

CITY OF RAMSEY

REQUEST FOR PROPOSAL

**TOWING, IMPOUNDING AND STORAGE
OF MOTOR VEHICLES**

Proposal Release Date: May 2, 2011
Proposal Due Date: May 23, 2011

Chief James Way
Ramsey Police Department
7550 Sunwood Dr.
Ramsey, MN 55303
(753)-427-6812

Introduction

The City of Ramsey, Minnesota, hereby issues a Request for Proposal for the intended purpose of retaining a service to provide Towing, Impounding and Storage of Motor Vehicles for the City 24 hours per day, 365 days per year, on an as needed and directed basis. Such direction is to be by the Chief of Police, the Fire Chief, the Director of Public Works and the Director of Fire and Building Inspections, of the City of Ramsey or their authorized and legal representatives.

Interested parties in the Towing service business may submit a proposal for Towing, Impounding and Storage of Motor Vehicles services. Each proposal must be submitted in a sealed envelope. To be considered a valid proposal, all interested Towing service businesses must submit proposals consistent with the terms and conditions outlined herein on or by 4:30 p.m. on Friday, May 23, 2011. A copy of the RFP may be received by contacting Chief James Way, Ramsey Police Department, 7550 Sunwood Dr NW, Ramsey, MN 55303.

The contract for service shall commence on July 1, 2011 and terminate on June 30, 2013.

RFP Process and Limitations

Prospective Towing service businesses please note that this is a request for proposal process and not a request for bids. The City of Ramsey will take all factors into consideration when determining the appropriate service provider for Ramsey. This RFP outlines minimum terms and conditions that must be met in order to be considered a viable proposal. Any proposal that does not meet the minimum requirements will be rejected. Towing service businesses have the option of making a proposal that is above and beyond the minimum terms and conditions. There will be no public bid opening.

The RFP does not commit the City of Ramsey to award or pay any costs incurred in preparation of a Towing service business's proposal. The City may modify any part of the RFP at any time prior to the contract selection. The City will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. The City reserves the right to reject all proposals. The City reserves the right to cancel this RFP if it is in the best interest of the City. The selection of this contract is contingent upon the approval of the Ramsey City Council.

Any addenda issued by the City will be mailed to all that are specifically known by the City to have received an original RFP. The City is not responsible for a Towing service business that does not receive an addendum.

Each towing service business may supplement their proposal once in response to each addendum. Towing service businesses may also clarify their proposals in response to a written request by the City for supplemental information. The City will consider no other proposal supplements.

All submissions by the towing service business will become part of the selected towing service business's contract by the City.

Any proposal received after 4:30 p.m. on May 23, 2011 will not be considered and will be returned to the towing service business unopened. Once the City receives the proposals, Towing service businesses cannot modify or withdraw their proposal unless directed by the City. All proposals become the property of the City of Ramsey, and will be considered public information after a proposal has been selected. Towing service businesses may label certain sections as "Proprietary," as allowed by the Minnesota Government Data Practices Act, and those sections will not be made public.

Submittal of RFP

Proposal shall be submitted to the attention of

Chief James Way
Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

Deadline for submission of proposals is 4:30 p.m., May 23, 2011.

Questions relative to the RFP should be directed to Chief Way at (763)427-6812. Requests for clarification(s) will be considered until five (5) working days prior to proposal due date.

Terms and Conditions

1. In order to qualify for consideration under these terms and conditions, the potential Contractor's proposal must state what satisfactory equipment the Towing service actually owns, plans to buy or is planning to rent at the time the proposal is submitted. The potential Contractor must also have direct access to trained, available personnel at the time the contract begins, in order to provide immediate and prompt service as ordered and requested by the authorized City officials. The qualifying of proposals to meet this will be permitted, such as the acquisition of equipment being dependent upon proposal selection, etc. Failure to have or have access to the listed equipment when the contract is to commence will void the contract.
2. The successful Contractor must own or have available within a 10-mile radius of the Intersection of Ramsey Blvd NW (Co Rd 56) and Industry Ave NW (Co Rd 116), Ramsey, MN 55303, the following equipment as a minimum:
 - A. To tow passenger vehicles, including cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), one truck having a manufacturer's gross vehicle weight rating of 12,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and
 - B. To tow vehicles of $\frac{3}{4}$ ton to 1 $\frac{1}{2}$ ton capacity, one truck having a manufacturer's gross vehicle weight rating of 16,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and

- C. One truck having a manufacturer's gross vehicle weight rating of 52,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and
- D. Equipment sufficient and designed to move vehicles not amenable to towing or to move a completely demolished vehicle by means of dollies or low bed trailers.
- E. Equipment for 2-way communications with Anoka County Central Communications (Dispatch).

A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of all equipment available for use under this contract, along with size and all other pertinent information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently.

All equipment to be used by the Contractor under this contract shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that equipment condition is in conformance with the terms and conditions and the contract.

