

# CITY OF SUN PRAIRIE REQUEST FOR PROPOSALS



RFP #: 20-PD25

Title: Towing Services

Department: Police

Due Date: October 23, 2020

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**I. NOTICE TO PROPOSERS**

**A. Summary**

The City of Sun Prairie department of Police is soliciting proposals from qualified vendors for towing services. Vendors submitting proposals are required to read this Request for Proposals “RFP” in its entirety and follow the instructions contained herein.

**B. Important Dates**

Deliver proposals no later than the due time and date indicated below. The City will reject late proposals:

Issue Date: September 14, 2020  
Questions Issue Date: October 5, 2020  
Answers Posted Date: October 12, 2020  
Due Date: October 23, 2:00 PM CST

**C. How to Submit a Proposal**

Submit all required documentation in separate, sealed envelopes. Each envelope should be clearly marked as to the contents.

Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version (if applicable).

Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposal. Cost must be submitted separately.

Signature Affidavit (Form A): Three copies  
Receipt of Forms (Form B): Three copies  
Vendor Profile and Qualifications (Form C): Three copies  
References (Form D): Three copies  
Cost Proposal (Form F): One Copy in separate sealed envelope  
Printed or Electronic Proposal: Three copies (Cost separately)

All proposal costs are the expense of the proposer. The City will not consider illegible proposals. Elaborate proposals beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

Complete and return Forms A through F to City of Sun Prairie Clerk’s Office by October 23, 2020, 2:00 PM CST.

## REQUEST FOR PROPOSALS

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All proposals must be clearly labeled:

Proposer's Name and Address  
RFP #: 20-PD25  
Title: Towing Services  
Due: October 23, 2020, 2:00 PM CST

All email correspondence must include RFP # in the subject line.

Delivery of hard copies to: City of Sun Prairie Clerk's Office  
300 East Main Street  
Sun Prairie, WI. 53590  
Delivery of electronic copy to: via email to [treasurer@cityofsunprairie.com](mailto:treasurer@cityofsunprairie.com)  
or on a commonly used media with the hard copies

Proposals must be delivered as instructed. Deliveries to other City departments and/or locations may result in disqualification.

Note: When mailing your response via a third party delivery service, the outside of the packaging MUST be clearly marked with the RFP name and number. This ensures that the bid can be delivered to the correct purchasing agent without having to open the bid.

### **D. Contact Information**

The City of Sun Prairie Police Department is the procuring agency:

Michelle Garrison  
City of Sun Prairie Police Department  
2598 W Main Street  
Sun Prairie, WI. 53590  
Phone: (608) 825-1149  
Fax: (608) 825-1104  
[mgarrison@cityofsunprairie.com](mailto:mgarrison@cityofsunprairie.com)

### **E. Inquiries, Clarification & Exceptions**

Proposers are to raise any questions they have about the RFP document without delay. Direct all questions, in writing, to the department contact listed above in section D.

Proposers finding any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP document shall immediately notify the buyer and request clarification. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda – see Addenda below. Proposers are strongly encouraged to check for addenda regularly.

Proposals should be as responsive as possible to the provisions stated herein. A prospective vendor may take “exception” to bid terms, conditions, specifications and dates stated within the bid package. However, the City of Sun Prairie reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the City’s best interests.

**F. Addenda**

In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to the same websites as the original distribution – see G below. It is the proposer’s responsibility to regularly monitor the websites for any such postings. Proposers must acknowledge the receipt of any addenda on Form B. Failure to retrieve addenda and include their provisions may result in disqualification.

**G. Bid Distribution Networks**

The City of Sun Prairie posts all Request for Proposals, addenda, tabulations, awards and related announcements on two distribution networks – VendorNet and DemandStar. The aforementioned documents are available **exclusively** from these websites. It is the proposer’s responsibility to regularly monitor the bid distribution network for any such postings. Proposer’s failure to retrieve such addenda and incorporate their appropriate provisions in their response may result in disqualification. Both sites offer free registration to City proposers.

State of Wisconsin VendorNet System: State of Wisconsin and local agencies bid network. Registration is free. <http://vendornet.state.wi.us/vendornet>

DemandStar by Onvia: National bid network – Free subscription is available to access proposals from the City of Sun Prairie and other Wisconsin agencies participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.

