

City of Scottsbluff, Nebraska

Tuesday, February 19, 2019

Regular Meeting

Item Consent2

Council to approve the bid specifications for the Police Tow Service three year contract and authorize the city clerk to advertise for bids to be received by March 11, 2019 at 11:00 a.m.

Staff Contact: Kevin Spencer, Police Chief

Agenda Statement

Item No. _____

For Meeting of: _____

AGENDA TITLE: Request for authority to advertise for bids on POLICE TOW SERVICE

SUBMITTED BY DEPARTMENT/ORGANIZATION: POLICE DEPARTMENT

PRESENTATION BY: KEVIN E. SPENCER, CHIEF OF POLICE

SUMMARY EXPLANATION: The Police tow service contract expires on March 31, 2019. Sonny's Towing presently holds the tow contract. The Police Department is requesting authority to advertise for proposals to provide police tows from April 1, 2019 through March 31, 2022. The three year contract was recommended by City Council in 2001. A copy of the bid specifications and contract are included for City Council review. It is proposed to restrict bids to tow service contractors in the immediate area of Scottsbluff and Gering due to time response concerns.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION:

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☒ Minutes ☐ Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☒ No ☐ Further Instructions ☐
Please see attached list of names and addresses for notification.

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev: 11/15/12 City Clerk

FEBRUARY 19, 2019
POLICE TOW SERVICE
THREE (3) YEAR CONTRACT
NOTICE TO BIDDERS

Sealed bids will be received by the City of Scottsbluff, 2525 Circle Drive, Scottsbluff, Nebraska at the City Clerk's Office until 11:00 a.m., March 11, 2019, for furnishing tow service as per specifications and instructions to bidders on file in the Office of the City Clerk.

The City Council reserves the right to increase or decrease service or reject any or all bids and to waive irregularities.

Kimberley Wright
City Clerk

Publish 3t : February 22, March 1, & March 8, 2019
One Affidavit

FEBRUARY 19, 2019

**POLICE TOW SERVICE
THREE (3) YEAR CONTRACT**

INSTRUCTIONS TO BIDDERS

1. All bid proposals shall be submitted on the forms provided for this purpose in order that they may be properly compared and evaluated.
2. The bid proposal shall be for furnishing all police tows for the Scottsbluff Police Department from April 1, 2019 to March 31, 2022.
3. The bid proposals shall be submitted to the City Clerk, 2525 Circle Drive, Scottsbluff, NE by 11:00 a.m., March 11, 2019, in a sealed envelope. The envelope shall be clearly marked, "BID PROPOSAL ON POLICE TOW SERVICE."
4. The City Council reserves the right to increase or decrease service or reject any or all bid proposals quotations and to waive irregularities.
5. The City of Scottsbluff is exempt from Federal Excise and State Sales Tax.
6. Award by the City Council will not be final until a bid proposal has been accepted.

POLICE TOW SERVICE

SPECIFICATIONS

1. The successful bidder must agree to respond to ALL tows requested by the Police Department on a twenty-four (24) hour basis and must agree to respond immediately to all calls. If the bidder cannot respond immediately, the bidder will call a wrecker service to respond for them. Bidder agency shall reimburse the called backup service. Four failures to respond within agreed response time in any six-month period could be considered a contract breach.
2. The successful bidder must agree to sweep and remove all broken glass, debris, and fluids from the street or location of impound immediately after or during the impound of police tows. All impounded vehicles will be taken to the city impound lot unless directed by the officer in charge to take the vehicle to the police department warehouse or the county impound lot.
3. Wrecker vehicles utilized by the bidder must be properly licensed, equipped, and capable of towing all types of motor vehicles encountered by patrol officers, or bidder must have access to such a wrecker without delaying response time. Such wrecker vehicles must be equipped with all necessary equipment to facilitate the safe removal and towing of vehicles from a variety of scenes. Driving impounded vehicles to the storage areas is prohibited. All drivers for a bidder shall have appropriate licenses as necessary.
4. The successful bidder must agree to maintain adequate log books and records on forms acceptable to the Chief of Police of all police tows and agree to open said books, at any time, to any member of the Police Department or representative of the City of Scottsbluff.
5. The successful bidder shall carry such insurance as described herein. The successful bidder shall indemnify and save harmless the City of Scottsbluff, from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from their performance that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the bidder, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

Bidder shall not commence work until it has obtained all insurance required under this section and such insurance has been approved by the City Attorney for the City of Scottsbluff, nor shall the bidder allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Bidder shall take out and maintain Workmen's Compensation Insurance with an insurance company authorized to write such insurance in this State covering all bidder's employees, and in the case of any work sublet, the bidder shall require the subcontractor similarly to provide statutory Workmen's Compensation insurance for the latter's employees.
- B. Bidder shall maintain Public Liability Insurance, naming and protecting bidder and the City of Scottsbluff against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability and (c) property damage which may arise from bidder's operations whether such operations be by the bidder or by any subcontractor or anyone directly or indirectly to be provided by such insurance shall be as follows.

