



**REQUEST FOR PROPOSAL
TOWING SERVICE PROVIDER**



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Police Department

August 17, 2020

REQUEST FOR PROPOSAL

Ogden City Corporation Towing Service Provider

Ogden City Corporation is requesting proposals from qualified individual(s) or firm(s) that can provide non-preference towing services to Ogden City. The City declines to renew its tow provider rotation system, in favor of a contract with a tow operator that can provide most or all non-preference vehicle tows required by Ogden City. The successful contractor may use third party towers to meet some contract requirements provided that contractor is fully responsible for the quality and efficiency of service of such third-party providers and meets all other customer service requirements of the agreement. Proposal packets are available and may be obtained by downloading from the Ogden City website at <http://ogdencity.com/264/Purchasing>.

Proposers are responsible for securing any and all addenda issued.

Sealed responses to this Request for Proposal shall be submitted to the office of the City Purchasing Agent, 2549 Washington Boulevard, Suite 510 (5th Floor) Ogden, Utah, **no later than 3 PM, September 3, 2020**. LATE PROPOSALS WILL NOT BE ACCEPTED.

The City reserves the right to accept or reject any proposal as it best serves its convenience and/or is found to be in the best interest of the City. The City reserves the right to issue contracts to multiple vendors.

Ogden City encourages and welcomes bids from women and minority owned businesses.

Published: August 19 & 29, 2020

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I. INTRODUCTION

Ogden City Corporation is requesting proposals from qualified individual(s) or firm(s) that can provide non-preference towing services to Ogden City. It is the City's goal to contract with a single provider that can provide most or all non-preference towing requirements. The successful contractor may use third-party towers to meet some contract requirements provided that contractor is fully responsible for the quality and efficiency of service of such third-party providers and meets all other customer service requirements of the agreement. While this RFP seeks a proposer that can accommodate most or all non-preference tows required by the City, the resulting contract will be non-exclusive, and City reserves the right at its sole discretion to enter into agreements with more than one tow operator if the City determines at any time that it is in the City's interests to do so.

II. BIDDER REQUIREMENTS

Ogden City proposes each of these requirements for the protection and safety of its citizens:

- A. Maintain a tow truck exclusively for Ogden calls for service and have a current written agreement with the tow truck/wrecker services dispatch;
- B. Provide a tow truck that is within a three-mile radius at all times for rapid response;
- C. Capable of servicing approximately 6,000 police generated tows annually;
- D. All trucks responding to Ogden calls for service shall have the following:
 - a. Current DOT inspection
 - b. Current insurance

- c. Proper tools
- d. The resources to tow all vehicles (Light, Medium, and Heavy as outlined in Utah Administrative Code R909-19)
- E. Be available 24-hours a day, 7-days a week. When requested by the City to tow and/or store a vehicle, the operator shall respond within the maximum twenty-minute time frame (except heavy duty), unless otherwise excused by the Coordinator because of inclement weather, unusual traffic conditions, or excessive distance.
- F. Provide Owner access to vehicles towed on a 24-hour, 7-days a week basis. If the Owner is requesting a release of a vehicle or access to the vehicle to obtain life-essential property as defined in R909-19-3, the Company shall make personnel available to release the vehicle or provide access to the vehicle within two hours of when the Owner makes the request. Any fee for other than regular business hours retrieval shall be reasonable and shall comply with any applicable statute or rule.
- G. Have access to boom truck, roll off truck and large semi size truck. Provide a contingency for multi-vehicle incidents.
- H. Complete clean-up of accident scene.
- I. Perform background check on all employees (to be attached with proposal submitted).
- J. Maintain complete and accurate records of all tows (to include which yards vehicles were towed to) which shall be provided to the Coordinator with such records as requested.
- K. Maintain a State Tax approved storage area and a secure area for seized items or vehicles
- L. Provide a secure storage area for personal belongings removed from towed vehicles
- M. Provide records and documentation for compliance of all applicable Utah State Laws including but not limited to business license and evidence of insurability
- N. Fee schedule
- O. Waive all storage and impound fees for reported stolen/recovered vehicles. All tow fees apply
- P. Centralized location for customer service response to inquiries of all vehicles towed.
- Q. Disclosure. The company agrees to disclose to City all incidents or occurrences of

accident, injury, and/or property damage that may result in a claim.