Home Page: [www.demandstar.com](http://www.demandstar.com)  
To Register: [www.onvia.com/WAPP](http://www.onvia.com/WAPP)

Bid Opportunities: <http://www.cityofsunprairie.com/504/Bid-Opportunities>

**H. Local Vendor Preference**

The City of Sun Prairie has included a local vendor preference granting a scoring preference to local suppliers. The “local area” is defined as a physical address within City of Sun Prairie.

Exemptions and limitations may apply. Due to state law, buy local preference may not apply to public works projects. Due to federal restrictions, federally funded programs are also exempt. Exemptions will also be made for emergencies, sole source purchases, cooperative purchasing agreements and cases in which a local vendor is not qualified as determined by City staff. If it is determined by City staff that a vendor has misrepresented its local status, it will be ineligible to receive preference.

**I. Oral Presentations/Site Visits/Meetings**

Proposers may be asked to attend meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this RFP process. Such presentations, meetings or site visits will be at the proposer's expense.

**J. Acceptance/Rejection/Withdrawal of Proposals**

The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

**K. Public Record Law Compliance**

It is the intention of City to maintain an open and public process in the solicitation, submission, review, and approval of contracts.

a. The parties acknowledge that City is a municipal corporation legally bound to comply with the Wisconsin Public Records Law and Open Meetings Law (see sections 19.32-19.39 and 19.81-19.98, Wis. Statutes) and that, unless otherwise clearly allowed by law to be an exception to the Public Record Law and confidential, all aspects of this agreement are subject to open disclosure and are a matter of public record. It is further agreed to that neither party will take any action to obstruct the operation of these laws. To comply with any request under said Public Record Law, the provider/contractor herein shall produce copies of all materials, gathered or produced or modified pursuant to this Contract to City, in their original (i.e., electronic or digital, etc.) format at actual cost of reproduction, without profit. According to Wisconsin caselaw, even if records are created or maintained by, or in the custody of, the provider as an independent contractor, they, along with the raw data used to create the record, are nevertheless public records that must be made available to the public within a reasonable time and without delay upon request by any person, and in the format in which they were created. Provider/contractor agrees to hold City, its agents, officials and employees harmless and to indemnify them and City for all costs, fees, including all reasonable attorney fees and expenses of all kinds, and any judgments, orders, injunctions, writs of mandamus, and damages or expense of whatever kind for which City or its agents, officials or employees may expend or be held liable due to the Provider/contractor's failure to comply with the Wisconsin Public Records and Open Meetings laws, or with this Agreement.

b. Any Public Records Law request received directly by a contractor related to this Contract with City shall immediately be reported to the City Administrator.

## **L. Public Records Notice**

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information qualifying as a “trade secret” – defined in State of Wisconsin Statutes – may be held confidential.

Proposers shall separately and clearly identify all information they deem to be “trade secrets”, as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information deemed confidential and sealed, elsewhere in your response.

### **S. 19.36(5)**

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90(1)(c).

### **S. 134.90(1)(c)**

(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential: a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of proposals from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all proposals will be available for review in accordance with such laws.

## **M. Tax Exempt**

The City of Sun Prairie as a municipality is exempt from payment of federal excise taxes and State of Wisconsin taxes per Wisconsin statute 77.54(9a). Federal Tax ID #39-6006382. A completed Wisconsin Department of Revenue Form S-211 (R.2-00) can be found on the City website. Our tax-exempt number is ES 42322.

## **N. Cooperative Purchasing**

Bidders may choose to extend prices offered on bids to other municipalities. Under Wisconsin Statutes, a municipality is defined as a county; city; village; town; school district; board of school directors; sewer district; drainage district; vocational, technical and adult education district; or any other public or quasi-public corporation, officer, board or other body having the authority to award

public contracts. This is known as “cooperative” or “piggyback” purchasing, a practice common amongst units of government. The City is not responsible for any contract resulting from a cooperative purchase using this RFP as a basis; they are made solely between the bidders and third party unit of government.