- 3. In order to be in consideration for proposal selection, all storage and parking lot facilities and all equipment to be used by the Contractor under this contract must be located within a 10-mile radius of the Intersection of Ramsey Blvd NW (Co Rd 56) and Industry Ave NW (Co Rd 116), Ramsey, MN 55303. The storage and parking lot facilities must meet all of the applicable State building code standard and municipal license and zoning requirements, including those relating to screening and landscaping of the City in which the facility is located.
- 4. The facilities proposed to be utilized under this contract must have the capability of storing a minimum of one (1) vehicle inside and a further capability of providing storage for a minimum of ten (10) vehicles outside. Inside storage will be necessary only when so requested or directed by an authorized official of the City of Ramsey as identified in these terms and conditions. When a direction is given to store a unit inside, such directions may be accompanied by certain instructions for security measures to be employed. The security responsibilities become the responsibility of the storing agent while the unit is in his/her keeping.
- 5. The Contractor performing under this contract shall assume all and full responsibility for the conduct of his/her employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use decent language, free of profanity, and treat the public courteously at all times. Request for service from the Ramsey Police Department must be given first priority by all towing dispatchers serving as agents for the Contractor.

6. The Contractor will be solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to the Contractor or his Agency and until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.
7. The performing Contractor must agree to maintain proper records of all vehicles received. The record keeping system shall meet the approval of the Ramsey Chief of Police and records are to be available at all times for inspection by authorized City officials. The records must include a copy of the police impounding report. A report shall be submitted monthly to the Ramsey Chief of Police detailing all vehicles towed for the City and charges incurred during that current month. All contents of such reports shall meet the approval of the Ramsey Chief of Police.
8. All vehicles towed or impounded are to be released only upon receipt of the proper legal release form to be issued by the Ramsey Police Department, except for private tows. In special cases, a verbal release may be given by the Ramsey Police Department. The release form will then include the name of the department official that approved the release.
9. While performing under this contract and under these terms and conditions, the Contractor or his/her designated representative(s) must be present at the storage facility for the purpose of releasing vehicles to authorized persons Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m. (excluding legal holidays). During Saturdays, Sundays, and legal holidays, the Contractor must be available between 12:00 p.m. and 2:00 p.m. by appointment only. It is not necessary that the Contractor or his/her designated representatives be physically present at the storage facility, but the City must be able to contact the Contractor or his/her designated representative on an as needed basis during these times. Providing the City with a home phone number where the Contractor can be reached during these times would be adequate for purposes of this paragraph.
10. It shall be agreed under this contract that motor vehicles will not be driven at anytime during the towing procedure. In the event that the vehicle is without tires or has flat tires, the performing Contractor agrees to tow the vehicle without damaging the wheels and further agrees not to tow any vehicle on its rims, on wheels without tires, or on flat tires.
11. Upon arrival at the scene of a tow where a vehicle accident has occurred, the performing Contractor, in addition to the physical removal of the vehicle, assumes full responsibility for removing any vehicular parts or other debris, excluding liquids and other commercial cargo, resulting from the accident. This clean-up is to be completed without any additional compensation.
12. The performing Contractor shall be entitled to a charge for his/her towing and storage services pursuant to the fees submitted in the accompanying proposal. The Contractor shall agree that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that the Contractor assumes all liability for any and all unpaid charges. NOTE: This provision and these terms and conditions are in no way a law or regulation relating to the "price, route, or service of

any motor carrier... with respect to the transportation of property” under 49 U.S.C. Sec. 14501 (C)(1)(1997).

13. If an involved private owner/operator makes a timely request for a tow by other than our Contractor, such request shall be honored by the Police Department. In either instance, the owner/operator is solely responsible for all associated charges.
14. For vehicles identified by the Police Department as subject to forfeiture, and subsequently released to the Police Department pending the outcome of forfeiture proceedings, the performing Contractor shall indicate a flat rate charge per forfeited vehicle. The flat rate shall include towing, storage on the date of the tow, and three days of storage after the date of the tow. The flat rate applies to all cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), identified by the Police Department as subject to forfeiture by the City.
15. Should the Contractor fail to appear at a designated tow point **within twenty (20) minutes** after receiving a call for a tow, the City reserves the right to call another towing service to perform the work.

If the Contractor is called and is unable to respond due to conditions beyond his/her control, the authorized City officials shall be immediately so informed, and the right is hereby reserved to call another service to perform the work.

In the event that at any time, it becomes necessary for the City to request the services of another towing service for the reasons detailed above, the City retains the right to hold the Contractor retrained under this contract responsible for any additional charges over and above the fee schedule recorded in this proposal. Such charges shall be assessed only if the response time is due to negligence or laxity on the part of the Contractor, which negligence might include equipment failure.

16. The Contractor performing under this contract shall operate and maintain its parking and storage facility in compliance with the terms of this contract and all State and City applicable laws, ordinances, rules and regulations that are presently in effect or which may hereafter be adopted. Pursuant to Minnesota Statutes sections 168B.06, subdivisions 1 and 2, it is the responsibility of the Contractor taking a vehicle in custody to give notice of the taking within five (5) days to the vehicle owner and/or lien holder(s).
17. The Contractor performing under this contract shall all other towing companies into their facility to retrieve or claim vehicles that they have been authorized to removed.
18. No alterations or modifications of the terms of this contract shall be valid unless made in writing and signed by authorized representatives of both parties hereto.
19. In the event of a breach by the Contractor of any terms or conditions of this agreement, the City shall have, in addition to any other legal recourse, the right to terminate this agreement forthwith.

