REQUEST FOR PROPOSALS (RFP)
VEHICLE TOWING AND STORAGE

A – GENERAL INFORMATION TO CONTRACTORS
1. The City of Lynchburg (City) will grant to the winning bidder (Contractor) the right to perform towing of disabled city government vehicles or vehicles ordered or deemed necessary to be towed for the enforcement of city ordinances or to assure safe and orderly movement of traffic such as the towing of abandoned vehicles or when private vehicles are involved in accidents and referred to as “police tows” and need removed from the scene.
2. Contractor shall be licensed, bonded and insurable.
3. The Contractor shall provide towing services for vehicles located in all areas within the city limits of Lynchburg and may be required from time to time to provide towing services outside the city limits.
4. Any awarded contract does not include citizen requests for towing service for private disabled vehicles due to mechanical problem.
5. Contract will be issued to at least one contractor, and if considered in the best interests of the City, multiple contracts may be issued to more than one contractor.
6. Contract will be for a two (2) year period beginning ________________ and extending through ________________ and may be extended at the City’s option and with the Contractor’s agreement, for three additional one year periods for a maximum total contract period of five (5) years.

B – RIGHTS AND RESPONSIBILITIES OF THE CITY
1. In the case of a private citizen’s accident (police tow) the Lynchburg Police Department will provide the Contractor with the following:
   • Tow authorization papers
   • Description of the vehicle’s year, make, model and condition and a recommendation of equipment needed to tow such “towable and needs a standard wrecker” or “need dolly” or “need flatbed”, etc.
   • Directions and assistance in locating vehicle
2. City personnel at the scene shall be responsible for enforcement of city ordinances and for assuring the safe and orderly movement of traffic. No City employee shall operate the wrecker equipment of the towing contractor.
3. No City employee shall attempt to instruct any employee of the Contractor concerning any aspect of the discipline for the removal of a vehicle, with the exception of that portion of the procedure which pertains to the removal of the towed vehicle and any accompanying debris in such a manner to insure the safe and orderly movement of traffic.
4. The following is the City’s policy in regards to the towing of private vehicles - Note the circumstances that the Contractor does not provide towing services:
• The Contractor shall provide services for towing to the Contractor’s storage lot those privately owned vehicles which are illegally parked, constituting a traffic hazard, or in similar circumstances where the owner/operator is unavailable and has not made their own arrangements for the removal of the vehicle

• The provision of towing services for vehicles towed as a result of being disabled because of an accident or breakdown will be handled as follows:

  a. If the owner/operator or their representative has a preference for a particular towing company, that towing company will be used, if available

  b. If the owner/operator or their representative does not specify a particular location for delivery of a disabled vehicle, the police officer will advise the owner/operator or their representative, that since there is no objection, the vehicle will be towed to the automobile dealership selling that particular make of vehicle by the towing company that has the towing contract with the dealership, if available

  c. If the owner/operator or the owner’s representative does not have a preference for a particular towing company, and does not wish to have the vehicle towed to an automobile dealership, the City’s towing contractor will provide towing services

5. The City reserves the right to cancel any resultant contract with thirty (30) days notice, if deemed to be in the best interest of the City

6. No member of the governing body, officer, or employee of the City during their employment with the City or one (1) year thereafter shall have any interest, direct or indirect, in this contract or proceeds thereof

7. The City reserves the right to accept any bid or to reject any or all bids. Conditional bids, or those which take exception to these specifications, may be considered non-responsive and may be rejected

8. The City reserves the right to terminate the contract for failure of the Contractor to comply with the foregoing conditions and specifications. Such termination shall result in removal from the City’s qualified bidder’s list for the period of time remaining on the contract plus a period equal to the original term of the contract

C – RIGHTS AND RESPONSIBILITIES OF CONTRACTOR

1. The Contractor shall at all times comply with all provisions of federal, state and local laws, regulations and ordinances. Contractor shall conform to the rules and regulations pertaining to safety prescribed by the Commonwealth of Virginia and all equipment, materials, and services shall comply with applicable OSHA standards