**O. Terms of Contract**

1. Term of Contract – The term of the contract shall be for a three (3) year period to commence on: December 1, 2020, ending on November 30, 2023.
2. Option to Extend – The City of Sun Prairie reserves the right to extend the contract for two (2) additional one (1) year periods, upon the same or more favorable terms and conditions, and under mutual agreement of both parties.
3. Contract Extension Pricing – Contract prices on an extended contract will be adjusted (escalated or deescalated) based upon the average annual change in the Consumer Index for “All Items” published by the Bureau of Labor Statistics (BLS) (Table 1A. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category and commodity and service group, Expenditure Category “All Items”). The CPI-U value is published by the BLS at its website: <http://www.bls.gov/cpi/news.htm>

The price for an option year shall be based upon the percent change in the CPI-U from the preceding year applied to the current contract year price to obtain the option year price.

The City of Sun Prairie reserves the right to discontinue the contract’s remaining option year and may elect to re-advertise the contract in whole or in part when changes in prices are not mutually acceptable between the contractor and the City.

Any and all changes to the contract terms and conditions shall be evidenced in writing by amending/modifying the contract.

4. Subcontracting Regulations – Successful vendor(s) will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, vendor or corporation.

**P. Cancellation/Termination of Contract**

The City of Sun Prairie may terminate the contract at any time at its sole discretion by delivering 30 days written notice to the contractor. Upon termination, the agency’s liability will be limited to the pro rata cost of the services performed as of the date of termination plus expenses incurred with the prior written approval of the agency. In the event that the contractor terminates the contract, for any reason whatsoever, it will refund to the agency within 30 days of said termination, all payments made hereunder by the agency to the contractor for work not completed or not accepted by the agency. Such termination will require written notice to that effect to be delivered by the contractor to the agency not less than 30 days prior to said termination.

**Q. Evaluation Process and Scoring**

The RFP will be reviewed by the Evaluation Panel. A staff member from the Finance Department will oversee the evaluation process to ensure fairness within the process.

Each proposal will be evaluated as described below and assigned an overall score ranking.

Major Criteria Categories	Point Weight
Guaranteed Response Time	30
City of Sun Prairie Cost	25
Vehicle Owner Cost Breakdown	25
Functional Requirements	10
Local Preference	5
Reference Checks	5
<b>TOTAL</b>	<b>100</b>

**R. Insurance and Indemnification Requirements**

Insurance coverage shall be in place prior to commencing work and shall remain in force until the entire project is completed or the length of time that is specified in the contract. See Form E for requirements.

**II. DESCRIPTION OF RFP**

The following section describes the City's needs and requirements for professional towing services. Please address each of these areas of operations in your proposal. Your proposal should describe in detail how your organization will address each of the requirements.

A. Service:

The City agrees that whenever it directs any towing to be done within the City, it will use the contracted towing company to provide the towing service.

The contracted towing company would be expected to provide the following needed operational services:

- a. Towing of abandoned vehicles: The proposer agrees to provide towing services to the City of Sun Prairie for abandoned vehicles. The following procedure would need to be followed regarding abandoned vehicles on a highway, street, or private property:
  - 1. The City of Sun Prairie Police Department shall tag the vehicle with a forty-eight (48) hour notice.
  - 2. If the vehicle is not moved within forty-eight (48) hours of the notice, the City of Sun Prairie will place a citation on the vehicle and notify the proposer with authorization to tow.
  - 3. The proposer shall remove the vehicle within eighteen (18) hours from the time after receipt of the emailed authorization to tow the vehicle.

