	Address 2
	City, State, Zip:
	Phone:
	Name of Manager/Contact:
2	NAME of Subcontractor:
	Address 1:
	Address 2:
	City, State, Zip:
	Phone:
	Name of Manager/Contact:
3	NAME of Subcontractor:
	Address 1:
	Address 2:
	City, State, Zip:
	Phone:
	Name of Manager/Contact:
4	NAME of Subcontractor:
	Address 1:
	Address 2:
	City, State, Zip:
	Phone:
	Name of Manager/Contact:
5	NAME of Subcontractor:
	Address 1:
	Address 2:
	City, State, Zip:
	Phone:
	Name of Manager/Contact:

BID FORMS
(to be returned with your bid)

TOWING/WRECKER SERVICE
SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions set forth in this bid package and will give the necessary services as required by the specifications. Any deviations to the specifications I have listed below in detail, noting the item number and section, which has been taken exception to. I understand the information regarding past history for towing/wrecker service is not exact, but to be used for estimating and evaluating purposes.

I have supplied the City of Maitland with all documents required within this bid specification, such as, but not limited to:

- Insurance certificate(s)
- Non-Collusive Affidavit
- All prices as and where requested
- Copy of the required licenses
- Public Entity Crimes Statement
- Drug-Free Workplace Statement
- Maitland Police Department Policy acknowledgement

I further understand the City may inspect my facility(ies), my equipment, and the Commercial Drivers Licenses of all drivers in my employ prior to making a recommendation to the Commission for award. This site visit will be by appointment with police officer(s), Code Enforcement Officer, and a Fleet Mechanic of the City. The results of which may impact the decision of the City for award.

Signature: _____

Print/Type Name: _____

Company: _____

Address: _____

Phone: _____

Fax: _____

Date: _____

DRUG-FREE, WORKPLACE FORM

Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the purchase of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. The Drug-Free Workplace form, attached hereto, shall be submitted with the bid.

DRUG-FREE WORKPLACE FORM

The designated vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are underbid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Bidder's Signature

Bidder's Title

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project

LITIGATION STATEMENT

CHECK ONE

The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned firm, **BY ATTACHMENT TO THIS FORM** submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SEC710N 287.133(3)(a).
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No.
_____ for _____

2. This sworn statement is submitted by

(name of entity submitting sworn statement)

whose business address is _____ and
(if applicable) Its Federal Identification Number (FEIN) is _____

(If the entity has no FEIN, Include the Social Security Number of the individual signing this sworn statement: _____)

3. My name is _____ and my relationship to
(please print name of individual signing)
the entity named above is _____

4. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to my public entity or an agency or political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (l)(b), Florida Statutes, means a finding of guilty or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

PUBLIC ENTITY CRIMES STATEMENT

includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and [Please indicate which additional statement applies.]

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

PUBLIC ENTITY CRIMES STATEMENT

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Title)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
_____who, after first being sworn by me,
affixed his/her signature in the space provided above on this _____ day of _____,
20 _____.

NOTARY PUBLIC

my commission expires:

EXHIBIT "A"
MAITLAND POLICE POLICY 1002

MAITLAND POLICE DEPARTMENT
MAITLAND, FLORIDA

POLICY AND PROCEDURE DIRECTIVE

TITLE: VEHICLE IMPOUND AND TOWING

NUMBER: 1002-2001

EFFECTIVE: FEBRUARY 1, 2000

REFERENCE:

CFA v. 4.0: 25.02

RESCINDS: P&P #14, #26

AMENDS:

ATTACHMENTS:

DATE FOR REVIEW: AUGUST, YEARLY

REVIEW BY: STAFF/OUTSIDE SOURCE

DATE REVISED: September 1, 2009

DATE LAST REVIEW: March 28, 2005

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PURPOSE

To establish guidelines for the impound, inventory, storage and release of abandoned, stolen, seized, crime scene or arrestee-operated vehicles and vessels.

DISCUSSION

Circumstances arise that require moving civilian vehicles and vessels at the direction of Department members. Standardized procedures are essential so that legal requirements are met for the protection of the agency and the vehicle or vessel owner.