2. If any license, permit or approval is necessary from any other agency for this service, the Contractor will obtain it at the Contractor’s expense before
beginning this work. Failure to do so will result in forfeiture of any right to compensation under this agreement
3. Contractor and its employees shall conduct their business in an orderly, ethical, business-like and courteous manner and use very means to obtain and keep the confidence of the motoring public. Employees shall wear a uniform with name of company and employee’s name affixed to the shirt. Contractor is responsible for conducting a background check on each employee annually
4. Attendants and operators must have a reasonable knowledge of their work. In the event a driver or the equipment is inadequate, a charge for service or labor will not be permitted
5. Contractor shall be responsible for the acts of its employees and agents while on duty
6. Contractor shall be responsible for making arrangements of the towing of unique vehicles as needed
7. Contractor will not be allowed to refuse tow services to any vehicle, frame or portion thereof. Calls shall not be passed on to another towing company without authorization from the City. Vehicles shall be towed by the most direct route
8. Contractor shall keep a record of each towed vehicle and its license number and state of issue, VIN, year, make, model and color, date and time it was towed, location from which it was towed, name of officer ordering the towing, and where the vehicle was towed. The operator of the towing vehicle shall sign the form. Records shall be retained for at least 12 months
9. All unit prices shall include all costs and incidental expense related to services proposed. The City will not pay any supplemental charges
10. Whenever there arises a dispute over a claim or a bill of any nature and it cannot be satisfactorily resolved by parties involved, the City’s Procurement Officer or designated agent shall have full authority to settle any and all claims or disagreements
11. Records, equipment, and storage facilities of the Contractor shall be subject to periodic checks by the City
12. Contractor shall carry Garage Keepers Legal Liability insurance and Vehicle Liability insurance at limits required by the City and shall furnish proof of coverage when requested by the City. City to be shown as additional named insured on these policies. Should any insurance policies be canceled before the expiration date, the City’s Procurement Officer shall be notified in writing not less than twenty (20) days prior to such cancellation. Insurance must meet any and all state or local requirements
13. Contractor guarantees that competent wrecker service including towing, road service and storage shall be rendered at any and all time, 24 hours a day, seven days a week, including holidays, and that competent personnel will be subject to call at any and all times with no penalty or additional cost for after-hours, weekends or holiday service
14. All vehicles shall be handled and returned in substantially the same condition as they existed before being towed. All personal property and contents in the vehicle shall be kept intact.

15. All vehicles towed to the Contractor’s facilities are to be maintained in a secure manner until the vehicle owner or representative specifies the ultimate destination for the vehicle.

16. Contractor is not to attempt to solicit repair services or steer vehicle owner or representative to a particular repair service, garage, body shop, or dealership.

17. Contractor shall be responsible for determining the appropriate wrecker to be sent on any call. The City’s representative requesting the service will describe the circumstances of the situation in sufficient detail to allow the Contractor to respond appropriately. It shall be the responsibility of the Contractor to inform the City of the final location of a vehicle towed from private property.

18. In the event the Contractor deems it necessary to obtain additional assistance, it shall be the responsibility of the Contractor to make all arrangements.

19. Contractor must be able to furnish, on call, a tow truck of the size and character adequate to insure safe and expeditious removal of vehicles within 30 minutes during normal working hours and 45 minutes after hours from the time the call for service is made by a City representative. In the event the response time exceeds the said time limits, the City reserves the right to call any available towing service. Such substitute service shall be directed to deliver the vehicle to be towed to the Contractor’s storage facility. The Contractor shall be liable to pay the substitute towing service’s usual and customary towing charge, but in no case shall a sum in excess of the contract rate be charged to the vehicle owner by the Contractor. Frequent failures to respond within the said time limit shall be considered grounds for termination of the contract.

20. Contractor shall have an office and telephone number and must be listed in Lynchburg telephone directory under the business name section. No answering service, beepers, or voice mail transfer will be permitted. City shall be notified 24 hours in advance prior a change in phone number.

21. Contractor and employees shall have business cards which contain the name of the company, address (no P.O. Box number acceptable), regular telephone number and after-hours number if applicable.

22. Outside storage: The Contractor shall maintain a clean and orderly storage facility (lot or building) providing sufficient space for all vehicles towed by the Contractor. The storage facility shall be enclosed with substantial fencing, at least eight (8) feet high, capable of protecting stored vehicles and their contents from theft or vandalism. Gates and buildings shall be securely locked when not in use and the facility shall be reasonably screened from public view. The storage facility shall be sufficiently lighted to insure safe storage of vehicle. A sign shall be posted in a conspicuous place identifying...
the firm with a telephone number. The lot shall have a graveled or paved surface.

