

**City of St. Francis**

**Request for Proposal**

**Towing Services**

**RFP Release Date: October 8, 2024**

**Scope**

The City of St. Francis, Minnesota, is seeking services outlined in this RFP. For reference, the City of St. Francis will hereinafter be referred to as the “City.” The City requests proposals for contract towing and storage of vehicles from qualified towing companies. Towing and storage of vehicles under this contract will be in response to the actions of city staff and may include, but are not limited to, improperly parked vehicles, vehicles that obstruct or impede the flow of traffic or obstruct emergency lanes, walkways, and handicapped parking spaces, traffic crashes where a preference for towing service is not provided, towing due to parking enforcement, snow emergencies, police impound, seizure of evidence, and any other towing requests as authorized by law.

**Purpose**

The specifications herein are designed to ensure prompt, adequate, reasonable, and uniform cost for towing and storage services for the public at the request of the City. The contractor and its employees shall be required to provide services authorized in the towing industry. Courtesy and professionalism are expected at all times.

**General**

Proposals will be considered only from qualified and experienced firms regularly engaged in the towing business. Firms must produce evidence that they have an established, satisfactory record of performance for a period of one year or more, have satisfactory financial support, the required equipment, and an organizational structure sufficient to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

**Proposals**

It is the intent of the City to award a contract to the towing service provider who submits the proposal deemed to best meet the needs and requirements of the City. Proposals must be received by 4:30pm on October 23, 2024.

Submit proposals to: City of St. Francis

Attn: Towing Proposal

23340 Cree Steet NW

St. Francis, MN 55070

The City retains the right to waive any informational or irregularity in any proposal received, and to accept the proposal, within its judgement, that is in the best interest of the City and the citizens of St. Francis. The award of the contract will be based upon the totality of the evaluation criteria that centers around quality service.

The cost of services will not be the sole criteria in awarding a contract. The City reserves the right to reject any and all proposals.

### **Competency of Towing Service**

1. The towing service provider must have all necessary state licenses and permits as required to perform the services set forth herein. This includes licenses and permits required by the State of Minnesota, county of Anoka, and City of St. Francis.
2. The towing service must submit the names and addresses of all persons who have a financial interest in the business, including, but not limited to, individual owners, partners, limited partners, officers, directors, and stockholders.
3. The towing service must be familiar with all laws, ordinances, rules, and regulations that may in any way affect the work being performed. Ignorance on the part of the towing service with respect to any such laws, ordinances, rules, or regulations will in no way relieve the towing service of their responsibility.
4. The towing service must provide a list of at least two business or city references including address, phone number, and contact name.
5. An evaluation committee will be established to review submitted proposals, facilities, equipment, and all criteria mentioned herein prior to awarding the contract. The evaluation committee will make appropriate recommendations to the City.
6. The towing service must submit to the City a written description of how towing will be performed in relation to the specific standards as outlined under the "Selection Criteria."

### **Selection Criteria**

The award committee will evaluate proposals based on the towing service's technical qualifications and ability to meet the City's towing-related needs with acceptable standards of performance.

Standards to be evaluated include:

- Equipment
- Facilities
- Personnel
- Operational Structure
- References
- Pricing
- Financial Stability
- Customer Service

A background statement of qualifications must also be included, and at minimum contain:

- Towing service/organization name
- Address of all locations, contact name(s), phone number, email address
- Names of towing service's owners, principals, directors, or anyone else with a financial interest or management role in the organization
- Structure of the towing service, e.g., Sole Proprietorship, Partnership, etc.
- Years towing service has been in business
- Financial Information in the form of an annual statement and balance sheet for the past two years
- Listing of any actions (within the past 10 years) taken by any regulatory agency or government entity involving the towing service, including suspensions or removals, with respect to work performed
- Listing of any litigation (within the past 10 years) involving the towing service or its agents or employees with respect to work performed
- Names of at least two businesses or other cities who can be contacted as references
- Proof of proper liability insurance with the ability to name the City as an additional insured for liability purposes.

#### **Additional Proposal Terms**

1. The City shall have the right to thoroughly inspect and investigate the towing service, facilities, business reputation, quality of equipment, and other general qualifications. The City may reject any proposal, irrespective of proposal pricing, if it is determined the towing service is lacking in any essential functions or qualifications necessary to assure acceptable standards of performance.

During the contract period, the City reserves the right to inspect the towing service's facilities and business records as they relate to the contract during normal business hours.

2. The City reserves the right to reject proposals for any non-discriminatory reason it deems appropriate.

3. The proposed form of contract may be amended by the City as deemed to be in the best interest of the City.

4. Once a successful proposal is selected, the City reserves the right to negotiate the terms and conditions of the specific proposal to reach a final contract.

