REQUEST FOR PROPOSALS (RFP)

FOR

BELGRADE POLICE DEPARTMENT TOWING AND RECOVERY SERVICES

The City of Belgrade is requesting proposals for the Belgrade Police Department Towing and Recovery Contract. Proposals should be mailed or delivered to the City Clerk’s Office, City of Belgrade, 91 East Central Ave., Belgrade, Montana 59714 at or before 3:00 p.m. on Thursday, August 22, 2019. Each Proposer is responsible for ensuring its response to this RFP is complete, submitted on the official RFP bid form and is delivered on or before the date, time and location specified. Any proposal received after the due date and time will be returned unopened.

Specifications are available free of charge at the Belgrade City Hall, from the City Clerk, 91 East Central Ave., Belgrade, Montana 59714. The Specification are also available on the City of Belgrade’s website at ci.belgrade.mt.us.

General questions pertaining to the RFP should be directed to Chief E. J. Clark Jr. at the Belgrade Police Department (406) 388-4262.

The City of Belgrade or the Belgrade Police Department shall not be held responsible for any oral instructions. Any changes to this RFP will be in the form of an addendum and posted on the City of Belgrade’s website at ci.belgrade.mt.us.

The City of Belgrade reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposal received, and to accept the Proposal which is in the best interest of the City of Belgrade, Montana.
To: All Local Towing Companies serving the Belgrade, Montana area

Subject: Request for Proposals (RFP) for Belgrade Police Department Towing and Recovery Services.

Issued by: City of Belgrade Police Department

Date Issued: July 18, 2019

Date Due: August 22, 2019, @ 3:00 p.m. at the Belgrade City Clerk’s Office

Attn: Susan Caldwell, City Clerk, 91 East Central Ave., Belgrade, Montana 59714.

Late proposals will be returned unopened.

Proposal: Belgrade Police Towing and Recovery

Instructions: Each Proposal shall be submitted on an official RFP bid form in a sealed envelope. The envelope shall be clearly marked as follows:

“Proposal for Belgrade Police Towing and Recovery Services.”

**Towing and Recovery Specifications**

1. **Scope of Services:** This request for proposals shall apply to all requests made by authorized Belgrade Police Department (BPD) personnel to Contractor for services involving City of Belgrade police vehicles and/or vehicles requested by BPD to be removed, towed or transported to a specified location for impound for reasons of police related need.

   The successful Contractor will be required to enter into a five (5) year contract period from July 1, 2019 through June 30, 2024, which substantially complies with the form attached as Exhibit “A”

2. **Service Rates:** Contractor shall bid fees for the following services on the official RFP bid form.

   A. **Towing Service:**

      Local area towing

      Additional Mileage outside City limits

      Response Fee

      Labor Rate/Standby
Flatbed Use Rate

Dolly Use Rate

Winching (Light Duty)

Winching (Heavy Duty)

B. **Storage Service:**

   Inside storage (per day)

   Outside storage (per day)

C. **Response Time:**

   With the understanding of weather and unexpected issues, the City expects a reasonable response time to all calls for service. Please supply an estimate of the average response time to calls within the City limits.

3. The City reserves the right to reject any or all proposals and to determine which bid is, in the City’s judgement, the most responsible proposal and in the City’s best interests. The City also reserves the right to waive any informalities, irregularities, or minor deviations in any proposal.
### Official RFP Bid Form

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Net per unit bid price</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Additional Charges: (Explain in detail what the additional charge is and the rate)</td>
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**Company:** __________________________

**Address:** __________________________

**Signed:** __________________________

**Printed Name:** __________________________

**Date:** __________________________
Representations, Certifications and Acknowledgements

1. Contingent Fee –
   A. He/she has ( ) has not ( ) employed or retained any company or person (other than full-time bona fide employees working solely for the bidder) to solicit or secure this contract, AND
   B. He/she has ( ) has not ( ) paid or agreed to pay any company or person (other than full-time, bona fide employee working solely for the bidder) any fee, commission, percentage, or brokerage fee contingent upon or resulting from award of this contract; and agrees to furnish information relating to (A) and (B) above, as requested by the Contracting Officer.