23. Inside storage: An inside storage area shall be provided. The inside storage area must be isolated from general access and provide insulation from contamination until a vehicle has been inspected for evidence and released from isolation by a City representative.

24. All fees charged for any off-hour release shall be reasonable in light of those charged by other towing contractors in the area for comparable service. No charges imposed for vehicle storage for a period of 24 hours or less shall exceed charges imposed for one day of storage.

25. Contractor’s storage area(s), if not within the City of Lynchburg city limits, must be within a 10 minute drive from the city limits. Acceptance of the storage facilities shall be subject to City inspection and approval.

26. The storage facilities shall be open for release of vehicles to the public, Monday through Friday, from 8:00am until 5:00pm, excluding holidays.

27. Contractor shall comply with Police Department personnel direction with regard to limited handling and access to vehicles to protect and maintain evidence integrity.

28. To the extent provided by law, the Contractor will be accountable and liable for damage or loss to all personal property left in the vehicles towed and for all vehicle or trailer accessories. The Contractor is to release all personal items left in vehicles by their owners upon their request whether the tow, road service, and storage bill has or has not been paid.

29. Contractor will make the towed vehicle available to a citizen for pickup and payment or access to essential belongings at any time within 24 hours after the vehicle has been towed and within two (2) hours after the citizen has been notified the Contractor of his or her intention to access the vehicle. After the first 24 hours, citizens can access their vehicle during the normal business hours of the Contractor.

30. The Contractor agrees to indemnify the owner of the towed vehicle for loss of or damage to the vehicle or its loss of contents during towing or storage. The Contractor shall agree to indemnify and save harmless and assume the defense of the City, its agents, and employees and officials, from and against any and all liabilities, damages, expenses, causes of action, suits, claims and judgments, and to pay all attorney fees, court costs, and other costs incurred defending such claims, which may accrue against, be charged to, or resulting from damage to property, injury to persons, or death to any person arising from the operation/provision of such services provided by the Contractor to the City of Lynchburg.

31. Contractor shall, at no cost to the City, public, or owner of the vehicle, pick up and remove debris, trash and other items related to the removal of vehicles to be towed from public streets, ways, sidewalks, parks, avenues, and property of the city. If, in the opinion of the City representative at the scene, more time than usual for a tow assignment is required for pick up of vehicle parts, debris or contents (such as engines, transmissions or other large heavy parts) a charge for additional time may be added to the tow rate on a per
quarter hour basis. All tow trucks shall be equipped with at least one (1) shovel, one (1) broom, a serviceable multi-purpose fire extinguisher, general tools such as hammer, screwdriver and wrecking/pry bar and at least five (5) gallons of commercial absorbent for minor fluid spills.

32. Contractor will charge individuals involved in a “police tow” directly for towing service or storage fees and will not bill the City.

33. No Contractor shall respond to an accident, scene of an emergency, or mechanical breakdown for the purpose of towing a vehicle unless specifically called there by either authorized City personnel or the person involved in the accident or emergency. Violation of this policy can result in termination of any contract issued as a result of this solicitation.

D – TOWING EQUIPMENT

1. The Contractor shall own or lease and have immediate access to a number of wreckers sufficient to provide the services called for by these specifications.

2. Wreckers shall be of a recognized commercial make and will have a wrecker winch capacity and truck towing capacity suitable for the removal and transportation of various types of motor vehicles without damage to such vehicles and without undue interference with the flow of traffic.

3. Chassis shall be rated with sufficient gross weight to match the maximum capacity of the crane mounted thereon.

4. At least one motorcycle trailer will be provided for the towing and/or transportation of a motorcycle without damage to said motorcycle.

5. Each wrecker will be equipped with a high visibility rotating beacon light; will have fenders, hood, doors, bumpers, etc.; and at all times shall have working headlights, taillights, and stoplights. Each wrecker will carry a minimum of four (4) flares for protection of an accident scene, reflector triangles and reflector vests.

6. Each wrecker will be kept in reasonable good appearance with the name of the Contractor and telephone number lettered in a professional manner on both sides of the wrecker in letters and numbers that will be legible during the daylight hours from a distance of 50 feet.

7. Wreckers shall have all-weather tires on rear wheels, have at least one (1) 10-BC fire extinguisher, lock-picking tools suitable for unlocking vehicles, dollies, scotch blocks and snatch block.