- R. The Company agrees to indemnify, save harmless, and release Ogden City, Participating Agencies, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Company's officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.

III. **RESPONSE TO REQUEST FOR PROPOSAL (SUBMITTAL)**

The City will accept proposals from firms that are capable of providing all or most of the work described in Section II. Applicants shall include qualifications for work set forth in this RFP for which it proposes to provide services.

A. Each Proposal must include, as a minimum, the following information:

1. Company Information: Name, address, email and telephone number of the company submitting the proposal.
 - a. The name and contact information of the person designated as the firm's representative.
 - b. The names of all employees and a copy of the required background check report for each employee.
 - c. The names of any third-party towers to be used and a brief description of their services; include contact information, names of employees and background checks and tow truck information for any third-party towers.
 - d. A description of the firm's experience and capability of fulfilling this contract if awarded.
2. Fee schedule.
3. Copy of the business license for place of business and each yard, or receipt (if license has not yet been received) showing that Company is licensed as a towing company and has paid all applicable regulatory fees;
 - a. Provide the centralized location for customer service response to inquiries of all vehicles towed.

- b. Issue statement that the centralized location will be available 24-hours a day /7-days per week.
4. Other records and documentation for compliance of all applicable Utah State laws.
5. Tow truck information – Provide the following:
 - a. Current DOT inspection
 - b. Current insurance
 - c. Proper tools
 - d. The resources to tow all vehicles (Light, Medium, and Heavy as outlined in Utah Administrative Code R909-19)
6. Provide information on access to a boom truck, roll off truck and large semi size truck.
7. Provide contingency for multi-vehicle incidents.
8. Provide information on the required State-Tax approved storage area for seized items or vehicles
9. Provide information on the required storage for personal belongings removed from the towed vehicles
10. Issue statement that firm will waive all storage and impound fees for reported stolen/recovered vehicles.
11. Evidence of Insurability (Refer to section V)
12. A list of three references.

B. Additional Items:

1. Non-preference tows covered under this RFP include tows resulting in the following circumstances:
 - a. vehicle accidents where owner has not expressed a preference of tow operator
 - b. vehicles towed for parking violations
 - c. vehicles towed for city code violations
 - d. abandoned vehicles
 - e. evidence tows
 - f. Police safe keep requests
 - g. other City-related tows as needed, including RVs, trailers and vessels.

2. Safe keep – vehicles identified by officer as safe keep will be released upon payment of appropriate fees.
3. Rental Vehicles – operator will release a rental vehicle to the driver with a current rental agreement upon payment of appropriate charges.

C. Narrative:

Proposers will be evaluated on their ability to meet a large portion of the City's non-preference towing needs with its own resources. However, due to the volume of the City's non-preference towing needs, it is expected that the successful proposer may meet some of its contractual obligations through the use of third party towers, provided the proposer remains responsible for the quality and efficiency of all third-party services provided, proposer provides a good customer service experience for City and vehicle owners, and proposer is the single point of contact for Ogden City, dispatch and vehicle owners. Please outline how proposer will meet these requirements, addressing the following:

1. Will proposer provide a single source of contact for vehicle owners, the City and dispatch? How will this be accomplished if third party tow providers are used by proposer.
2. Where will vehicle owners recover their vehicles? Will the vehicles be stored in one or more lots, and how will the location be communicated to vehicle owners? Please state the location of all proposed storage lots and their proximity to Ogden City.
3. How will proposer handle safe keep requests? Will proposer allow a vehicle owner to recover their vehicle on the weekend, prior to the opening of offices of the State Tax Commission?
4. How will the proposer handle recovery or rental vehicles? May vehicle renters recover vehicles if there is an active rental agreement in their name?
5. How will proposer assist vehicle owners to save storage fees by enhancing owner's ability to pay charges and recover vehicles quickly?