2. Type of Business Organization –
   He/she operates as an individual ( ), a partnership ( ), a nonprofit organization ( ), a corporation ( ) incorporated under the laws of the State of Montana and ordinances of the City of Belgrade.

3. Certification of Independent Price Determination
   A. By submitting this bid, the bidder certifies – in the case of a joint bid, each party thereto certifies as to its own organization – that in connection with this procurement:
      • The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor.
      • With the exception of an existing state contract, unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other bidder or to any competitor; and
      • No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

4. Each person signing this bid certifies that:
   A. He/she is the person in the bidder’s organization responsible within that organization for the decision as to the process being offered and that he/she has not participated, and will not participate, in any action contrary to the above.

Company: ______________________________________
Address: ______________________________________
Signed: ______________________________________
Printed Name: __________________________________ Date: ______________
EXHIBIT “A”
CITY OF BELGRADE/BELGRADE POLICE DEPARTMENT
TOWING AND RECOVERY
SERVICES CONTRACT

This Contract is entered into this ______________________ day of
_________________, 2019, between the City of Belgrade/Belgrade Police
Department (BPD) and ____________________________ (Contractor), an
independent contractor, for Police Department requested towing and recovery
services.

CONTRACT TERM: _____________________________. The City reserves the
right to extend or renew this contract in one (1) year
increments at the expiration of any term if deemed in the
best interests of the City to do so and the contractor
agrees to the extension in writing.

Contractor:

________________________________________(Bus. Name)

________________________________________(Address)

________________________________________(Phone)

________________________________________(Rep. Name)

This contract for services shall apply to all requests made
by authorized BPD personnel to the Contractor for services
involving BPD vehicles and/or vehicles requested by BPD
to be removed, towed or transported to a specified
location for impound for a police related need.

➢ SCOPE OF SERVICES:

Contractor agrees to perform the work and provide the
Services in accordance with this Proposal, which is
attached as the Scope of Services and marked Exhibit “A”
and made a part hereof, and at the pricing set forth below.
**PRICING:** Towing and Recovery Services for the City as follows:

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➢ SERVICE REQUIREMENTS:

- **HOURS OF SERVICE:** Contractor must provide towing services 24 hours per day, seven (7) days per week (regardless of any federal or state holidays).

- **Towing Instructions:** Contractor shall remove, impound, transport or tow vehicles to the Contractor’s storage facility large enough to accommodate ten (10) vehicles. Authorized BPD personnel may direct the Contractor to tow the vehicle to any of the following destinations:
  - BPD storage
  - Contractor Storage Facility
  - Other location as specified by authorized BPD personnel.

- **Response Time:**

  - Contractor shall arrive with towing vehicle(s) at the requested service site(s) designated by authorized BPD personnel within twenty (20) minutes (on average) after the call has been placed.

  - If, in the isolated instances, the Contractor does not expect to respond to the call within the twenty (20) minutes, the Contractor shall immediately advise BPD of an ETA (Estimated Time of Arrival).

  - Should the Contractor fail to report to the designated site(s) within one (1) hour, the BPD may contact another towing company to perform the required services. The original request will be cancelled with the Contractor. The Contractor will not be compensated for the Cancellation Call Charge.

  - Repeat instances of response times exceeding the twenty (20) minute response time may be deemed a Contract breach, subjecting the contract to termination.

  - Prior to the contract termination, one (1) conference will be scheduled to allow the Contractor an opportunity to explain the breach. If after the conference, the City of Belgrade/BPD will determine if the contract will be terminated.
• **Emergency Situations:**
  
  ➢ Contractor must provide towing services during snow and/or other emergency situations. In all cases where the Contractor fails to respond to any emergency call for tow services within twenty (20) minutes, the BPD shall have the right to call upon another business to perform such services.

• **Contractor Duties:**
  
  ➢ Secure car for storage and store all such vehicles, accessories and personal property, when requested by BPD, and to preserve and deliver the vehicles to the owner(s) or person(s) entitled to the possession thereof upon payment of towing and storage fees all in accordance with City, State and Federal laws.

  ➢ All vehicles being held for evidential or investigative reasons by BPD must be authorized by the Chief of Police or his designee for release. Other vehicles may be released without formal authorization from the Chief of Police or his designee.