8. All equipment shall be modern and in good mechanical condition meeting all the requirements of the Commonwealth of Virginia code in rendering services as required, as well as any applicable State and City requirements including any licensing requirements, decals, business license and shall be registered with the Department of Motor Vehicles.

9. As part of the response to these specifications, each contractor is to provide information which identifies the wreckers and related equipment presently owned or leased and will be used to service vehicles and equipment intended by these specifications. Responses shall list the year, make and class of each.
wrecker and any other information Contractor feels relevant for consideration

10. Prior to bid award, the City reserves the right to inspect bidder’s equipment and to conduct, without cost to the City, an actual demonstration of the technique/techniques to be used or equipment to be utilized for the completion of the work. Any demonstration is to last long enough to enable the City to determine if the bidder’s equipment or techniques are acceptable.

11. Wreckers must be equipped with winches that are to be powered by power take-off from the transmission and equipped with safety dogs or equivalent brake devices.

**E – MISCELLANEOUS PROVISIONS**

1. Contractor shall not employ subcontractors without the advance written permission of the City.

2. Assigning, transferring, conveying, subletting or otherwise disposing of any potential agreement as a result of these specifications or its rights, title, interest therein or its power to execute such contract to any other persons, company, or corporation shall not be done without the advance written consent of the City.

3. Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of services described in these specifications.

4. No waiver, alteration, consent or modification of any of the provisions of any future agreement shall be binding unless in writing and signed by the City Procurement Officer or designee.

5. Contractor is to procure all permits, licenses, and certificates as required by federal, state and local laws, ordinances, rules and regulations, for the proper execution and completion of any agreement as a result of these specifications.

6. All disputes between parties shall be resolved in accordance with the City of Lynchburg Purchasing Code.

7. Any agreement as a result of these specifications is considered a non-exclusive agreement between parties.

8. Any future agreement relating to these specifications shall be governed by, and construed to, the laws of the Commonwealth of Virginia.

9. Should the contracted contractor be unable to or refuse to supply service on any given day to which the Contractor has agreed and the City is forced to do the work with services bought from a different contractor, the difference in the bid price of the service and that paid the new contractor, in order to do the work, shall be charged to and paid for by the contracted vendor holding the bid award for these services.

10. Contractor shall submit appropriate documentation to certify that all applicable taxes (real estate, business license, personal property, etc.) has been filed, are fully paid up-to-date, and will remain paid on a timely basis through the life of any such procurement relationship with the City.

11. Contractor shall possess a City of Lynchburg business license.
12. Contractor shall declare as part of bid response if any of the individuals, owners, or principal officers of the firm have ever been convicted of a felony.

13. The first 24 hours a vehicle is on a Contractor’s lot shall be free and storage fees will not accrue until after the 24 hour period has expired.

F – BIDDER QUALIFICATIONS

1. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service and who maintain regular business hours.

2. The City reserves the right to conduct an inspection of the bidder’s facility and equipment prior to the award of any agreement.

3. Bids will be considered only from firms which are regularly engaged in the business as described in these specifications; with a record of performance for a reasonable period of time; and which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an agreement under the terms and conditions stated herein. The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the City.

4. Responses to these specifications shall provide the following:
   - Description of the company background and qualifications including the year the firm was established.
   - Background and qualifications of key personnel who will be assigned to provide management services for any agreement awarded.
   - An inventory of equipment which is available for performing services described in these specifications to include number of wreckers, size, towing capacity, and name of owner.
   - Location and address of primary business operation including types of facilities available.
   - Location and address of storage lot(s), dimensions, type of protection afforded, screening provided, the hours of operation, and the nearest bus stop. Locations outside the city limits must be identified with miles from edge of city limit.
   - Names of three (3) clients for whom firm currently provides the same scope of services. Include the name of the organization, the name of a contact person, and the phone number.