- | | |
|---------------------------|---|
| 1. Bodily Injury Limits | \$1,000,000 Each Occurrence
\$1,000,000 Aggregate |
| 2. Personal Injury Limits | \$1,000,000 Each Occurrence
\$1,000,000 General Aggregate |
| 3. Property Damage Limits | \$1,000,000 Each Occurrence
\$2,000,000 Aggregate or a combined
single limit of \$1,000,000 |

The Public Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- a) The coverage shall be provided under a Comprehensive General Liability form of policy or one similar thereto.
 - b) The property damage coverage shall include Broad Form Property Damage Endorsement.
 - c) Contractual Liability coverage shall be included.
- C. Bidder shall take out and maintain such Automobile Liability Insurance as shall protect the bidder against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for the bidder in any capacity. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be a \$1,000,000 combined single limit for bodily injury and/or property damage.

For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number automobiles or other vehicles.

D. Bidder shall furnish the City of Scottsbluff with a certificate of insurance evidencing policies required in the preceding paragraphs.

6. Infrequent instances of towing vehicles within a ten-mile radius of the City of Scottsbluff will be charged the same rate as in city tows. Unique situations involving service, such as vehicles in lakes, canals or other unusual locations will be negotiated based on time and work involved.
7. All towed vehicles must be taken to the designated storage area promptly, even if bidder sublets a tow service call.
8. The successful bidder, may be directed to tow vehicles to a storage location at 702 W. Overland, Scottsbluff or 785 Rundell Road, Gering upon the request of any officer of the Scottsbluff Police Department.
9. Bidder's tow service will limit their phone numbers to two. One day/one night. Numbers may be rotated or changed as necessary upon notification of the City of Scottsbluff's Police Department.
10. One contact person will be established by the bidder to coordinate all billings, business, and problems that arise and that person shall be identified in the bid proposal.

POLICE TOW SERVICE

PROPOSAL FOR PROVIDING POLICE TOW SERVICE FROM APRIL 1, 2019 TO MARCH 31, 2022

I (we) have examined the NOTICE TO BIDDER dated February 19, 2019, INSTRUCTIONS TO BIDDERS, and SPECIFICATIONS for furnishing police tow service for the City of Scottsbluff and submit the following proposal to furnish:

Schedule of rates for tow service

A. Passenger cars and small trucks: (licensed four (4) tons and less)
Year 2016 – 148 units towed; Year 2017 – 166 units towed; Year 2018 – 125 units towed

Tow Service at \$ _____ per tow during business hours

Tow Service at \$ _____ per tow after business hours

Tow Service at \$ _____ per tow on holidays (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day)

B. Transferring vehicles from one yard to another yard:

Tow Service at \$ _____ per tow

C. Call Out: (Tow truck call out, but no tow necessary upon arrival)

Tow Service at \$ _____ per tow during business hours

Tow Service at \$ _____ per tow after business hours

D. Response Times:

The average response time within the city limits in EMERGENCY situations will be approximately _____ minutes, and NORMAL response time will be _____ minutes.

E. Winching and Dollies:

1. Whenever position winching is necessary an additional fee not to exceed \$ _____ may be charged. Variable rates must be explained.

2. When it is necessary to employ another additional equipment, such as dollies, to tow or move any vehicle, an additional charge not to exceed \$ _____ may be charged.

(Experience reveals that tows in the following categories are minimal)

F. Straight trucks: (licensed over four (4) tons)

Tow Service at \$ _____ per tow during business hours

Tow Service at \$ _____ per tow after business hours

G. Oversized vehicles:

1. Semi Tractor (no trailer):
Tow Service at \$ _____ during business hours
Tow Service at \$ _____ after business hours
2. Semi Tractor (w/trailer):
Tow Service at \$ _____ during business hours
Tow Service at \$ _____ after business hours
3. Self propelled campers or mobile homes:
Tow Service at \$ _____ during business hours
Tow Service at \$ _____ after business hours
4. Buses:
Tow Service at \$ _____ during business hours
Tow Service at \$ _____ after business hours

H. Motorcycles: (all inclusive)

Tow Service at \$ _____ during business hours

Tow Service at \$ _____ after business hours

I. Other vehicles: (snowmobiles, boats on trailers, other trailers, etc.)

Tow Service at \$ _____ during business hours

Tow Service at \$ _____ after business hours

J. Vehicle Identification:

Attach additional sheets if necessary, list sub-contractors if applies...

The vehicle(s) to be used to provide tow service will be:

MAKE: _____ YEAR: _____ CAPACITY: _____

EQUIPPED WITH: _____

SUPPLEMENTAL VEHICLE (if any) _____

Bidder (company): _____

By: _____ **Title:** _____

Contact Person: _____

Day Telephone Number: _____ **Night Telephone Number:** _____

Mailing Address:

(Street or Box Number) (City) (State) (Zip Code)

Business Hours:

Normal business hours are the following: _____ AM to _____ PM
_____ days per week from _____ through _____

Signature of Bidder

Accepted by the Scottsbluff City Council on _____ day of _____, 20____.

(Mayor Signature)

(Date)

(City Clerk Signature)

(Date)

**POLICE TOW SERVICE
LIST OF TOWING SERVICES**

*AL'S TOWING	2010 E Portal Pl	632-6911
ART'S REPAIR SERVICE	40840 SUGAR FACTORY RD	641-6664
*BUMPER TO BUMPER	818 Ave B	632-8356
*J-RODZ TOWING & TRANSPORT	40511 JENKINS RD MINATARE, NE	641-0255
PIONEER RECOVERY	1709 COWAN DR	635-8446
*RON'S TOWING & RECOVERY	200228 City Route, Sch	632-2400
*SONNY'S TOWING	230231 CR S, Ger	436-3034

*-currently on the rotation list