4. The proposer shall retain the vehicle in storage at their facility. The proposer shall, by certified mail, give notice to the owner and lien holders of record to permit reclamation of the vehicle after payment of accrued charges pursuant to chapter 10.28 of the City Code of Ordinances. An abandoned vehicle may be reclaimed from the proposer's storage facility upon the payment of all accrued charges, including the citation, towage, storage, and notice charges and upon presentation of vehicle title or other satisfactory evidence to the proposer to prove ownership or lienholder interest of said vehicle.
- b. Illegally Parked Unregistered Vehicles: The proposer shall provide tow services for unregistered vehicles parked on the roadway. The following procedure would need to be followed regarding unregistered vehicles upon report:
1. The City of Sun Prairie shall tag the vehicle with a five day notice.
  2. If the vehicle is not moved within five days, the City will place a citation on the vehicle and notify the proposer with authorization to tow.
  3. The proposer shall remove the vehicle within eighteen (18) hours from notification.
  4. The proposer shall retain the vehicle in storage at their facility. The proposer shall by certified mail give notice to the owner and lien holders of record to permit reclamation of the vehicle after payment of accrued charges pursuant to chapter 10.28 of the City Code of Ordinances. An unregistered vehicle may be reclaimed from the proposer's storage facility upon the payment of all accrued charges, including the citation, towage, storage, and notice charges and upon presentation of vehicle title or other satisfactory evidence to the proposer to prove ownership or lien holder interest of said vehicle.
- c. Illegally Parked and Hazardous Vehicles: The proposer shall provide tow services for illegally parked and hazardous vehicles twenty-four (24) hours a day, seven (7) days a week at the direction of police personnel.
1. The proposer shall respond to authorizations to tow within twenty (20) minutes of receiving notification with authorization to tow. Vehicles shall be towed to the proposer's storage facility.
  2. These tows are to be used when the illegal parking causes an immediate hazard such as snow removal routes or the vehicle causes a public safety hazard.
  3. If a vehicle towed under this section remains unclaimed in the proposers storage facility for more than forty-eight (48) hours, it shall be deemed abandoned and the proposer shall proceed with notices and procedures required to dispose of abandoned vehicles as provided under the section entitled Abandoned Vehicles. The proposer shall be solely responsible for the cost of disposing of the vehicle.
  4. The proposer shall respond to a request for the release of a vehicle towed because it was illegally parked within eight (8) hours after notification by the Police Department that the forfeiture and towing fee has been paid. The proposer and vehicle owner shall coordinate the time the vehicle will be released.
  5. No storage charge shall accrue during the first twenty-four (24) hours the vehicle is stored by the proposer if the vehicle was towed as a result of a snow emergency or a special event parking violation.

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- d. Vehicles seized for evidence: The proposer shall provide towing services to the City at the direction of police personnel when any vehicle is to be seized and held as evidence of a crime or an ongoing investigation.
  - 1. The proposer shall transport the vehicle to the City evidence storage facility or any location within the City of Sun Prairie or within ten (10) air miles of City Hall.
  - 2. A vehicle may be required to be towed outside of the City.
  - 3. Vehicles may be required to be retrieved from outside the City.
  - 4. The proposer shall respond within twenty (20) minutes of receiving an authorization to tow.
  
- e. Police referrals of private vehicles expressing no tow preferences: No preference tows are required twenty-four (24) hours a day, seven (7) days a week and within twenty (20) minutes of the request.
  - 1. If an operator of a vehicle requires towing services due to accident, disabled, slide off, etc., and indicates no preference for a towing contractor, police personnel will contact the proposer to provide towing to the location of the vehicle operator's choice, and related services, if requested and agreed to by the vehicle owner/operator. Proposer shall provide this service in a prompt, polite, and courteous manner and shall obey the lawful instructions of the officer at the scene. When the proposer provides service under this paragraph, it is a private transaction between the vehicle operator/owner and the towing proposer. Receiving a tow call under this paragraph does not entitle the proposer to tow the vehicle to proposer's facility against the vehicle owner's or operator's wishes, nor does it entitle proposer to deny the citizen access to their vehicle nor to any item stored within said vehicle at any time during the transaction. Performing towing or any other service under this paragraph at the request of a vehicle owner shall not confer any rights upon proposer to the vehicle or property located within it beyond those that may be afforded under the law.
  - 2. Due to the nature of these tows, proposer's operator may be required to standby for a time period not to exceed sixty (60) minutes.
  - 3. The towing charges and related costs are the sole responsibility of the vehicle owner/operator.
  - 4. In consideration for the City's agreement to call the proposer when the owner/operator indicates no preference, the proposer shall agree not to charge excessive fees. The proposer shall not impose a storage fee greater than the actual time the vehicle was stored (i.e., no two-day minimum). The City shall approve a range of fees, as listed in form F, for private transactions that are initiated by the City under this section and the proposer shall not exceed such fees.
  
- f. Site Cleanup: The proposer shall be responsible for the cleanup, removal, and disposal of any debris; all parts, metal, glass, dirt, small amounts of vehicular fluids (e.g., oil, gasoline, grease spots) attributable directly or indirectly to the cause for tow. The process for removal and disposal of debris must be in accordance with all environmental laws and regulations. Should the City of Sun Prairie have to clean up the area, by City crews or others, cost of cleanup shall be billed to proposer and a \$100 fee will be assessed.

