

**LEE COUNTY, FLORIDA  
INFORMAL TELEPHONE QUOTATION FOR  
TOWING SERVICES FOR CODE ENFORCEMENT**

Vendors

Lee County is seeking towing services for the code enforcement section of Community Development. The service will be primarily for removal of non-county abandoned vehicles and vehicles in violation of County Codes. The services may at times include towing other types of equipment such as trailers, boats or other structures. The pricing structure is flat rate only; the county will not consider any pricing outside the flat rate. Please do not become creative with any additional costs as this will result in your firm's response being considered as not meeting the specifications.

**Please fill out the following quote and fax or e-mail it to Lee County Purchasing - Attn: Chris Jeffcoat at either 239-485-5460 or cjeffcoat@leegov.com by 5:00 p.m. (Eastern Time) on Friday August 15 , 2012.**

**Note: As a minimum, pages 3, 4 and 11 must be returned to us. Please remember to sign your quote. Please have page 11 the Immigration Affidavit signed ,sealed and notarized.**

Should you have questions, I may be reached at 239-533-5458.

REQUIRED SERVICES

Please fill in the prices on pages 2 & 3 for fees as stated. These fees shall include travel time to any location in Lee County as directed and be valid 24 hours a day/7 days a week (including holidays).

TERM OF QUOTE

If awarded, the terms of this quote shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

BASIS OF AWARD

The county may award to the overall low quoter, by line or may award to a pool of vendors meeting specifications whatever is in the best interest of the county.

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items listed.



### COUNTY'S RIGHTS AND OPTIONS

This Request for Quotations constitutes only an invitation to submit a quotation to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this quotation.

1. To reject any or all quotations or parts thereof.
2. To supplement, amend or otherwise modify this quotation, and to cancel this quotation with or without the substitution of another quotation.
3. To issue additional subsequent quotations.
4. To the extent not prohibited by law, to waive any irregularity or informality on any matter.
5. In this RFQ the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County.

### DESIGNATED CONTACT

The awarded vendors shall appoint a person or persons to act as a primary contact with Lee County. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this quote.

### PRICE INCREASES

It is the County's desire that the quoted prices remain firm throughout the term of this quote. However, if the awarded vendor experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or requote, at the County's sole discretion.

### FUEL SURCHARGES

Requests for fuel surcharges will be reviewed by the County on a case-by-case basis at any time over the term of the contract. Acceptance of such surcharges will be at the County's sole discretion. No fuel surcharges requests will be considered or granted for the first three months after the initial award of the quote. Such surcharges, if granted, will be considered temporary. At the time of request, the vendor shall indicate the period of time the surcharges will be necessary. At the expiration of that time the surcharge will be reviewed again and may be reviewed or extended. The County reserves the right at its sole discretion to tie surcharges to a nationally known index of its choosing (i.e., the U.S. Department of Energy); or to negotiate a percentage or flat fee directly with the awarded vendor.

INSURANCE (AS APPLICABLE)

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

REQUIRED PRICING

**Note: Please read this statement; All costs associated with your services must be in the flat rate. This includes any and all costs that your firm feels should be charged for these services. Do not price out separately any costs associated with these services.**

SPECIFY PRICES FOR ITEMS AS LISTED BELOW.

CARS & LIGHT TRUCKS (UP TO AND INCLUDING 11,000 GVW –

\$ \_\_\_\_\_ FLAT RATE PER VEHICLE

MEDIUM DUTY TRUCK (GVW OF 11,001 TO 34,000):

\$ \_\_\_\_\_ FLAT RATE PER VEHICLE

HEAVY DUTY TRUCKS & EQUIPMENT (GVW OF 34,001 OR GREATER):

\$ \_\_\_\_\_ FLAT RATE PER VEHICLE

\$ \_\_\_\_\_ GRAND TOTAL (3 rates listed above)

OPTIONS

\$ \_\_\_\_\_ FILING FEES

\$ \_\_\_\_\_ PER DAY STORAGE FEE  
(Not to exceed 5 days)

FOR YOUR RESPONSE TO BE CONSIDERED VALID PLEASE DO NOT FORGET TO SIGN YOUR QUOTE

DATE SUBMITTED: \_\_\_\_\_

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME: \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

## **DETAILED SPECIFICATIONS**

### **1. TOWING WEIGHT CLASSIFICATIONS**

Quoters must be capable of providing towing service for the following vehicle classifications:

1. Cars and light trucks. This shall cover the removal of any automobile or light truck up to 11,000 lbs. registered G.V.W.
2. Medium duty trucks. This shall cover the removal of any medium duty truck or other types of equipment or vehicles with a registered G.V.W. of 11,001 to 34,000 lbs.
3. Heavy duty trucks, buses, trailers or any type heavy equipment. This shall cover the removal of any heavy duty truck, buses, trailers or any type heavy equipment (i.e., motor graders) with a registered G.V.W. of 34,001 lbs. or more.

### **2. DELIVERY OF TOWED VEHICLES**

- a. All vehicles towed under this contract shall be delivered to the towing company's lot.
- b. All privately owned vehicles shall be delivered to the towing company's storage lot.

### **3. TOWING VEHICLE AND EQUIPMENT REQUIREMENTS**

Quoters shall have a minimum (total) of six (6) trucks in their fleet, including at least one (1) each of the following:

(Note: All descriptions are per Florida Highway Patrol (FHP) requirements. The latest applicable requirements, if different from those listed below, shall take precedence.)