POLICY

1002. 1a The Maitland Police Department will take appropriate measures to properly secure any vehicle taken into custody. It shall be the policy of the Department that any vehicle taken into custody will be inventoried and towed by a City approved wrecker service, or one selected by the owner of the vehicle if applicable.

DEFINITIONS

1002.2a IMPOUND WRECKER - The specific wrecker service designated by the Department for the purposes of **towing and securing vehicles seized as evidence or for forfeiture.**

1002.2b PROPERTY - Contents of a vehicle, including, but not limited to, all packages and containers located within the passenger compartment, trunk, glove compartment or any other secured area.

1002.2c ROTATION WRECKER- A licensed commercial vehicle, operated by a business or firm approved by the Department, to tow or transport vehicles to an impound lot or storage facility, as directed by members of the Department.

1002.2d TOWING - The hookup to and towing of a vehicle from one location to another.

1002.2e VEHICLE - Any motor driven means of land transportation, such as passenger cars,, vans, truck, motor homes, motorcycles, all-terrain vehicles) tractors, and tractor-trailers. For this procedure, a vessel will be construed to be a vehicle.

1002.2f VESSEL - Any means of water transportation including personal watercraft, either motor driven, or sail propelled.

PROCEDURE

AUTHORITY

1002.3a Vehicle Removal: Members are authorized to remove vehicles from public property when the person in control of the vehicle fails to do so and:

- It is necessary to provide for the safety and security of the vehicle.
- The vehicle is disabled on a street or roadway and is obstructing traffic.
- Removal is necessary to public safety.
- The vehicle is abandoned, parked, or stored on the public traffic way for a period exceeding 6 hours on the Interstate Highway, 24 hours in the business area, and 48 hours in any residential area.
- The vehicle is parked in violation of any other section of City Code 18-24.
- The vehicle has been stolen or used in the commission of a crime.
- The vehicle is found being operated upon public roads of the county in such condition as to create an immediate threat to the safety of other motorists or pedestrians.
- The vehicle was used in the commission of a felony, and confiscated in accordance with the Florida Contraband Forfeiture Act.
- The driver of a vehicle is taken into custody and reasonable efforts to provide alternatives to impound are unsuccessful.

1002.3b Vessel Removal: Members are authorized to remove and impound vessels when:

- It is necessary to provide for the safety and security of the vessel.
- A vessel is found abandoned on any waterway in the State of Florida, or when a vessel has been damaged and constitutes a hazard to navigation.
- Removal is necessary for public safety.
- The vessel has been stolen or used in the commission of a crime.
- A vessel is found being operated upon a water way of this state in such a condition as to create an immediate threat to the safety of the operator, occupants, or other boaters.
- A vessel has been used in the commission of a felony, and is confiscated in accordance with the Florida Contraband Forfeiture Act.
- The operator of a vessel is taken into custody, and reasonable efforts to give the operator an alternative to impound are unsuccessful.

TOWING PROCEDURES

1002.4a If reasonable efforts to contact the owner have been unsuccessful or the owner or person in control of the vehicle/vessel has failed to effect immediate removal, the following apply:

- A rotation wrecker will be contacted to tow the vehicle.
- A vessel may be removed from the water and, if possible, towed to an impound facility for storage.
- *The officer will complete a Vehicle Impound/Inventory Report and an Offense Incident Report (if required) containing the following information:*
 - ***The time;***
 - ***The date;***
 - ***The location;***
 - ***The impounding member's name;***
 - ***The reason for the removal or tow;***
 - ***The towing facility name;***
 - ***Location the vehicle is stored;***
 - ***Attempts to contact the owner.***
 - ***The contents of the inventory.***

1002.4b The tow truck operator will sign the Vehicle Impound/Inventory report will be given a copy.

1002.4b The member towing/impounding the vehicle/vessel will inform communications of the name of the towing facility to which the vehicle has been removed for entry onto the vehicle impound log.

INVENTORY

1002.5a It is essential that a complete inventory be conducted of every vehicle or vessel towed, impounded or stored, except as provided in the section entitled Vehicles Used in the Commission of a Crime.

1002.5b It shall be the responsibility of the impounding member to ensure that all vehicles or vessels towed because of an accident, abandonment, or seized incident to an arrest are vehicle must be itemized on the inventory.

