

City of Scottsbluff, Nebraska

Monday, June 15, 2020

Regular Meeting

Item Consent5

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 until July 15, 2020 at 11:00 a.m.

Staff Contact: Kevin Spencer, Police Chief and Abby Yellman, Libr

Agenda Statement

Item No. _____

For meeting of: June 15th, 2020

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

SUBMITTED BY DEPARTMENT/ORGANIZATION: Police Department

PRESENTATION BY: Kevin Spencer, Chief of Police

SUMMARY EXPLANATION: The Police tow service contract expired on March 31st, 2019. No contract tow service is in place at this time. The Police Department is requesting authority to advertise for proposals to provide police tows from August 1st 2020 through August 1st, 2023. 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)	<u>Specification and contract</u>			

NOTIFICATION LIST: Yes No Further Instructions

Tow vendors – list attached

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 2/6/07Cclerk
Master Agenda 2/6/07

June 15th, 2020

**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., July 15th, 2020, 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 : June 19th, June 26th, July 3rd
One Affidavit

June 15th, 2020
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 August 1st 2020 to August 1st, 2023.
3. The bids shall be submitted to the City Clerk, 2525 Circle Drive, Scottsbluff, NE by 11:00 a.m., July 15th, 2020, in a sealed envelope. The envelope shall be clearly marked, "BID ON POLICE TOW SERVICE."
4. The City Council reserves the right to increase or decrease service or reject any or all quotations and to waive irregularities.
5. The City of Scottsbluff is exempt from Federal Excise and State Sales Tax.
6. Award or purchase by the City Council will not be final until a purchase order has been issued.

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. Contract 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 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. **INSURANCE:** The Contractor shall carry such insurance as described herein. The Contractor 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 the performance of the contract 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 contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract 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 Contractor allow any subcontractor to commence work on Contractor's subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Workman's compensation insurance:

The Contractor shall take out and maintain during the life of this contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all Contractor's employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workmen's Compensation insurance for the latter's employees.

B. Public Liability Insurance:

The Contractor shall maintain during the life of this contract, Public Liability Insurance, naming and protecting Contractor 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 operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly to be provided by such insurance shall be as follows.

- | | |
|---------------------------|---|
| 1. Bodily Injury Limits | \$500,000 Each Occurrence
\$500,000 Aggregate |
| 2. Personal Injury Limits | \$500,000 Each Occurrence
\$500,000 General Aggregate |
| 3. Property Damage Limits | \$500,000 Each Occurrence
\$500,000 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. Automobile Liability Insurance:

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect the Contractor 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 Contractor in any capacity in connection with the carrying out of this contract. 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.

D. Garage Keepers Legal Liability:

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, and the contents of such automobiles and vehicles, in accordance with the City of Scottsbluff's contract for tow-in service and storage of towed vehicle(s).

E. Certificate of Insurance:

The Contractor 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 contractor sublets a tow service call.
8. The successful bidder, on occasions, may be directed to tow vehicles to a storage location other than to the usual designated storage location upon the request of any officer of the Scottsbluff Police Department. Generally, this will apply to the County Yard located at 758 Rundell Road, Gering, Nebraska.
9. Contract 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 Police Department.
10. One contact person will be established within the contract agency to coordinate all billings, business, and problems that arise and that person shall be identified on the bidder sheet.

POLICE TOW SERVICE

PROPOSAL FOR PROVIDING POLICE TOW SERVICE FROM August 1st, 2020 TO August 1st, 2023

I (we) have examined the NOTICE TO BIDDER dated July 6th, 2020, INSTRUCTIONS TO BIDDERS, and SPECIFICATIONS for furnishing police tow service for the City of Scottsbluff and submit the following bid to furnish:

Schedule of rates for tow service

A. Passenger cars and small trucks: (licensed four (4) tons and less)

Year 2018 – 125 units towed; Year 2019 – 162 units towed

Tow Service at \$ _____ per tow during business hours

Tow Service at \$ _____ per tow after business hours

B. 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

C. Response Times:

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

D. 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)

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

Tow Service at \$ _____ per tow during business hours

Tow Service at \$ _____ per tow after business hours

F. 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

G. Motorcycles: (all inclusive)

Tow Service at \$ _____ during business hours
Tow Service at \$ _____ after business hours

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

Tow Service at \$ _____ during business hours
Tow Service at \$ _____ after business hours

I. 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 _____