

Orange County Sheriff's Office  
RFI#205-24  
TOWING SERVICES FOR  
ORANGE COUNTY SHERIFF'S OFFICE VEHICLES

# Orange County Sheriff's Office



**RFI # 205-24**  
**Towing Services**

**ORANGE COUNTY**  
**SHERIFF'S OFFICE**  
**FLEET VEHICLES**

## **REQUEST FOR INTEREST**

### **Orange County Sheriff's Office TOWING SERVICES RFI # 205-24**

The Orange County Sheriff's Office, Orange County, Florida, invites interested parties to submit proposals **no later than 4:00 PM, Friday, April 19, 2024**, for Towing Services for its Fleet of marked, un-marked and specialty vehicles.

Sealed proposals will be accepted at, and copies of the Request for Interest may be obtained from: Orange County Sheriff's Office, Fiscal Management Purchasing Section, 2500 W. Colonial Dr., Orlando, FL 32804.

Copies may be requested by emailing Rachelle Groetsch at [Rachelle.groetsch@ocsofl.com](mailto:Rachelle.groetsch@ocsofl.com) . Solicitations are also available for downloading from the Internet at: [www.ocso.com](http://www.ocso.com).

### **NOTICE TO PROPOSERS**

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Rachelle Groetsch, Purchasing Manager, at (407) 254-7148 whose email address is [Rachelle.Groetsch@ocsofl.com](mailto:Rachelle.Groetsch@ocsofl.com).

## **I. RFI SCHEDULE**

Saturday, April 6, 2024	1 <sup>st</sup> Publication (Orlando Sentinel)
Saturday, April 6, 2024	Distribution of bid to vendors via email and posted on OCSO website
Saturday, April 13, 2024 Friday,	2 <sup>nd</sup> Publication (Orlando Sentinel)
Tuesday, April 16, 2024	Deadline for receipt of all vendor questions, 4:00p.m.
Tuesday, April 19, 2024 Monday,	Deadline for receipt of all bids
April 22, 2024, 1:00p.m.	Bid Opening-OCSO Fiscal Conference Room

## II. RFI INSTRUCTIONS \*\*\*\*\*

### A. Introduction

The Orange County Sheriff's Office, Orange County, Florida, is soliciting sealed responses from qualified firms to provide Towing Services.

These services refer to providers of "Fleet Tows" as further defined herein and in the Tow Manual.

### B. Instructions to Proposers

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals to:

#### Mailed

Orange County Sheriff's Office  
Fiscal Management Purchasing Section  
Attention: Rachelle Groetsch  
Bid - RFI#205-24  
P.O. Box 1440  
Orlando, FL 32802-1440  
(407) 254-7148

#### Hand Delivered

Orange County Sheriff's Office  
Fiscal Management Purchasing Section  
Attention: Rachelle Groetsch  
Bid - RFI#205-24  
2500 W. Colonial Drive  
Orlando, FL 32804

**Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.**

It is the sole responsibility of the proposer to ensure that their proposal reaches the Fiscal Management Purchasing Section. **Proposals received after the specified time and date shall be returned unopened.** The proposals will be time/date stamped and shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.**

**Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.**

All proposals will be opened publicly, and the names of all proposers shall be read

aloud. Location to be determined.

**C. Terms and Conditions**

**1. Acceptance/Rejection/Cancellation**

The Sheriff reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in his sole judgment best serves the interest of the Orange County Sheriff's Office, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection.

The Sheriff reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award.

**2. Clarification**

The Sheriff reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

**3. Withdrawal of Proposal**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the Sheriff the services set forth in this Request for Interest, or until one or more of the proposals have been awarded.

**4. Sealed Proposals**

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Interest Number
- B. Date of Opening
- C. Name of Proposer

**5. Proposal Preparation**

Costs of preparation of a response to this request for proposals are solely the responsibility of the Proposer. The Sheriff assumes no liability for any such costs incurred by the Proposer. The Proposer also agrees that the Sheriff bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

**6. Proposed Contract**

A standard contract the Sheriff may use for the award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The Sheriff has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed upon in writing by the parties.