- g. Storage and personal possessions: The proposer shall maintain the following storage requirements.
  - 1. Proposer must be able to provide inside storage for up to four (4) vehicles to be impounded if the City's lot is full or the City chooses not to use their lot anymore.
  - 2. The proposer must store all towed vehicles within a secured storage facility (eight foot fencing, sufficient lighting, and monitored twenty-four (24) hours/day by camera or personnel). All above storage facilities must be within the City of Sun Prairie limits.
  - 3. Charges for storage costs are to be provided in form F. These shall be the sole responsibility for the proposer to collect and/or negotiate with the vehicle owner. In no case shall the City become liable for storage costs charged by the proposer when towing a vehicle, unless proposer is requested to store a seized vehicle held for evidence.
  - 4. Vehicle owners and passengers shall be allowed reasonable access to retrieve their personal possessions from any vehicle towed by the proposer unless the vehicle has been seized for evidence.
  
- h. City vehicles: The proposer shall provide tow services for City and police department vehicles twenty-four (24) hours a day, seven (7) days a week at the direction of police department personnel.
  - 1. The proposer shall respond to the request to tow within twenty (20) minutes of receiving a request.
  - 2. The vehicle shall be towed to a location within the City or within ten (10) air miles of City Hall as directed by police department personnel.
  - 3. Non-police department vehicles shall be towed at the contract rate when requested by City personnel.
  
- i. Heavy vehicles: The proposer shall provide tow services for the City twenty-four (24) hours a day, seven (7) days a week at the direction of police department personnel.
  
- j. Private property owner request to tow: Wisconsin State Statute 349.13 (2) (3m) requires that before a vehicle can be towed from private property without the owner's consent there must exist a court order allowing it, or a citation from law enforcement, for illegal parking. In these situations, the police department will issue a parking citation when the elements of the violation are present and the private property owner will be allowed to contact a tow service of their choice. Nothing in a contract with the proposer shall eliminate the police department's law enforcement discretion. Should the State Statute change during the life of a contract with the proposer, any modification to the procedure described in this section must be mutually agreeable to both the City and the proposer.
  
- k. City impound procedure: The proposer shall bill the City for the cost of a tow.
  - 1. At such time when the City no longer needs a vehicle impounded, the vehicle may be released to the proposer. The proposer would then be able to try recover its normal towing charges (less the City-paid amount) from the owner's vehicle insurance company or the owner of the vehicle.

2. When drivable vehicles are impounded by the City for evidence and the vehicle is no longer needed by the City, it is the City's discretion whether or not to release the vehicle to proposer.
3. If the City determines that it is in the City's best interest to return the vehicle to the proposer, the proposer will not charge the City to retrieve the vehicle.

B. Reports: Proposer shall provide the following reports to the City in the frequencies specified:

1. Complaint Report: Proposer shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. The City shall provide all complaint information to the proposer. A report of all complaints shall be provided to the Police Department on a quarterly basis. This report shall include the following minimum information: Date of complaint, location, type of complaint, action taken, date of response, and total number of complaints for the reporting period. This report shall be sent via electronic mail in Microsoft Excel format.

C. Contractor/City Meetings: The City may request periodic meetings with the Proposer to review performance, address specific issues, etc. Proposer agrees to attend these meetings, at no charge to the City, as necessary during the Contract term.

### III. REQUIRED INFORMATION

- A. Provide an overview and history of the company including the length of time is has been providing towing services and the key project personnel's qualifications.
- B. Include information about your company so the City can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP.
- C. List the company's complete legal name, full address, headquarter location and if applicable, all satellite offices.
- D. List the main location/address serving the City of Sun Prairie. Include the complete address, hours of operation, number of employees in the office location and availability of staff after normal working hours.
- E. List the contact person for this RFP, name, title, email, and phone.
- F. Number of years the company has been in business.
- G. For the service manager, include relevant information regarding the recent management of three similar service contracts.
- H. The City expects that the service manager or field supervisor shall be available by telephone on all occasions for discussion with City staff, and to be locally available for meetings in person upon 24-hour written or telephonic notice.
- I. Provide a list of all potential charges to the City and/or the vehicle owner, definitions of charges, and when charges are applicable.
- J. Proposers are to provide the City with at least THREE (3) references. References should be current customers utilizing services similar to those requested. Wisconsin Municipalities are preferred. The City may contact the references provided.