



CITY OF GRAIN VALLEY
 711 MAIN ST.
 GRAIN VALLEY, MO 64029
 816-847-6200 Phone
 816-847-6209 Fax
 www.cityofgrainvalley.org

**TOWING SERVICES
 REQUEST FOR PROPOSALS**

The City of Grain Valley, Missouri, invites you to submit a proposal and statement of qualifications for Towing services for the period January 15, 2017 – January 15, 2019 with the option to renew annually, for up to two years, if agreed by both the City and the selected tow provider.

**SEALED BIDS MUST BE RECEIVED BY:
 2:00 P.M. on December 9, 2016**

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" AND SEND OR DELIVER IT TO:

City of Grain Valley
 Attention: David Starbuck, Chief of Police
 711 Main St.
 Grain Valley, Missouri 64029

The City reserves the right to reject any and all proposals, to waive technical defects, to select the proposal(s) deemed most advantageous to the City, and to negotiate the fees and service delivery contemplated in this solicitation and in submitted proposals.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal.**

Company Name _____		Authorized Person (Print) _____	
Address _____		Signature _____	
City/State/Zip _____		Title _____	
Telephone # _____	Fax # _____	Date _____	Tax ID # _____
E-mail _____		Entity Type _____	



CITY OF GRAIN VALLEY

REQUEST FOR PROPOSAL

The City of Grain Valley, Missouri, invites you to submit a proposal and statement of qualifications for Towing services for the period January 15, 2017 – January 15, 2019 with the option to renew for up to two years if agreed by both the City and the selected tow provider.

Proposals must be received by 2:00 P.M. on December 9, 2016.

Proposal documents are available by accessing the City's web site at www.cityofgrainvalley.org or by contacting the City of Grain Valley at 816-847-6250.

The City reserves the right to reject any and all proposals, to waive technical defects in the proposals, to select the proposal(s) deemed most advantageous to the City, and to negotiate the fees and service delivery contemplated in this solicitation and in submitted proposals.



PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1 INTRODUCTION / DESCRIPTION OF PROJECT:

1.1 BACKGROUND:

The City of Grain Valley posts an RFP (Request For Proposal) every 1 to 3 years for towing service which encompasses police ordered tows as well as various other City vehicle tow request.

Considerations are given to all providers, but the City of Grain Valley has the responsibility to promote businesses in this area.

SCOPE OF SERVICES

TOWING CONTRACT AGREEMENT

SECTION 1. Area of Coverage

The entire city, as designated by its corporate boundaries and all contiguous roadways, streets, and alleys, shall be known as the Area of Coverage. Special provisions for City ordered tows outside this area are addressed in the Pricing Schedule.

SECTION 2. Administration

Any and all forms, records and reports required by this Agreement shall be of a form and nature determined by the City and will be maintained or provided in whatever manner dictated by the City. Such records as may be required shall be open to inspection by the City, without notice, at any time during normal business hours, normal business hours being defined as 8:00 a.m. to 5:00 p.m. Monday through Friday excluding recognized holidays.

The Towing Contractor shall keep all records at a central office. The City's administrative agent for overseeing the proper execution of this agreement shall be the City's Chief of Police or a designated representative.

SECTION 3. Scope

This agreement shall extend to:



- A. Police Ordered Tows - Vehicles ordered towed and / or impounded by the Police Department, for example; to clear roadway, protect property rights, and insure safekeeping.
- B. Non-Preference Tows - Vehicles towed at owner's request when request is transmitted through the Police with no preference indicated. The Towing Contract Agreement/Pricing Schedule shall not apply to these requests. This category shall include service calls of any type when the citizen has requested a particular company be contracted or they have made their own arrangements.
- C. City owned and / or operated - Vehicles towed at the request of the City.

SECTION 4. Required Minimum Services

- A. The Towing Contractor shall have a minimum of:
 - 1. Two (2) trucks, 1 Ton or larger, with a minimum GVW of 10,000 pounds.
 - 2. One (1) truck, 2 Ton or larger, with minimum GVW of 20,000 pounds.

