



PURCHASING AND CONTRACTS DIVISION
JOHNNY M. RICHARDSON, CPPO, CFCM, Manager
400 E. South Street, 2nd Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393
407-836-5635 ■ Fax: 407-836-5899 ■ <http://www.ocfl.net>

**TERM CONTRACT NO. Y10-101
CODE ENFORCEMENT TOWING – WEST SIDE**

TO: Riker's Roadside Services
1100 Central Florida Parkway
Orlando, FL 32837

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y10-101-GC, Code Enforcement Towing – West Side - Term Contract**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **November 15, 2009**, and shall remain in effect through **November 14, 2012**. The estimated contract award for this period is \$45,360.00.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Purchasing and Contracts Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:
- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
 - B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 58-12-090729-53C.

5. Invoicing:

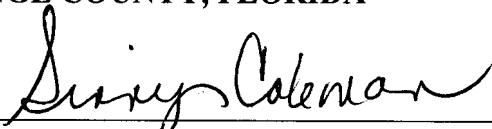
- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Code Enforcement Division
Cassady Building
2450 W. 33rd Street
Orlando, FL 32839
Phone (407) 836-5505

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bid.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY 
Ginny Coleman, CPPB
Purchasing and Contracts Division

DATE 9/30/09

Issue Date: August 5, 2009

INVITATION FOR BIDS #Y10-101-GC

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, is accepting sealed bids for:

**CODE ENFORCEMENT TOWING – WEST SIDE
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM** (local time), **Thursday, August 27, 2009** in the Purchasing and Contracts Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Purchasing and Contracts Division at the above address. Copies may be requested by phoning (407) 836-5635 or faxing a request to (407) 836-5899. Solicitations are also available for downloading from the Internet at orangecountyfl.net.

Johnny M. Richardson, CPPO, CACM
Manager, Purchasing and Contracts Division

NOTICE TO BIDDERS/OFFERORS

To ensure that your bid/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 Ginny Coleman, Senior Purchasing Agent at (407) 836-5640.

TABLE OF CONTENTS

| | <u>DESCRIPTION</u> | <u>PAGE</u> |
|-----|---|--------------------|
| 1. | GENERAL TERMS AND CONDITIONS | 2-11 |
| 2. | SPECIAL TERMS AND CONDITIONS | 12-18 |
| 3. | SPECIFICATIONS | 19-25 |
| 4. | BID PROPOSAL FORM | 26-29 |
| 5. | REFERENCES | 30-31 |
| 6. | DRUG-FREE WORKPLACE FORM | |
| 7. | SCHEDULE OF SUBCONTRACTING FORM | |
| 8. | CONFLICT OF INTEREST FORM | |
| 9. | RELATIONSHIP DISCLOSURE FORM | |
| 10. | FREQUENTLY ASKED QUESTIONS (FAQ) | |
| 11. | ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT | |
| 12. | FREQUENTLY ASKED QUESTIONS (FAQ) | |
| 13. | EXHIBIT 1 | |
| 14. | EXHIBITS A THROUGH E | |

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of specification requirements and bid forms. The bid proposal page(s), and all forms listed on the bid proposal page(s) shall be completed, signed, and sealed in an envelope **bearing the bid number** on the outside and mailed or presented to the Purchasing and Contracts Division on or before the specified time and date. Failure to comply with the preceding requirements shall result in the rejection of the bid.

Bids submitted by telephone or telegram shall not be accepted. Also, faxed bids are not acceptable. Faxed bids shall be rejected as non-responsive **regardless of where the fax is received**.

It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing and Contracts Division. All bids, proposals or quotations, unless otherwise specified, must be delivered to the following address not later than the time and date specified in the solicitation:

Purchasing and Contracts Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal or quotation 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 will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Such bids will be returned to the vendor unopened. The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, ten (10) days after bid opening, or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Purchasing and Contracts Division at the address listed above or by calling (407) 836-5635. Please specify the bid number for which you are inquiring.

2. FEDERAL AND STATE TAX

Orange County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Purchasing and Contracts Division will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with Orange County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any vendor/contractor be authorized to use the County's Tax Exemption Number in securing such materials.

3. ACCEPTANCE/REJECTION/CANCELLATION

Orange County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. Orange County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Orange County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. Orange County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

Orange County reserves the right, and the Manager of Purchasing and Contracts Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

4. NO BID

Where more than one item is listed, any items not bid upon must be indicated "NO BID".

5. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches. Should the awarded bidder permanently or temporarily hire any County employee who is, or has been, directly involved with the bidder prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

6. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

1. Vendors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
2. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Blacks, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Purchasing and Contracts Division or the Business Development Division for information and assistance.

7. UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS)

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Orange County for any terms and conditions not specifically stated in this Invitation for Bid.

8. MISTAKES

In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. AVAILABILITY OF FUNDS

The obligations of Orange County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners, or other specified funding source for this procurement.

10. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the awarded vendor shall abide by the following provisions:

- (a) The awarded vendor shall represent that awarded vendor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- (b) The awarded vendor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- (c) The provisions of the prime contract shall be incorporate by the awarded vendor into the contracts of any applicable subcontractors.

11. BID TABULATION AND RESULTS

Bid tabulations shall be available upon written request ten (10) days after opening. Requests may be faxed to (407) 836-5899. Bid opening results will be available on the Bid Hotline (407) 836-0011 the day following the bid opening.

