



**ADDENDUM # 2**  
**RFP # FY 2022-2023-001**  
**TOWING SERVICES**

**REVISED SCOPE**

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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).

**PLEASE NOTE: ORIGINAL SCOPEDATE, PAGE3 – 18**

**PLEASE NOTE: REVISED SCOPE, contained below in this Addendum # 2**

**The revised SCOPE contains tracked changes for review.**

**PLEASE NOTE RECEIPT OF ADDENDUM # 2 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.

## **SCOPE OF WORK:**

### **PURPOSE:**

Pursuant to Hallandale Beach City Code of Ordinances, Chapter 28-172, Towing Services, the City of Hallandale Beach seeks to identify qualified firms with substantial experience and capabilities to perform towing services. The City desires to contract with a firm to provide towing, storage, and disposal of abandoned, unregistered and junked vehicles, trailers and boats at the request of the City's Police Department and/or Code Enforcement Department and/or Parks & Recreation Department and/or other City Departments as may be designated by the City from time to time. The contract to be awarded is not an exclusive contract.

Pursuant to Florida Statute Section 715.07 any vehicle or vessel towed or removed from the City of Hallandale Beach must be stored at a site within ten (10) mile radius of the point of removal. The City intends to contract only with qualified firms with storage sites located **within Broward County** and **within ten (10) miles** of the City due to statutory and jurisdictional restrictions.

### **Broward County Towing Rates:**

See Exhibit A for Broward County Towing Rates that are applicable to this RFP and awarded Contractor.

**Firms to be considered for this Request for Proposals must have a base of operation and auto storage facility located within ten (10) miles from any point of the City and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Broward County.**

Disposal of vehicles shall be in accordance with all applicable Environmental, Federal, State, and local laws, regulations, statutes, and ordinances. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

In the event a Contractor cannot respond promptly to a call for service and is temporarily unable to perform as required by this contract, the City may assign that call or calls to another Contractor until the situation is resolved. In the event a Contractor is suspended, the City may assign the calls to another Contractor, or seek a new Contractor, until the suspension is lifted, at its sole option.

## **MANDATORY SITE VISIT TO PROPOSER SITE AFTER SUBMITTAL OF PROPOSALS**

The City of Hallandale Beach will be conducting a mandatory site visit of all firm's/proposer's site after receipt of proposals. **Proposer must be ready for the mandatory site-visit within 24-hour notice from the City.**

The City of Hallandale Beach expects that the proposer is available for the mandatory site visit when requested by the City.

No questions will be answered at the firm's site visit during the evaluation.

### **SCOPE OF WORK:**

#### **Storage Facilities and Owner Notification:**

- a. The Contractor must have a storage facility and base of operation located within ten (10) miles of the City's boundaries during the term and any renewal terms of the agreement. The storage facility and base of operation must be in Broward County.
- b. The Contractor must have outside storage capacity for at least seventy-five (75) vehicles dedicated to the City's needs, properly spaced to provide access for removal or addition of vehicles. The outside storage must have a durable surface, properly drained to prevent standing water.
- c. The Contractor must have inside storage capacity for two (2) vehicles which must be dedicated to the City and shall be properly spaced to provide access for removal or addition of vehicles. The inside storage must have a paved floor, either concrete or asphalt, and must be free of dirt, standing water, vegetation and/or articles inappropriate to or inconsistent with the operation of a towing service. The inside storage must provide an area of a minimum of 12' x 12' per vehicle, with at least an 8' ceiling. The inside storage shall have proper lighting and ventilation to conform to OSHA safety standards to permit processing of vehicles. The inside structure must provide complete protection from weather and unauthorized entry. The facility shall be owned or leased, and proof of ownership or lease shall be provided with the firm's response.
- d. The facility shall be properly zoned in accordance with the applicable codes for the services that will be provided.
- e. All storage facilities shall be secured from unauthorized entry at all times. Inside storage shall be open to the City's Police Department or other Departments, as designated by the City from time to time.
- f. The Contractor will be responsible for storage of vehicles for the period prescribed by law, to keep them safe from damage, theft and property loss.