  ➢ Contractor shall first pay persons that furnished labor, supplies, equipment, space or material to the Contractor in and for the performance of this contract, out of the amount due the Contractor, its agents or assigns.

  ➢ Tow BPD vehicles not exceeding a ton and one-half (1.5) gross vehicle weight without further charge of consideration.

• **Records:**
  
  ➢ Establish the identity of the owner(s) via vehicle titles or registrations showing owner/lien holder.

  ➢ Keep and maintain records as required by BPD and furnish BPD with a monthly report as to vehicles picked up by the owners, released or in storage.

  ➢ At the time of return of the vehicle, the Contractor shall provide a written release stating the date of such release, together with the charges enumerated thereon and the purposes for which the charges were made. An original and two (2) copies of the release
shall be signed by the Contractor and the person to whom the release is made. The Contractor shall retain the original of the release and shall deliver one (1) copy to the vehicle owner and one (1) copy to the BPD.

• Charges for Operation:
  ➢ Contractor shall carry all charges for towing and storage on account until the sale or other proper disposition of such vehicle. In the event that the owner does not reclaim the vehicle prior to sale at the BPD auction site, the Contractor shall be reimbursed from the proceeds of the sale, except that the reimbursement for any one vehicle may not exceed that amount actually realized from the sale of that vehicle, nor may the total reimbursement for any one vehicle exceed the towing charge plus ninety (90) days storage to the registered owner. The salvage rights to any vehicle put up for auction, but which receive no bids, shall belong to the Contractor.

• Storage of Impounded Vehicles:
  ➢ Any vehicle directed to be impounded, from the time it is taken into possession by the Contractor, during the time it is impounded and until it is reclaimed, shall be considered to be in the custody of the BPD. While in the custody of the BPD, Contractor shall cause no work to be performed on any vehicle, nor permit anyone else to do any work on any vehicle.

  ➢ Contractor shall not permit the owner(s) or any other person(s) to take or remove from the vehicle, any items, possessions or parts contained in or on the vehicle, or change or repair any parts.

  ➢ When authorized by BPD, Contractor shall release all vehicles to the owner(s) without any other charges other than the towing, impounding and storage fees.

  ➢ All vehicle which have been involved in criminal proceedings and are designated by the BPD as being held for that reason, shall be held and stored, when applicable, in inside storage (cold or heated).
- Reasonable storage and towing fees will be assessed to the owner when said vehicle is impounded as evidence, or for investigative purposes.

- If a vehicle is seized for the purpose of searching the vehicle and the search of the vehicle does not uncover the fruits of the crime the towing and storage shall not be assessed to the owner(s). The BPD will be assessed the fees in this instance.

- If a vehicle is towed to the BPD for evidence gathering, the owner(s) will not be assessed towing fees. BPD will be assessed the fees in this instance. However, if the vehicle is then towed and stored by the Contractor, reasonable towing and storage fees will be assessed to the owner(s).

- **Personnel:**
  - Drivers: Contractor shall have in its employ, or under its control, sufficiently licensed, qualified and competent personnel to perform towing services at the levels specified in this Contract.
  - Performance: Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. The BPD reserves the right to require the Contractor to reassign any employee that BPD deems incompetent, careless, insubordinate, for otherwise objectionable to work with under the Contract.

- **Business Operating Permits and Licenses:**
  - Contractor must adhere to and follow all laws, rules, and regulations of the State of Montana related to the operation of their towing business, operation of motor vehicles and employment of personnel.
  - Contractor must also adhere to any City of Belgrade’s ordinances covering the operation of motor vehicles, business, etc. as required.
  - Contractor is required to have and hold permits as required by the State of Montana and, if required, the City of Belgrade for the removal of vehicles as required for law enforcement purposes.
  - Contractor must provide, within seven (7) days of a request copies of current permits issued by the Montana Department of Transportation to operate towing vehicles. Contractor must also
submit a copy of any current permits for towing or storage of vehicles, if required, issued by City of Belgrade.

- **Vehicle Damages:**
  - Contractor is responsible for the reimbursement of vehicle damages caused during towing and storage to the vehicle owner(s). Dispute resolution is a matter entirely between the Contractor and the vehicle owner(s). Ordinary claim and remedy procedures apply, subject to any applicable rule(s), ordinance(s), or law(s).