12. BID FORMS

All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

13. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this invitation for bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in such state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects which in Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

14. RECIPROCAL IN-STATE PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a County other than Orange County, and such County grants a bid preference for purchases to a bidder whose principal place of business is in such County, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the County in which the lowest responsive and responsible bidder has its principal place of business.

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Purchasing and Contracts Division and at <http://orangecountyfl.net/cms/BUSINESS/vendors/award.htm> prior to submission through the appropriate approval process and will remain posted for a period of five full business days. Failure to file a protest to the Purchasing and Contracts Manager by 5:00 PM on the fifth full business day period shall constitute a waiver of bid protest proceedings. Additional information relative to lobbying and protests can be found at <http://www.orangecountyfl.net/cmsdocs/govern/lobbyist/lobbyingord.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful bidder. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one of more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

16. BID AND RELATED COSTS

By submission of a bid, the bidder agrees that all costs associated with the preparation of his/her will be the sole responsibility of the bidder. The bidder also agrees that the County bears no responsibility for any costs associated with the preparation of the bid and/or any administrative or judicial proceedings resulting from the solicitation process.

17. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

18. PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may 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.

19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form, attached hereto, must be submitted prior to award of the bid. **Failure to submit this form prior to award of the bid shall result in rejection/disqualification of your bid. Failure to certify the firm has a drug-free workplace in accordance with Florida Statute 287.087 shall result in rejection/disqualification of your bid.**

20. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

21. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

22. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- a. **Orange County Specific Project Expenditure Report -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code.** This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

- b. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation. No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

23. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PURCHASING & CONTRACTS DIVISION

Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. Invitation for Bids Number**
- B. Hour and Date of Opening**
- C. Name of Bidder**

Bids received in the **PURCHASING AND CONTRACTS DIVISION** after the time and date specified, due to failure to identify the envelope with the above information shall be rejected.

24. COPIES

Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

25. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing and Contracts Division upon receipt of this Invitation for Bids and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

26. VENDOR ASSISTANCE WITH SPECIFICATIONS

Any prospective bidder which assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

27. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Florida Prompt Payment Act. Cash discounts for prompt payment will not be considered in determining the lowest net cost for bid evaluation purposes.

28. PATENTS AND ROYALTIES

Unless otherwise provided, the bidder shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

29. INDEMNIFICATION

To the fullest extent permitted by law, the VENDOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the VENDOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

30. CLARIFICATIONS

It is the bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bid shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Purchasing and Contracts Division, at the phone number on the bid cover sheet or by fax at (407) 836-5899 or by mail **prior** to bid opening, should clarification be required. It is recommended such requests for clarifications from the County be faxed.

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.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

The County and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the vendor.

33. PRICING/AUDIT

The awarded contractor shall establish and maintain a reasonable accounting system, which enables ready identification of contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the contractor or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

34. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the contractor remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

35. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Consultant against the County relating to a particular contract shall be submitted to the Purchasing and Contracts Manager in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Consultant.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Purchasing and Contracts Manager shall be issued in writing and shall be furnished to the Contractor/Consultant. The decision shall state the reasons for the decision reached. The Purchasing and Contracts Manager shall render the final decision within sixty (60) days after receipt of Contractor’s/Consultant’s written request for a final decision. The Purchasing and Contracts Manager’s decision shall be final and conclusive.

The Contractor/Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Purchasing and Contracts.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The bidder will submit the following information with his bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses and telephone numbers of owners by completing the reference sheets on pages 30 and 31.
- B. List of equipment and facilities available to do the work. Orange County will only consider vendors clearly listing equipment/capability of the following:
 - 1) Own or lease a minimum of two Class A wrecker vehicles. A minimum of one (1) vehicle must be a Class A Rollback or Slideback Wrecker as defined in Florida Highway Patrol Wrecker Rules, Section 15B-9.005(7)© F.A.C., Amended 10/15/94 and amendments thereafter. Submit proof of possession of minimum of two such wreck vehicles by submitting a copy of their current vehicles registrations with your bid responses.
 - 2) Maintain and operate a base of operations, dispatch function, and secure storage area in the western half of Orange County, defined as west of U.S. Highway 441, north to the Seminole County line, and south to the Osceola County line.
 - 3) Sufficient trained wrecker operators and office staff to perform the scope of work.
- C. Name, telephone number and e-mail address of the bidder's point of contact that County will submit towing requests to.

Failure to submit the above requested information may be cause for rejection of your bid.

2. LICENSES AND PERMITS

Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded vendor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Manager, Purchasing and Contracts Division or his/her designee.

3. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award, whichever is earlier. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw his bid or provide a written extension of his bid.

4. AWARD

Award shall be made on an “All-or-None Total Bid”, or “All-or-None Total Estimated Bid” basis to the lowest responsive and responsible bidder.

5. POST AWARD MEETING

Within ten (10) days after receipt of notification of award of bid, Contractor shall meet with the County’s representative(s) to discuss job procedures and scheduling.

6. F.O.B. POINT

The F.O.B. shall be Contractor’s secure vehicle storage location. Bid proposals showing other than F.O.B. Destination will not be accepted. The bid price shall include all costs of towing, storage, security and required notifications.

7. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than twenty-four (24) hours from receipt of towing request or if it is an emergency within one (1) hour, as directed by Code Enforcement for public safety reasons. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

If said vendor shall neglect, fail or refuse to provide the services within the time herein specified, then said vendor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Purchasing and Contracts Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The vendor shall, within three (3) calendar days from the beginning of such delay, notify the Manager, Purchasing and Contracts Division in writing of the cause(s) of the delay.