#### **A. Technical Standards**

The following minimum equipment shall be maintained in a safe operating condition and available at the time of proposal and throughout the life of any contract with the City:

1. At least one light duty wrecker, with a GVWR of 8,000 pounds per Minn. Statutes §168B.011, Subd. 12a.

2. One (1) flatbed wrecker

3. One (1) wrecker with the ability to tow motorcycles, trailers, and other wheeled vehicles as needed (may be included in section 1 or 2 above)

4. All towing service vehicles shall be outfitted with the following standard equipment outlined as a best practice by the Minnesota State Patrol

Equipment:

a. Dolly

b. Broom

c. Shovel

d. One fire extinguisher (minimum of 5 BC dry chemical)

e. Two Scotch Blocks

f. Jack stands

- g. Trailer hitch
- h. Flags and flares
- i. Flashing red and amber lamps (Minn. Statutes §169.64, Subd. 5)
- j. Material for the collection and removal of liquid debris (e.g., gas, oil, antifreeze, etc.)

## **B. Availability/Response Time**

1. In order to facilitate an expeditious response time once a tow is requested, towing service when summoned, shall dispatch sufficient personnel and equipment from the time of the notification from dispatch or City personnel and respond within thirty (30) minutes.
2. All equipment must be owned or exclusively leased by the towing service. Equipment must be commercially manufactured and in good mechanical condition. Equipment shall be subject to inspection at all times during the term of the contract. Towing service vehicles shall be clearly marked, not be used as an emergency vehicle, or have any markings that indicate any relationship between the towing service and the City.
3. The towing service shall have sufficient staff and equipment available to service special towing needs of the City. Examples of special towing needs include, but are not limited to, declared snow emergencies, construction projects, and other events where significant road closures and vehicle removal may be necessary.

## **C. Facilities**

1. The storage facility shall be secure and the towing service's business office must be open to the public during normal business hours, Monday through Friday, 8:00am – 5:00pm, excluding legal holidays.
2. During the time of declaration of a snow emergency and for a period of not less than twenty-four (24) hours following the end of a snow emergency, the tow service shall ensure an employee is on site at the main storage location or any other location(s) the company utilizes for storage so that vehicles may be promptly released to the owner. The tow service shall provide a single phone number to assist the public in reclaiming towed vehicles.
3. Law enforcement shall have access to the storage facility at all times during normal business hours. After normal business hours, a tow service employee must be available to respond and grant access to law enforcement within 20 minutes of a request.
4. The building and facilities must be in compliance with all applicable building and zoning regulations and be owned or exclusively leased by the towing service.

5. Vehicle storage capacity for both long and short-term storage shall be sufficient to meet the needs of the City. It is understood the towing service shall have or will acquire additional storage areas as needed to meet the towing requirements of the City.
6. Any outdoor storage occurring in a lot must occur within a completely fenced in lot that offers site security.
7. The towing service will outline security features present at their facility and any necessary upgrades anticipated to take place prior to the award of a contract.
8. Any domestic animals located at the tow business or storage lot(s) shall be kept in a secure fashion, pursuant to federal, state, and local laws.

#### **D. Personnel**

1. The towing service shall have sufficient qualified personnel available for the operation of the equipment specified under Technical Standards.
2. Operators must have a valid driver's license for the class vehicle being operated and have knowledge of the laws and regulations governing the operation of tow trucks.
3. All tow truck operators will be required to undergo a criminal history check and at minimum, an annual driver's license check, before towing any vehicles for the City.
4. Tow truck operators listed on the Predatory Offender Registry database must not be used on City towing requests.
5. The towing service will ensure that all employees used for City tows are courteous and professional.
6. The towing service will operate in an unbiased manner and be available to respond to all locations and neighborhoods within the City upon request.

#### **E. Towing Service Procedures**

1. The City may cancel a tow call prior to the towing service's arrival without requiring a "show up" fee. In the event the City requests a tow, and upon arriving a tow is not necessary, the towing service may charge the owner/operator of the vehicle a "show up" fee.
2. The towing service shall keep and maintain accurate records of all vehicles received and disposed of under the terms of the contract. This includes vehicle make, license number, location, as well as date and time from which the vehicle was towed. A report shall be provided to the City on an annual basis, or anytime upon request.

3. Within 24-hours of the expiration of a snow emergency, the tow service shall provide a report listing the total number of vehicles towed from the city during the snow emergency.

4. The towing service will provide a monthly towing report to the St. Francis Police Department by the tenth (10th) day of the following month listing:

- a. Total number of vehicles towed the preceding month under this contract
- b. The make, model, color, and license plate (or VIN number) of the vehicles towed
- c. The date and time of each tow
- d. The location and origin of each tow
- e. The total number of vehicles released in the preceding month
- f. The total number of days of storage charged for each vehicle released
- g. The reason for the tow

5. The towing service shall be responsible for the removal of debris, glass, and other matter from the street when towing vehicles involved in traffic collisions. The tow service shall not leave the scene of a motor vehicle crash until all debris, oils, applicable fluids (including all absorbent material) have been properly removed from the scene as coordinated by first responders. The clean-up is to be completed without any additional compensation, unless extraordinary circumstances exist, at which time costs may be charged to the appropriate vehicle owner.

6. The towing service shall give owners and operators of towed vehicles the opportunity to have their vehicle towed to a location other than the towing service's facilities upon request.

