# LAKE COUNTY
FLORIDA

## MODIFICATION OF CONTRACT

| | |
|---|---|
| 1. Modification No.: 3<br>Effective Date: February 1, 2017 | 2. Contract No.: 15-0603D<br>Effective Date: February 1, 2015 |
| 3. Contracting Officer: Donna Villinis<br>Telephone Number: (352) 343-9765 | 5. Contractor Name and Address:<br>Aces Towing Inc.<br>~~1006 S. 14th Street~~<br>~~Leesburg FL 34748~~ 1390 W North Blvd. Leesburg FL 34748<br>Attn: Miguel Matos |
| 4. Issued By:<br>Procurement Services<br>Lake County Administration Building<br>315 W. Main St., Suite 441<br>Tavares, Florida 32778-7800 | |

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Modification to extend the contract one (1) additional year, expiring January 31, 2018.

| | |
|---|---|
| 8. Contractor's Signature **REQUIRED**<br>Name: Miguel Matos<br>Title: Owner<br>Date: 9/6/16 | 9. Lake County, Florida<br>By: [signature]<br>Senior Contracting Officer<br>9-6-2016<br>Date |

10. Distribution:

Original – Bid/Contract File
Copy – Vendor, Department

LAKE COUNTY
FLORIDA

# MODIFICATION OF CONTRACT

| | |
|---|---|
| 1. Modification No.: 2<br><br>Effective Date: February 1, 2016 | 2. Contract No.: 15-0603D<br><br>Effective Date: February 1, 2015 |
| 3. Contracting Officer: Donna Villinis<br><br>Telephone Number: (352) 343-9765 | 5. Contractor Name and Address:<br><br>Aces Towing Inc.<br>1006 S. 14th Street<br>Leesburg FL 34748<br><br>Attn: Miguel Matos |
| 4. Issued By:<br>Procurement Services<br>Lake County Administration Building<br>315 W. Main St., Suite 441<br>Tavares, Florida 32778-7800 | |

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Modification to extend the contract one (1) additional year, expiring January 31, 2017.

| | |
|---|---|
| 8. Contractor's Signature **REQUIRED**<br><br>Name: X<br><br>Title: X Owner<br><br>Date: 8/14/15 | 9. Lake County, Florida<br><br>By: DJ Villa<br><br>Senior Contracting Officer<br><br>8-14-2015<br><br>Date |

10. Distribution:

Original - Bid No. 14-0624
Copy – Vendor
Copy – Fleet Department

LAKE COUNTY
FLORIDA

# MODIFICATION OF CONTRACT

| | |
|---|---|
| 1. Modification No.: 1<br>Effective Date: March 18, 2015 | 2. Contract No.: 15-0603D<br>Effective Date: February 1, 2015 |
| 3. Contracting Officer: Donna Villinis<br>Telephone Number: (352) 343-9765 | 5. Contractor Name and Address:<br>Aces Towing Inc.<br>1006 S. 14th Street<br>Leesburg FL 34748<br>Attn: Miguel Matos |
| 4. Issued By:<br>Procurement Services<br>Lake County Administration Building<br>315 W. Main St., Suite 441<br>Tavares, Florida 32778-7800 | |

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.

7. DESCRIPTION OF MODIFICATION:

Modification to add the following to the contract under scope of services:

Vendor shall invoice Lake County at the contracted rates whenever a County-owned vehicle is towed, regardless of what agency notifies the towing vendor for service. This includes any law enforcement agency in the event that a County-owned vehicle has been involved in an accident.

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| 8. Contractor's Signature **REQUIRED**<br>Name: Miguel Matos<br>Title: Owner<br>Date: 3-18-15 | 9. Lake County, Florida<br>By: DJ Villinis<br>Senior Contracting Officer<br>3-23-2015<br>Date |

10. Distribution:

Original - Bid No. 14-0624
Copy – Vendor
Copy – Fleet Department

LAKE COUNTY
FLORIDA

CONTRACT NO. 15-0603D

On Call Twenty-Four (24) Hours/Seven (7) Days Per Week
Towing Services

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Aces Towing Inc. (hereinafter "Contractor") to supply on call twenty-four (24) hours/seven (7) days per week towing services to the County pursuant to County Bid number 15-0603 (hereinafter "Bid"), addenda nos. (N/A), and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: none

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from February 1, 2015 through January 31, 2016 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: _____
Senior Contracting Officer

Date: 1-27-2015

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

LAKE COUNTY
FLORIDA

# INVITATION TO BID (ITB)

## On Call Twenty-Four (24) Hours/Seven (7) Days Per Week Towing Services

| | | | |
|---|---|---|---|
| **ITB Number:** | **15-0603** | **Contracting Officer:** | D. Villinis |
| **Bid Due Date:** | December 17, 2014 | **Pre-Bid Conf. Date:** | Not Applicable |
| **Bid Due Time:** | 3:00 p.m. | **ITB Issue Date:** | November 21, 2014 |

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| **SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:** | |
|---|---|
| Proposal and/or Performance Bond: | Not applicable for this solicitation |
| Certificate of Competency/License: | Not applicable for this solicitation |
| Indemnification/Insurance: | See Section 1.8 |
| Pre-Bid Conference/Walk-Thru: | Not applicable for this solicitation |

**At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration**. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.**

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION** – Complete the information below:

**Company Name:** Aces Towing Inc. **Phone Number:** 352-787-8000
**E-mail Address:** acestowing@yahoo.com **Contact Person:** Miguel Matos

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract with one or more vendors for twenty-four (24) hours, seven (7) days per week, on call towing services for Lake County fleet vehicles and other apparatus on an as needed basis in conjunction with the County's needs.

