

**CITY OF FRIDLEY, MINNESOTA**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**TOWING, IMPOUNDING AND STORAGE OF MOTOR VEHICLES**

**Introduction**

The City of Fridley, Minnesota, is seeking proposals from qualified and experienced firms to provide 24-hour towing, impounding, and storage of motor vehicles on an as needed and directed basis for the purpose of securing a contract.

**Proposals:**

It is the intent of the City of Fridley to award a contract to the Contractor who submits the proposal deemed to best meet the needs and requirements of the City.

**Proposals must be received by 9:00 a.m. Friday September 6, 2019.**

Submit proposals to: **Towing Proposal**  
**Fridley Police Department**  
**7071 University Ave NE**  
**Fridley, MN 55432**

The City of Fridley retains the right to waive any informality or irregularity in any proposal received, and to accept the proposal, which in its judgment, is in its own best interest. The award of the contract will be based upon the evaluation criteria. The City of Fridley reserves the right to reject any and all proposals.

**RFP Questions and Contact:**

Questions relative to the RFP should be directed to: Deputy Director Ryan George  
Fridley Police Department  
7071 University Ave. NE  
Fridley, MN 55432  
(763) 572-3637

**Terms and Conditions:**

The following terms and conditions detail the requirements to provide 24-hour motor vehicle towing, impounding and storage services for the City of Fridley on an as needed and directed basis. Such direction is to be by the Public Safety Director, Community Development Director, Public Works Director or their authorized and legal representatives.

**Equipment:**

Contractor shall provide sufficient equipment for the operator of the towing service to be able to tow any and all city owned vehicles, and those vehicles as designated by the Public Safety Director, the Fire Chief, the Public Works Director or their authorized and legal representatives, including but not limited to:

- A. Equipment capable of towing automobiles, light trucks, vans, utility vehicles, 4x4's, snowmobiles, motorcycles, all-terrain vehicles, school buses, coach buses, commercial

vehicles, heavy trucks, and any other vehicle, motorized or not and further equipped to control movement of the towed vehicle; and

- B. 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; and
- C. Trucks and equipment of sufficient quantity that allows the Contractor to meet the required response time regardless of season, time, date or event; and
- D. Equipment sufficient to conduct water recovery.

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 of the specifications and the contract.

**Personnel:**

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, 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 City of Fridley Police Department must be given first priority by all dispatchers.

Drivers shall possess and carry a valid Minnesota driver's license commensurate with the truck they are operating and be proficient in the operation of such equipment. All drivers shall operate the Contractor's equipment in a safe and prudent manner, complying with all traffic laws.

The City reserves the right to conduct background checks on all employees of the Contractor at the time of contract and annually thereafter.

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

**Licensing:**

Contractor shall obtain and maintain in effect throughout this contract, all licenses, permits and certificates as required by the State of Minnesota, Anoka County, and the City of Fridley for the operation of the service required to be performed by the Contractor under this contract. The Contractor 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.

**Storage Facilities:**

In order to be considered for selection, all storage and parking lot facilities and all equipment used by the contractor under this contract must be located within a 7-mile radius of the City of Fridley Civic Campus. The successful Contractor must demonstrate that their storage and parking lot facilities meet, or are capable of meeting all of the applicable State and local building code standards and municipal license and zoning requirements, including those relating to outdoor storage, screening and landscaping of the City in which the facility is located. A site inspection will be part of the review process.

The facilities to be utilized under this contract must have the capability of storing a minimum of two (2) vehicles inside and a further capability of providing storage for a minimum of twenty-five (25) vehicles outside. Inside storage will be necessary only when so requested or directed by an authorized official of the City of Fridley. When a direction is given to store a unit inside, such directions may be accompanied by instructions for certain security measures to be employed. Vehicle security becomes the responsibility of the storing agent while the unit is in his/her control. Parking lots must be fenced in a secure manner with a minimum fence height of six (6) feet.

The Contractor agrees to keep safely all impounded vehicles, equipment and accessories, and all personal property contained therein, and to retain possession of same until all charges against the impounded vehicle have been satisfied, and to reimburse the City and the owners for any and all losses relating thereto. Personal property that, in the judgment of the Police Department is necessary for health and safety purposes shall be released upon order of the Police Department. 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 Agent, until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.

**Insurance:**

Contractor shall obtain and maintain in effect throughout this contract liability, property damage and fire insurance which shall contain coverage in an amount not less than \$100,000 to any one person and not less than \$300,000 total in any one incident and not less than \$10,000 fire and property damage coverage.