G – AWARD OR REJECTION OF BIDS

1. The contract will be awarded to the lowest responsive and responsible contractor complying with all provisions of these specifications, provided the bid prices are reasonable and it is in the best interest of the City to accept them. The Procurement Officer reserves the right to reject any or all or part of any bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the City. The Procurement Officer also reserves the right to reject the bid of a contractor who has previously failed to perform properly, or complete on time contracts of a
similar nature, or a bid of a contractor who investigation shows is not in a position to perform an agreement

2. In determining responsibility, the following qualifications, in addition to price, will be considered by the Procurement Officer
   - The ability, capacity and skill of the contractor to perform the service required
   - Whether the contractor can perform the contract or provide service promptly, or within the time specified, without delay or interference
   - The character, integrity, reputation, judgment, experience and efficiency of the contractor
   - The quality of performance of previous contracts or services
   - The previous and existing compliance by the contractor with laws and ordinances relating to the contract or service
   - The sufficiency of the financial resources and ability of the contractor to perform the contract or provide the service
   - Whether the contractor is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the contractor’s taxes or assessments are delinquent, or whether the contractor’s business license is not current
   - Contractor’s facilities and equipment compared to the requirements set out in these specifications
   - Contractor’s ability to meet all the conditions and specifications as contained in this document
   - Contractor’s holding all proper licenses, insurance and any bonding requirements as required by the City
   - Contractor having been in the towing and recovery business for a minimum of five (5) years and having maintained a general reputation in the community of fair and honest business practices, as determined by the Procurement Officer

H – SELECTION PROCEDURE
1. The selection of the firm for this project will be based on the contractor’s qualifications as presented in its proposal, overall price, the experience and success of the firm in completing similar projects, the firm’s ability to provide the services described in these specifications including use of the contractor’s inventory of equipment, and the overall quality of the proposals received

2. Discussions may be conducted with the most qualified contractors for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Revisions may be permitted after submissions, and prior to award, for the purpose of obtaining best and final offers. The selection committee will rank the semi-finalists and will be responsible for negotiating a firm contract with the highest ranked respondent. If no agreement can be reached, negotiations may begin with the next ranked respondent
3. The selection committee will review the proposals which will be evaluated and ranked in accordance with the evaluation criteria described below:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1. Contractor qualifications, experience and reputation</td>
<td>40%</td>
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<tr>
<td>2. Pricing to the City</td>
<td>30%</td>
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<tr>
<td>3. Overall quantity and quality of equipment to be used</td>
<td>20%</td>
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<tr>
<td>4. Overall quality of the proposal</td>
<td>10%</td>
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</tbody>
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PROPOSAL RESPONSE SHEET

NUMBER OF COPIES
Submit one (1) original and five (5) bound copies and one unbound original of proposal. Each copy must include this proposal page with a Letter of Transmittal.

COMPANY INFORMATION
Name of your organization:________________________________________________

Address:________________________________________________________________
________________________________________________________________
________________________________________________________________

Telephone Number: ___________________ FAX Number: _____________________

E-mail address: _________________________________________________________

Printed Name of Authorized Representative: _________________________________

Signature of Authorized Representative: ________________________________

DUE DATE
All proposals shall be delivered to the Procurement Department by 4:00pm on
________________________

TO BE SUBMITTED WITH PROPOSAL
1. Certificate of Insurance
2. Notarized certification of non-discrimination and anti-collusion documents
3. Information regarding any affiliated companies that perform services similar to those described in this RFP. Give company name, address, contact name and phone number.
ADDENDUM A
SERVICE RATES

TOWING SERVICES
A. Towing passenger cars, SUVs, ¾ ton pickup trucks, ¾ ton vans, motorcycles, mopeds and other vehicles up to one ton – flat fee $__________
B. Towing trucks over one ton up to two tons – flat fee $__________
C. Towing trucks over two tons – flat fee $__________
D. Towing specialized trucks such as Vactor/Vac-con, refuse trucks, fire pumpers, etc. – flat fee $__________
E. Fee to drop (release) driveshafts on vehicles over one ton – flat fee $__________
F. Hourly rate to unload and/or reload trailer if needed to tow vehicles $__________
G. Hourly rate for winching out vehicles or for out of normal vehicle recovery $__________
H. Hourly rate for removing bumpers or mounted attachments on vehicles over one ton $__________
I. Hourly rate for standby wrecker service $__________
J. Show-up charge for when wrecker arrives on scene and has backed up to vehicle to begin procedure but owner’s arrival on the scene eliminates the need for a towing contractor – flat fee $__________

OTHER SERVICES
K. Daily storage fee either outside or inside to include all costs associated with such storage – flat fee $__________
L. Opening of office to allow vehicle to be claimed at other than normal work hours – flat fee $__________
M. Quote any other fee not listed above:
   1. _________________________________________ $__________
   2. _________________________________________ $__________
   3. _________________________________________ $__________