**This is an indefinite quantity as-needed service contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid (ITB). Quantities, if or where given, are provided for evaluation purposes only.**

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions shall be submitted no later than ten (10) working days before the bid due date.

Donna G. Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award**

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received. Contract awards may be made to multiple vendors within towing classes to assure availability. The lowest bidder of a towing class will be given the first opportunity to perform work under the contract.

**Section 1.4: Pre-Bid Conference / Site Visits**

Not applicable for this solicitation.

**Section 1.5: Term of Contract**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew**

The County shall have the option to renew this contract for two (2) additional one (1) year period(s). Prior to completion of the initial and each exercised contract term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (http:///www.bls.gov), Wage, Earnings and Benefits Calculators. It is the vendor's responsibility to request any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor's request must clearly substantiate the requested increase by including copies of the published rate index and other backup documentation. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.6.1: Price Redetermination - Fuel**

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Manager in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the vendor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the State of Florida Department of Management Services for unleaded gas, Florida PAD 1, Orlando. Information can be found on their website at:
http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel

The base index will be the index number for the month prior to the bid due date stated in the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % *(0.12 * 0.10)*. The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Manager grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

**Section 1.7: Method of Payment**

The County shall provide periodic payments for services rendered by the vendor. In order for the County to provide payment, the vendor shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the appropriate County department within fourteen (14) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

All invoices shall contain the contract and/or purchase order number, date and location of service, and confirmation of acceptance of the service by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

After inspection of the towed vehicle by the authorized County employee the towing ticket or invoice shall be signed by the same. An invoice shall not be paid without this signature. Any visible damage incurred during the tow shall be identified on the invoice.

**In addition to the above information, each invoice submitted for payment shall include the following backup documentation and information:**

1. The name of the County employee requesting and authorizing the tow.
2. Date and time of pick up, location or address of pickup, and the reason for the pickup.
3. Description of vehicle towed to include the make, unit number, license number, color, and number of pieces.
4. Location or address of final destination with the date and time of completion at the final destination.
5. Odometer readings of point of pick up and final destination.
6. Number of wreckers utilized, number of personnel, number of recovery hours, and any additional services and/or non-standard tows.
7. Signature of authorized County representative, and any comments for receiving the unit at final destination. In the case of services provided after hours and or on weekends if an authorized County employee is not available - the vendor shall secure a signature within the next 24 hours or the next business day, whichever is sooner. Unsigned towing tickets are not eligible for payment authorization.
8. Toll charges, if any, shall be paid from point of pick up to final destination at vendor's cost. Original toll receipts shall accompany the specific invoice for payment. Tolls reasonably incurred by the vendor in support of an authorized pickup shall be reimbursed. Tolls will not be reimbursed without the original receipt.

Failure to submit invoices in the prescribed manner will delay payment, vendor may be considered in default of contract and its contract may be terminated.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

| | |
|---|---|
| Each Occurrence/General Aggregate | $1,000,000/2,000,000 |
| Products-Completed Operations | $2,000,000 |
| Personal & Adv. Injury | $1,000,000 |
| Fire Damage | $50,000 |
| Medical Expense | $5,000 |
| Contractual Liability | Included |

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

| | |
|---|---|
| Combined Single Limit | $1,000,000 |

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

| | |
|---|---|
| Each Accident | $1,000,000 |
| Disease-Each Employee | $1,000,000 |
| Disease-Policy Limit | $1,000,000 |

Other coverages:

The following additional coverage must be provided if a dollar value is inserted below:

| | |
|---|---|
| Loss of Use at coverage value: | $ _____ |
| Garage Keepers Liability at coverage value: | $ 50,000 |
| **On Hook at coverage value:** | **$300,000 (minimum)** |

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written

notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the contractor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the contractor and/or sub-contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the contractor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the contractor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Bonding Requirements**

Not applicable for this solicitation.

### Section 1.10: Completion of Work

Once a vendor accepts an assignment, the response time, defined as the time when the call for service is placed with the vendor and the time the vendor arrives at the location where towing is to be performed, shall not exceed forty-five (45) minutes. Response time in excess of forty-five (45) minutes is not acceptable. If the response time is in excess of forty-five (45) minutes, another vendor will be contacted to perform the services. In this situation no charge will be accepted or paid to the vendor initially contacted. The vendor shall indicate its inability to respond within the specified time frame at the time of County's original request. Repeated failure to meet the response requirement stated above after acceptance of assignment may result in termination of this contract for default.

All work shall be performed in accordance with good commercial practice. The requirements for response and completion times shall be adhered to by the vendor(s); except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

### Section 1.11: Acceptance of Goods or Services

All work performed in response to specific assignments may be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work and the appropriate invoicing.