**7. Additional Considerations**

Consideration shall be given to entities who are currently certified as minority or women owned businesses by any state or local governmental entity. Participants wishing to assert their status as a

certified minority or woman owned business, shall include information in their response that shows proof of certification and identifies the entity that granted the status.

## **8. Insurance and Bond Requirements.**

### **Insurance**

Vendor/Contractor shall provide proof of insurance as required in Tow Agreement, “Insurance,” of **Exhibit A: Additional Information; Exhibit A-2 Proposed Tow Agreement, (Page 18).**

## **9. Award and Protests**

Award may be all or none, by item, or any other basis as determined to be in the best interest of the Orange County Sheriff’s Office. Upon completion of a thorough review and analysis of all bids received, the Orange County Sheriff’s Office Purchasing Manager will issue a written award notice to all respondents. Award notification will be posted on the following website: [www.ocso.com](http://www.ocso.com). A protest must be in writing and sent to Rachelle Groetsch, Purchasing Manager at [Rachelle.Groetsch@ocsofl.com](mailto:Rachelle.Groetsch@ocsofl.com). Failure to file a protest with the Purchasing Manager by 5:00 PM on the fifth (5th) full business day of the date posted on the website shall constitute a waiver of a bid protest.

Any actual or prospective bidder, proposer, respondent, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager, via email to [Rachelle.Groetsch@ocsofl.com](mailto:Rachelle.Groetsch@ocsofl.com). A protest must be filed with the Purchasing Manager in writing within the times set forth.

The written protest shall identify the party filing the protest, the solicitation or contract with respect to which the protest is being filed, the legal and factual grounds for the protest, the specific relief which the appellant believes they are entitled to, and contain all necessary information, legal authority, and evidence to support the protest. The protestor shall be liable for all of its own costs and expenses incurred related to a protest, including all appeals.

A protest must be filed within five (5) calendar days after such aggrieved person knows or should have known of facts giving rise thereto; but in no event more than five (5) days from the award being posted on the Agency’s website, provided, however that:

1. Any protest with respect to the terms, conditions, specifications, or procedure contained in a solicitation must be filed by the date established by the Purchasing Manager and set forth in the solicitation. If no date is established for such protests in the solicitation, such a protest must be filed no later than five (5) calendar days after the posting of the solicitation or the addendum containing the provision at issue.
2. No protest of any kind with respect to a solicitation or contract may be filed no more than five (5) calendar days after the Sheriff’s posting of a Notice of Intended Action to make an award or setting forth the final recommended rank order of respondents to a solicitation.
3. Notwithstanding anything in this subsection to the contrary, no protest may be filed or heard after the contract award has been fully executed.

Notwithstanding anything in this subsection to the contrary, the following matters may not be protested:

1. If the Sheriff elects in his sole discretion to weight solicitation evaluation criteria or adopt a formula for evaluation, a protest may not challenge the relative weight assigned to the

solicitation evaluation criteria by the Sheriff, or the formula adopted for evaluation. If the Sheriff elects in his sole discretion not to weight solicitation evaluation criteria or to adopt a formula for evaluation, a protest may not challenge such elections.

2. A protest may not challenge a decision or action of the Sheriff based on GO 17.1.4. If all solicitations are rejected or a solicitation is cancelled, all solicitation submittals received may remain confidential, at the discretion of the Purchasing Manager, in accordance with Chapter 119, Florida Statutes, as amended.

#### **10. Mandatory Requirements**

The Orange County Sheriff's Office has established certain mandatory requirements which must be included as a part of any proposal. The use of the terms "shall", "must" or "will" in this document indicates a mandatory requirement or condition.

The Sheriff's Office reserves the right to determine which proposal(s) meet the mandatory requirements of the RFI.

##### **Titles:**

1. Bid or proposal will be used interchangeably throughout this document.
2. Bidder, Proposer, Contractor, Contractor, Respondent or Vendor will be used interchangeably throughout this document.
3. Orange County Sheriff's Office (OCSO), Sheriff or Agency will be used interchangeably throughout this document.

#### **11. Public Entity Crime**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists/convicted\\_vendor\\_list](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list)

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

#### **12. Availability of Funds**

The Sheriff's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

#### **13. Contract Term**

It is the intent of the Sheriff to enter a four (4) year term contract, with renewal clause for two additional two (2) year terms for services as described herein. Renewals will be documented in writing and signed by the Vendor and Sheriff.