1002.5c The contents of the vehicle or vessel include, but are not limited to:

- All packages, and containers located within the passenger compartment, the trunk, glove compartment area; and any other secured and unsecured area of the vehicle.

1002.5d To ensure that liability does not attach for property located within any package or container, the contents of the package or container, whether it is open or closed, will be examined, accounted for and inventoried. If any container, trunk or compartment is locked, and the key is not available, the member will contact a supervisor before taking any further action.

REMOVAL OF ATTENDED VEHICLES

1002.6a Attended inoperable vehicles that are obstructing a highway or roadway, or are otherwise creating a traffic hazard, will be removed by the owner or person responsible for the vehicle. The vehicle may be removed by wrecker if the driver/owner is unable or unwilling to remove the hazard or obstruction within a reasonable time.

- The vehicle owner, or person responsible for the vehicle, may remove the vehicle from the roadway and temporarily park the vehicle upon a public traffic way, when the land adjacent to the roadway is public property. The vehicle owner will retain full responsibility for the parked vehicle, its contents and security.

properly inventoried. All contents of the vehicle owner may request that a particular service or tow truck be called. The Department will comply with the request when the response can be made within a reasonable time. If a specific wrecker service is not designated by the vehicle owner/operator, communications will contact a rotation wrecker.

1002.6b The vehicle owner or operator will be informed that service or tow trucks generally require an immediate payment for their services, unless:

- Service is authorized by an automobile club with which the service or tow truck is affiliated; or,
- The vehicle is to be towed to the premises of the towing or service company where it can be held under a mechanic's lien until payment is made.

REMOVAL OF ABANDONED VEHICLES

1002.7a Private Property: Vehicles abandoned on private property, including shopping centers, will not be impounded by the Department unless it is determined that the vehicle is stolen, believed to contain evidence of a crime, or has been used in the commission of a crime.

1002.7b If the vehicle has been stolen or used in the commission of a crime, a registration check will be made to determine the identity of the vehicle owner.

1002.7c The removal of the vehicle, except stolen vehicles or those used in the commission of a crime, will be the responsibility of the property owner. The Department will direct the property owner to the County tag office in order to obtain the name and address of the vehicle owner.

1002.7d Property owners will be advised to seek legal advice on the proper posting of their property to allow the towing of abandoned or disabled vehicles.

1002.7e Public Property: In addition to requirements set forth in Florida Statutes 316.194, 316.195 and 704.103(2), abandoned, parked, or stored vehicles on public property or public traffic way will be handled as follows:

- The registration will be checked to determine the identity of the vehicle owner and/or if the vehicle

has been stolen or used in the commission of a crime.

- A reasonable effort will be made to identify and contact the owner of the vehicle.
- The owner of a vehicle that was not used in the commission of a crime will be advised that the vehicle will be towed if not removed within time limits provided here and by statute.
- An abandoned vehicle red tag will be affixed to the vehicle indicating that the vehicle must be removed in 24 hours or 48 hours, as determined by the location of the vehicle if the owner cannot be located.
- The vehicle tires may be marked to reveal any vehicle movement.
- If there are indications that the vehicle is being stripped or vandalized and the owner cannot be contacted, the vehicle will be immediately impounded for safekeeping and towed by a rotation wrecker.
- Anytime an abandoned vehicle is impounded, the initiating member will direct communications to enter the vehicle as impounded by this agency into the FCIC computer. The member will record the time and dispatcher number in the Vehicle Impound Report.

STOLEN VEHICLE IMPOUND

1002.8a A vehicle determined to be stolen will be towed by the impound wrecker for future processing by the Crime scene Technician, and the owner will be notified of the recovery by the impounding officer.

1002.8b When a vehicle that was reported stolen by the Maitland Police Department is recovered by another agency, dispatch will be advised to ask the following questions via teletype:

- Whether the vehicle is drivable;
- Whether the recovering agency is going to process at the scene;
 - If yes, the dispatcher will notify the owner and have them respond to pick up the vehicle at the scene, if possible.
- + If the recovering agency is not going to process the vehicle, have the vehicle towed by the Maitland Police Department impound wrecker at the discretion of the patrol supervisor. If the

vehicle is within a reasonable distance from the police department, the impound wrecker will be asked to bring the vehicle to the police department to complete the impound/inventory report. If this cannot be done, then an officer will meet the wrecker driver at the impound lot in order to complete the impound/inventory report and supplemental report.