6. What is the amount of any of proposers' fees and charges that are not determined by statute or regulation? Describe when and how they are imposed?
 7. How will proposer document, investigate and resolve vehicle owner complaints?
 8. How will proposer document, investigate and resolve city concerns and complaints?
 9. How will proposer obtain and track the qualifications and back-ground checks of the third party tow providers it uses? Will that information be provided to City upon request?
 10. Is proposer aware of and does it comply with all city towing ordinances, including those affecting private tows outside the scope of this RFP?
 11. How will proposer use other tow companies to fill the Ogden City work? How much of the work do you anticipate can be done by primary company? Note that Ogden is seeking a firm that can provide most or all Ogden City non-preference towing requirements.
 12. What private/agency tow work do you expect to maintain outside the City contract and how will you avoid conflicts with City work?
 13. What is your experience towing within Ogden City and your prior experience with the Ogden Police Department; include number of years of experience and notable tow work.
 14. It is expected that proposers' compensation for towing services will be paid by owners of towed vehicles consistent with state law, and City will not guarantee any payments owed to proposer. Are there any towing services described in this RFP for which tower expects payment from the City? If so, please explain.
- D. For City record keeping purposes, please do not use spiral or wire binding methods.
- E. Being selected and entering into an agreement does not guarantee proposer will be extended any specific amount of work.

IV. EVALUATION OF PROPOSALS

Proposals will be evaluated in accordance with how the proposer will meet the requirements indicated in section II of this RFP and the customer service needs of the citizens of Ogden as indicated in section III. Please submit all required documents, narrative and statements referenced in section III.

All proposals in response to this RFP will be evaluated in a manner consistent with the Ogden City policies and procedures.

In the initial phase of the proposal evaluation process, the evaluation committee will review all proposals timely received. Non-responsive proposals (those received after the deadline or not conforming to RFP requirements) will be eliminated. The remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which in the judgment of the evaluation committee fail to offer sufficient and substantive provisions to warrant further consideration. Each proposer bears sole responsibility for the items included or not included in the response submitted by that proposer. The City reserves the right to disqualify any proposal that includes significant deviations or exceptions to the terms, conditions and/or specifications in this RFP.

At the conclusion of this initial evaluation phase, finalist proposals will be selected for detailed review and evaluation. The City will require an in-person presentation by a finalist proposers to supplement their written proposal.

V. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this agreement. The Contractor shall pay the cost of such insurance.

- a. The amount of insurance shall not be less than:
 - i) Commercial General Liability: Minimum of \$2,000,000 commercial general liability coverage with \$1,000,000 for each occurrence. Policy to include

coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable) written on an occurrence form.

- ii) Business Automobile Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage for owned, non-owned and hired autos.
 - iii) Workers' Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of Utah and employer's liability with limits of \$1,000,000 per accident.
 - iv) Professional Liability: Minimum of \$1,000,000 aggregate with \$500,000 per occurrence
- b. Each insurance policy required by this Agreement shall contain the following clauses:
- i) "This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Ogden City Corporation".
 - ii) "It is agreed that any insurance or self-insurance maintained by Ogden City Corporation, its elected or appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy."
- c. Each insurance policy required by this Agreement, excepting policies for Workers' Compensation, shall contain the following clause in a separate endorsement:
- i) "Ogden City Corporation, its elected and appointed officials, employees, volunteers and agents are to be named as additional insureds in respect to operations and activities of or on behalf of, the named insured as performed under Agreement with Ogden City Corporation."
- d. Insurance is to be placed with insurers acceptable to and approved by Ogden City Corporation. Contractor's insurer must be authorized to do business in Utah at the time the license is executed and throughout the time period the license is maintained, unless otherwise agreed to in writing by Ogden City

Corporation. Failure to maintain or renew coverage or to provide evidence of renewal will be treated as a material breach of contract.

- e. City shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the City before work begins on the premises.
- f. City reserves the right to require complete, certified copies of all required insurance policies at any time.
- g. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to the City, their elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- h. Contractor shall include all of its contractors as insured under its policies or shall furnish separate certificates and endorsements for each contractor. All coverages for Contractor's contractors shall be subject to all of the requirements stated herein.
- i. Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from the activities of Contractor or its agents, employees, invitees or contractors upon the Premises during the License Period.

VI. ADDITIONAL INFORMATION – GENERAL TERMS AND CONDITIONS

- A. Qualified respondents shall be Licensed Contractors in the State of Utah, for this type of work, and who meet Ogden City's insurance and bonding requirements, and have experience with all work defined in the scope of work.
- B. For projects that are security-sensitive in nature, Ogden City reserves the right to conduct a criminal background check of each person who will be providing services in response to this RFP. If requested, Contractor shall submit a BCI Criminal History

Report dated within 30 days of response to RFP for each employee who will be on-site, that shows “Criminal History Verified” and has Arrest History attachments. Employees who have any convictions on their BCI record may be subject to further review and approval by Ogden City. Ogden City may reject any response to this RFP that involves services from a person or entity that Ogden City determines is unfit or unqualified to fulfill the requirements of this RFP.