**14. Tax Status**

The Orange County Sheriff's Office is a tax-exempt governmental agency. As such, no federal, state or local taxes shall be charged or included in the bid price. A copy of the Sheriff's Tax-Exempt status will be provided if requested by the Vendor.

**15. Equal Opportunity**

It is hereby declared that equal opportunity and nondiscrimination shall be the Sheriff's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The Contractor shall advise the Sheriff, in writing, of its intent to use any subcontractors in the fulfillment of the terms of this agreement. Any such sub-contractor shall agree in writing to comply with the conditions contained within this agreement.

**16. Questions Regarding this RFI**

The OCSO Purchasing Manager, Rachelle Groetsch, is the single point of contact (the "Principal Contact") for all matters relating to this RFI. Vendors must direct all inquiries to [Rachelle.Groetsch@ocsofl.com](mailto:Rachelle.Groetsch@ocsofl.com).

Vendor will not, under any circumstances, contact any OCSO, Orange County Purchasing Manager or Orange County government personnel, other than the Principal Contact to discuss this RFI.

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any discussion with any employee(s) of the above referenced entities. Vendors must not divulge submitted bid information prior to the official bid opening. Proposers shall not direct any queries or statements concerning their proposal to any Orange County Sheriff's Office employee, other than the Purchasing Manager, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Interest must be submitted in writing, by email to [Rachelle.Groetsch@ocsofl.com](mailto:Rachelle.Groetsch@ocsofl.com) no later than 4:00 PM on Friday, April 19, 2024, to the



attention of Rachelle Groetsch, Purchasing Manager, referencing the RFI number. (RFI #205-24)

All vendor questions received by the published deadline will be answered through the issuance of an addendum. The addendum will be issued to all vendors known to be in receipt of this RFI. Written communications from the Purchasing Manager will be the official Sheriff's Office response to vendor questions.

When required, the Purchasing Manager will issue an addendum to the Request for Interest. The addendum will be available on the agency website ([www.OCSO.com](http://www.OCSO.com)) for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Interest shall be considered binding.

This provision exists solely for the convenience and administrative efficiency of the Sheriff's Office. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising therefrom.

#### **17. Reference Checks**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the last 24 months. Contact persons shall have been informed that they are being used as a reference and that the Sheriff's Office may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the Sheriff's inquiries may negatively impact the evaluation of the Proposal.

#### **18. Confidential Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Interest or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, the information will be considered subject to disclosure.

#### **19. Supplemental Information**

If additional relevant material is produced by or becomes available to the OCSO, such material will be transmitted through the issuance of addendum to all RFI participants. Vendors should consider such information in their proposals, and the OCSO will assume all changes or additional requirements transmitted have been taken into account in Vendor's proposal (including with respect to pricing), unless otherwise specified. All limitations, terms, conditions and requirements for the original RFI shall apply to any addendums.

#### **20. No Representations or Warranties**

The OCSO makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFI or otherwise provided by the OCSO through the RFI process. Vendor is responsible for making its own evaluation of information and data contained in this RFI

or otherwise provided by the OCSO, and for preparing and submitting responses to the RFI.

The OCSO has attempted to validate the information provided in this RFI, but it is possible the Contractor may detect inconsistencies or potential errors. While Vendor should identify these potential issues in its questions, Vendor should use the information provided on an “as-is” basis for its proposal.

#### **21. Site Visit**

The OCSO reserves the right to conduct one or more site visits to the contractor’s facility to ensure it meets the guidelines contained within the towing manual. All those responding may be subject to these site visits to review on site facilities, equipment and vehicles. The OCSO will provide at least twenty-four (24) hours advance notice to the facility.

### **III. REQUEST FOR PROPOSAL**

#### **A. Purpose**

The Orange County Sheriff’s Office (OCSO) in Orange County, Florida is soliciting sealed fixed priced proposals from qualified companies to provide Fleet Tow Services for the Orange County Sheriff’s Office.