1002.8c A copy of the Offense/Incident Report and Impounded Vehicle Inventory/Receipt will be forwarded to the Criminal Investigation Division.

1002.8d If the vehicle has been reported stolen to the Maitland Police Department and a stolen vehicle report is on file, a supplemental report will be completed.

1002.8e If the vehicle has been reported stolen to another law enforcement agency, an original report will be prepared with information related to the vehicle recovery. The originating agency's case number, if available, should be noted in the narrative of the report.

1002.8f When this agency recovers a vehicle reported stolen in another jurisdiction, the impounding officer will, prior to the end of his tour of duty, advise dispatch to notify the agency through teletype and ask the following questions:

- Would the reporting agency like this agency to process the vehicle or do they want to process it?
- If the reporting agency wishes to process, where would they like the vehicle towed?
- The above information will be documented in the report.

TOWING AND IMPOUNDING OF VEHICLES FOLLOWING ARREST

1002.9a When the operator of a vehicle is arrested and the vehicle is to be impounded for safekeeping the following will apply:

- The vehicle will be searched, incident to arrest, prior to any towing, to discover contraband or fruits of a crime.
- Information related to the impounded vehicle will be recorded on the Offense/Incident Report for the arrest and an Impounded/Vehicle Inventory Receipt will be prepared.

- A rotation wrecker will be called via communications.

1002.9b Under certain conditions, officers must give the legal owner or custodian of a vehicle who has been arrested, the following options to towing:

- The vehicle may remain at its current location if it is not in violation of any state or local laws. The vehicle should not be parked on private residential property without permission of the owner.
- A licensed and sober passenger may remove the vehicle.
- Someone may be contacted to take charge of the vehicle. This person must be able to respond within 30 minutes.

1002.9c The vehicle may be removed by a wrecker service of the legal owner or custodian's choice.

1002.9d If the arrestee opts to either 1) leave the vehicle legally parked at the location of arrest; 2) have the vehicle towed and stored by the wrecker service of the arrestee's choice; or 3) release the vehicle to the person of the arrestee's choice, the officer shall include information in his incident/arrest report about the disposition (location) of the vehicle and/or the person taking custody of the vehicle.

1002.9e NOTES: Company owned vehicles will only be released to an authorized designee of the company. The arresting officer will record the identity including title and position, if applicable, of the person to whom the vehicle is released. The waiver form will indicate the Offense Incident Report number.

WHEN OPTIONS APPLY

1002.9f The options apply only if:

- The legal owner or custodian is present at the scene and;
- The legal owner or custodian is capable of making a sound decision.

1002.9g If the option chosen by the legal owner or custodian cannot or has not been accomplished within 30 minutes and the vehicle is creating a traffic hazard or *is* illegally parked in a tow away zone, the vehicle shall be **removed**.

WHEN OPTIONS DO NOT APPLY

1002.9h A vehicle shall be impounded without giving options if it is:

- Evidence or an instrumentality to a crime,
- Being confiscated for forfeiture,
- Required to be impounded pursuant to a DHSMV "hit" in accordance with Section 322.31(5), Fla. Statutes.
- If the driver is impaired to the point that the officer believes he is incapable of safely operating the vehicle.

1002.9i Unusual circumstances may arise which dictate the need for flexibility. In these instances sworn members shall contact their supervisor for a decision.

VEHICLES USED IN THE COMMISSION OF A CRIME

1002.10a The vehicle may be searched without a warrant if there is probable cause to believe a vehicle contains contraband or fruits of a crime. Whenever a vehicle is to be searched for contraband, evidence, or fruits of a crime, the vehicle inventory shall be conducted after the search. **A search shall not be conducted under the guise of an inventory. A search warrant will be necessary when a vehicle is impounded and then searched.**

1002.10b A vehicle that *is* used in the commission of a crime and is of evidentiary value or is subject to forfeiture will be removed to the designated impound lot

1002.10c The officer effecting the impound of a vehicle for evidence or forfeiture, will request the impound wrecker to remove the vehicle to the agency's impound lot. Communications will be given the year, make, color, model, license tag, and VIN numbers of the vehicle, or the hull and registration numbers for a vessel.