- g. Contractor will be responsible for all thefts and damage to stored vehicles occurring while the vehicles are in its possession.
- h. The Contractor must have office facilities which shall be a permanent structure, and which shall include, but not be limited to, a telephone, fax, email and rest room facilities. The location shall have the name and address in front of the building. Twenty-four (24) hour service for release of a towed vehicle shall be available.
- i. The office and storage areas shall be easily accessible to the general public.
- j. Vehicles designated for outside storage shall be charged at the outside storage rate. If the Contractor prefers to use inside storage, no higher rate than the outside storage rate shall be charged. If inside storage is necessary, approval must be given by the impounding Officer or his/her supervisor.

~~k. TAVIS—Telephone Activation Vehicle Information System. Written documentation of the effort to ascertain ownership of the vehicle must be in the form of a Telephone Activation Vehicle Information System (T.A.V.I.S.) report in conformance with F.S. 713.585 and which must be attached to the invoice for services when the administrative charge is assessed.~~

h.k. To ensure the safe transport of individuals towed, the towing company will conduct the following background of all certified tow truck drivers:

- Annual drug testing at a facility approved by the City.
- Submit copy of valid Florida driver's license to the City for an annual driving history review, which, upon confirmation that the driver has received citations for speeding or reckless driving in the previous year, contractor shall provide different driver(s) in connection with the tow agreement.

m.l. Contractor shall provide all signs required for the immediate, lawful, removal of any unwanted motorized vehicle(s) or boat(s) from the following CITY properties: BF James Park, Chaves Lake, City Marina, Cultural Community Center, Foster Park, Golden Isles Park, Golden Isles Tennis Center, Historic Hallandale Schoolhouse, Historic Village/Curci House, Ingalls Park, Joseph Scavo Park, North City Beach Park, OB Johnson Park, Peter Bluesten Park, South City Beach Park, Sunrise Park, and Sunset Park. The signs shall remain the property of Contractor.

n.m. CONTRACTOR shall comply with all applicable provisions of F.S. 715.07 as it pertains to tows from private property.

o.n. City owned or leased vehicles will be towed twenty-four (24) hours a day, seven (7) days a week, without charge from any location in Broward, Miami-Dade or Palm Beach Counties, upon request of the appropriate City officials, to any location of the City's choice.

~~p-o.~~ Prior to tow, the Police Officer or designated City Official will determine whether the action is to be considered a Police action, a Code Enforcement action, trespass, or other type of action.

- a. Police action includes, but is not limited to, accidents, stolen vehicles, criminal offenses, traffic and parking violations. In Police action tows, the motor vehicle operator or owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit A. The City shall not be responsible for charges imposed.
- b. Code Enforcement action will include, but not be limited to, abandoned or derelict vehicles or property, including without limitation vehicles and boats on trailers. In Code Enforcement tows, the motor vehicle or boat owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit A. The City shall not be responsible for charges imposed.

~~q-p.~~ Owner or authorized agent of vehicle shall be allowed to remove personal unattached property from vehicle on a one time only basis at no additional charge subject to signing a receipt which lists the removed unattached property.

~~r-q.~~ The City will not be responsible for the collection or payment of any charge for services rendered by reason of Contractor having been dispatched relative to this Agreement. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession.

~~s-r.~~ Contractor will repair or change flat tires on in-service CITY vehicles or vessels (utilizing City tires). Contractor shall invoice CITY for such services pursuant to a detailed purchase order at the rate of \$10.00 (ten dollars), which purchase order shall include information such as the vehicle license plate number, date of service, services performed, materials utilized, and any other information reasonably required by CITY. "In-service CITY vehicle" shall mean any CITY class "A" vehicle owned or operated by the CITY and is operated by a CITY employee.

~~t-s.~~ The City reserves the right to cancel a request for services from Contractor at any time, including, up to the time of hook-up. Contractor agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.

### **Equipment Requirements:**

- a. The Contractor shall have, maintain and have available at all times a minimum of ~~four (4) Class A wreckers and slide back carriers~~ eight (8) Class A wreckers that can include all or a majority slide backs; one (1) Class B wrecker; and one (1) Class C wrecker. All vehicles must be owned by the Contractor.