The three (3) vehicles shall be equipped with dollying equipment, winching equipment, lifts or other accouterments as may be necessary for the safe, damage-free tow/recovery of vehicles. Each of these shall be equipped with emergency warning lighting in accordance with applicable law. These three vehicles shall be available on call twenty-four (24) hours per days, seven (7) days a week including holidays. The vehicles shall be in good condition, available for inspection by the City. The Towing Contractor within thirty (30) days from date of agreement will furnish the City with a list of trucks, serial numbers, and equipment to be used.

B. Radio dispatching/ mobile communications shall be maintained by the Towing Contractor between the office and each tow vehicle. This requirement may be met through the use of pagers, cellular telephones or other two-way AM or FM radio equipment, but not through the use of CB or citizens band equipment. In addition, the Towing Contractor must maintain a twenty-four (24) hour, seven (7) days per week including holidays, manned telephone at the office/ dispatching center.

C. Capability to tow/recover average tractor trailer. This requirement may be met by an existing subcontractor agreement which must be in effect prior to entering into this Agreement with the City, and shall be maintained for the entire period of this Agreement. City shall be furnished any such subcontractor agreement, and will review same prior to execution of this agreement.

D. Secure storage facility. The Towing Contractor shall maintain a secure storage area, capable of containing a minimum of twenty-five (25) full size sedan type vehicles. This requirement may be met by an enclosed building of at least 10,000 square feet excluding office or maintenance areas or an outside storage area of the same size



requirements which shall be surrounded by security fencing of at least 8 feet in height and provided with security lighting adequate to illuminate the entire area. The gates must be secured with a lock.

E. Tow lot must be located within a five (5) mile radius of the Grain Valley City Hall; preferred within the city limits of Grain Valley.

SECTION 5. Operating Requirements

A. Charges for all services performed under this Agreement shall be as provided for in the Price Schedule approved by the City, and included as a binding portion of this Agreement as an addendum hereto. Towing Contractor shall be responsible for collections of all authorized charges from the party or parties owning or entitled to possession of the property towed and stored and shall hold the City and all its employees harmless for payment or collection of said charges. The City will only be responsible for storage charges if the Police Department authorizes the hold of the vehicles in writing. Upon the sale or titling of a police ordered towed vehicle, the Towing Contractor shall notify the Police Department in writing within five (5) working days. Towing Contractor shall comply with all State laws regarding mechanics liens and sales of stored vehicles to recover authorized fees.

B. **Response Times.** The Towing Contractor shall be required to arrive at any point within the Area of Coverage (Sec. 1) within twenty (20) minutes of notification by the police dispatcher, except that equipment required by Sec. 4.C. for tractor trailer shall be one (1) hour. These times assume normal weather conditions.

C. **Secure Storage Lot.** The Towing Contractor shall provide for release of vehicles without any assistance from City personnel. This storage area office shall be open 8:00 a.m. to 5:00 p.m. Monday through Friday. In addition, the Towing Contractor shall provide the capability to release vehicles on weekends, holidays, and at times other than normal business hours, by having personnel on call through the central telephone number (Sec. 4.B.). An additional charge (see Price Schedule) for such service will be authorized. Access to the storage area by City or Police personnel will be on a twenty-four (24) hour per day, seven (7) day a week including holidays, basis without charge to the City. Specific rules, forms and reporting requirements associated with the operation of the storage there in accordance with this Agreement shall be as set forth by ordinance and as determined by the Chief of Police or the designated representative.

D. **Accident Scene Clean Up.** The Towing Contractor shall be responsible for the complete removal of debris at accident sites and shall equip each tow vehicle with equipment necessary for this task. The Contractor shall also be responsible for the preparation of any vehicles to be towed so that no "littering" shall occur from the towed vehicle. Clean up shall be completed prior to removal of towed vehicle from scene.



E. **Accident Scene Cooperation.** The Towing Contractor shall assure complete cooperation of all employees with Police Department personnel to include instructions by officers at the scene. Such orders as to destinations or special handling of impounded vehicles, which may be requested by officers at the scene, will be complied with unless a question of safety exists, in which case the Towing Contractor's employee shall make such safety matters known to the officer for consideration.