### Section 1.12: Warranty

Not applicable for this solicitation.

### Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS),** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.14: Completion Requirements for Invitation to Bid**

**Two (2) signed original bids and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will not be considered and will be returned unopened to the vendor.** The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include

proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 15-0603." Do not indicate bid prices on literature.

Specific Completion Directions:
Please submit all pages of this ITB document as your bid submittal, completing information where requested. Bid submittal shall conform to the following:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum issued for this ITB. *Addenda will be issued to the website with the ITB documents.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- Proof of insurability - submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.
- Other items:
  Attachment 1 – a list of at least three references for whom your firm has performed similar services under a similar contract.
  Attachment 2 - a list of towing vehicles and equipment currently operated by the firm that includes the vehicle's year of manufacture, class of operation, serial/VIN number, license tag number, and registered owner.
  Attachment 3 - confirmation of the types of vehicles and equipment he firm is able to tow.
  A copy of business and industry licenses (see Section 1.21 - include after the last page of the ITB.)

**Section 1.15: Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades or safety cones shall be provided by the vendor when work may present a safety hazard to pedestrians and/or traffic.

**Section 1.16: Availability of Contract to Other County Departments**

It is hereby agreed and understood that any County department or agency may avail itself of this contract and procure any service specified herein from the vendor(s) at the contract price(s) established herein.

### Section 1.17: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

### Section 1.18: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### Section 1.19: Hourly Rate

The rates quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

### Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Note: It will be the bidder's responsibility to determine and use the correct type of towing vehicle for the towing classes.**

**Section 1.21: Licenses, Permits and Fees**

The vendor shall obtain and pay for all licenses required by industry standards and shall comply with all laws, ordinances, and regulations applicable to the work contemplated herein. Damages, penalties and or fines imposed on the County or the vendor for failure to obtain required licenses shall be borne by the vendor.

**Note: A copy of business and industry licenses shall be submitted with your bid.**

**Section 1.22: Minimum Wages**

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

**Section 1.23: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.24: Risk of Loss**

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 1.25: Safety**

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent

damage, injury or loss to persons or property.

The vendor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The vendor shall designate a competent person of its organization whose duty shall be the prevention of accidents at this site. This person shall be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the vendor's superintendent unless otherwise designated in writing by the vendor to the Contract Manager.

**Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

**Section 1.27: Towing Service(s) Not Listed**

While the County has listed all major towing services in the solicitation which are utilized by County departments in conjunction with its operations, there may be other services that must be required by the County during the term of this contract. Under these circumstances, a County representative would contact the vendors to obtain a price quote for the required services. These services will be added to the contract by contract modification as required.

## SCOPE OF SERVICES

## ON CALL TWENTY FOUR (24) HOURS/SEVEN DAYS PER WEEK TOWING SERVICES

Lake County is requesting bids for on call towing services. The services may be required at any time and the contractor must be able to provide service on a twenty-four (24) hour, seven (7) day per week basis. The services consist of towing work for all types and sizes of automobiles, trucks, heavy equipment, vans, and transit fixed route and paratransit buses.

The contractor must indicate in Attachment 3 which type of vehicles and/or equipment that they are able to tow. The County plans to make multiple contractor awards and will consider various towing capabilities in the selection process. Currently, the County owns and operates two hundred fifty (250) auto/SUV/van/light trucks, one hundred forty (140) medium/heavy trucks, and eight (80) buses (fourteen (14) are thirty foot (30') fixed route buses). The Fleet Maintenance Shop is located at the 20423 Independence Blvd, Groveland, FL. The Contractor shall have the capability of providing regular and emergency towing services. Regular towing services shall include the pickup of vehicles during normal business hours (8:00AM to 5:00PM). In addition to such towing services, the Contractor shall have the ability to provide after-hours towing services for vehicles which are seriously damaged or inoperable. These services can be requested to be performed at any location within the County.

### TOWING CLASSES

The various classes of vehicles needing towing services of this contract are listed below. Awarded contractor(s) will be responsible for ensuring the proper equipment is used for the different towing classes.

Towing Class One
Vehicles in Towing Class One include, but are not limited to, automobiles, station wagons and all passengers and cargo vans, all light duty pickup trucks and SUV's.

Towing Class Two
Vehicles in Towing Class Two include, but are not limited to, utility application vehicles with mixed body configuration from 10,000 lbs. GVWR and higher through and including medium duty trucks, vans, reefers, box bodies, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to a GVWR of 34,000 lbs. Vehicles in this class may or may not be loaded when service is required.

Towing Class Three
Vehicles in Towing Class Three include, but are not limited to, some water tank and spray trucks, some flatbed trucks with crane apparatus and all other vehicles with GVWR from 34,001 to 55,000 lbs. Vehicles in this class may or may not be loaded when service is required.

Towing Class Four
Vehicles in Towing Class Four include, but are not limited to, roll-off trucks, tractor-trailers, ladder suppression and aerial fire suppression pumping equipment, refuse packers and automated refuse collection vehicles and other various heavy equipment from 55,001 lbs. GVWR through and including 80,000 lbs. GVWR. Vehicles in this class may or may not be loaded when service is required.