**Class "A" Wrecker:**

- Commercially manufactured, 15,000 GVW minimum rated capacity
- Commercially manufactured, single boom or hydraulic lift with 4 tons minimum capacity
- 8,000 lb. crane power driven winch w/ 100' ~~3/8"~~ 3/8 or 1/2 inch steel core cable
- Universal tow sling with safety chains or wheel lifts
- One 3-ton snatch block
- Dolly equipped, 2000 lb. capacity
- Proper safety lights - Amber L.E.D., strobe, or rotating exterior mounted lights - 2 rear flood lights
- Slings and protective devices to prevent damage to towed vehicle
- Motorcycle sling
- Communication

**Class "B" Wrecker:**

- Commercially manufactured, 26,000 lbs. GVW minimum rated capacity
- Commercially manufactured, hydraulic or boom capacity of not less than 16- tons independently or jointly when multiple booms are used
- Two 12,000 lb. power driven winches w/ 100' ~~7/16"~~ 3/8 3or 1/2 inch steel core cable
- Two snatch blocks, each 8-ton capacity
- Tow sling with safety chains or tow bar
- Brake lock
- Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
- Communication

**Class "C" Wrecker:**

- Commercially manufactured, 35,000 lbs. GVW minimum rated capacity
- Commercially manufactured, hydraulic or booms with 25-ton total capacity
- Brake lock
- Tow bar
- Two snatch blocks, each 12-ton capacity
- Rear support jack or outriggers
- Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
- Communication

**Class "D" Wrecker:**

- Commercially manufactured, 58,000 lbs. GVW minimum rated capacity
- Commercially manufactured, hydraulic or booms with 70,000 lbs. total capacity
- Winching capacity of 70,000 lbs. except only 15,000 lbs. for flatbed sideback carrier w/ 200' 3/4" cable

- Wheel lift retracted rating 45,000 lbs.
- Wheel lift extended rating 15,000 lbs.
- Tow sling safe lift rating 12,000 lbs.
- Safety chains, 2 each, 1/2" alloy
- Cab to axle dimensions 180"
- Rear support jack or outriggers
- Proper safety lights – Amber L.E.D., strobe or rotating exterior mounted lights - 2 rear flood lights
- Communication

**Equipment Required on Each Vehicle:**

- Sand (50 lbs. minimum) or oil absorbent material
- Heavy duty broom
- Reflectors
- Safety cones (2 minimum, day-glow orange with dual band 4" to 6" reflective bands, 3' high)
- Shovel
- Extra 2-ton capacity towing chain – 7 to 8' with hooks
- Jack and tire changing tools
- Axe
- Fire extinguisher – 5 lb. dry chemical U.L. approved
- First aid kit, minimum 16 units

**Additional Equipment and Tools:**

- Any special equipment and tools necessary for the removal of abandoned vehicles in unusual locations.
- Portable cutting device
- Porto-power of 10-ton capacity
- Must maintain a skid steer with winch box to recover vehicles from the beach
- Must maintain a vehicle mover for electric vehicles, also know as an eastract
- All Contractor tow vehicles must maintain trackable GPS and vehicle cameras

**Service Requirements:**

- a. Contractor, while acting under the Agreement, will obey all traffic laws of the State of Florida and the City, and agrees that no vehicle operated by Contractor, Contractor's agents, servants or assigns, will be operated as an emergency vehicle. The Contractor shall conduct business in an orderly, ethical and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.