F. Access to view stored vehicles shall be allowed during normal business hours free of charge to owners, insurance adjusters, or their representatives. At other times, access shall be provided, but a charge equivalent to the release charge may be collected.

SECTION 6. Insurance and Holding Harmless Requirements

A. The Towing Contractor shall hold the City and Police Department, and all its employees, totally and completely harmless for any and all claims, settlements, and judgments which might arise from acts or failures to act in the performance or attempted performance of this Agreement by the Contractor or agents or employees of the Contractor and shall indemnify and hold the same harmless for any actions performed as a result of this Agreement.

B. Certificates of Insurance and coverage shall be maintained by the Towing Contractor in the amounts of \$100,000 / \$500,000 / \$100,000 each occurrence during the entire term of this Agreement which insurance shall provide coverage for all of the acts undertaken in furtherance of this Agreement. Towing Contractor shall designate City as an additional named insured immediately and not later than 24 hours from the date this contract is approved by the City. Towing Contractor shall also provide a fully executed copy of the insurance agreements which reflect said designation. In addition, Towing Contractor shall provide City with immediate written notification of any changes in or to this insurance coverage, including, but not limited to, cancellations; amendments; changes in coverage amounts; or any material alteration in or to said policies.

SECTION 7. Term of Agreement and Termination of Service Agreement

A. If Towing Contractor violates any of the terms and conditions of this Agreement, fails or refuses for any cause to furnish the services required, fails to maintain required equipment in proper working order, or charges a fee in excess of those authorized, then the City shall have the right to terminate this Agreement, such termination becoming effective upon delivery of written notice to Towing Contractor or an agent or employee thereof.

B. Towing Contractor or City of Grain Valley may terminate this Agreement by notifying the City by certified mail 30 days prior to the desired termination date.



C. The term of this agreement is a two (2) year contract commencing on the date of the award. The City of Grain Valley reserves the right to renew the contract for up to two (2) additional one-year periods, provided both parties are in agreement.

**PRICING SCHEDULE
CONTRACT AGREEMENT**

<u>Item</u>	<u>Charge</u>
A. Normal Tow/ Recovery	\$ _____
Towing of automobiles, station wagons, vans, pick up trucks 3/4 ton and under, motorcycles, scooters, car trailers, boats on trailers, etc. (when all four wheels on ground, street or right of way that can be backed up to by tow vehicle and hooked up with minimal rotating of vehicles to be towed.)	
B. Special Tow/ Recovery	
Operations requiring the righting of vehicles, winching from off roadway, or special preparation due to extensive damage (such as tying shut doors, removal of broken glass and loose parts) before vehicle can be towed.	
1. Winching	Per Vehicle \$ _____
2. Dollies Service	Per Call \$ _____
C. Large Vehicle Tow / Recovery	
1. Towing of trucks and vehicles 1 ton and over	\$ _____
D. Per Mile Charge	\$ _____
No mileage charge shall be allowed for normal tows within the Area of Coverage. A mileage charge may be assessed for tows accomplished in accordance with the scope of this Agreement for service which commences or ends outside the Area of Coverage, except that portion of the service within the Area of Coverage shall not have mileage charges assessed.	



E. **Storage Charges Per Day** \$ _____

Storage of vehicles described above shall have a per day rate assessed; beginning 24 hours following the time tow or recovery was performed, and re-assessed each day or portion thereof that the vehicle remains in secure storage area.

F. **Service Calls (Jump starts, tire changes, vehicle lockouts, etc.)**
\$ _____

G. **Release Charges** \$ _____

No charges will be assessed for releasing vehicles during normal business hours for allowing owners/ insurance adjusters access to vehicles during normal business hours. A service trip fee may be charged for releasing vehicles outside normal business hours, on weekends, and holidays.

H. **Waiting Time** \$ _____

Waiting time charges will be allowed if required by the Police Department, and only if after arrival at the location a stand-by of more than 30 minutes before starting tow procedures occur. The tow ticket must be so annotated by the Police officer that in fact the Police Department required the tow to stand-by.