Towing Class Five
This category will typically consist of equipment over-size or over-weight when compared to Towing Class Four requirements and categories of equipment. A typical example might be a D8 Dozer.

For vehicles/equipment falling within Towing Class Five, quotes will be solicited from awarded contractors of the nearest towing class to the equipment that will be requiring towing or transport.

**OTHER ITEMS**
Should a tow require dollies, drive shaft drops (or an axle shaft pull), or the use of a car carrier, these items/services will be included at no additional charge.

Additional rates for call cancellation and special tow equipment are specified in the Pricing Section.

**EXTRA SERVICES (UNUSUAL OCCURRENCE OR SPECIAL TOWS).**

It will be the responsibility of the County to alert the contractor to any unusual or irregular conditions that may exist or that are specific or peculiar to the vehicle to be towed at the time the call for service is placed. This may consist of vehicles that have to be rigged with or are carrying special equipment, vehicles that are loaded, vehicles that are capsized or accident-damaged, stuck in soft ground, or other irregularities. The County recognizes that some of these irregularities may call for additional charges for "extra service" or for the use of an additional unit. Please indicate the charge for such additional services in the spaces provided in Section 4, Pricing.

**DEBRIS RELATED TO VEHICLE BEING TOWED**

Contractor shall pick up, clean up and remove debris, trash, and other items related to the removal of vehicles to be towed. This shall include but not be limited to the removal of all glass, vehicle parts, and debris deposited upon the roadways well as the distribution of approved absorbent material on that portion of the roadway where oil, grease, antifreeze, or other fluid has been deposited. All pick up and clean ups shall be in accordance with all federal, state, and local laws and regulations.

All tow trucks shall be equipped with the following equipment to aid in debris cleanup (at a minimum):

- one (1) shovel
- one (1) broom
- one (1) debris receptacle
- one (1) fire extinguisher of at least 10 lb. capacity of a type capable of extinguishing an electrical or flammable liquid fire (class B and C fires)
- general tools such as hammer, screwdriver and wrecking/pry bar
- five (5) gallons of commercial absorbent for minor fluid spills

## DRIVE SHAFTS AND AXLES

The tow truck operator will pull drive shafts and/or axles as needed on all vehicles prior to towing, or as required in the subsequent paragraphs of these specifications so as to prevent damage to transmissions.

## COMPLETED TOWS

The contractor shall not drop the tow until an authorized County employee certifies that the tow has been properly performed. The contractor shall not leave the destination until the authorized County employee has signed the towing ticket. In the case of services provided after hours or on weekends if an authorized County employee is not available - the contractor shall secure a signature within twenty-four (24) hours or the next business day, whichever is sooner. Unsigned towing tickets will not be eligible for payment authorization.

## RETRIEVAL OF IMPOUNDED OR STORED COUNTY VEHICLES

In rare cases, the County may direct the contractor to retrieve vehicle(s) from impound or storage yards. This will require the contractor to pay the appropriate impound and storage charges which they will then be placed on their invoice for reimbursement by the County at cost, in addition to the normal charges and fees for the tow involved.

## OPEN VEHICLES WITH KEYS LOCKED INSIDE

From time to time the County may direct the contractor to arrive on scene to open a vehicle which has had its keys locked inside. In this case the flat rate you bid for this service will be the price invoiced and paid as there will be no towing service rendered in this circumstance.

## REPORTING

Contractor shall submit to Lake County Fleet Management by the 10th of each month for the previous month the following report. Report should be electronic in nature preferably a Microsoft Excel spreadsheet. Report shall be submitted via e-mail. Report shall contain the following:

- County Vehicle number
- Vehicle license plate
- Date of tow
- Type of tow (accident, breakdown, lockout or winch out)
- Total cost of tow
- Location of pick up
- Location of delivery

In the event the contractor did not perform any towing services in the prior month, contractor shall send a report via email to the County representative stating "No Services Performed" for that month.

## RESPONSE TIME

The contractor shall respond (arrive at the scene) within forty-five (45) minutes of notice at any time of the day or night with appropriate equipment at the request of The County. The contractor assumes all liability in meeting the forty-five (45) minutes response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines. The County may conduct periodic reviews of response times to confirm contractor compliance.

In the event that the contractor does not or cannot respond to County tow request, the County will seek recovery services elsewhere. The County reserves the right to terminate this agreement with any Contractor who fails to respond to a tow request.

## DAMAGED VEHICLES

Any contractor that cause damages to vehicles by poor or improper towing or by the provision of improper towing services will be responsible for and required to reimburse to the County the actual cost of repairs to the vehicle for the damage(s) caused.