1002.10d The officer effecting the impound of the vehicle will complete a Vehicle Impound/Inventory Report.

1002.10e If the vehicle is part of a crime scene, it will be secured and not inventoried until it can be processed by a crime scene technician.

1002.10f If the vehicle is subject to forfeiture proceedings, and is not part of a crime scene; it should_ be searched and inventoried.

1002.10g The vehicle impound/inventory report should indicate reason for the seizure (evidence and/or forfeiture) and the storage site location. The vehicle impound/inventory report will be retained in the binder in the patrol office.

1002.10h All inquiries on a vehicle seized as evidence, will be referred to the CID Supervisor.

1002.10i All inquiries on a vehicle seized for forfeiture will be referred to the Operations Commander.

1002.10j Agency procedures for reporting and processing evidence will apply to vehicles impounded for **evidence**.

1002.10k The Impound Tow truck operator will:

- Maintain the integrity of the impounded vehicle for evidence purposes by removing and storing it in a secured facility.
- Obtain from the impounding officer a copy of the Vehicle Impound/Inventory Report for the vehicle, which will be kept at the impound lot for control.

1002.10l The impounding officer **will** make reasonable attempts to contact the registered owner of the vehicle before the end of shift, and document such attempts in the incident report or supplement. If the impounding officer is unable to contact the registered owner prior to the end of his shift, he will include this information on the Vehicle Impound Form and forward a copy directly to CID.

1002.10m It will become the responsibility of the CID Supervisor or his designee to contact the registered owner and arrange for final disposition of the vehicle. Records Section must be notified by the CID Supervisor or his designee and be given a copy of the release form when a vehicle is released.

1002.10n The releasing officer will obtain identifying documents from the vehicle owner, such as a driver's license, vehicle registration, or title, to safeguard against improper release of the vehicle. The owner, or other person designated to take custody of the vehicle, will be required to sign a Vehicle Release Authorization,

which will be witnessed by the releasing officer. A photocopy of the owner's identifying documents will accompany the original release and submitted with documentation. The releasing officer is responsible for verifications that there are no "holds" on the vehicle.

1002.10o Vehicles and small boats impounded as evidence to be held in the Department's custody will be towed or transported to the impound lot.

1002.10p Vehicles and boats will be properly secured. Keys will be left in the custody of impound lot personnel to permit movement of the vehicle as necessary.

1002.10q Personal items of value, such as cash, jewelry, firearms and contraband will be removed and placed in evidence.

TOWING OF VEHICLES PURSUANT TO A DHSMV GENERATED "HIT"

1002.11a If a person is arrested for DWLS and all the criteria of F.S.S. 32234 (5) are met, the teletype inquiry of the person's driver's license and the vehicle will result in a DHSMV generated teletype message requiring the impoundment of the subject's vehicle.

1002.11b The officer **must** indicate on the Vehicle Impound/Inventory Report under "Reason for Tow" "DWLS per DHSMV hit". Failure to do so may result in liability for the city and/or the towing company, and could result in the improper or untimely release of a vehicle to a driver, who, by law, is not entitled to the vehicle.

1002.11c A police hold must not be placed on these vehicles unless they otherwise meet criteria for a police hold (i.e. evidence, forfeiture, etc.).

1002.11d These vehicles should not be seized for forfeiture, unless they otherwise meet forfeiture criteria. If a vehicle is seized per teletype hit and forfeiture, the officer must designate both under "Reason for Tow", and the vehicle should also have a police hold placed on it pursuant to existing procedure. The officer should also note the DHSMV "hit" on the forfeiture paperwork.

1002.11e In accordance with the statute, if the vehicle is a leased vehicle or has a lien on it, the lessor or lienholder may retrieve the vehicle from the storage facility. The Clerk of Court has determined that if a

registered owner wants to retrieve their vehicle from the storage facility, the owner will be referred to the Civil Division of the County Court in order to post a bond and receive an order for release. Likewise, if a Traffic Division Judge enters an order for the release of the vehicle, that order is enforceable.