#### **B. Background**

The Orange County Sheriff’s Office Quality Assurance Department is responsible for managing Tow Services for the Orange County Sheriff’s Office. The Sheriff uses Tow Services to transport and/or provide services to agency owned or leased vehicles which breakdown or require roadside service (tire changes, battery jumping, etc.) Some of these tows may be initiated outside of Orange County, within contiguous counties. Some tows may be to other vendors who provide repair or maintenance on the vehicle.

The Sheriff has contracted with Autura to provide use of its database and software to track tows and fees. All tow companies bidding on this contract will have to use this technology and will have to negotiate a separate agreement with Autura to use the database/technology. That contract is attached hereto as Attachment A: Additional Information; Exhibit A-4 Proposed Sample Autura Contract. **There is no cost to the Tow Company for the use of this technology.**

The system that tracks tows may be referred to as the “TMS” system or the Tow Management System (TMS).

#### **C. Scope of Work**

The purpose of this RFI is to establish a contract for stable, reliable Tow Services.

##### **a. CONTRACTOR'S RESPONSIBILITIES**

- A. The Contractor will provide sufficient personnel and equipment as described in Attachment A: Additional Information, Exhibit A-3 Tow Manual.
- B. The Tow Contractor shall adhere to local, state and federal laws regulating the tow industry and the use of commercial vehicles.
- C. The Tow Contractor shall be responsible for damage caused to the vehicle, vessel or item while it is in the care and custody of the Tow Contractor.

- D. . The Tow Contractor shall also be responsible for damage caused to third party property while they are performing services in accordance with this agreement.
- E. The Tow Contractor shall advise Orange County Sheriff's Office Quality Assurance Department and TMS in the event that any vehicle, vessel or item being transported or stored is damaged or lost.
- F. The Contractor will submit a written list of all drivers providing services hereunder prior to the employee providing services. The list shall include the driver's name, driver's license number (DL) and type and tow ID number.
- G. The Contractor will ensure that all Tow company drivers are employees of the Contractor.
- H. The Contractor will ensure trained back up tow staff are available to fill in for any regularly assigned personnel that fails to report for work or is removed from duty for administrative reasons.
- I. The Contractor shall assign one person as the primary contact for this agreement. The contact person will meet with the Contract Administrator as needed.

**b. DUTIES**

Shall include companies willing to tow Agency owned or operated vehicles from areas inside and outside of Orange County to the Agency's Fleet facility or other locations for repair. These responsibilities may also include providing minor repair on scene for flat tires, battery jumps / replacement, or other repair services as requested by the Agency.

**c. TOW STAFF DUTIES AND REQUIREMENTS**

- i. All Tow Staff must possess a valid Florida driver's license with the appropriate classification towing vehicles as required in this agreement.
- ii. Tow Staff shall be law abiding persons without felony records, or crimes involving illegal drug use, excessive traffic violations, dishonesty, moral turpitude or domestic violence.
- iii. The Sheriff retains the right, in his sole discretion, to exclude from this agreement, any employee of the Contractor.
- iv. Every Tow driver must present a professional appearance in attire.
- v. Every Tow driver must be cooperative and have a respectful demeanor to members of the public, and to OCSO employees.
- vi. All Tow driver are to be proficient in the English language with the ability to fully comprehend, speak and write in English.
- vii. All of the Contractor's Staff shall have the ability to learn and perform their duties and

assigned tasks, acquire knowledge of the rules, regulations, and procedures as required.

- viii. The Contractor shall ensure that their staff are fully trained in the use of the TMS system provided by Autura.
- ix. The Contractor shall ensure that all fees, charges; whether administrative or for purposes of lien notification, mileage etc. shall be accurately entered into TMS. No fees, charges, expenses, costs or reimbursements shall be payable by the Sheriff or any owner or agent of a vehicle or vessel, unless it has been accurately and diligently entered into TMS.

**d. TRAINING**

The Contractor will be responsible for ensuring that all employees are successfully trained for the posts which they are assigned to work.

**e. VITAL PERSONNEL INFORMATION**

The Contractor will conduct driver's license verification for all drivers on at least a bi-annual basis. The Contractor will not charge the Sheriff for the license checks.