8. TERMINATION

A. Termination for Default:

The County may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County’s performance standards.
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.

3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the County will provide adequate written notice to the (vendor/contractor/consultant) through the Manager, Purchasing and Contracts, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the vendor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the vendor shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- D. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

9. PAYMENT

No payment will be made to the Contractor by the County except as provided for in Section VIII, Rates and Charges, of the specifications and only with the written approval of the Manager of the Code Enforcement Division. In the event of a Withdrawn Request for Service, the County will reimburse the Contractor a flat rate of \$55.00 per occurrence. In the event of an Error by the Code Enforcement Division, the County will reimburse the Contractor for actual services rendered at the contracted rates. Invoices submitted must clearly state the type of occurrence and itemize by type of services provided (i.e. tow, storage rate, number of days stored) and include supporting documentation.

Payment shall be made in accordance with Florida Statute 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice, in duplicate, to:

Orange County Code Enforcement Division
Cassady Building
2450 W. 33rd Street
Orlando, FL 32839
Phone (407) 836-5505

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

10. REQUIRED REPORTS

The awarded vendor shall supply a semi-annual report to the Code Enforcement Division of towing activity performed as further defined in the Specifications. Failure to supply said report shall be cause for termination of the contract.

11. INSURANCE REQUIREMENTS

VENDOR/AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by VENDOR/AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by VENDOR/AGENCY under this contract.

The VENDOR/AGENCY shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.flair.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

1. Workers' Compensation - The VENDOR/AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY. **Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any VENDOR/AGENCY using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).**
2. Commercial General Liability - The VENDOR/AGENCY shall maintain coverage issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with a limit of liability of not less than \$500,000 per occurrence. VENDOR/AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The VENDOR/AGENCY shall maintain coverage for all owned; non-owned and hired vehicles issued on **the most recent version of the ISO form as filed for use in Florida or its equivalent**, with limits of not less than \$500,000 per accident. In the event the VENDOR/AGENCY does not own automobiles the VENDOR/AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

By entering into this contract VENDOR/AGENCY agrees to provide a waiver of subrogation or waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the VENDOR/AGENCY to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR/AGENCY agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

VENDOR/AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.

Prior to execution and commencement of any operations/services provided under this contract the VENDOR/AGENCY shall provide the COUNTY with current certificates of insurance evidencing all required coverage. **In addition to the certificate(s) of insurance the VENDOR/AGENCY shall also provide a blanket (Exhibit B) or specific (Exhibit C) Additional Insured Endorsement and all Waiver of**

Subrogation (Exhibit D) or Waiver of Transfer of Rights of Recovery (Exhibit E) endorsements for each policy as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the VENDOR/AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Purchasing & Contracts Division
400 E. South Street
Orlando, Florida 32801

12. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery (purchase) orders against the term contract on an “as needed” basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the vendor for a lower unit price which will be incorporated into the contract. Failure of the contractor to agree to a reduced unit price may result in the termination of the contract and resolicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the vendor within the time specified in the order. The contract shall govern the vendor’s and the County’s rights and obligations with respect to that order to the extent as if the order were completed during the contract’s performance period.

13. PRICE ADJUSTMENT

Written request for price adjustments may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increased price adjustment(s) must be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. The base period for any requested adjustment shall be the beginning of the latest period during which an adjustment may have been made. For

example, if annual adjustments may be requested under a three-year contract and none is requested after the first two years, the base period for an adjustment effective the third year shall be the beginning of the second year. All requests for price adjustment(s) shall be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase. The maximum allowable increase shall not exceed 4%. All price adjustments must be accepted by the Manager, Purchasing and Contracts Division and shall be accomplished by written amendment to this contract.

14. BID PREFERENCE

The Orange County M/WBE Ordinance sets minimum annual contract dollar participation goals for minority/women business enterprise firms as follows: Goods – 10% and Services – 24%. As part of this program, vendors are required to complete the attached Schedule of Subcontracting Form listing **ALL** subcontractors (majority, women and minority) their firm will utilize in fulfillment of the requirements of this solicitation.

Also, in accordance with the County M/WBE Ordinance, award of this Invitation for Bids may be made to the lowest responsive and responsible certified Minority/Women Business Enterprise bidder as long as that bid does not exceed the percentages listed below:

5.5% on bid awards from \$100,000 to 750,000 or 4% on bid awards from \$750,000.01 to \$2,000,000 or 3% on bid awards over \$2,000,000.

15. REFERENCES

A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. More than one person can be listed but all must have knowledge of the project. The reference shall be the owner or a representative of the owner. Consultants or contractors who provided services under the referenced project (contract) shall not be accepted as references. **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 County's inquiries may negatively impact the responsibility of the bidder.

16. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County shall order from the Contractor all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the Contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

SPECIFICATIONS

I. GENERAL

Contractor shall provide vehicle towing, storage, and owner notification services as directed by the Orange County Code Enforcement Division and in accordance with Orange County Ordinance No. 2009-12, including any modifications and Florida State Statutes. The Code Enforcement Division divides the County into an East area and a West area for the purpose of awarding code enforcement towing contracts. Consequently, there are two contracts. The area of the County covered under this contract shall be west of U.S. Highway 441 from the Seminole County line south to the Osceola County line. However, the County reserves the right to utilize either Contractor in either area based on need.