POLICE HOLDS OF VEHICLES

1002.12a *Generally, no police holds shall be placed on any vehicle except for the purpose of processing and photographing for evidence or for forfeiture.*

1002.12b *If a vehicle is processed by the member in the field, proper notation shall be made on the Vehicle Impound/Inventory Report. No hold shall be placed and the vehicle may be released.*

1002.12c *When a vehicle is not processed by the member, and the vehicle is towed with processing pending, the member shall place a hold on the vehicle with "processing" as the reason for hold. The employee shall complete the Evidence Processing Request*

1002.12d *When the processing has been completed, the Crime Scene Technician shall sign the Vehicle Impound/Inventory Report indicating that the vehicle has been processed. The Investigator will ensure that this is accomplished.*

1002.12e *Under unusual or extenuating circumstances, an employee towing a vehicle may have that vehicle held for 24 hours to complete an investigation. The employee must write "24 hour hold" in the "reason for hold" block of the Vehicle Impound/Inventory Report. This hold shall automatically expire after 24 hours.*

1002.12f *All vehicles shall be released once the vehicle is processed, unless a detective places a police hold on the vehicle, the vehicle is held for forfeiture, or a 24 hour hold has been enacted.*

1002.12g *The detective who places a hold on a vehicle is responsible for releasing that hold as soon as the need for the hold has passed.*

FCIC ENTRIES

1002.13a *The officer completing the initial report (or recovery report if applicable) shall be responsible for ensuring that the information concerning the vehicle will be entered (or removed) from FCIC. He shall list the ID number of the Police Dispatcher on the report and attach a hard copy of any teletype entries to the report prior to submission. Patrol Supervisors shall be responsible for verifying this, prior to the end of shift*

VEHICLE IMPOUND/INVENTORY REPORT

1002.14a The impounding officer will:

- Complete a Vehicle Impound/Inventory Report form in addition to any required Offense Incident Report. A copy will be given to the wrecker driver.
- Attempt to contact the owner of the vehicle and document attempts on the Vehicle Impound/Inventory Report..
- The name of the person contacted, and the date and time of the notification will be noted on the Vehicle Impound/Inventory Report if the impounding officer has made contact.
- If unable to contact the owner of an impounded vehicle after a reasonable attempt has been made, "OWNER NOT CONTACTED" will be noted with an explanation on the form. The impounding officer will make a copy of the form and leave it for the Criminal Investigation Division.
- Submit the form to his supervisor for approval, prior to the end of his tour of duty.

1002.14b The Reviewing Supervisor will:

- Check the Vehicle Impound/Inventory Report for accuracy and verify contact or non-contact with the owner.
- If the owner was not contacted, the supervisor will ensure that a copy was submitted to CID for follow-up.
- Sign the Vehicle Impound as the Reviewing Supervisor and file the original in the Vehicle Tow-In Book maintained in the Patrol Section.

1002.14c The Criminal Investigations Division will:

- Notify or attempt to notify owners of vehicles, except forfeitures, impounded by the Maitland Police Department within three working days after receiving the Vehicle Impound/Inventory Report. If phone contact is not successful, notification will be via certified mail.

1002.14d The Vehicle Impound/Inventory Report will not be completed when vehicles are repaired or towed at the owner's request.

1002.14e A Vehicle Impound/Inventory Report and all appropriate forfeiture paperwork will be completed when vehicles are seized for forfeiture under provisions of the Florida Contraband Forfeiture Act.

1002.14f The Operations Commander or a designee will review the Vehicle Impound/Inventory Reports on a weekly basis to ensure compliance and proper notification of owners.

INDEX KEYS

- Abandoned vehicles
- Impounded vehicle, vessel, or equipment
- Inventory of impounded vehicles
- Towed vehicles
- Traffic hazards/obstructions
- Vehicle Impound and Towing**

I HAVE READ, UNDERSTAND AND AGREE TO COMPLY WITH THIS POLICY AND PROCEDURE.

DATE: ____/____/____

**Policy and Procedure #1002
Vehicle Impound and Towing**

WRITTEN: PCSO.OPD.

PL3/99