The OCSO reserves the right to conduct its own background checks. The OCSO, as represented by the Tow Administrator, will maintain the following data on each Driver:

1. Name of employee
2. Cell phone number
3. State of Florida Valid Driver's License, with the appropriate endorsements.

However, nothing in this section shall be construed to create or imply an employment relationship between the OCSO and any Tow employee.

Each time a Tow driver is hired, the Contractor will forward a letter/email to the Orange County Sheriff's Office Representative responsible for the administration of this agreement. The letter is to contain information listed directly above, items (1) through (3) and any other information required to conduct background checks as may be required by the Sheriff's Office.

**f. LIABILITIES**

In addition to indemnification requirements the Contractor will be held responsible for any loss of, damage to or unauthorized use of Sheriff/County property directly attributable to the action or negligence of the Contractor's employees. Monetary charges, such as OCSO equipment repair or replacement cost, etc. may be deducted from the most current Contractor's invoice being processed.

**g. BASIC TOW DRIVER'S DUTIES AND REQUIREMENTS**

- i. Be actively signed into the Autura system during periods of time when driver is available to receive and respond to requests for tows. Note: the App will select the driver closest to the call when an OCSO employee makes a request though the TMS system. It is not acceptable to transfer that call to another driver who is further away

from the call or not signed into the App.

- ii. Respond to a requested tow within the time established by TMS.
- iii. Take pictures of the four corners of the item to be towed and upload it to TMS.
- iv. Respond to the location of the requested tow in accordance with the Tow Manual, in a safe manner.
- v. Transport the towed item directly to the location identified by the deputy or detective. (Note: it is not acceptable to leave a vehicle has been hooked to the Tow at the scene, and released by the Deputy, to remain stationary for more than 10 minutes.
- vi. Document the tow in the TMS system.
- vii. Wear the appropriate reflective clothing while on the scene of a tow.
- viii. The following are prohibited:
  - 1. Leaving a towed item in an area that is not secured as provided for in the Tow Manual.
  - 2. The use or possession of alcoholic beverages or illegal substances, while providing services hereunder.
  - 3. Providing services hereunder while under the influence of any substance, including prescription medication that may impair the driver's ability to perform his or her duties.
  - 4. Smoking in or within 50 feet of, any building, office, garage, computer room or any other OCSO or Orange County property or smoking in any OCSO motor vehicle.

Drivers will use the shortest route when transporting vehicles, vessels or other items on behalf of the Sheriff. Toll roads may only be used if traffic conditions necessitate their use for efficiency's sake. Any such tow fees will be reimbursed but the information must be provided in the TMS with a brief explanation.

#### **h. TOW DUTIES AND REQUIREMENTS**

Contractor will provide drivers and equipment for the purpose of providing Tow Services for the Orange County Sheriff. Contractor will provide for the safe and secure transport of property under its custody from the time the item is loaded and accepted into custody by Contractor's drivers until they are properly delivered to the location identified by the deputy or detective.

#### **i. CONTRACTOR'S RESPONSIBILITIES**

- 1. Contractor will provide the equipment listed in Attachment A: Additional Information, Exhibit A-3, Page 21 of the Tow Manual.
- 2. Contractor is responsible to ensure that all information requested through the

TMS system is input into the database.

3. Contractor will ensure that there are adequate personnel and equipment to perform the duties detailed herein and in Attachment A: Additional Information, Exhibit A-3 the Tow Manual and Exhibit A-2 Sample Tow Agreement

**j. REQUIRED EQUIPMENT**

Contractor will provide all equipment needed to perform the responsibilities of this agreement at no charge to the Sheriff. All equipment cost shall be assumed by the Contractor. Minimal equipment requirements are described in the attached Tow Manual.

#### **IV. PROPOSAL FORMAT**

The Sheriff reserves the right to award a contract pursuant to this RFI without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

**A. REQUIRED FORMS**

The following forms and documents are required in the each proposal. Failure to provide all information listed on each form or missing required forms may result in proposal being disqualified from this RFI process.

Form A.1 Tow Contact Information

The contract shall assign one person as the primary contact for this agreement. Provide all contact information on the related form.

Form A.2 Proposal Submittal Checklist

A checklist is provided to ensure submission of all required documents. Please initial beside each item to verify that you have read and understand it.