There may be an assessment of standard charges for loss of use and/or loss of revenue, in case damages are caused to the vehicles during or by any tow that prohibits the vehicle's normal return to service. Charges would be assessed as follows for each day the vehicle is out of service due to the damage caused during the tow:

Class I - $ 50.00/day
Class II - $ 400.00/day
Class III - $ 700.00/day
Class IV - $ 700.00/day
Class V - $ 700.00/day

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.
**Bid:** Shall refer to any offer(s) submitted in response to this ITB.
**Bidder:** Refers to any entity that submitted a bid under an ITB.
**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
**Contractor:** The vendor to which award has been made.
**County:** Shall refer to Lake County, Florida.
**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
**Modification:** A written change to a contract.
**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.
**Solicitation**: The written document requesting either bids or proposals from the marketplace.
**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

**3.2 INSTRUCTIONS TO BIDDERS**

**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 to provide any goods or services to a public entity, 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 as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

**D. Contents of Solicitation and Bidders' Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

**F. Change to, Withdrawal of, or Mistake in, Bid**

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**3.3 PREPARATION OF BIDS**

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.
D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

**3.4 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**3.7 INCURRED EXPENSES**

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

**3.11 AWARD**

A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
G. All tie bids will be resolved in consonance with current written procedure in that regard.
H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

**3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

**3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

**3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

**3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

**3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

**3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

**3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

**3.30 PUBLIC RECORDS/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

**3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

**3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

**3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

**3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For each contract that exceeds One Hundred Ninety Five Thousand dollars ($195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

**3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

**3.38 TOBACCO PRODUCTS**

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

## ITB TITLE: On Call Twenty-four (24) Hours/Seven (7) Days Per Week Towing Services

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

## ACKNOWLEDGEMENT OF ADDENDA

**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

| **Part I:** |
|---|
| The bidder must list below the dates of issue for each addendum received in connection with this ITB:<br><br>Addendum #1, Dated: _____<br>Addendum #2, Dated: _____<br>Addendum #3, Dated: _____<br>Addendum #4, Dated: _____ |
| **Part II:** |
| ☑ No Addendum was received in connection with this ITB. |

# PRICING SECTION

## ON CALL TWENTY-FOUR HOURS / SEVEN DAYS PER WEEK TOWING SERVICES

**This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.**

**Towing Class One**

Vehicles in Towing Class One include, but are not limited to, automobiles, station wagons and all passenger and cargo vans, all pickup trucks, and SUV's.

| | | |
|---|---|---|
| 1. | First 10 Miles Towing | $ 90 /10 miles |
| 2. | Each Additional Mile | $ 3 /mile |
| 3. | Open Locked Vehicle (without a tow) | $ 45 /per call |
| 4. | Towing Call Cancellation | $ 0 /per call |
| 5. | Winch Out | $ 60 /per hour |

**Towing Class Two**

Vehicles in Towing Class include, but are not limited to, utility application vehicles with mixed body configuration from 10,000 lbs. GVWR and higher, through and including medium duty trucks, vans, reefers, box bodies, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application, up to a GVWR of 34,000 lbs.

| | | |
|---|---|---|
| 1. | First 10 Miles Towing | $ 110 /10 miles |
| 2. | Each Additional Mile | $ 3 /mile |
| 3. | Open Locked Vehicle (without a tow) | $ 45 /per call |
| 4. | Towing Call Cancellation | $ 25 /per call |
| 5. | Winch Out | $ 60 /per hour |

**Towing Class Three**

Vehicles in Towing Class Three include, but are not limited to, some water tank and spray trucks, some flatbed trucks with crane apparatus, and all other vehicles with a GVWR from 34,001 to 55,000 lbs.

| | | |
|---|---|---|
| 1. | First 10 Miles Towing | $ 135 /10 miles |
| 2. | Each Additional Mile | $ 4 /mile |
| 3. | Open Locked Vehicle (without a tow) | $ 45 /per call |
| 4. | Towing Call Cancellation | $ 25 /per call |
| 5. | Use of Air Bag Support Vehicle | $ 100 /1/4 hour |
| 6. | Winch Out | $ 110 /per hour |

**Towing Class Four**

Vehicles in Towing Class Four include, but are not limited to, roll-off trucks, tractor-trailers, ladder suppression and aerial fire suppression pumping equipment, refuse packers and automated refuse collection vehicles, and other various heavy equipment from 55,001 lbs. GVWR through and including 80,000 lbs. GVWR.

| | | |
|---|---|---|
| 1. | First 10 Miles Towing | $ 135 /10 miles |
| 2. | Each Additional Mile | $ 4 /mile |
| 3. | Open Locked Vehicle (without a tow) | $ 45 /per call |
| 4. | Towing Call Cancellation | $ 25 /per call |
| 5. | Use of Air Bag Support Vehicle | $ 100 /1/4 hour |
| 6. | Winch Out | $ 110 /per hour |

**Towing Class Five**

This category of work will be assigned by low quotation for the work required and will typically consist of vehicles that are over-size or over-weight when compared to Towing Class Four requirements and categories of equipment. A typical example might be a D8 dozer. Quotes will be solicited from awarded contractors of the nearest class of equipment to that requiring towing.