- C. All work must meet current industry standards including all Federal, State and local rules and regulations.
- D. The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- E. Ogden City will make every effort to ensure all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- F. Cost of Developing Proposals - All costs related to the preparation of proposals and any related activities are the sole responsibility of the offeror. Ogden City assumes no liability for any costs incurred by offerors throughout the entire selection process.
- G. Proposal Ownership – Once submitted, all proposals, including attachments, supplementary materials, addenda, etc. become the property of Ogden City and will not be returned to the offeror.
- H. Conflict of Interest – No member, officer, or employee of Ogden City, during his or her tenure shall have any interest, direct or indirect, in this contract or the proceeds thereof, except as permitted by Ogden City policy.
- I. Non-Collusion – The offeror guarantees the proposal is not a product of collusion with any other offeror and no effort has been made to fix the proposal price or any offeror or to fix any overhead, profit or cost estimate of any proposal price.
- J. Ogden City reserves the right to cancel this Request for Proposal. Ogden City reserves the right to reject any or all proposals received. Furthermore, Ogden City shall have the right to waive any informality or technicality in proposals received,

when in the best interest of Ogden City. Ogden City reserves the right to segment or reduce the scope of services and enter into contracts with more than one vendor.

- K. Award of Contract - The selection of the company will be made by a selection committee comprised of city employees. Ogden City reserves the right to negotiate and hold discussions with prospective service providers as necessary, however, Ogden City may award this contract without discussion of proposals received from prospective service providers. The selected company shall enter into a written agreement with Ogden City.
- a. The City retains the right to terminate the agreement upon Contractor's failure to meet the terms and conditions of this Agreement for any reason. The City or Company may terminate the Agreement at any time by giving written notice to the other and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
 - b. The agreement may be amended, modified, or supplemented only by written amendment to the agreement, executed by authorized persons of the parties hereto, and attached to the original signed copy of the Agreement. The agreement may be unilaterally amended by City, provided City gives 30 days written notice to Company of the amendment and provides Company with the option to terminate the agreement within the 30 day notice period if Company declines to be bound by the amendment.
- L. Pursuant to the Utah Government Records Access and Management Act (GRAMA), records will be considered public after the contract is awarded. If an offeror wishes to protect any records, a request for business confidentiality may be submitted to the Ogden City Records Office at the time of bid submission. The form can be accessed through the Recorder's webpage at:
<https://www.ogdencity.com/DocumentCenter/View/7004/Business-Confidentiality-Claim-form>

VII. GOVERNING INSTRUCTIONS

This Request for Proposal will constitute the governing document for submitting Proposals and will take precedent over any oral representations.

VIII. CONTACT PERSON

For any questions related to this RFP, please contact the Ogden City Purchasing office via email purchasing@ogdencity.com or at (801) 629-8742.

The question and answer period ends at 3PM on September 1, 2020.

IX. SUBMISSION OF PROPOSALS

Firms shall prepare five (5) copies of the required documentation in one sealed envelope and submit to the office of the City Purchasing Agent, 2549 Washington Blvd, Suite 510, Ogden UT 84401 **no later than 3PM on September 3, 2020**. On the envelope, indicate your "Company's Name" and the project name "Towing Service Provider RFP". **LATE PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE EVALUATED BY THE SELECTION COMMITTEE.**

No facsimile or email transmittals will be accepted. All submittals must be delivered by mail or other delivery service or hand-carried to the 1st Floor Information Desk (back entrance of the Municipal Building) at the same address.

It is the sole responsibility of those responding to this RFP to ensure that their submittal is made to the correct location and in compliance with the stated date and time. City offices are closed on holidays.

The City reserves the right to accept or reject any submittal as it best serves convenience and/or is found to be in the best interest of the City.

Ogden City encourages and welcomes bids from women and minority owned businesses.

X. RFP SCHEDULE

August 17 – RFP is opened to the public; Document is published on the City’s website

August 19 & 29 – RFP is published in the Standard Examiner

September 3, No Later than 3PM – Responses (Proposals) to the RFP are Due

Week of September 14th – RFP Review by Selection Committee; Interviews

Week of September 21st – Recommendation of Award & Approval