- b. Communications: The Contractor shall provide a communication system adequate to cover the City. The Communication System shall be between the Contractor's base station and all service trucks utilized to provide the service. The Contractor shall notify the Police Department and Code Enforcement Department of any additional telephone numbers, fax numbers, and/or changes. ~~The phone system must include an automated ring down line to the Police Department dispatcher with a power backup.~~
- c. Protection of vehicles and property: The Contractor shall assume responsibility for any and all articles of value left in the impounded vehicles and abandoned vehicle and listed on the vehicle storage receipt. Contractor shall replace any such article upon verification of the loss by the designated investigative agency representing the City and/or Code Enforcement Officer representing the City. Contractor may be required, by the impounding officer and/or Code Enforcement Officer, to provide special weather protection, the impounding officer will note requirement on the storage ~~receipt~~receipt this is specific to vehicles where there is a HOLD placed on the vehicle. The Contractor shall provide storage for all impounded vehicles in the outside storage areas unless specific written instructions are given for inside storage by the impounding officer. Specific written instructions for inside storage include any language indicated in the "Reason for Hold" block of the Vehicle Storage Receipt stating, "Crime Scene Processing", "Fingerprinting," "Latents", "Lab Processing," or any other words detailing a need to store a vehicle inside. Once the necessary processing is completed and the hold is released, the Contractor may, at its option, keep the vehicle stored inside, however, only outside storage rates may be charged after the release of the hold.
- d. Location Changes: The Contractor shall not change type of storage (inside or outside) without written permission from the Police Department, specifically for vehicles where there is a HOLD placed on the vehicle. The Contractor shall not change facility location without written permission from the Police Department and/or Code Enforcement Department.
- e. Request for Service: All requests for service shall be made through the City Police Department and/or Code Enforcement Department, Parks & Recreation Departments or other City Department(s) designated by the City from time to time. The City reserves the right to cancel a request for service at any time, including up to the time of hookup. Hookup consists of complete mechanical connection. The Contractor shall not charge for a mere response to a service call. The City will strive to keep applicable towing requests for abandoned vehicles within the normal work week, however, the Code Enforcement Department may, from time to time, require weekend towing service of abandoned property. The City will give Contractor prior notice of these times.
- f. Response Time: The Contractor shall respond to requests for service from the Police Department within twenty (20) minutes of the call for service and within thirty (30)



minutes of the call for service from the Code Enforcement Department or other City Departments as designated by the City from time to time. On occasion the Code Enforcement Department will operate a towing project in a specific geographic area; prior to the commencement of these projects the Department will provide the Contractor with a minimum of 24 hours' notice. Contractor shall assess the call for service from the Police Department immediately, if unable to respond in twenty (20) minutes, Contractor shall call a subcontractor to respond to the City's call.

- g. Clean Up: Contractor's truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic crash. The debris shall be placed in a suitable container, removed by the operator and disposed of in accordance with all applicable laws. No debris shall be left at curb-side. Brooms, etc., to remove debris must be on towing vehicles at all times to ensure the area is sufficiently cleaned. If debris is left at the scene the Contractor will be required to return and remove debris within thirty (30) minutes from call at no expense to the City.
- h. Wrecker Markings: The name of the Contractor, telephone number, address and vehicle fleet number shall be displayed on the driver and passenger side doors of the vehicle in commercially lettered affixed to the vehicle as required under Florida Statute 713.78(8). All vehicles shall display, in accordance Broward County Code a current decal issued by the Consumer Service Department (CSD) and a current decal issued by the City Code Enforcement Department. There shall be no literature or markings on any vehicles or building or correspondence that indicates or tends to indicate any official relationship between the Contractor and the City or any other governmental entity.
- i. Attendant on Duty: The Contractor shall make available, on a twenty-four (24) hour basis, attendants, and equipment for immediate response to calls for service from the Police Department. In addition, the Contractor shall have adequate personnel to staff the storage facility and office twenty-four (24) hours a day, seven (7) days a week, for the purpose of releasing vehicles to owners. The Contractor shall provide a visible sign on the outside of their facility indicating the hours of operation. At the storage facility, the Contractor shall maintain Yard Management such as forklifts with wheel lift attachment to move vehicles in the yard.
- j. Holidays: Notwithstanding the above requirements, three holidays will be recognized as days the Contractor can close and still charge for storage: Thanksgiving Day, Christmas Day, and New Year's Day. The Contractor that elects to close on these holidays shall nevertheless provide access to vehicle owners that attempt to claim their vehicles. A sign shall be posted outside selected business with a telephone number, to reach the Contractor to respond and release vehicles to owners, during what would have been regular business hours on these holidays.
- k. Impounding Vehicles: The Contractor shall impound such vehicles as requested by the Police Officer on duty at the scene. The Police Officer on duty shall have sole authority to

determine when a vehicle should be impounded and the tow truck operator shall abide by the decision of the Police Officer. The Police Officer/Code Official/City employee on duty at the scene is responsible for obtaining the information required on the Vehicle Tow/Storage Receipt. The wrecker driver shall not remove a vehicle from the scene without a copy of the Vehicle Tow/Storage Receipt unless the removal is at the owner's request.