II. DEFINITIONS

Class A Tow - Towing of a vehicle with a Gross Vehicle Weight up to 10,000 pounds or vehicle carrying a vessel fifteen feet in length or less.

Class B Tow - Towing of a vehicle with a Gross Vehicle Weight of 10,001 pounds or more but less than 19,500 pounds or a vehicle carrying a vessel more than fifteen feet but less than twenty-two feet in length.

Code Enforcement Officer – shall mean an employee of the Orange Code Enforcement Division who is authorized to enforce Chapter 28, Article III, and Chapter 35, Article II, of the Orange County Code, as may be amended from time to time, and to execute such other functions as determined by the manager of the Orange County Code Enforcement Division.

Code Enforcement Call – shall mean communication from a Code Enforcement Officer to Contractor requesting towing of a vehicle.

Distance Towed – shall mean the total mileage computed from the site of the tow to the storage facility at which the vehicle is stored.

Equipment – shall mean all tools, devices and technology utilized by the Contractor in implementing the terms of the contract.

GVWR – Gross Vehicle Weight Rating as established by the manufacturer of the vehicle and as evidenced by the manufacturer's data plate affixed to the vehicle.

Towing – shall mean the removal, by a wrecker truck, of a vehicle from private and public property from the unincorporated portions of Orange County to a storage facility pursuant to the terms of this contract. Included in this action are all support activities which enable the Contractor to remove, transport and store any vehicle, including, but not limited to, servicing roll-overs or submerged vehicles, winching, dropping (releasing) drive shafts, unlocking doors, removing bumpers, airing up brakes, providing air bags and waiting time.

Trip Record – shall mean documentation prepared by the Contractor as a record of the description of each vehicle towed, the time and distance of the tow, and the storage facility at which the vehicle is stored.

Vehicle – shall mean type of vehicle which is self propelled, to include motor vehicles, boats and trailers.

III. PROCEDURES

1. Request for Towing Services

The request to the Contractor to remove an identified junk vehicle shall be made by faxing or hand delivery by the County of a completed Junk Vehicle Notice. The Junk Vehicle Notice will contain information regarding the vehicle description (color, make, model, condition), Vehicle Identification Number (VIN), license number, physical address of the vehicle, and any other available information which may be helpful to the Contractor in locating the vehicle.

2. Response to Towing Request

Contractor shall stand ready to provide towing services during the hours of 7:00 A.M. until 7:00 P.M. Monday through Friday, and from 8:00 A.M. until 6:00 P.M. on Saturdays and Sundays. When Contractor receives a Code Enforcement call from a Code Enforcement Officer, Contractor shall respond to the call within one (1) hour when directed by the officer or within twenty-four (24) hours, under routine circumstances. Should the Contractor be temporarily unable to provide towing service due to circumstances beyond its control, Contractor shall immediately notify the Code Enforcement Officer of that fact. Upon resumption of ability to provide towing service, the Contractor shall also notify the Code Enforcement Officer to that effect. It shall not be necessary for a Code Enforcement Officer to be present when the subject vehicle is towed. If the tow vehicle driver encounters difficulty with the owners or others, the driver shall call for assistance from the Orange County Sheriff's Office and the requesting Code Enforcement Officer. If necessary, the Contractor shall be required to move other vehicles that are blocking the vehicle to be towed. Contractor shall remove the subject vehicle from the location identified in the Code Enforcement call in a safe, speedy and professional manner without causing damage to the vehicle. A flatbed or rollback wrecker shall be used when the nature of the tow is within the capability of that tow vehicle. However, if size or capacity limitations exist, the Contractor may use another wrecker configuration, provided the vehicle is also removed in a safe, speedy, and professional manner. If the Contractor's equipment is inadequate or insufficient to render the requested services, the Contractor shall obtain the necessary towing equipment for the same towing rates, unless an exception is made by the County per paragraph VIII, Rates and Charges.

3. Reporting of Towing

Immediately following the tow of a vehicle pursuant to a Code Enforcement Call, the Contractor shall notify the requesting Code Enforcement Officer by telephone, or by written notice, of the completion of towing. At that time, the Contractor shall provide a description of the vehicle to include make, model, license tag number and any other identifying information available. Contractor shall also report the tow to the Orange County Sheriff's Office and complete all other notifications as required by F.S.S. 715.07 and Orange County Ordinance No. 2009-12. Additionally, the Contractor will maintain Trip Record, detailing at minimum, the following:

Name of requester (Code Enforcement Officer)
Date and time of request
Vehicle make/model/color
Vehicle tag number (if available)
VIN #
Location/address of tow site
Date and time of tow hookup
Miles from tow site to storage site.
Name of vehicle owner
Address of storage site vehicle is towed to

The County reserves the right to inspect the Contractors Trip Records upon request.

4. Notices to Owner

Contractor shall provide written notification by certified mail of the claim of a lien within seven days of taking possession of the vehicle and perform all related actions as required by F.S.S. 713.78.

5. Inspection and Removal of Personal Items by Owner

Contractor shall allow the registered or lawful owner or custodian, as evidenced in writing as acknowledged by a notary public or other person empowered by the law to administer oaths, of a vehicle towed by the Contractor pursuant to a Code Enforcement Call, to inspect the vehicle and remove from it any personal property not affixed. No accessories or auto parts shall be removed except as allowed by the Contractor.