**Additional Services**

As stated on page 15 of the Scope of Services, unusual or irregular conditions may exist with regard to a particular tow. These conditions could consist of vehicles with special equipment, vehicles that are loaded with materials, vehicles that are capsized or accident-damaged, stuck in soft ground, or other irregularities. The County recognizes that some of these irregularities may call for additional charges for "extra service" or for the use of an additional unit. Please indicate the charge for such additional services in the spaces below:

1. Additional charge to tow vehicles carrying special equipment or that are loaded with materials: $ 60 /additional per call
2. Additional charge to right a capsized vehicle: $ 60 /additional per call
3. Additional charge to load vehicle with major accident damage: $ 60 / additional per call
4. Additional charge to free vehicle stuck in soft ground: $ 60 / additional per call

Please list any other irregularities similar to those mentioned that your firm may have encountered in the past and provide a flat rate additional charge to deal with those:

_____

_____

_____

_____

**********

**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☑ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☑ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Leesburg Florida
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☑ Yes ☐ No If "yes" is checked, provide supporting detail: Main Location: 1006 S 14th St. Leesburg FL 34748

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): _____

**General Vendor Information and Bid Signature:**

Firm Name: Aces Towing Inc.

Street Address: 1006 S 14th St. Leesburg FL 34748

Mailing Address (if different): _____

Telephone No.: 352-787-8000 Fax No.: 352-323-1759 E-mail: acestowing@yahoo.com

FEIN No. 20 - 8538084 Prompt Payment Terms: _____ % _____ days, net 30

Signature: _____ Date: 12-1-14

Print Name: Miguel Matos Title: Owner

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☐ Sole vendor
- ☐ Pre-qualified pool vendor based on price
- ☐ Pre-qualified pool vendor (spot bid)
- ☐ Primary vendor for items: _____
- ☐ Secondary vendor for items: _____
- ☑ Other status: POOL VENDOR

Signature of authorized County official: _____ Date: 1-27-2015

Printed name: DONNA G VILLINIS Title: SENIOR CONTRACTING OFFICER

# THE FOLLOWING DOCUMENTS ARE ATTACHED

**Attachment 1: References** – complete and submit at least three (3) references on this form.

**Attachment 2: Towing Vehicles/Equipment List** – complete this form with towing equipment currently used in your operations.

**Attachment 3: Types of Vehicles** – complete this form to indicate the types of vehicles and/or equipment your firm is able to tow.

(All attachment forms may be copied if needed.)

## ATTACHMENT 1 - REFERENCES

| | |
|---|---|
| Agency | Plaza Cadillac |
| Address | 8893 US 441 |
| City,State,ZIP | Leesburg FL 34748 |
| Contact Person | JR / Manager |
| Telephone | 352-787-1323 |
| Date(s) of Service | 2009 – Current |
| Type of Service | Towing |
| Comments: | |

| | |
|---|---|
| Agency | Geico |
| Address | 8514 SW 8th St. |
| City,State,ZIP | Miami FL 33144 |
| Contact Person | Timothy Ferro |
| Telephone | 813-891-6925 |
| Date(s) of Service | 2009- Current |
| Type of Service | Towing & Roadside Service |
| Comments: | |

| | |
|---|---|
| Agency | Florida Hwy Patrol |
| Address | 133 S Semoran Blvd Ste A, |
| City,State,ZIP | Orlando FL 32807 |
| Contact Person | Lut. Sapp |
| Telephone | 386-937-2654 |
| Date(s) of Service | 2009- Current |
| Type of Service | Accident, Recovery, Towing |
| Comments: | |

# Ace's Towing, Inc.

1006 S. 14th Street
Leesburg, FL 34748

(352) 787-8000 Phone (352) 323-1759 Fax


**Our Tow Trucks and Equipment**

- ✓ **1986 Ford F350 4x4 Flatbed -- #1 CHILI PEPPER**
  - VIN# 2FDKF37L9GCA95035
  - TAG# E0590D
  - REG OWNER: MIGUEL MATOS
  - CLASS: ONE
  - Carries one vehicle
  - Great for off road recovery
  - Fits in all garages

- ✓ **2003 GMC Sonoma Service Truck (P/U)--- #2 RANGER**
  - VIN# 1GTCS19H338173877
  - TAG# 567JBU
  - REG OWNER: ACES TOWING INC
  - Lockouts, jumpstarts, tire changes, and fully equipped with tools for other services

- ✓ **1994 Kodiak Flatbed -- #3 MOBY**
  - VIN# 1GBG6H1J4R4101606
  - TAG# 482WMR
  - REG OWNER: MIGUEL MATOS
  - CLASS: ONE
  - Carries two vehicles (light to medium duty)
  - RV's, small buses

- ✓ **1996 International 4000 SERIES Flatbed -- #4 DUKE**
  - VIN#1HTSCABM9TH359409
  - TAG# ADZX62
  - REG OWNER: ACES TOWING INC
  - CLASS: ONE
  - Carries two vehicles (light to medium duty)
  - Snatch and grab

- ✓ **1995 International 4000 SERIES B-Class -- #5 CHICO**
  - VIN# 1HTSCABM5SH211109
  - TAG# E6479C
  - REG OWNER: MIGUEL MATOS
  - CLASS: ONE, TWO
  - Carries box trucks, delivery trucks, and all medium duty vehicles

- ✓ **2005 International 4000 SERIES Flatbed --- #7 MONA LISA**
  - VIN# 1HTMPAFM55H681930
  - TAG# E9038A
  - REG OWNER: ACES TOWING INC
  - CLASS: ONE, TWO
  - Carries two vehicles (light to medium duty)