20. Either party may terminate this contract upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.
21. A copy of this contract, along with the authorized fee schedule, shall be posted in a conspicuous place in the Contractor's place of business.

Failure to meet any or all of the requirements of this section may result in termination of the contract at any time, as per the conditions specified for contract termination.

Insurance

The successful Contractor shall not commence work under the contract until the specified insurance coverages have been obtained. The Contractor shall file, within seven (7) days following notification of proposal selection, with the Ramsey City Clerk, all certificates of insurance or documentation thereof indicating that all specific insurance has been obtained and is in full force. The City of Ramsey shall be named as an additional insured on said comprehensive general liability policy.

The following coverage's are required as minimums:

- A.
 1. Public Liability Insurance: \$1,000,000 Comprehensive General Liability (including assault)
 2. Business Auto Policy with all coverage's (all vehicles) with \$1,000,000 limits.
 3. Garage Keepers Legal Liability.
- B. Workers' Compensation Insurance covering all employees of the Contractor, or his/her agents, working under this contract in accordance with the Minnesota Workers' Compensation Law.

The Contractor shall agree to provide to the Ramsey City Clerk, thirty (30) days prior written notice in the event any policy is canceled or a material change is effected and each policy must contain a provision that the insurer notify the Ramsey City Clerk immediately if a policy is canceled or a material change has been effected.

Performance Bond

On or before the date that the contract between the City and the towing service becomes effective, the Contractor shall file with the Ramsey City Clerk an acceptable Corporate surety bond in the amount of \$10,000, payable to the City of Ramsey and subject to the approval by the Ramsey City Attorney for the faithful performance of all duties and obligations imposed under the terms and conditions of the contract.

Proposal Evaluation and Selection of Contract

It is the intent of the City to enter into a contract with the towing service that will best serve the City's needs and who meets all of the terms and conditions set forth herein. In addition, the City will evaluate proposals in a manner consistent with the following:

Performance Standards

All towing service proposals will be evaluated on their ability to provide the following services and the cost that each towing service business will charge for providing each service. The towing and storage services listed below have been given a point total based on service provided to citizens and the City of Ramsey. Proposals can score a maximum of **75 points**. The towing service business that offers to provide each service for the lowest cost shall receive the highest point value for that service. The towing service business with the highest aggregate point total is the low proposal in terms of cost, but is not necessarily the Towing service that will best serve the City's needs.

1. Base charge for towing of passenger vehicles; including cars, light trucks (3/4 ton or less), vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), i.e.- a basic impound tow. **10 points possible- 5 each**
 - a) tow truck
 - b) flat bed
2. Base charge for towing of passenger vehicles (listed above) that have been involved in an accident. **10 points possible- 5 each**
 - a) tow truck
 - b) flat bed
3. Base charge for towing of vehicles ¾ ton to 1½ ton capacity **5 points possible**
 - a) tow truck
 - b) flat bed
4. Base charge for towing of vehicles larger than 1½ ton capacity **5 points possible**
5. Base charge for towing of vehicles larger than 1½ ton capacity involved in an accident **5 points possible**
6. Wench out charge (use the following location for purposes of this proposal: median of Hwy 10 NW, 30 feet off roadway) **5 points possible**
7. "Hook up" or "Impound" charge (in lieu of fees charged in #1, #2, #3 or #4 above)
Charge for vehicle dropped at same location- not removed **5 points possible**
8. "Loaded Mile" rate for transporting vehicle to impound lot **5 points possible**
9. Charge for each 24 hours of storage; including day of tow.
Inside storage **5 points possible**
Outside storage **5 points possible**

10. Flat rate charge for designated forfeiture vehicles released to Police **5 points possible**
11. Charge for towing of marked or unmarked police vehicles and fire department administrative vehicles **5 points possible**
12. Administrative fee (per tow) **5 points possible**

All prices or rates for these services contained in a towing business's proposal are considered the prices that will be used when the City enters into the contract for Towing services with the Contractor. The Contractor may not change, modify, alter, or amend the prices or rates for services contained in its proposal when entering into the contract for towing services. The Contractor also may not change, modify, alter, or amend the prices or rates for services contained in its proposal for the duration of the contract period, unless such change, modification, alteration, or amendment is made in writing and approved by both the City and the Contractor.

The City retains the right to waive any informality or irregularity in any proposal or proposals received; and to select the proposal(s) which in its judgment is in its own best interest. Upon selection, the Towing service shall negotiate with the City for the purpose of entering into a contract implementing the terms of the proposal. Unsuccessful Towing service businesses will receive notification within ten (10) working days after the selection of the Towing services.

Each proposal shall address items called out in the Terms and Conditions section along with each of the performance standards.