- l. Owner Notification: The Contractor shall be responsible for notifying the registered owner or agent of the location of the vehicle ~~within forty-eight (48) hours~~ by the 7th business day of impoundment, by certified mail, if the owner's identity has been supplied on the Vehicle Storage Receipt. If the owner's identity is not supplied, the Contractor shall notify the registered owner or agent as soon thereafter as the information is received in accordance with F.S. 713. The Contractor shall maintain a log at its place of business listing date, time, and method of notification.
- m. Repairs: Contractor will not undertake any repairs to or remove any part or parts from any vehicle towed or stored pursuant to the provisions herein without first obtaining permission, in writing, from the owner or person entitled to lawful possession to complete the same. All estimates for repair will be in writing. Contractor further agrees that, when making any repairs or rendering any estimates or invoices, it will abide by Florida law and the Rules of the Department of Legal Affairs, relating to motor vehicles, sales, repairs, maintenance, and service. Contractor further agrees to pose a sign in a prominent position disclosing whether Contractor has any financial interest or connection with a repair, body, or paint shop. Such connection, if any, will also be stated on written estimates for repair.

### **Reports:**

Contractor shall be responsible for preparing and maintaining at the place of business:

- a. A daily log of all calls for service by the Police Department and other Departments listing date, time of request and time of arrival on scene, and method of notification. The daily log and two (2) copies will be submitted to the Police Department once each month on the first Monday of the month. Contractor will provide a Release Report containing the following information for each tow:
  1. Date and time of tow and time arrived at storage facility
  2. Service call number/case number assigned by the Police Department
  3. Location towed from and location towed to
  4. Registered owner's name and address and customer's name and address, if different from owner.
  5. Description of vehicle towed, year, make, model, color, class, license plate number, VIN number
  6. Reason for tow such as accident, parking, arrest, confiscation, abandoned, City vehicle, etc. and type of tow, i.e. which truck used.

7. Date and time released from facility and type of release, such as to Insurance company, owner, City or other disposition. The name and address of the person claiming the vehicle and a copy of his or her driver's license must be provided.
  8. Complete breakdown of all towing and storage charges, as applicable, with a total including sales taxes. Documentation of charges required under the Agreement shall be attached to the Invoice/Towing Activity and Release Report.
  9. Tow truck operator's name and identification number
- b. A log and two copies of all unclaimed vehicles over thirty (30) days will be submitted to the Police Department each month on the 10th of each month. A log of all vehicles with "HOLD" for over seven (7) days is to be submitted to the Police Department each month on the 10th of each month.
  - c. A notification log indicating date, time, and method of notification to the registered owner of an impounded vehicle, as in accordance with State of Florida Statutes 713, EXCEPT THAT NOTIFICATION MUST BE MAILED, BY CERTIFIED MAIL, TO REGISTERED OWNER WITHIN 48 HOURS OF PICK-UP OF VEHICLE. The owner shall not be charged for storage for any days between 48 hours and the actual time of mailing of notification.
  - d. Vehicles stored for the City shall be marked in a conspicuous location with a yellow grease pencil with the Police Department case number, date towed, and inventory number. A report must be submitted on the 10th of each month and shall contain the VIN number, Tag number, year, make and if holds have been placed on the vehicle, showing when and how it was released, destroyed, or still being held.
  - e. Contractor shall copy the Police Department on any correspondence with the vehicle owner at the same time correspondence is sent to vehicle owner but not later than next calendar day.

**Seized vehicles and investigation:**

Vehicles seized for investigative purposes shall be towed pursuant to the Police Department's instructions to several locations and stored at no charge to the City until the Police Department either notifies the Contractor to tow the vehicle to a final City location, to the tow company's storage location, or ready the vehicle for release to the owner of the vehicle in accordance with the rate structure (see Exhibit A).