- ✓ **1992 Freightliner CONVENTIONAL Heavy Duty Wrecker -- #8 TEBOW**
  - VIN# 1FUYDSYBXNH522662
  - TAG# E9115A
  - REG OWNER: ACES TOWING INC
  - CLASS: TWO, TREE, FOUR
  - Carries buses, trucks, and RV's

- ✓ **2004 Ford F-650 Flatbed --- #9 TERMINATOR**
  - VIN#3FRNX65NX4V682393
  - TAG# E0587D
  - REG OWNER: ACES TOWING INC
  - CLASS: ONE, TWO
  - Carries two vehicles (light to medium duty)

- ✓ **2002 International 4700-4 door extended cab Flatbed -- #11 PACMAN**
  - VIN# 1HTSCAAM92H409936
  - TAG# E1563D
  - REG OWNER: ACES TOWING INC
  - CLASS: ONE, TWO
  - Carries two vehicles (light to medium duty)
  - Carries 8 passengers

- ✓ **2004 International 4300-4 door extended cab Flatbed -- #12 FREIGHT TRAIN**
  - VIN# 1HTMMAAL54H653793
  - TAG# E1565D
  - REG OWNER: ACES TOWING INC
  - CLASS: ONE, TWO
  - Carries two vehicles (light to medium duty)
  - Carries 8 passengers

- ✓ **Recovery Trailer**
  - TAG# 5723BF
  - Accident and recovery (light to heavy duty), Cleanups

- ✓ **Motorcycle Trailer – 2012 FRDD**
  - VIN# 5WKBE1015C1013537
  - TAG# 8232BU
  - Carries 2 bikes
  - Fully equipped with motorcycle straps, motorcycle blocks, and bike stands
  - WINCH

# Ace's Towing, Inc.

1006 S. 14th Street
Leesburg, FL 34748

(352) 787-8000 Phone (352) 323-1759 Fax


## Sonoma Service Truck & Recovery Trailer Inventory

- ✓ 250ft 3/8 air hose
- ✓ 3 Ton Floor Jack
- ✓ 50ft hose on real
- ✓ Beacons
- ✓ Breaker Bar
- ✓ Broom
- ✓ Cleaning supplies
- ✓ Compressor 135 Comp
- ✓ Electric Tools
- ✓ Fire Extinguisher
- ✓ Fuel Cans (Diesel and Gas 5 gallon)
- ✓ Generator 1300 watt
- ✓ Jump box and cables
- ✓ Lock Lug Remover
- ✓ Lockout Kit
- ✓ Mats
- ✓ Rake
- ✓ Saw-zaw
- ✓ Shovel
- ✓ Sledge Hammer
- ✓ Tool boxes with full sets of tools
- ✓ Wood blocks

## ATTACHMENT 3 – TYPES OF VEHICLES/EQUIPMENT VENDOR CAN TOW

**Towing Class One**

Vehicles in Towing Class One (1) include, but are not limited to, automobiles, station wagons and all passengers and cargo vans, all light duty pickup trucks and SUV's.

Can your firm tow all types of Class One vehicles/equipment: Yes ✓ No _____

Exceptions: _____

_____

_____

**Towing Class Two**

Vehicles in Towing Class Two (2) include, but are not limited to, utility application vehicles with mixed body configuration from 10,000 lbs. GVWR and higher through and including medium duty trucks, vans, reefers, box bodies, rescue ambulances, trash trucks, hydro cranes, flat beds, crane dump trucks and other assorted vehicles of various application up to a GVWR of 34,000 lbs. Vehicles in this class may or may not be loaded when service is required.

Can your firm tow all types of Class Two vehicles/equipment: Yes ✓ No _____

Exceptions: _____

_____

_____

**Towing Class Three**

Vehicles in Towing Class Three (3) include, but are not limited to, some water tank and spray trucks, some flatbed trucks with crane apparatus and all other vehicles with GVWR from 34,001 to 55,000 lbs. Vehicles in this class may or may not be loaded when service is required.

Can your firm tow all types of Class Three vehicles/equipment: Yes ✓ No _____

Exceptions: _____

_____

_____

**Towing Class Four**

Vehicles in Towing Class Four (4) include, but are not limited to, roll-off trucks, tractor-trailers, ladder suppression and aerial fire suppression pumping equipment, refuse packers and automated refuse collection vehicles and other various heavy equipment from 55,001 lbs. GVWR through and including 80,000 lbs. GVWR. Vehicles in this class may or may not be loaded when service is required.

Can your firm tow all types of Class Four vehicles/equipment: Yes ✓ No _____

Exceptions: _____

_____

_____

# Ace's Towing and Auto Repair

*"Full Towing, Recovery and Automotive repair"*

1006 S. 14th St.
Leesburg, FL 34748
Ph: 352-787-8000 :: Fax: 352-323-1759


---

To: Donna G Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services1829 HOLLY LANE/W SHWARTS BLVD
315 W. Main Street, Room 441
PO Box 7800
Tavares, FL 32778-7800

Re: INVITATION TO BID (ITB) **#15-0603** ON CALL 24/7 TOWING SERVICES

Dear, Donna G Vilinies

Aces Towing Inc. has a fully staffed and equipped location 24/7 to service Lake County. We are currently located at 1006 S 14th St Leesburg fl 34748. We are located right in the middle of Lake County making it easy for us to get to any vehicle within the 45 min etas you are requesting. Aces Towing is a fully digital dispatch and invoicing company making, it very easy to keep up with any invoices and information that maybe required. Every vehicle is loaded with all information such as, but not limited, Tag, Vin, Odometer, Cost, pickup location, drop off location, county vehicle number and images loaded right to our server making any request easy to find at a click of a button. We take pride in our technical advancement in this industry and we are confident that you will be satisfied with the ease of invoice information.

