



**ADDENDUM # 3**  
**RFP # FY 2022-2023-001**  
**TOWING SERVICES**

**QUESTIONS AND ANSWERS**

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Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: [www.cohb.org/solicitations](http://www.cohb.org/solicitations).

**QUESTION 1.** In several places you refer to "Broward County Rates" and Statue 713.78 being followed but I see admin fee priced at \$30. Broward County allows \$51.50 also page 15 section D says waiting time can only be charged if we are on scene more than 60 minutes, Broward County says after the first 15 minutes. and your RFP says we have to notify the owner with in 48 hours, Broward County gives us 7 days, Are we following Broward County Rules and prices?

**ANSWER 1:** Please see Addendum # 2.

**QUESTION 2.** Page 11- Service Requirements (I) - Owner Notification - the RFP states that registered owners or agent should be notified within 48 hours of impound if ownership is listed on the towsheet. The statute 713.78 states that towing services are required to notify the owners/agents one the 7th business day. Why wouldn't we stick with the statute to keep everything uniform with notifying all owners/agents within the same timeframe, instead of two sets of rules?

**ANSWER 2:** Please see Addendum # 2.

**QUESTION 3.** Page 14-15 (Towing Charges) - According to the contract it says we are allowed to charge surcharges for "winching from sand, turnovers, and removal from water". But "no separate or additional charges will be permitted for any other services, including but not limited to, use of dollies, flatbeds, waiting time, overtime, labor and equipment". If we are following statute 713.78 and the Maximum Nonconsent Towing Rate Summary table provided by Broward County, we should be allowed to charge for these under the labor charges.

**ANSWER 3:** Please see Addendum # 2.

**QUESTION 4.** Page 15 - Section (c) - Administrative Charges - Again, referring tot he Maximum Nonconsent Towing Rate summary table provided by Broward County, it allows for an administrative charge of \$51.50, RFP states \$30.00?

**ANSWER 4:** Please see Addendum # 2.

**QUESTION 5.** The second paragraph on page 3 is utilizing F.S. 715.07. This statute only deals with private property tows and was not written for governmental tows. Please confirm that this Section was referenced in error. As it relates to government tows the storage site proximity is not defined by law, and in fact, most municipal vendors have several lots that they utilize for storage. This is done to not only ensure that investigative tows are in a secure location, but also to ensure storage capabilities. Please confirm that as long as the vehicles are stored in Broward County that it satisfies the City's requirement, or within 10 miles of the City's closest City limit, that it satisfies this requirement.

**ANSWER 5:** The section was referenced due the to City required tows from parking lots and not Police tows during accidents and investigations. Vehicles must be stored, per ordinance, within 10 miles from any point in the city and within Broward County.

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**QUESTION 6.** On page 4 (c) the City is only requesting indoor storage of 2 vehicles. What happens if the City needs additional indoor storage?

**ANSWER 6:** This is the minimum required to be dedicated to the City, not how much indoor storage the facility has total.

**QUESTION 7.** On page 5 (k) the procurement references the use of Tavis. Tavis went out of business more than 10 years ago. In addition, the Florida Statute changed to require a third party provider for lien work. This information is now stored in a special system approved by the state. As such, it cannot be stapled to the invoice. Please confirm that this requirement will be eliminated.

**ANSWER 7:** Please see Addendum # 2.

**QUESTION 8.** On page 6 (s) the City desires tire changes for \$10. That amount is unrealistic and does not even cover the cost for such service. Would the City be willing to increase the fee?

**ANSWER 8:** No, this is the City's rate within the current RFP.

**QUESTION 9.** On page 7 (a) The City is requiring 4 Class A wreckers and it appears another 4 slide back carriers. For a total of 8 Class A vehicles. Please confirm that we are reading this correctly that 8 Class A Wreckers are required. In addition, most quality towing companies minimized the use of Class A standard wreckers years ago as a result of all wheel drive vehicles, vehicles with computer braking systems, and theft protection. Instead, most companies use slide backs as the majority of the fleet. When utilizing slide backs in garages, the new technology uses wheel lifts to bring the vehicles outside of the garage to be towed. The language provided is antiquated. Please confirm that 8 Class A wreckers that can include all or a majority slide backs, which is the preferred method of towing vehicles today. In addition, can you please confirm that the equipment listed at the bottom of page 7 and 8 are required items.