7. City employees shall provide vehicle owners or operators the opportunity to contact a non-contract towing service, assuming the response time is within reason.

8. All vehicles towed or impounded are to be released in accordance with the procedures adopted by the St. Francis Police Department. Vehicles being held for evidential or investigative reasons may not be released without the written authorization of St. Francis Police Department personnel.

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

## **F. Tow Service Charges**

The selected towing service will be required to comply with the following:

1. The tow service shall charge the standard rates as posted at the company's place of business. Snow emergency tow rates shall remain fixed during a single snow emergency season.
2. The towing service agrees to provide a rate sheet listing current rates and fees for services as proposed under this contract. The rate sheet shall be visible and clearly posted in the business office for review by the general public. Signage attached to the rate sheet shall indicate, "Persons having a concern or complaint regarding a City of St. Francis tow are asked to contact the St. Francis Police Department at 763-753-1264.
3. The tow service must provide written or electronic receipts, showing itemized charges of all tows upon request of the City.
4. Charges for storage become applicable 24-hours after a vehicle has been towed. The first twenty-four (24) hours shall occur without charge.
5. An increase in rates and fees on the rate sheet provided shall not be requested by the towing service, except within 30 days of the anniversary date each year the contract is in place. Rate fees change requests are subject to review and approval by the City as it relates to city requested tow services.
6. The City shall not be responsible for the collection or payment of any charges for service rendered, unless such service is applicable to City owned or leased vehicles or equipment. All services rendered shall be charged to the owner or lawful claimant of the towed vehicle.
7. The St. Francis Police Department shall be responsible for payment of towing and storage on vehicles towed for evidence or subject to forfeiture. For vehicles subject to forfeiture, and where a judicial proceeding determines the vehicle owner maintains their ownership right, payment shall be the responsibility of the owner or claimant.
8. The City authorizes the towing service to act as a private entity in the disposal of vehicles as outlined under Minn. Statutes §168B.045, §168B.051, §168B.06, and §168B.07. The towing service, pursuant to state and local laws, will dispose of any unclaimed vehicles. The City shall not be responsible for the cost of the towing or any accumulated storage charges. Proceeds on sales of unclaimed vehicles shall be retained by the company.
9. The company shall comply fully with the requirements of Section 7-4-16 of the St. Francis City Code relating to its obligation to notify the owner of the taking of a vehicle into storage by the company. Copies of all notices shall be furnished to the St. Francis Police Department.
10. The towing service agrees to accept as method of payment, cash, and one other method of payment such as check or credit card.



A rate sheet shall be submitted with the RFP in a separate sealed envelope and at minimum contain:

Service Type Price

Standard Tow/Impound \$

Night Tow \$

Heavy Duty Tow \$

Dolly Fee \$

Recovery Operations - Winching \$

Standby Time \$

Mileage Fee \$

Clean Up Fee \$

Show up Fee \$

Daily Storage Fee (Differentiate if different rates apply for inside/outside storage or vehicle type)\$

City Owned Vehicle Tows – Includes Passenger Vehicles and Light Trucks \$

City Requested Vehicle Moves \$

After Hours/Holiday Release Fee \$

Other Fees: List on Rate Sheet \$

## **G. Insurance**

1. For the duration of the agreement to be entered into with the City, the towing service shall, at its expense, procure and maintain the following insurance policies and minimum limits: Liability minimums shall be: three hundred thousand (\$300,000) dollars personal liability per person, per occurrence and a total of one million (\$1,000,000) dollars per occurrence.

2. Commercial General Liability Insurance in a minimum amount of \$2,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability.

3. Business Automobile Liability Insurance including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$2,000,000 per occurrence.

4. Garagekeeper's Liability Insurance in the minimum amount of \$250,000 per occurrence.

5. Workers' Compensation Insurance for all employees in accordance with the statutory requirements of the State of Minnesota. Employers' Liability Insurance is also required with minimum limits as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

6. Additional Insurance Conditions.

o The City must be endorsed as an additional insured on all liability insurance policies.

o The towing service shall, prior to commencing any services and annually thereafter, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

o The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

o The towing service's policies shall be primary insurance and non-contributory to any other valid and collectible insurance available to the City with respect to any claim arising out of the towing services actions or its failure to perform.

o The towing service's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' written notice for non-payment of premium.

7. In the agreement to be entered into with the City, the towing service must agree to defend, indemnify and hold the City harmless all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of towing service's negligence, misconduct or failure to perform its obligations under the agreement.

### **General Terms and Conditions**

- Proposals shall be valid for not less than 90 days from the date of required submittal.
- If selected, the duration of this agreement shall be for a period of three years with a two-year option for renewal with the consent of both parties.

- The City assumes no liability for any fees, costs or expenses incurred in connection with the preparation and/or submission of the RFP response by the applicant, or for any other fees, costs or expenses incurred prior to the selection of an applicant.
- All information contained within the RFP is believed to be complete and accurate. However, it is the applicant's due diligence and responsibility to verify all statements contained herein.