We appreciate the invitation to the bid. Please feel free to contact us with anymore information if needed.

Sincerely,

_____ date 12-1-14


Miguel Matos / President
Ace's Towing Inc
1006 S. 14th Street
Leesburg, FL 34748
P: (352) 787-8000
F: (352-323-1759

ACESTOW-04 CLKA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>TRIAD, Inc.<br>1002 W. Hwy 80<br>Pooler, GA 31322 (912) 748-6046 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS: |
| INSURED<br>ACE'S TOWING INC<br>1006 SOUTH 14TH ST<br>Leesburg, FL 34748- | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : National Interstate Insurance Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC | | | TWT4160120-06 | 2/21/2014 | 2/21/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | TWT4160120-06 | 2/21/2014 | 2/21/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (PER ACCIDENT) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | GARAGEKEEPERS (GKLL) | | | TWT4160120-06 | 2/21/2014 | 2/21/2015 | 50,000 | 500 DED |
| A | ON HOOK & CARGO | | | TWT4160120-06 | 2/21/2014 | 2/21/2015 | 100,000/50,000 | 1000 DED |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FL
AND THE BOARD OF COUNTY COMMISSIONERS
PO BOX 7800
Tavares, FL 32778-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 1624063 04ACESTOW

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| BB&T Insurance Services, Inc.<br>414 Gallimore Dairy Road<br>Suite F<br>Greensboro, NC 27409 | PHONE (A/C, No, Ext): 888 743-2217 | FAX (A/C, No): 8888279861 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Florida WC Joint Underwriting A | RSDL |
| INSURED<br>Ace's Towing Inc.<br>1006 South 14th Street<br>Leesburg, FL 34748 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ☐ NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | 6FR13UB2852C49713 | 12/29/2013 | 12/29/2014 | X WC STATU-TORY LIMITS ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y | N/A | | | | | E.L. EACH ACCIDENT | $500,000 |
| | (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Miguel A Matos, Officer

Rosa I Perez, Officer

CERTIFICATE HOLDER

Lake County, A Political Subdivision of the State of Florida, & The Board of County Commissioners
P.O. Box 7800
Tavares, FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa M. Graves

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JUSC

# CITY OF LEESBURG LOCAL BUSINESS TAX RECEIPTS

This local business tax receipt is in addition to and not in lieu of any other tax required by law or county ordinance. Businesses are subject to regulation of zoning, health, and other lawful authorities. Delinquent penalty is added October 1st.

**LOC:** 1006 S 14th St S102 Leesburg, Florida 34748
**CLASS ID:** 15426-488410 TOW TRUCK SERVICES

**ISSUED:** 10/8/2014
**EXPIRES:** 9/30/2015

**Ace's Towing Inc**
1006 S 14th St
Leesburg, FL 34748

**BUSINESS TAX:** $48.51
**PEN/LATE FEES:** $0.00
**AMOUNT PAID:** $48.51

**–THIS RECEIPT MUST BE CONSPICULOUSLY DISPLAYED–**

**BOB McKEE**
LAKE COUNTY TAX COLLECTOR

**2014 / 2015**
**LAKE COUNTY BUSINESS TAX RECEIPT**
**STATE OF FLORIDA**

ACCT NO. 109368
RECEIPT NO. 8760028299

**EXPIRES SEPTEMBER 30, 2015**

EMPLOYEES 4

TYPE OF BUSINESS PUBLIC SERVICE

BUSINESS ACE'S TOWING INC
1006 S 14 ST

| | |
|---|---|
| ORIGINAL TAX | 30.00 |
| PENALTY | 0.00 |
| TRANSFER FEE | 0.00 |
| AMOUNT PAID | 30.00 |
| TOTAL DUE | $0.00 |

ACE'S TOWING INC
1006 S 14 ST
LEESBURG, FL 34748

Receipt #2014-0048636
Paid 09/08/2014 30.00

FLORIDA DEPARTMENT OF REVENUE

## 2014 Florida Annual Resale Certificate for Sales Tax

**THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2014**

**DR-13**
**R. 10/13**

| Business Name and Location Address | Registration Effective Date | Certificate Number |
|---|---|---|
| ACE'S TOWING, INC.<br>1006 S 14TH ST<br>LEESBURG FL 34748-6617 | 02/06/09 | 45-8015013904-2 |

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Florida Annual Resale Certificate will subject the user to penalties as provided by law. **Use signed photocopy for resale purposes.**

**Presented to:** _____ (Insert name of seller on photocopy) (date)

**Presented by:** _____ Authorized Signature (Purchaser) (date)