**Availability:**

Contractor shall provide towing services 24 hours per day, every day of the year. Contractor shall provide a telephone answering service 24 hours a day, seven days per week, for the purpose of receiving requests for service pursuant to this contract.

While performing under this contract and under these specifications, the Contractor's hours of operation for release of impounded vehicles shall be no less than 8:00 a.m. to 6:00 p.m., Monday through Friday, four daytime hours on Saturday, and two daytime hours on Sunday and legal holidays. Hours must be posted in a prominent place on the front door or front gate of the facility.

Access to the storage facility shall be available to the Public Safety Director or other authorized and legal representative, at all times and without costs. The City shall have the right to inspect the Contractor's equipment, storage facility and pertinent records without notice, during normal business hours.

**Response Time:**

Upon receipt of request for towing service by the City, Contractor shall dispatch the necessary trucks and equipment so as to arrive at the site so designated within the specified time, which shall not be more than twenty (20) minutes, after receipt of request. Should the Contractor fail to appear at a designated tow point within the specified time 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 City has the right 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 retained 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 on the part of the Contractor. Such negligence might include equipment failure.

In addition to the above charges, to promote the general welfare and safety, in all cases where the Contractor shall fail to respond to any call for tow trucks within thirty (30) minutes, the City shall be paid Fifty and no/100 Dollars (\$50.00) by the Contractor for each failure to respond. If an involved private owner/operator makes a timely request for a tow by other than the Contractor retained under this contract, the Police Department may honor such request. In this instance, owner/operator is solely responsible for all associated charges.

The City reserves the right to call the closest available towing company in the event of an emergency as determined by the City, regardless of any contractual relationship with the City. At the discretion of the City, response time may be altered in the event of adverse road, traffic or weather conditions.

**Contractor Services:**

The Contractor agrees to provide all services required by the City of Fridley for towing, impounding, transport, and storage of vehicles. These services shall be provided in accordance with the terms of the contract. The Contractor shall, in addition to towing and storage services, be responsible for cleaning up all debris associated with the disabled vehicle(s) at the site. This may include items such as vehicle parts, broken glass, metal or other debris, excluding commercial cargo, resulting from the accident. The required clean up shall be completed prior to the Contractor leaving the site, as per instructions from the City Police Officer in charge at the site. The clean-up is to be completed without any additional compensation, unless extraordinary circumstances exist. Such costs may be charged to the appropriate vehicle owner. Contractor may also be asked to provide occasional roadside service, such as changing tires, for Police squad cars and other City vehicles.

Impounded vehicles shall be towed directly to the Contractor's storage facility unless otherwise directed by the City. All designated vehicles at an accident site shall be towed and removed before the Contractor leaves the scene to respond to any other service call.

Vehicles will not be driven at any time during the towing procedure, except as incidental to the impound process. In the event that the vehicle is without tires or has flat tires, the Contractor is to

tow the vehicle without damaging the wheels and not tow any vehicle on its rims, on wheels without tires, or on flat tires.

**Vehicle Release:**

All vehicles towed or impounded are to be released in accordance with procedures adopted by the Public Safety Director. Vehicles being held for evidential or investigative reasons by the Police Department may not be released without written authorization by the Public Safety Director or other authorized and legal representative. Other vehicles may be released as provided herein without formal authorization from the Public Safety Director.

Vehicles shall not be released without proper proof of ownership. If the vehicle is to be driven from the impound lot, proof of current insurance covering the vehicle and proof of a valid driver's license by the prospective driver shall be required.

At the time of the return of the vehicle, the Contractor shall give a receipt in writing which shall state the date of such vehicle release together with the charges enumerated thereon and the purpose for which the charges were made. The receipt shall be made in one original and two copies, all of which shall be signed by the Contractor and the person to whom the vehicle release is made. The Contractor shall retain the original of the receipt and shall deliver one copy to the owner of the vehicle and one copy to the Police Department.

**Records:**

The Contractor will be responsible for maintaining proper records of all vehicles towed, stored, released, still held, junked and destroyed. The record keeping system shall meet the approval of the Fridley Public Safety Director and records are to be available at all times for inspection by authorized City officials.

The Contractor shall prepare a comprehensive monthly report of all vehicles towed, stored, released, still held, junked and destroyed, in a form acceptable to the City. The contractor must have the ability to receive and send documents electronically in addition to paper copies and fax capabilities.

**Towing Charges:**

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.

Exception:

For vehicles identified by the Police Department as subject to forfeiture, and subsequently towed to or from a location other than the Contractor's storage facility, the performing contractor shall indicate a flat rate charge per vehicle towed.

The Contractor agrees to accept as method of payment, cash, and one other method of payment such as check or credit card.