**Vehicle release:**

- a. Contractor shall directly release any vehicles which have not been marked "HOLD", providing the proper proof of identification and ownership is presented. Any vehicles towed which have been marked "HOLD" may not be released without written

authorization from the Police Department supervisor assigned to the holding unit where applicable. Proper proof of identification and ownership shall consist of sufficient identification of the person whose name appears on the title or registration certification as the registered owner of the vehicle or to the authorized agent of such person.

- b. In the event that Contractor has possession of a vehicle or personal property, arising out of this Agreement, as a result of a Police action, including but not limited to accidents, stolen vehicles, criminal offenses or traffic violations, for a period in excess of thirty (30) days, and Contractor is ordered to turn this property over to the County Court or the Sheriff of Broward County, or the City, pursuant to Florida statutes, Contractor may only collect storage or towing charges due and owing from the proceeds of a judicial sale pursuant to said statutes, if any. Contractor must maintain at a minimum 10,000 sqf. Inside storage for investigative holds.
- c. In the event that Contractor has possession of a vehicle or personal property arising out of this Agreement, as a result of a Code Enforcement action, including but not limited to abandoned or derelict vehicles or boats, for a period in excess of seven (7) days, it may commence salvage, sale or other action for disposal of said vehicle or personal property, if permitted by applicable law.

### **Towing Rates**

The awarded Contractor must charge fees for services as stipulated in this RFP rendered within the City limits as established by Broward County, Exhibit A. Such rates will be the maximum charged to owners of vehicles for services rendered as a result of this RFP.

- a. The applicable tow rate structure (Class "A", Class "B", Class "C", or Class "D") shall depend upon the requirements of the towed vehicle rather than the actual tow truck used, i.e., if a Class "B" wrecker is used to tow a sedan, the Class "A" rate structure shall be the basis for charges imposed. If Contractor elects to use a car carrier in lieu of a dolly tow when only a dolly tow is required, the lower rate shall apply except if owner or Police Officer specifically requests use of the car carrier. See Exhibit A for the towing rates that will be applicable.

Towing charges shall be based on the class of vehicle being towed, as defined herein:

- i. Class A - includes all two or three-wheeled vehicles commonly used for transport of one or two persons.
- ii. Class B - passenger vehicles, including sedans, compacts, station wagons, sport-utility vehicles, dune buggies, passenger vans and station wagon type trucks for private use, including all two passenger, four-wheeled vehicles.
- iii. Class C - other vehicles up to 8 tons GVW. This classification shall apply to commercial pickup trucks, and van-type vehicles and any other vehicles generally falling within the lighter classification above but not more than eight (8) tons,

manufacturer's GVW.

- iv. Class D - all other vehicles over eight (8) tons GVW. Trailers shall be considered at same rate level as corresponding towed vehicle classification. A charge or fee may be charged, only for non-City Vehicles, for the following services NOT involving a tow:
- Street Cleanup without a tow
  - Lock-out
  - Delivery of gas
  - Change tire
  - Jump start vehicle

A charge or fee may be charged for the following services involving a tow:

- Actual tow (labor, equipment, overhead included in price of tow) by class of vehicle.
- Indoor or outdoor storage (labor, equipment, overhead included in price for storage) by class of vehicle. NOTE: NO STORAGE CHARGES WILL BE ASSESSED IF VEHICLE IS PICKED UP WITHIN SIX (6) HOURS FROM ARRIVAL AT CONTRACTOR'S FACILITY.
- Mileage surcharges (only for tows of non-City vehicles – mileage surcharge begins upon leaving the city limits of the City of Hallandale Beach and ends upon delivery of vehicle to location outside of the City.
- Surcharges for winching from sand, turnovers, and removal from water (by class of vehicle)
- Towing and storage of boats on trailers which have been abandoned on the public right-of-way.
- Administration following a 24-hour storage period, per State Statute requirements.
- Weatherproofing of a vehicle in accordance with specifications. Storage of Facilities and owner notification.
- After hours delivery of stored vehicles in accordance with specifications service Requirements.