6. Release of Vehicle to Owner

Contractor shall release any vehicle towed as a result of this contract to its owner or custodian within one (1) hour after requested (during the hours stated under Vehicle Storage) per F.S.S. 715.07(9). The owner or custodian must provide proof of ownership or authorization to obtain custody of the vehicle. The vehicle owner or custodian shall have the right to inspect the vehicle before accepting its return.

The Contractor shall not require the vehicle owner or custodian to sign a waiver or release from liability for damages as a condition for release of the vehicle. If a vehicle owner or custodian arranges to have the towed vehicle removed from the Contractor's storage facilities by another towing operator, the Contractor shall provide that operator reasonable access to the subject vehicle to allow for removal. Contractor shall allow law enforcement personnel and authorized representatives or investigators of insurance companies and lien holder's reasonable access to examine towed vehicles for the purpose of damage or value estimates.

7. Collection of Money

The vehicle owner or custodian shall be liable for all fees due for towing and storage. The Contractor shall collect all towing and storage charges assessed by the Contractor in compliance with the rates specified herein and all applicable terms. Responsibility for collection is the sole responsibility of the Contractor.

IV. MINIMUM EQUIPMENT REQUIREMENTS

1. Any wreckers and other tow equipment used by the Contractor in rendering services under contract shall meet or exceed the requirements of paragraph (7)(a) of the above referenced Rules to include all tools and equipment that are required to be carried on the wrecker.
2. Contractor shall maintain a radio communication system between all of its tow vehicles and Contractor's place of business. A citizens band (CB) radio shall not be construed as in compliance with this section.

V. INSPECTION OF EQUIPMENT

1. The Code Enforcement Division Manager, or his duly authorized agents, reserve the right to inspect, at any reasonable time, any and all wreckers, facilities, applicable equipment and tow records of the Contractor to assess compliance with the contract. Contractor shall provide the Code Enforcement Division Manager or his authorized representatives with reasonable access and assistance in the examination of vehicles stored by the Contractor. This shall include adequate equipment (wrecker) for moving of vehicles at storage location to allow thorough inspection.
2. Notice of any discrepancies or deficiencies in storage facilities or equipment found by the County will be submitted to the Contractor in writing. The Contractor shall remedy such discrepancies or deficiencies within ten (10) days of receipt of such notice. Failure of the Contractor to comply within the stated time period may lead to termination of the contract by the County without further notice.

VI. OPERATOR REQUIREMENTS

1. Contractor shall ensure all wrecker operators and drivers who perform services under this contract are qualified as required by Florida Highway Patrol Wrecker Rules, Section 15B-9.006(1), Wrecker Operator Requirements, and amendments thereof.
2. Wrecker operators shall act in a professional and ethical manner when performing services for the County.

VII. VEHICLE STORAGE

The Contractor shall have a base of operations, dispatch point, and secure vehicle storage location (s) within the area west of U.S. Highway 441. The Contractor may lease or own such secure storage areas. Secure storage areas shall comply with F.S.S. 713.78 (7)(b) and be clearly marked with a sign and a telephone number where the Contractor can be reached at all times. Secure storage facilities shall be surrounded by a minimum six-foot high chain link fence or solid wall, shall be kept free of weeds and debris, shall have a separate section for contract related storage, and shall have a minimum capacity of fifty (50) vehicles. Stored vehicles shall be positioned in such a manner as to allow removal without excessive delay. All fences and locks shall be maintained in proper repair throughout the term of the contract. Any damages to such enclosures shall be repaired within twenty-four (24) hours to ensure proper protection for stored vehicles. The Contractor shall provide an attendant who is available at all times to release vehicles to their owners during the hours of 7:00 A.M. through 7:00 P.M., Monday through Friday, and from 8:00 A.M. through 6:00 P.M. Saturday and Sunday.

VIII. RATES AND CHARGES

1. All rates for towing services, storage, and administrative shall not exceed the maximum rates stipulated by County Ordinance 2009-12. This shall include flat towing rates up to ten (10) miles, additional per mileage charges over ten (10) miles, vehicle storage past six (6) hours, and administrative charges allowed by the ordinance. This shall apply to all classes of towing.
2. Errors and Cancellations
 - a. Errors by Contractor

Any vehicle towed and/or stored due to the Contractor's error shall be returned to the owner or custodian within twenty-four (24) hours at no cost to the owner. The Contractor shall tow such vehicles back to the original location of the tow. The Code Enforcement Division Manager shall be the sole determinant of whether such error occurred.

b. Errors by Code Enforcement Division

Any vehicle towed and/or stored by the Contractor due to an error by the Code Enforcement Division shall be returned to the owner or custodian within twenty-four (24) hours. The County will reimburse the Contractor a flat rate of \$110 only in this event. The Code Enforcement Division Manager will be the sole determinant of whether such error occurred.

c. Withdrawn Requests for Service

When a request for service by the Code Enforcement Division is withdrawn or cancelled by the County after the towing Contractor arrives at the site to which they directed, the Code Enforcement Division will reimburse the Contractor at a flat rate of \$55.00 as compensation for their response.

d. Removal By Owner

There will be no compensation to the Contractor if the vehicle owner or custodian removes the subject vehicle prior to the actual hookup of the vehicle to the wrecker.