**ANSWER 9:** Please see Addendum # 2.

**QUESTION 10.** Page 6 (o), City owned vehicles require towing at no charge in Dade, Broward and Palm Beach Counties. This is a huge free towing radius, which could take a driver off the street for several hours. Please advise if the City is willing to reimburse for a mileage charge of a commercially accepted rate. This would just cover the cost of performing the service. Of course, we agree that any tows within the City should be performed at no additional cost.

**ANSWER 10:** In this RFP for towing, any tow of City owned vehicles will be towed for free within the tri-county area. While this service is not utilized often, it is a prerequisite of the contract.

**QUESTION 11.** On page 8. This language does not meet industry standards. Flatbeds, or as you call them slide backs, only come with 3/8 or 1/2 inch cable. The Class D comes with 3/4 cable. Please clarify that the standard equipment is allowed.

**ANSWER 11:** Please see Addendum # 2.

**QUESTION 12.** Page 9 (b) requires a ringdown line with a power backup. My client services more than 10 governmental agencies and has no idea what this means. We called the Sunshine State Towing Association and they have no idea what this means. Please either amend this language or advise the intent.

**ANSWER 12:** Please see Addendum # 2.

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**QUESTION 13.** Page 9 (c) it is doubtful that law enforcement will ever sign a document permitting indoor storage. Instead, it should be up to the operator, who has the liability, to determine if the vehicle needs to be stored indoors, and charged in accordance with the Broward County rate schedule. In addition, taking a vehicle off hold does not mean that it should be placed outdoors. One has nothing to do with the other. The County has established a rate, which should be followed in all instances.

**ANSWER 13:** Please see Addendum # 2. The Police Department will notify the tow company once the vehicle can be released and from that point the company can place the vehicle indoors or outdoors. As for other tows the department does not make the determination of what type of storage the tow company uses.

**QUESTION 14.** Page 9 (d) it is doubtful that law enforcement will ever sign a document allowing a towing vendor to move a vehicle. The law enforcement department should not be micromanaging the day to day business of a quality towing operation. Again, this is a liability issue for the vendor. Please eliminate this provision.

**ANSWER 14:** Please see Addendum # 2. As for non-investigatory tows, it is up to the tow companies discretion as to the storage area for vehicles.

**QUESTION 15.** Page 14 and 15 conflict with the County's rate schedule. This needs to be removed and the City should comply with the County's rate schedule to avoid issues and to have a full mechanism for resident complaints. The County has worked hard to set rates Countywide to avoid price disparity and issues at the window. The goal was to avoid every municipality setting their own rates.

**ANSWER 15:** Please see Addendum # 2.

**QUESTION 16.** Page 16 (m) should follow the County's requirements and not implement a new requirement. Please eliminate this requirement.

**ANSWER 16:** Please see Addendum # 2.

**QUESTION 17.** Page 17(d) the County has payment requirements that must be followed. In addition, the County does not require vendors to take checks since they can easily be forged or cancelled. Further, please advise where someone can get a traveler's check for payment. This language is antiquated and should follow the County's mandated language.

**ANSWER 17:** Please see Addendum # 2.

**QUESTION 18.** Page 19 still refers to the private property statute and not governmental tows. This relates back to number one. We assume this means 10 miles from the closest City limit. Please confirm.

**ANSWER 18:** The section was referenced due the to City required tows from parking lots and not Police tows during accidents and investigations. Vehicles must be stored, per ordinance, within 10 miles from any point in the city, within Broward County.

**QUESTION 19.** Finally, your insurance requirements are too low and do not comport with new industry standards. You actually have it written backwards. You want 1 million for auto and 2 million for commercial general liability. Generally these policies mirror each other. We assume it should read 2 million for each or 2 million auto and 1 million for commercial general liability. Please advise.

**ANSWER 19:** No change.

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**PLEASE NOTE RECEIPT OF ADDENDUM # 3 BY COMPLETING 'FORM P: ACKNOWLEDGEMENT OF ADDENDA' WITH YOUR FIRM'S SUBMISSION.**

Code of Ordinances, Chapter 23 Procurement, Section 23-14 Cone of Silence – imposes a Cone of Silence for City purchases of goods and services. The Cone of Silence means prohibition on any communication regarding a particular RFP, RFQ, ITB, RFI, or any other advertised solicitation between a potential proposer, offeror, respondent, bidder, lobbyist or consultant and the city's staff including, but not limited to, the city manager and his/her staff; the evaluation/selection committee; the mayor; and the city commission and their respective staff. The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the Commission/Board of Directors takes any other action which ends the solicitation. Should any firm contact you, please direct the communication to the Procurement Department at (954) 457-1333.