~~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 (in addition to tow charges), cleanup of debris, material oil, dry and delivery of vehicles between 8:00 am and 11:00 pm, seven days per week. Separate or additional charges will be permitted and can charge based on the Maximum Nonconsent Towing Rate Summary table provided by Broward County.~~ Charges may be assessed for delivery of vehicles between 11:00 pm and 8:00 am, seven days a week.

- b. The basic tow rate for each class of wrecker shall include clean-up at an accident scene. Mileage surcharges only apply for tows of non-City vehicles. Mileage surcharges begin upon leaving the City limit to the delivery destination requested.
- c. After twenty (24) hours and administrative charge of up to ~~\$30.00~~ \$51.50 or the current Broward County Toing Rate Summary -may be charged. An administrative charge includes verification of a vehicle identification number, search for vehicle ownership information, preparation of documents required by Florida Statutes, preparation and mailing of any applicable notification letters. Written documentation of the effort to ascertain ownership of the vehicle must be obtained from a instate and out of State Department of Motor Vehicle (DMV) service provider for all vehicle information, which must be attached to the invoice for services when the administrative charge is assessed. An administrative charge will be assessed at no more than the maximum rate of ~~\$30.00~~ \$51.50 or the current Broward County Toing Rate Summary.
- d. Waiting time and extra labor cost; i.e., "Retrieving", special handling, accomplished within sixty (60) minutes of arrival at the scene shall be included in the base tow rate. If, and only if, such waiting time or extra labor consumes more than ~~sixty (60) minutes~~ fifteen (15) minutes, an extra waiting time or extra labor charge per fifteen (15) minutes or any fraction thereof, may be assessed by the Contractor commencing sixty minutes after arrival at the scene.
- e. The Contractor shall collect all towing and storage fees, in compliance with those rates established by City's Tow Rate, from the owner of the vehicle or his authorized representative after the City's Police Department has approved release of the vehicle from the storage area.
- f. Daily storage charges shall be predicated upon each 24-hour period, such charges beginning at the actual time of impounding, e.g., 1:00 p.m. Monday, to 12:59 p.m. Tuesday, will represent one storage-charge day. Pursuant to Florida Statues 713.78(2), no storage fee shall be charged if such vehicle is stored for less than six hours.
- g. If owners do not apply for release of the vehicle within the statutory period (F.S. 713.78), the Police Department must be notified prior to any procedure to junk or otherwise dispose of vehicle.
- h. Whenever an impounded vehicle is claimed by the owner, they shall be furnished with an itemized statement of all charges for the impounding of the vehicle. The Contractor shall receive from vehicle owner a receipt and release for the vehicle and all personal property therein, and the Contractor shall retain receipts for one year.
- i. The City shall not be held responsible or liable to the Contractor for nonpayment of any towing or storage fees to the Contractor by the owner of the vehicle.

- j. Personal property stored in the vehicle shall not be disposed of to defray any charges for towing or storage of vehicles without a court order.
- k. At the discretion and/or direction of the City cleanup of hazardous materials at a crash scene or for hazardous materials cleanup may be necessary. The Contractor may charge the actual fee for the cleanup plus 20% for administrative and other cost related to the hazardous materials cleanup, remediation of the environment and proper disposal of materials recovered and remediated from the scene. Copies of actual charges must be submitted to City.
- l. Contractor shall prominently post, in an area designated to transact business with the vehicle owner or his authorized agent, a notice in letters not smaller than ½" in height advising the owner/agent of his/her right to request and review a complete schedule of the charges and rates for towing services provided at City's Police request. Such notice shall also be affixed to or printed on each invoice submitted to the owner/agent of the towed vehicle.
- m. Contractor shall display on same sign as above the following statement:

~~"If you believe you have been overcharged for the services rendered, you are not required to pay your bill to have your car released. You have the right to post a bond in the Circuit Court, payable to (Name of Contractor) in the amount of the final bill for services rendered and file a complaint within five (5) days of the time you have knowledge of the location of the vehicle and the Court will decide later who is right. You must show a valid Clerk's certificate that you have posted bond and your vehicle will be released immediately."~~

"TO THE VEHICLE OWNER If you believe that you have been overcharged for the services rendered, you do not have to pay your bill to get your car. Instead, you have the right to post a bond in the circuit court, payable to [name of person providing service], in the amount of the final bill for services rendered, and the court will decide later who is right. If you show us a valid clerk's certificate showing that you have posted a bond, we must release your vehicle to you immediately. This remedy is in addition to other legal remedies you may have pursuant to Chapter 713, Florida Statutes. If you have a complaint about the way services were provided, you may call the Broward County Environmental Licensing and Building Permitting Division."