3. Storage Charges

All storage fees for vehicles towed and stored pursuant to the contract shall be based on a twenty-four (24) hour period. The first six (6) hours of storage from time of arrival at the storage facility shall be free per Florida State Statute. Subsequently, for each twenty-four (24) period, the Contractor shall provide and charge a fee for storage of vehicles in a secured area either inside or outside. Such fees shall not exceed the rates specified by Orange County Ordinance No. 2009-12, including all Ordinance amendments. Outside storage spaces shall be a minimum of nine feet by twenty feet. If the Contractor charges more for inside storage, the Contractor may only do so with the prior written consent of the vehicle owner or custodian.

4. Additional Service Charges

The Contractor shall not charge the vehicle owner or custodian any additional fees for customary towing and storage services. In the event that unusual circumstances dictate the use of special storage or special equipment, such as a crane, the County may negotiate a revised towing fee amount with the Contractor if the County directs the Contractor to directly obtain the special type of equipment needed. In the event that it is beyond the capability of the Contractor to provide specialized equipment, the County may contract independently for the necessary equipment or the service. The Contractor may charge for additional time on scene if, due to extenuating circumstances, the Contractor is retained at the tow site for longer than thirty (30) minutes. The rates charged may not exceed the contractual rate or those detailed in Orange County Ordinance No. 2009 and shall be billed in fifteen (15) minute increments.

5. Posting of Rates

The Contractor shall post the contracted rates for towing and storage fees in plain view at the vehicle storage site. Additionally, the list of rates shall be available to the vehicle owner or custodian from the tow vehicle driver at time of the tow.

IX. REPORTING

Semiannually, the Contractor shall provide a summary report to the Code Enforcement Division of all towing and storage activities performed under this contract for the previous six months. The "Code Enforcement Towing Contractor Activity Report" at Exhibit 1 shall be used to document this information.

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than twenty-four (24) hours After Receipt of Order (ARO) per Special Terms and Conditions #8.

Inquiries regarding this Invitation for bids may be directed to Ginny Coleman, Senior Purchasing Agent, at telephone number (407) 836-5640.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Proposal, Authorized Signatories/Negotiators, Drug-Free Workplace, Conflict/Non-Conflict of Interest Form, Schedule of Sub-Contracting, current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report.
- B. Descriptive literature or detailed specifications for any equal products proposed.
- C. Completed reference documentation, pages 30 and 31.
- D. Qualifications of Bidders information, per Special Terms and Conditions #1.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: ^{DBA} RIKER'S ROADSIDE SERVICES / CORO IMPORT EXPORT, INC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID/PROPOSAL.

TIN#: 42-1636790

Address: 1100 CENTRAL FLORIDA PARKWAY ORLANDO
(Street No. or P.O. Box Number) (Street Name) (City)
ORANGE FL 32837
(County) (State) (Zip Code)

Contact Person: RICARDO AMO

Phone Number: 407-855-7776 Fax Number: 407-859-5579

E-mail Address: RIKERSROADSIDE@MEGAPATHDSL.NET

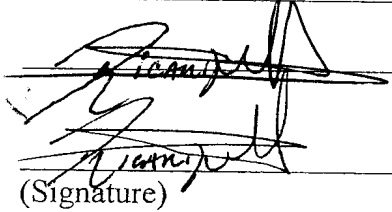
EMERGENCY CONTACT

Emergency Contact Person: BRUNHILDE GRAHAM
Telephone Number: 407-855-7776 Cell Phone Number: 407-683-5104
Residence Telephone Number: 407-293-2245

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following persons are authorized to sign bids, proposals, negotiate and/or sign contracts and related documents to which the bidder will be duly bound:

| Name | Title | Telephone Number/E-Mail |
|-----------------------|----------------|--|
| <u>RICARDO AMO</u> | <u>MANAGER</u> | <u>407-247-2072 / RICARDOAMOT8@HOTMAIL.COM</u> |
| <u>VICTOR GAUBECA</u> | <u>OWNER</u> | <u>407-483-1180 / GAUBECAV@HOTMAIL.COM</u> |


(Signature)

08/26/09
(Date)

MANAGER
(Title)

CORO IMPORT EXPORT, INC DBA LIKEN'S ROADSIDE SERVICES
(Name of Business)

The bidder/offeror shall complete and submit the following information with the bid or proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: FLORIDA

Principal Place of Business (Florida Statute Chapter 607): ORLANDO / ORANGE / FLORIDA
City/County/State

Federal I.D. or Social Security number is 42-1636790

ACKNOWLEDGEMENT OF ADDENDA

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 not later than the date and time for receipt of the bid or 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 specifications/scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

REFERENCES:

List three (3) customers during the past ten (10) years for the goods or services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

1. Owner's Name: FLORIDA HIGHWAY PATROL
- a. Description of goods or services provided: ROADSIDE RECOVERY AND ASSISTANCE, ACCIDENT TOWING AND STORAGE.
- b. Contract Amount: \$40,000.00 PER YEAR
- c. Date services completed: CURRENTLY SERVICING
- d. Contact Person: LIEUTENANT EDDIE T. HERRELL
Address: 133 SOUTH SEMORAN BLVD.
ORLANDO, FL 32814
Telephone Number: 407-737-2213 or 2212
Email Address: _____

