

**CITY OF JORDAN
REQUEST FOR PROPOSALS
TO
PROVIDE FOR TOWING, IMPOUNDING
AND STORAGE OF MOTOR VEHICLES**

The City of Jordan seeks a contractor to provide for the towing, impounding, and storage of motor vehicles as specified by the City.

Interest parties shall be aware of the following requirements to be provided for in a contract:

1. The Contractor shall tow, impound, and/or store motor vehicles, trailers, and other vehicles of every type and description in accordance with the terms, conditions, and specifications herein expressed and as directed by the City or members of its Police Department. No motor vehicle shall be towed, impounded, and/or stored under the terms of this Agreement unless specifically authorized by the City or its duly qualified agents.
2. The Contractor shall furnish at its own or have available to them at their own expense all equipment, facilities, and manpower sufficient to fulfill the Contractor's responsibilities under this agreement. The Contractor shall provide and maintain appropriate facilities approved by the Chief of Police for the storage of impounded or towed vehicles within fifteen (15) road miles of the corporate limits of the City of Jordan. Outside storage facilities shall be protected by fencing at least six feet in height and properly screened, properly secured to prevent unauthorized persons from trespassing and to protect vehicles stored from pilferage and damage. The equipment used for towing shall consist of:
 - A. At least two tow trucks, having a gross vehicle weight of eight thousand (8,000) pounds or more, equipped with a winch, and further equipped to control the movement of the towed vehicle; and
 - B. Equipment sufficient to move a completely demolished vehicle on dollies or a low-bed trailer; and
 - C. Equipment capable of up righting and towing a loaded semi tractor-trailer combination.
3. The Contractor shall provide to the City storage for up to 25 forfeiture vehicles. In circumstances where a forfeited vehicle becomes the property of the City the total storage fees paid by the City will be \$250.00. In all other circumstances the storage of forfeited vehicles shall be a maximum of three (3) dollars per day to a maximum of \$700.00 for each forfeited vehicle. The City will pay the initial tow fee for all forfeiture vehicle tows upon being invoiced by the contractor.
4. The equipment, facilities, manpower, and/or storage facilities of the Contractor shall be

made available to the City on a twenty-four (24) hour basis. The contractor shall respond to calls requesting services under this agreement within twenty (20) minutes of receiving such a call. The City reserves the right, in any case where the Contractor shall be unable to or shall fail to respond to any call for tow trucks within twenty (20) minutes after such a call, to call other parties to perform such work and service.

Either the Contractor or its employee must be present at the Contractor's parking facility or on call at least between the hours of 8:30 a.m. and 5:30 p.m., Monday through Friday, and on Saturday from 9:00 a.m. to 1:00 p.m., and Sunday from 10:00 a.m. to noon, for the purpose of releasing vehicles to authorized claimants.

Where officers have called for a tow truck for an unattended vehicle and where the owner or operator appears before the tow truck arrives, there will be no fee or towing charge. Where the tow truck operator has arrived at such and the owner or operator appears, the vehicle shall be released upon the payment of a service fee not to exceed fifty (\$50.00) dollars and the owner or operator given a receipt for such payment.

5. All vehicles shall be towed by equipment and pursuant to procedures which are in full compliance with all applicable laws. The contractor agrees to tow all vehicles without further damaging said vehicles.
6. When the contractor arrives at an accident scene to tow vehicles involved in an accident, the Contractor assumes responsibility for removing any vehicular parts or other debris resulting from the accident.
7. The Contractor shall be entitled to a charge for its towing and storage services (non-forfeiture related tows) as is fully set forth in EXHIBIT A, to be bid upon by contractor(s), which is attached hereto and made a part hereof.
 - A. The type of tow involved shall be designated by the City or its duly authorized agent. Such designation shall be the sole responsibility of the City. If the Contractor objects to the designation of the type of tow involved, Contractor must notify the Jordan Chief of Police of its objection, in writing, within forty-eight (48) hours after completion of said tow. Any decision by the Chief of Police shall be final and binding on all parties hereto.
 - B. For the purpose of EXHIBIT A regarding storage costs, a "day" shall be defined as any twenty-four (24) hours period or portion thereof commencing at the logged arrival time of the towed vehicle at the storage facility of the Contractor.
8. All charges for towing and storage shall be secured by a lien in favor of the Contractor against the vehicle impounded. In the event the motor vehicle remains unclaimed by its lawful owner, the vehicle may be sold by the Contractor and the proceeds distributed pursuant to Minnesota Statutes.

The City shall not be responsible to the Contractor for the payments of any charge for towing and /or storage of private vehicles. The Contractor shall furnish to the City, void of any charges, the described towing services for any City passenger vehicle not to exceed four (4) times a calendar month.

9. No motor vehicle shall be released to any person by the Contractor unless authorized by

the City or its Police Department.

The Contractor shall make available and present upon the release of a motor vehicle an itemized copy of charges imposed to the lawful owner and/or their authorized agents. The Contractor shall keep a copy of these charges on file and make available for inspection by a representative of the Police Department.