## **Evaluation Criteria**

The City of Fridley will evaluate all proposals received for the purposes of selecting a firm. The following factors, listed in relative order of importance, will be considered in making the selection:

- A. SERVICE: Response Time, Equipment, Location, Availability
- B. SECURITY/FACILITIES: Inside/Outside Storage Facility Security, Location, Procedures
- C. QUALIFICATIONS/EXPERIENCE: Staff Qualifications, Business References
- D. COSTS: Price List, Indirect Costs to City/Customers

The Contractor shall clearly identify any proposed deviations from the Terms and Conditions in their response to this RFP. Each exception must be clearly defined and referenced to the proper paragraph. If no exceptions are noted in the Contractor's proposal, the City will assume complete conformance and the successful Contractor will be required to perform accordingly. Alternate written proposals submitted may be considered; however, the City will make final determination as to suitability and compliance.

Proposals submitted not meeting all requirements may be rejected.

### **Submittal Requirements:**

#### **A. SERVICE**

- List the hours your facility is open to the public.
- List the location of main storage facility and any other storage sites indicating which sites would be used to service this contract.
- State guaranteed response time.
- Include a list of the tow trucks and equipment to be utilized under this contract. If Contractor does not presently own or lease a sufficient quantity of tow trucks to meet the minimum number required, state what arrangements will be made.
- State the maximum weight vehicle you can tow.
- Describe radio equipment to be used in dispatching wreckers.
- Describe other equipment or resources available to you to be used in carrying out the services called for (fax machine, e-mail addresses, etc.).
- State your general release procedure. Include any other situation in which your procedure would vary from the general procedure and what your procedure would be in that situation.

- State your procedure for handling and resolving complaints from the public regarding the services you would provide under this agreement.
- Explain fully the methods of payment you will accept from vehicle owners. State the procedures for vehicle owners to pay your charges.
- Explain how you will inform the public of your charges and of the procedures described in questions above. Include samples of any informational materials you would use. Explain how you will inform the City and the public of any procedural change.

**B. SECURITY/FACILITIES**

- State the location and size of storage facility.
- Provide number and dimensions of exterior & interior storage parking spaces.
- Describe the security features of the storage facility – fencing, lighting, cameras, access, etc.
- Explain the policies and procedure pertaining to access of vehicles you would follow under this contract. Include any other situation in which your procedure would vary from the general procedure.

**C. QUALIFICATIONS/EXPERIENCE**

- Provide company’s legal name, address, principle owners, and company history.
- List number of employees by job type.
- List previous and current contracts that are considered identical or similar to the scope of work described in this contract.
- List all public agencies served as well as any significant private contracts. Explain how you will prioritize calls for service.
- List subcontractors, if any, to be used in performing this service.
- Evidence of Insurability at required levels.
- Include a list of references that can attest to Contractor’s ethical, quality and service standards. The list shall include the complete name, address and telephone number of each reference, with a description of his or her relationship to your firm.

**D. PRICE**

- Complete enclosed Price Sheet

**TOWING, IMPOUNDING AND STORAGE PRICE SHEET**

\_\_\_\_\_  
*Name of Company*

**Towing**

Tow of automobiles and other vehicles under 10,000 pounds GVW	\$ _____
Tow of vehicles between 10,001 and 26,000 pounds GVW	\$ _____
Tow of vehicles over 26,000 pounds GVW	\$ _____
Tow of snowmobiles, motorcycles, and all-terrain vehicles	\$ _____
Additional charge, if any, for use of dolly	\$ _____
Additional charge, if any, for use of low-bed truck or trailer	\$ _____
Additional charge, if any, for use of flat-bed truck	\$ _____
Additional charge, if any, for use of winch with tow	\$ _____
Additional charge, if any, for accident tow	\$ _____
Fuel Surcharge, if any	\$ _____
Administrative Fees, if any	\$ _____
Additional charge, if any, for notification of registered owner	\$ _____
Tow of vehicles under Police Forfeiture to or from a location other than the Contractor's storage facility	\$ _____
Tow of Police squad cars or City vehicles to City Shop	\$ _____
Tow of oversize police property/evidence items, such as ATMs, safes, etc.	\$ _____

**Storage Charges**

First _____ day period:	Inside storage	\$ _____
	Outside storage	\$ _____
	Large vehicle storage	\$ _____
Each additional day:	Inside storage	\$ _____
	Outside storage	\$ _____
	Large vehicle storage	\$ _____

**Other Charges**

Occasional roadside service, such as changing tires, for Police squad cars and other City vehicles	\$ _____
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