2. Owner's Name: ORANGE COUNTY PUBLIC SCHOOLS
- a. Description of goods or services provided: ROADSIDE RECOVERY AND TOWING SERVICES.
- b. Contract Amount: \$22,290.00
- c. Date services completed: SEPTEMBER 2008
- d. Contact Person: RANDY WHEELER
Address: 6721 HANGING MOSS RD.
ORLANDO, FL 32807
Telephone Number: 407-317-3816
Email Address: WHEELER2@OCPS.NET

3. Owner's Name: ORANGE COUNTY CODE ENFORCEMENT - WESTSIDE

a. Description of goods or services provided: TOWING SERVICES

b. Contract Amount: \$27,102.00

c. Date services completed: CURRENTLY SERVICING CONTRACT

d. Contact Person: NORMAN SPIWAK

Address: 2450 W. 33RD STREET, 2ND FLOOR

ORLANDO, FL 32839

Telephone Number: 407-468-5001

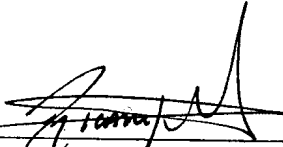
Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that
COGO IMPORT EXPORT, INC DBA RIVER'S ROADSIDE SERVICES 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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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



Bidder's Signature

08/26/09

Date

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

CHECK ONE

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

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

CORO IMPORT EXPORT, INC DBA RIKEN'S ROADSIDE SERVICES

COMPANY NAME


AUTHORIZED SIGNATURE

RICARDO AMO
NAME (PRINT OR TYPE)

MANAGER
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.

IN THE COUNTY COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO. 2008-SC-1275-O

SERGIO LUIS LEAL,

Plaintiff(s),

vs.

CORO IMPORT EXPORT, INC.,
d/b/a RIKER'S ROADSIDE SERVICES
INC., CARMEN ALBA RUIZ,

Defendant(s).

FINAL JUDGMENT FOR DEFENDANT

This action came before the Court for Non-Jury Trial on May 8, 2008, and on the evidence presented,

It is ORDERED and ADJUDGED as follows:

1. That the Plaintiff, SERGIO LUIS LEAL, shall take nothing by this action.
2. That the Court hereby enters a Final Judgment in favor of the Defendant, CORO IMPORT EXPORT, INC., d/b/a RIKER'S ROADSIDE SERVICES INC., CARMEN ALBA RUIZ.

DONE and ORDERED in Orlando, Orange County, Florida, this 9 day of May, 2008.

~~/s/ NANCY CLARK~~
NANCY L. CLARK
County Court Judge

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to: Sergio Luis Leal, 13056 Ruidosa Loop, Orlando, Florida 32837 and to Nick Asma, Esquire, 884 South Dillard Street, Winter Garden, Florida 34787 this 9 day of May, 2008.

Conformed and Mailed

Judicial Assistant
~~MAY 09 2008~~

RENEE HARPER
Judicial Assistant

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

DAIMLERCHRYSLER FINANCIAL SERVICES
AMERICAS LLC, a foreign corporation,

Plaintiff,

vs.

Case No:
Civil Division

CORO IMPORT EXPORT, INC., a Florida
corporation d/b/a RIKER'S ROADSIDE SERVICES,
and MARCO M DE NOBREGA-FERNANDEZ,
a Florida citizen,

Defendants.

COMPLAINT

Plaintiff, DAIMLERCHRYSLER FINANCIAL SERVICES AMERICAS LLC ("DCFSA"), successor by merger to DaimlerChrysler Services North America LLC, a foreign corporation ("DCFSA"), through its undersigned attorneys, hereby sues Defendant, CORO IMPORT EXPORT, INC., a Florida corporation d/b/a RIKER'S ROADSIDE SERVICES ("RIKER'S"), and MARCO M. DE NOBREGA-FERNANDEZ ("DE NOBREGA-FERNANDEZ"), a Florida citizen, and in support hereof, alleges the following:

1. This Court has jurisdiction over this matter in that it is an action for damages in excess of the sum of \$15,000.00, exclusive of interest, fees, and costs.
2. Venue is proper in Orange County, Florida in accordance with Sections 47.011, 47.021, and 47.051 of the *Florida Statutes* in that RIKER'S is located in said county, and at all relevant times herein all incidents complained of occurred in said county.
3. DCFSA was and is a foreign limited liability company licensed to do business

throughout the State of Florida during all material times herein, including Orange County, Florida.

4. At all times material hereto, RIKER'S was a Florida limited liability corporation whose principal place of business is at 1930 Central Florida Parkway, Orlando, Florida 32837, and who was transacting business in Orange County, Florida, at all relevant times.

5. DE NOBREGA-FERNANDEZ is a Florida citizen residing at 2404 Placid Way, Kissimmee, Osceola, Florida 34758, and was transacting business in Orange County at the relevant times.

FACTS COMMON TO ALL COUNTS

6. On or about September 30, 2006, DE NOBREGA-FERNANDEZ entered into a Retail Installment Contract (the "Contract") relating to a 2006 Dodge Caravan, VIN: 1D4GP24R56B534979 (the "Vehicle") with Napleton's South Orlando Chrysler-Jeep in Kissimmee, Florida. A true and correct copy of the Contract is attached hereto and incorporated herein by reference as Exhibit "A."

7. DCFSA is the owner and holder of the Contract by way of assignment from Napleton's South Orlando Chrysler-Jeep, and DCFSA received a title and confirmation of its first position lien on the Vehicle from the State of Florida on or about October 10, 2006. DCFSA duly perfected the security interest in the Vehicle by filing a financing statement describing the collateral, which was recorded by the Florida Department of Highway Safety and Motor Vehicles. A true and correct copy of the registration issued for the Vehicle, and which evidences DCFSA's status as first position lienholder, is attached hereto and incorporated by reference as Exhibit "B."