Form A.3 Vendor Response Form

Ensure all questions are answered fully and completely. Provide any additional information or details.

Form A.4 Vendor References

The contact person listed as a reference shall be someone who has personal knowledge of the Contractor's performance in similar previous contracts. Reference should not be someone with close personal or familial ties to the Contractor. If such ties exist, they must be disclosed in the response.

Form A.5 Conflict of Interest Form

Provide any possible conflicts of interests or summary of past litigation and/or judgments. Failure to check the blocks may result in disqualification of your proposal.

Form A.6 Authorized Signatories/Negotiators

Provide only persons who are authorized to sign and/or engage in binding negotiations relating to contracts and related documents to which the proposer will be duly bound.

Form A.7 Drug Free Workplace Form

Certification the contractor fully complies with the Florida Statue 287.087

Form A.8 Acknowledgment of Addendum

OCSO will email any addendum to this RFI to all contractors known to be in possession of the RFI. Failure to provide the necessary contact information may result in failure to receive these notices.

Form A.9 Acknowledgments

Signature of this form is required to ensure the terms and conditions of the RFI are acceptable.

1. Disclosures

Disclosure of any claim, mediation or arbitration or litigation

Any claims, lawsuits or mediation or arbitration or litigation and the result of that action which a) emanated from any public project undertaken by Vendor either as a Contractor or sub-Contractor where litigation is still pending or has occurred within the last 5 years or b) any type of project where claims or settlements were paid by the Contractor or its insurers within the last 5 years.

2. Proposed Tow Agreement Modifications

Respondent must review Exhibit A: Additional Information; Exhibit A-2 Proposed Tow Agreement. Any exceptions to this proposed sample contract must be clearly indicated by return of the proposed sample contract with the proposal, with exceptions preferably clearly noted in "tracked changes". The Sheriff has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

**B. REQUIRED DOCUMENTS**

Document B.1 Certificate of Insurance

Contractor shall maintain insurance from insurers acceptable to the Sheriff of the following types and amounts:

Commercial General Liability

\$100,000 each occurrence

\$300,000 aggregate

Automobile Liability

\$250,000 each accident, combined single limit

This coverage shall include all vehicles owned or non-owned that are operating under

LIP's operating authority performing services under this Agreement.

**Cargo/On-Hook**

Advise as to whether contractor carries such coverage and the amount of coverage if carried.

**Worker's Compensation/Accident Insurance**

Coverage shall meet the minimum requirements of state law, as contained in the Motor Carrier Rules and Regulations.

The Sheriff shall be listed as additional insureds on all insurance policies. Insurance Carriers are required to notify the OCSO or their designee in writing, thirty (30) days prior to cancellation.

Document B.2 Current copy of the Orange County Wrecking/Tow Occupational License

**C. SUBMISSION COPIES**

Submission should include one (1) original and five (5) complete printed copies and one (1) digital version in PDF format on a USB flash drive.



**Form A.1 Tow Contact Information**

**Orange County Sheriff's Office Fiscal  
Management-Purchasing Section  
Attention: Rachelle Groetsch  
2500 W. Colonial Dr.  
Orlando, FL 32804**

**RFI #205-24**

**Fleet Towing Services Tow  
Contact Information**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## Form A.2 Proposal Submittal Checklist

### A: Required Forms

- \_\_\_\_\_ Form A.1 Tow Contact Information
- \_\_\_\_\_ Form A.2 Proposal Submittal Checklist
- \_\_\_\_\_ Form A.3 Vendor Response Form
- \_\_\_\_\_ Form A.4 Vendor References
- \_\_\_\_\_ Form A.5 Conflict of Interest Form
- \_\_\_\_\_ Form A.6 Authorized Signatories/Negotiators
- \_\_\_\_\_ Form A.7 Drug Free Workplace Form
- \_\_\_\_\_ Form A.8 Acknowledgement of Addendum
- \_\_\_\_\_ Form A.9 Acknowledgements