10. The Contractor shall be solely responsible for the safekeeping of any vehicles, including its equipment and contents, which may come into the possession of the Contractor or under its custody or control in its performance of this Agreement. The Contractor shall be solely responsible for the loss of, or damage to the vehicle, including its equipment from the time the Contractor, or its duly authorized agent, receives custody or possession of said vehicle.
11. The Contractor will take all precautions necessary to protect the public against injury and to protect the impounded vehicle against loss or damage, and will defend, indemnify, and save the City harmless from all damages and claims of damage that may arise out of or with respect to towing, impounding, and/or storage operations conducted in the performance of this Agreement, and will defend and indemnify the City against any and all claims and against all loss by reason of the failure of the Contractor to fully perform in any respect whether negligent or intentional conduct, its obligations under this Agreement, and against any and all claims, liens and claims of liens for labor performed or material furnished pursuant to the performance of the Agreement, including claims for materials of services furnished or subcontracted for by the Contractor.
12. The Agreement shall not be executed, nor shall the Contractor commence work under this Agreement until the Contractor has obtained and furnished all the insurance required under this section and such insurance has been approved by the City. Existence of the insurance required hereunder shall be established by furnishing a copy of a policy/policies (certificates are acceptable) issued by insurers duly licensed within the State of Minnesota, in force on the date of execution of the Agreement and continuing for a period equal to the duration of said Agreement, and providing the following coverage's:
 - A. Public Liability Insurance including General Liability and Automobile Liability, as follows:
 - 1) Bodily Injury and Property Damage Liability in the amount of at least \$1,000,000 per occurrence.
 - 2) Garage Keepers Legal Liability in the amount of \$300,000 without limit for any one occurrence. Such property insurance shall include coverage for damage and theft of property in the care, custody, and control of the Contractors as provided by Garage Keepers Liability.

Such liability insurance policy/ policies shall provide Contractual Liability, specifically referring to and covering the obligation of the Contractor to defend indemnify, and save harmless the City, its officers, employees, and agent.
 - B. Worker's Compensation Insurance, covering all employees of the Contractor working on the job, in accordance with the Minnesota Worker's Compensation Law. Said

policy/policies or insurance shall be furnished by the Contractor to the City for its examination prior to the execution of the Agreement, together with a certificate or certificates executed by an authorized representative of the Insurer, certifying to the insurance coverage herein required, and stipulating that the policy will not be canceled, nor any material change effected without first giving ten (10) days written notice to the City. After examination and approval of said policy/policies by the City, they will be returned to the Contractor. Upon request by the City, the Contractor shall promptly furnish to the City for examination at any time all contracts of insurance required herein.

13. No attempted assignment by the Contractor of any of its rights or obligations under this Agreement shall in any way be valid, effective, or binding upon the City unless and until the City gives its written consent thereto; such consent to be evidenced by proper action of the City Council of said City, specifically consenting to the particular assignment, and copies of the written record of such Council action transmitted to the Contractor and the assignee.
14. The Contractor shall notify the City of any change in storage facilities and equipment. Said changes will be submitted to the City in writing within thirty (30) days of occurrence.
15. The City may immediately cancel this agreement if the contractor fails to comply with the terms and conditions of this agreement. The City may cancel this agreement, without any liability or penalty, by submitting a thirty (30) day written notice of cancellation to the Contractor.
16. **Audits:** The books, records, documents, and accounting procedures and practices of the Contractor or other parties relevant to this agreement are subject to examination by the City and either Legislative Auditor or the State Auditor for a period of six years after the effective date of this Contract.

This agreement shall be in effect for a period of five (5) years. The City agrees to review the rate schedule on the anniversary date of this Agreement, provided the Contractor provides the City the Amendments in writing sixty (60) days before the anniversary date.

Potential providers of such services shall return quotes in an opaque sealed envelope, and marked on the outside "Proposal for Towing Services", no later than Friday, November 19, 2021 at 3:00 pm at the Jordan City Hall, 210 E 1st St., Jordan, MN 55352. Direct all questions to Police Chief Empey at 952-492-2009 or bempey@jordanmn.gov.

CITY OF Jordan
TOWING AGREEMENT RFP – BID/QUOTE SHEET
EXHIBIT A

CATEGORY	RATE
Passenger cars, trucks of less than 1 1/2-ton factory-rated capacity, and unattended utility trailers	\$ _____
<u>Towing requiring specialized equipment:</u>	
* Use of dolly/flatbed/wheel lift	\$ _____
* Winching, if no tow needed, pull-out only	\$ _____
* Motorcycles, scooters, snowmobiles and all other properties that require the use of a trailer	\$ _____
Fuel Surcharge	\$ _____
Motorist assistance called in by the Jordan Police	
* Service to change tire	\$ _____
* Service to deliver gas plus cost of gas	\$ _____
* Jump start	\$ _____
* Vehicle Unlock	\$ _____
Administration Fee	\$ _____
Storage per day (regular tow – no vehicle forfeiture)	\$ _____
Vehicles with 1 1/2-ton factory-rated capacity and larger	\$ _____
* Winching, if no tow needed, pull-out only	\$ _____
* Pulling driveshaft	\$ _____
* Pulling axles (2)	\$ _____
* Pulling axles (4)	\$ _____
* Air up brake system	\$ _____
Recovery Rates: These rates would apply to any situation of an overturned vehicle, hazardous materials, loaded vehicles, water recovery, long distance winching, and vehicles not adjacent to public streets or highways. This includes any other situation or circumstance beyond the Contractor's control:	
* Light- duty	\$ _____
* Heavy-duty	\$ _____

Number of tow trucks owned by Contractor: _____

Number of tow drivers employed by Contractor: _____