- **Cancellation Charges:**
  - Contractor must permit no-charge cancellation of towing service request up to the point of the Contractor’s arrival at the designated call site. An illegally parked vehicle shall be considered “Towed” when the Contractor’s towing vehicle has physically arrived at the dispatched location.

- **Additional Charges:**
  - No additional charges or costs of any kind associated with the vehicle post-impound storage or processing fees beyond those listed in the “Scope of Services” shall be permitted.

- **Insurance:**
  - Contractor shall be required to purchase and maintain insurance coverage as set forth below. The insurance policy must name the City of Belgrade (including its elected or appointed officers, officials, employees or volunteers) as additional insured and be written on a primary – noncontributory basis, and on an occurrence, not a claims-made basis. Each coverage shall be obtained from an insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana. All insurance documentation shall be in a form acceptable to the City of Belgrade.

  - **Coverages:**
    - **Commercial General Liability** $750,000 per occurrence (Bodily injury and Property Damage)
- **Automobile Liability for scheduled**
  - Hired, and non-owned autos
    - $1,500,000 aggregate

- **Garage keepers Liability**
  - On Hook
    - $500,000 GKLL
  - $250,000

- **Fire and Theft coverage**
  - $500,000

- **Workers’ Compensation**
  - Not less than statutory limits

The City of Belgrade is not the workers’ compensation insurer of Contractor’s employees. Contractor must have current workers’ compensation insurance in place for its employees injured or killed while performing work pursuant to this contract.

Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates and the additional insured endorsement shall not relieve the Contractor from liability assumed under any provision of this contract.

- **Indemnification:**
  - Contractor shall indemnify, defend, save and hold the City of Belgrade harmless from any claims, lawsuits, or liability, including attorney’s fees and costs, allegedly arising out of loss, damage or injury to persons or property occurring during the course of or as a result of the Contractor’s performance pursuant to this Contract.

- **Integration:**
  - This instrument, the Contract, and all appendices and amendments hereto, embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained representations, or agreements, either oral or written, between the parties hereto.

- **Nondiscrimination:**
  - Contractor agrees that all hiring by the Contractor of persons performing this Contract will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.
• Amendment:

➢ The parties may amend this Contract only by written agreement executed by all parties hereto.

• Termination and Amendment:

➢ Contractor agrees to the following terms and conditions regarding termination and amendment. The contract may be terminated subject to the following conditions:

❖ Termination without cause: The Contract may be terminated upon 45 day written notice of either party to the other without cause.

❖ Termination with cause: if, at any time before the date of completion, one of the parties determines that the other party has failed to comply with any of the terms and conditions of this Contract, the aggrieved party may give notice, in writing, to the defaulting party of deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If the defaulting party fails to cure and correct all defaults claimed within a reasonable period to be specified in the notice, the aggrieved may, with no further notice, declare this Contract to be terminated in whole or part.

❖ If the Contractor is the defaulting party, it will thereafter be entitled to receive payment for those services satisfactorily performed to the date of termination less the amount of reasonable damages suffered by the City by reason of the Contractor’s failure to comply with the contract’s terms and conditions.

❖ If the City is the defaulting party it will pay the Contractor for those services satisfactorily performed to the date of the termination, plus the amount of the reasonable damages suffered by the Contractor by reason of the City’s failure to comply with the contract’s terms and conditions.
Notwithstanding the above, the defaulting party is not relieved of liability to the aggrieved party for damages sustained by the aggrieved party by virtue of any breach of this contract.

If the Contractor is the defaulting party, the City may withhold any payments to the Contractor for purposes of setoff until the exact amount of damages due the City from the Contractor is determined.

- **Compliance with Laws:**
  - In the performance of this Contract, Contractor shall comply with all applicable laws and regulations, including all applicable provisions of Official Code of the City of Belgrade.

**IN Witness Whereof,** the parties hereto have caused this contract to be executed the day and year first herein above written.

**CITY OF BELGRADE**

____________________________________
Ted Barkley, City Manager

**CONTRACTOR**

____________________________________
Company Name

____________________________________
Printed Name of Authorized Agent

**ATTEST:**

____________________________________
Signature of Authorized Agent

____________________________________
Susan Caldwell, City Clerk

____________________________________
Date