8. Almost immediately after executing the Contract with DCFSA, DE NOBREGA-

FERNANDEZ defaulted on his obligations thereunder. For several months DCFSA attempted to encourage him to pay his account up-to-date and, in addition to providing him with notice of default, DCFSA also mailed him two notices of intent to repossess the subject Vehicle.

9. However, upon information and belief, before DCFSA was able to repossess the Vehicle from DE NOBREGA-FERNANDEZ, the events described in paragraphs 10-17 below, took place.

10. Subsequent investigation by DCFSA revealed that on or about December 12, 2006, the subject Vehicle was purportedly found abandoned at 1808 Saturn Blvd., Kissimmee, Florida.

11. The owner who abandoned the Vehicle, DE NOBREGA-FERNANDEZ, has reportedly left the United States.

12. Thereafter, RIKER'S towed the Vehicle to its premises on or about December 12, 2006.

13. RIKER'S has claimed, but provided no evidence whatsoever, that it has complied with any of the requirements of *Florida Statute § 713.78 et seq.*

14. Subsequent investigation by DCFSA revealed that, in fact, the subject Vehicle was in fact auctioned by RIKER'S on an unknown date, and allegedly "purchased" by RIKER'S for an unknown bid, and DCFSA has been unable to obtain further details on this transaction.

15. DCFSA, prior to learning of the purported auction and sale by RIKER'S, never received actual or constructive notice of either RIKER'S lien upon or intent to auction the subject Vehicle.

16. All conditions precedent to bringing this action have occurred, have been performed, or have been waived.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This form should be completed in full and filed with all bids, proposals, quotes or other responses to the Orange County Solicitation and shall remain cumulative. Amendments to the initial report shall also be submitted to the Purchasing and Contracts Division.

Part I

Please complete the following:

Name and Address of Principal or Principal's Authorized Agent: CORO IMPORT EXPORT, INC

DBA RIKEN'S ROADSIDE SERVICES 1100 CENTRAL FLORIDA PARKWAY ORLANDO, FL 32837

Name and Address of Lobbyist, consultants, contractors, if any: _____

Part II

Expenditures:

An "expenditure" is defined to mean a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying, as this term is defined in section 2-351, Orange County Code. The term "expenditure" does not include contributions or expenditures reported pursuant to chapter 106, FS, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4). (s.112.3215, FS) Do not disclose professional fees paid by the principal to his/her lobbyist for the purpose of lobbying. (s.2-354, Orange County Code)

The following is a complete list of all lobbying expenditures incurred by the principal or his/her authorized agent, his/her lobbyist, and/or his/her contractors, if applicable, expended in connection with the above-referenced project or issue:

| Date of Expenditure | Name of Payee | Description of Expenditure | Amount Expended |
|---------------------|---------------|----------------------------|-----------------|
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |
| | | | \$ |

If continued on a separate sheet, please check here _____

Date of this Report: 08/26/09

Total Expenditures this Report: \$ _____

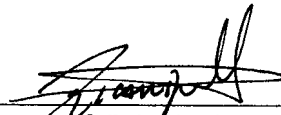
Solicitation # Y10-101-GC

Specific Project Expenditure Report (December 16, 2008)

Part III

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I further acknowledge and agree to comply with the requirement of section 2-354 of the Orange County code to amend this specific project expenditure report for any additional expenditure incurred related to this solicitation prior to the scheduled Board of County Commissioner meeting. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 08/26/09



Signature of Principal or Principal's Authorized Agent
(*check appropriate box*)

Failure to complete and submit this form with your bid, proposal or response may render it non-responsive.

RELATIONSHIP DISCLOSURE FORM
For use with procurement items except
When the County is the principal or primary applicant

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offeror, quoter or respondent or his/her agent and shall be submitted to the Purchasing Division by the bidder, offeror, quoter or respondent or his/her agent.

In the event any information provided on this form should change, the applicant(s) should file an amended form on or before the date of project consideration before the appropriate board or body.

APPLICANT(S) INFORMATION

Name of Applicant(s): CONO IMPORT EXPORT, INC DBA RIKEN'S ROADSIDE SERVICES

Business Address (Street/P.O. Box, City and Zip Code): 1100 CENTRAL FLORIDA PARKWAY
ORLANDO, FL 32837

Business Phone (407) 855-7776

Facsimile (407) 859-5579

IS THE BIDDER, OFFEROR, QUOTER OR RESPONDENT OR ANY PERSON INVOLVED IN THIS SOLICITATION A RELATIVE OR BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

IS THE MAYOR OR ANY MEMBER OF THE BCC YOUR EMPLOYEE?

IS ANY PERSON WITH A BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR MEMBER OF THE BCC?

 YES X NO

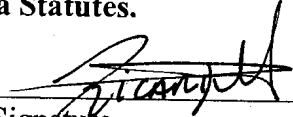
If you responded yes to any of the above questions, please state with whom and explain the relationship: _____

Solicitation # Y10-101-GC

ORIGINAL SIGNATURE REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced solicitation is scheduled to be presented. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 08/26/09



Signature

RICARDO AMO / MANAGER
Print Name and Title