### B. Required Documents

- \_\_\_\_\_ Document B.1 Certificate of Insurance
- \_\_\_\_\_ Document B.2 Current copy of the Orange County Wrecking/Tow Occupational License
- \_\_\_\_\_ Attachment A, Exhibit A-1 **Signed** OCSO Vendor Application with W9 and Standard Terms and Conditions (All pages must be returned)
- \_\_\_\_\_ Attachment A, Exhibit A-2 Proposed Sample Tow Agreement (**Initial if read & agreed**)
- \_\_\_\_\_ Attachment A, Exhibit A-3 Towing Manual (**Initial if read & agreed**)
- \_\_\_\_\_ Attachment A, Exhibit A-4 Autura Contract (**Initial if read & agreed**)

### C. Submission Copies

Submission should include one (1) original and five (5) complete printed copies and one (1) digital version in PDF format on a USB flash drive.

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

### Form A.3 Vendor Response Form

The Orange County Sheriff's Office is accepting bids for Tow/tow services to include both zone/area Tow tows and fleet tows. Refer to the Tow Manual, Attachment E, on pages 34-37, to provide colored maps to show what Tow service is needed to cover Orange County in Zones (1-3).

**Please respond to the following questions:**

1. This Request is seeking Vendors interested in providing services as a Fleet Tow Operator as described on page 12.	Yes or No
2. Proposers shall advise to the area of towing coverage. If bid is not for the entirety of Orange County, please advise and provide a map with the boundaries.	_____
4. Do you agree to obtain a separate agreement with Autura for the use of the Tow Management System (TMS) as required in the RFI	Yes or No
5. Does your company have the Required Tow Equipment that is listed in the Towing Manual - Attachment D, page 21?	Yes or No
6. Provide the number of Tow Trucks as described in the Towing Manual Attachment B, Tow Vehicles, Pages 28-29, that your company currently owns.	
Class A	# Tow Trucks
Class A Car Carrier	# Tow Trucks
Class B	# Tow Trucks
Class B Car Carrier	# Tow Trucks

<b>WITHIN ORANGE COUNTY</b>	
<b>CLASS A</b> OCSO Vehicle Fleet Tows or Service Calls	Rate: \$85.00
No mileage given for inside the selected zone. State mileage rate outside selected zone	Mileage Rate: <u>\$3.50</u>
<b>CLASS B</b> OCSO Vehicle Fleet Tows or Service Calls	Rate: \$85.00
No mileage given for inside the selected zone. State mileage rate outside selected zone	Mileage Rate: <u>\$3.50</u>
<b>OUTSIDE ORANGE COUNTY</b>	
OCSO Vehicle Fleet Tows or Service Calls	Rate: \$85.00
Mileage rate outside selected zone.	Mileage Rate: <u>\$3.50</u>

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

### Form A.4 Vendor References

Bidder must provide the following information for three (3) previous clients in which similar scope of services were performed within the last five (5) years.

#### Reference No. 1

<b>Company Name:</b>	
<b>Location: (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

#### Reference No. 2

<b>Company Name:</b>	
<b>Location: (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

#### Reference No. 3

<b>Company Name:</b>	
<b>Location: (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

## Form A.5 Vendor Conflict of Interest Statement

### **CHECK ONE**

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any clients, contracts, property interest, or officer, director or agent of the Orange County Sheriff's Office for this project.

### **OR**

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to clients, contracts, property interest, or officer, director or agent of the Orange County Sheriff's Office 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.

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

### Form A.6 Authorized Signatories/Negotiators

The proposer represents the following persons who are authorized to sign and/or negotiate contracts and related documents to which the proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>

\_\_\_\_\_  
(Signature) (Title)

\_\_\_\_\_  
(Name of Business) (Business Telephone Number)

\_\_\_\_\_  
(Mailing Address) (Business Physical Address)

\_\_\_\_\_  
(City, State, Zip) (City, State, Zip)

The proposer shall complete and submit the following information with the proposal:

#### Type of Organization

\_\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Partnership

\_\_\_\_\_ Corporation

State of Incorporation: \_\_\_\_\_

Federal I.D. or Social Security number is \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

**Form A.7 Drug Free Workplace  
Form**

The undersigned 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 under bid 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 893 or of any controlled substance law of 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 this statement, I certify that this firm complies fully with above requirements.