2 **TIMELINE FOR RFP PROCESS**

The timeline listed below is the City's estimation of time required to complete the RFQ process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

TIMELINE:

Post RFP Notification	Week of November 7, 2016
Pre-Proposal Meeting	Upon Request
Receive Proposals	By December 9, 2016 by 2:00 PM
Meet to review	Week of December 12, 2016
	City Administrator will review for approval December 19, 2016
Notice to Proceed	BOA Approval January 9, 2017



PART II
INSTRUCTIONS TO RESPONDENTS

1. SELECTION PROCESS

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. Proposals and recommendations will be forwarded to the City Administrator for consideration. The City Administrator, at his discretion, may elect to accept staff recommendations, request presentations from tow providers, or seek the advice of a sub-committee.

Evaluation of proposals and interviews by the selection committee will be based on the following criteria:

- Providers experience, credentials, and ability to provide a high level of service.
- Responsiveness to the request for proposals, including demonstrated commitment to customer service, and services they can offer.
- Cost

2. RESPONDENT COST TO DEVELOP PROPOSAL

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

3. INSTRUCTIONS FOR RESPONDING TO THIS RFP

Proposals must be completed as instructed, and one (1) unbound original returned in response to this RFP.

The proposal shall be organized using the following format:

- 3.1 Read through this RFP; where you see blank lines, please input the appropriate fee you will be charging for that service.
- 3.2 Fill out the attached reference page and submit with RFP.

4. PROPOSAL RANKING SHEET

The following is a sample proposal ranking sheet that will be used to evaluate the proposals submitted by Respondents.



EVALUATION CRITERIA

Evaluation Criteria	Maximum Points	Score
1 Experience/Capabilities: Evaluate the Respondent's ability to provide a high level of service, including credentials and experience in performing similar work for other municipalities, references, staff and equipment.	35	_____
2. Responsiveness: Evaluate the Respondent's demonstrated commitment to customer service, ability to provide both required and optional services.	35	_____
3. Cost: Consider cost of required and optional services.	30	_____
Ranked By: _____	TOTAL POINTS	=====
	100	



EXPERIENCE & REFERENCES (limit to one page per client)

Please provide a list of professional references below. List no more than five (5) references:

- Name & Location:

- Contract Dates (Actual or Estimated):

- Contact Name, Title, Address, and Telephone Number:



**GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Grain Valley, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Grain Valley within this document, shall govern the submission of proposals and subsequent contracts. The City of Grain Valley reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for qualification" means a solicitation of formal, sealed qualifications.
 - b. The term "respondent" means the person, firm or corporation who submits formal sealed qualifications.
 - c. The term "City" means City of Grain Valley, MO.
 - d. The term "Board of Aldermen" means the governing body of the City of Grain Valley, MO.
 - e. The term "contractor" means the respondent awarded a contract under this request for qualifications.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the submittal by the successful respondent of this RFQ will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the Purchasing Officer, 711 Main Street, Grain Valley, MO 64029, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the Purchasing Officer, 711 S. Main Street, Grain Valley, MO 64029, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a WRITTEN ADDENDUM. SUBMIT EQUAL NUMBER OF SIGNED ADDENDUM WITH THE NUMBER OF PROPOSALS REQUIRED. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:**

When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
12. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.



13. RESPONDENT PROHIBITED: Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
14. DISCLAIMER OF LIABILITY: The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
15. HOLD HARMLESS: The contractor shall agree to protect defend, indemnify, and hold the City Council, City of Grain Valley, MO, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.
16. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.
17. ANTI-DISCRIMINATION CLAUSE: No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
18. CONFLICTS: No salaried officer or employee of the City and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

THIS AGREEMENT, made this _____ day of _____, 2017, between the CITY OF GRAIN VALLEY, MISSOURI, and _____, Towing Contractor.

IN WITNESS WHEREOF: The parties have executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF GRAIN VALLEY, MISSOURI

By: _____

Title: _____

APPROVED AS TO FORM:

(TOW SERVICE)

By: _____

Attorney for City

Title: _____

This Contract will expire on _____.