**Compensation:**

- a. Proceeding the initial month of service, the Contractor shall submit a monthly reconciliation report of services rendered during the previous month along with the Administrative Fee or Charge.
- b. The Contractor shall charge for vehicle towing and/or storage in accordance with the

schedule of rates attached hereto as Exhibit "A": Broward County Towing Fees for Non-Consent Tows, and made a part hereof by reference, as adjusted by Broward County from time to time.

- c. Pursuant to House Bill 133, codified as § 166.04465, Florida Statute as may be amended from time to time, the contractor shall impose and collect a twenty five percent (25%) Administrative Fee or Charge on the registered owner or other legally authorized person in control of a vehicle or vessel on behalf of the city.

**Payment:**

- a. The vehicle owner and/or operator is responsible for payment of charges imposed by the Contractor in accordance with the City's rate structure.
- b. Contractor shall advise any vehicle owner or authorized representative who calls by telephone prior to arriving at the storage site of the following:
  - i. All documents required to retrieve the vehicle;
  - ii. Exact charges as of the time of the telephone call and the rate at which charges accumulate after the call;
  - iii. Acceptable methods of payment; and
  - iv. Hours and days the storage site is open for regular business
- c. Contractor shall itemize all bills; number all bills in correspondence with the applicable Police Department tow sheet number; and submit duplicate copies of the original of bills to the Police Department on the tenth of each month. A copy of these bills shall be attached to the copy of the vehicle storage receipt. THE BILL MUST BE COMPLETELY FILLED OUT.
- d. Contractor shall accept ~~payment from the vehicle owner or authorized representative for charges in any of at least three of the following forms: at a minimum, cash, credit card, and debit card payments from the vehicle owner.~~
  - ~~i. Cash, money order or valid traveler's check~~
  - ~~ii. Valid bank credit card or debit card~~
  - ~~iii. Valid personal check showing the name and address of the vehicle owner or authorized representative~~
  - ~~iv. Clerk certificate of bond~~

**Performance Standards:**

Contractor agrees to provide, on a twenty-four (24) hour basis, seven (7) days a week, employees and sufficient equipment for immediate response to calls from the City for both Police action and Code enforcement tows. For tows involving removal of vehicles from private property without



the consent of the registered owner, operator or person in control of the vehicle, Contractor will make available adequate personnel to staff their facility from 8:00 a.m. to 6:00 p.m., Monday through Saturday for the purposes of releasing vehicles to the owners. Contractor further agrees to post a sign indicating a name and telephone number within Broward County where the operator of the storage site can be reached at all times. Such operator or on-call personnel authorized to release vehicles shall be available at all times, and agrees to respond to Contractor's compound within one (1) hour of being called by the owner or Police Officer.

### **Performance Review, Site Inspections and Audits**

The City may conduct performance reviews of the Contractor. The criteria to be evaluated will consist of, but not be limited to:

- a. Response times
- b. Complaints
- c. Care and custody of vehicles and owner's possessions
- d. Condition of facilities and equipment
- e. Extent and clarity of records
- f. Conduct of management and personnel

Any deficiencies found will be sent via email by the City's Project Manager to the Contractor. Contractor must respond to such within seven (7) business days in writing. and cure or demonstrate concrete steps to cure the deficiencies within ten (10) business days of receipt of performance review(s).

### **FLORIDA STATUTE TOWING / STORAGE GUIDELINES**

Contractor will be required to follow the guidelines set forth in Florida State Statute 713.78 as it may be amended from time to time regarding liens for towing and storage.