Respondent's Signature \_\_\_\_\_

Date \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

### **Form A.8 Acknowledgement of Addendum**

The bidder/proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it with their respective proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to scope of service, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

#### **Addendum No. 1**

Print Name of Representative: \_\_\_\_\_  
Sign: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Addendum No. 2**

Print Name of Representative: \_\_\_\_\_  
Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**



## Form A.9 Acknowledgements

### 1. Disclosures

By signing below you acknowledge that you have disclosed any claims, lawsuits, mediations, arbitrations or litigations within the past five (5) years relating to the towing, storage or transportation of vessels or vehicles.

### 2. Proposed Tow Agreement Modifications

I have reviewed the Proposed Tow Agreement Modifications and am willing to sign the sample contract with no modifications. If not, please include the sample contract with your revisions clearly noted, preferably in “track changes” mode. Failure to provide these changes at the time the RFI is opened may be cause for immediate disqualification from further participation.

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

## **V. PROPOSAL SUBMISSION**

Contractors desiring to provide the specified goods/services as specified in this RFI must submit one (1) original, five (5) printed copies and (1) digital version in PDF format on a USB flash drive of its entire proposal no later than Friday, April 19, 2024, by 4:00 PM to:

### **For Mail Delivery:**

Orange County Sheriff's Office  
Rachelle Groetsch  
Purchasing Section  
P.O. Box 1440  
Orlando, FL 32802

### **For Hand Delivery or Overnight Carrier (Mark package "URGENT"):**

Orange County Sheriff's Office  
Attention: Rachelle Groetsch, Purchasing Manager  
2500 West Colonial Drive  
Orlando, FL 32804

All Contractors delivering bid packages to the physical address listed above must notify Purchasing at (407) 254-7147 or (407) 254-7148 **immediately upon arrival.**

A bid receipt will be furnished to the Contractor confirming delivery upon acceptance of the bid package by purchasing personnel.

***The sealed envelope must be marked in the lower left outside corner with the Contractor name and "RFI # 205-24".***

**ALL** bids must be received by the Purchasing Section by Friday, April 19, 2024, by 4:00 PM, regardless of the delivery method. It is the sole responsibility of the bidder to ensure their respective bid/proposal reaches the Sheriff's Purchasing Section. All bids received after the date and time specified above will be returned unopened. The Orange County Sheriff's Office will not be responsible for late deliveries or delayed mail.

Proposals may not be amended after the submission deadline.

All materials submitted in connection with Vendor's response to this RFI, notwithstanding any legends on the Proposal or any other statements to the contrary, will become the property of OCSO and may be returned only at the OCSO's option.

Vendors acknowledge the State of Florida has a broad Public Records law (Chapter 119, F.S.) and documents submitted by them in response to this RFI will be accessible to the public in accordance with this law.

## **II. EVALUATION CRITERIA**

**A. Qualifying Proposals**

This RFI should be considered as a negotiated procurement. The Sheriff reserves the right to negotiate the vendor responses that best represents the interest of the OCSO. OCSO will review each submitted proposal to determine whether it is a Qualifying proposal. A qualifying proposal is one that meets all of the criteria set forth herein. All proposals that ARE **NOT** a qualifying proposal will be disqualified from this RFI process.

A qualifying proposal is a proposal:

1. Submitted by due date due specified in Section V: Proposal Submission.
2. Submitted in the form and format outlined in Section IV: Proposal Format.
3. Conforms to the scope and requirements as specified in Section III: Request for Interest; Subsection F: Scope of Work

**B. Evaluation of Qualifying Proposals**

OCSO will evaluate each qualifying proposal based on the degree to which it complies with OCSO's requirements, as articulated in this RFI. The selection criteria will be based on the lowest and/or best bid; qualified to provide the services, proof of ability to provide services and requested personnel; proof of financial stability based upon other contracts they hold and a good credit rating.

**III. LIST OF ATTACHMENTS**

**A. Attachment A: Additional Information**

1. Exhibit A-1 Signed OCSO Vendor Application with W9 and Standard Terms and Conditions
2. Exhibit A-2 Proposed Sample Tow Agreement
3. Exhibit A-3 Towing Manual
4. Exhibit A-4 Proposed Autura Contract