One (1) Class A wrecker with specifications and equipment as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 10,000 lbs. gross vehicle weight. A complete, commercially manufactured crane and winch having a manufacturer's rating of at least 4+ tons must be mounted on the chassis. Hand crank winches are not acceptable.
2. A minimum of one hundred feet (100') of 3/8" cable.
3. Cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate shall be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
4. Dollies, one set per truck
5. Dual rear wheels.

6. Vehicles which are equipped with wheel lifts or equivalents may also qualify as Class A tow trucks so long as they are equipped with a boom and all other applicable requirements are met. Wheel lifts shall be rated at a minimum of 3,000 lbs. lift capacity and must utilize wheel safety straps when lifting vehicles by the wheels only.

One (1) truck with roll-back or slide-back carrier with specifications and equipment as follows:

1. A minimum of a one ton truck with a sixteen foot (16') bed, dual rear wheels and one winch with an 8,000 pound capacity.
2. A minimum of fifty feet (50') of 3/8" cable.
3. A minimum of two (2) safety tie down chains ten feet (10') in length.
4. Two (2) spot (flood) lights mounted on the rear.

One (1) Class B wrecker with specifications and equipment as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 20,000 lbs. gross vehicle weight. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 10+ ton capacity mounted on the chassis.
2. A minimum of one hundred feet (100') of at least 1/2" cable on each drum.
3. A cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate or tow sling is to be equipped with safety chains and so constructed that no further damage will occur when picking up vehicles.
4. Dual rear wheels.

One (1) Class C wrecker with specifications and equipment as follows:

1. A truck chassis with a manufacturer's rated capacity of at least 30,000 lbs. gross vehicle weight (single axle), and 50,000 lbs. gross vehicle weight for tandem axle trucks. A complete, twin-winch, commercially manufactured boom and winches having a manufacturer's combined rating of at least 25+ ton capacity mounted on the chassis.
2. A minimum of two hundred feet (200') of at least 5/8" cable on each drum.
3. Air brakes so constructed as to lock the rear wheels automatically upon failure; and external air hookup and hoses to supply air to disabled vehicles.
4. A cradle or tow plate or tow sling to pick up vehicles. The cradle or tow plate is to be equipped with safety chain and so constructed that no further damage will occur when picking up vehicles.
5. Dual rear wheels.

Note: All wreckers shall have a number painted on both sides of the cab. The number shall be painted in contrasting color and be at least three inches (3") in height. The same number on two or more vehicles is prohibited.

The wrecker operator shall have nothing on vehicles, buildings or correspondence that implies any official relationship between the wrecker operator and Lee County.

All tow vehicles used under this proposal shall meet the following specifications and include/carry the following equipment - per FHP:

(Note: All descriptions are per Florida Highway Patrol (FHP) requirements. The latest applicable requirements, if different from those listed below, shall take precedence.)

1. Sirens on wreckers are prohibited.
2. The name, address and telephone number of the wrecker operator must be professionally lettered and painted in a conspicuous place on both sides of the truck. The name must be in letters at least three inches (3") high and the address and telephone number shall be at least one inches (1") high. Magnetic or removable signs or placards are not acceptable.
3. Wreckers shall be properly equipped with clearance and marker lights and all other equipment as required by Florida Statutes.
4. There shall be rotor beam or strobe type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear and both sides.
5. Dollies shall be carried on all trucks, except Class B and C and roll-back carriers.
6. At least one (1) heavy duty push broom with a minimum width of twenty-four inches (24").
7. Flood lights on the hoist.
8. One (1) square shovel.
9. One (1) axe.
10. One (1) crowbar or pry bar with a minimum length of 30".
11. Minimum of one (1) 5 lb. carbon dioxide or dry chemical fire extinguisher or equivalent. The extinguisher must be of an approved type and have attached a current inspection tag.
12. One (1) pair of bolt cutters with a minimum 1/2" opening.
13. One (1) set of jumper cables.
14. One (1) flashlight.
15. One (1) set of red reflectors.
16. Five (5) 30-minute fuses.
17. One (1) snatch block for each winch, manufacturer's rating to match winch (except roll-back carrier).

18. One (1) set of scotch blocks for wheels or hydraulic rear extendable scotch blocks (Class B and C trucks only).
19. External air hookup and hoses, Class C trucks.
20. Extra towing chain; six to eight feet (6-8') with hooks.
21. Minimum of three (3) safety cones or triangle reflectors.
22. All trucks shall be equipped with a business type communication radio which has been licensed and approved by the Federal Communications Commission. The mobile radio shall enable the wrecker operator to communicate with his area of operations from any point within Lee County. A citizens band radio is not acceptable.
23. One (1) 4-way lug wrench.
24. Fifty (50) pounds of sand or equivalent.

#### 4. DRIVER REQUIREMENTS

All drivers towing vehicles/equipment shall have a valid Commercial Driver License (CDL) in their possession as required by statute.

Drivers shall be adequately and properly trained in all aspects of operation of the tow vehicle.

Drivers shall be properly supervised, alert, and suitable to the work with no impairment from drugs or alcohol.



## Standard Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

**a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:**

\$500,000 per occurrence  
 \$1,000,000 general aggregate  
 \$500,000 products and completed operations  
 \$500,000 personal and advertising injury

**b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL)  
 \$300,000 bodily injury per person  
 \$500,000 bodily injury per accident  
 \$300,000 property damage per accident

**c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident  
 \$100,000 disease limit  
 \$500,000 disease – policy limit

*\*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **The certificate holder shall read as follows:**

- Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

- b. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS

SOLICITATION NO.: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

*The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who has produced \_\_\_\_\_ (Print or Type Name) \_\_\_\_\_ as identification. \_\_\_\_\_ (Type of Identification and Number)*

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

**The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**