

**CITY OF NEWPORT, KY
REQUEST FOR PROPOSALS
TOWING FRANCHISE**

PROPOSALS will be received by the City of Newport, Kentucky, in the Office of the City Clerk located at 998 Monmouth Street, Newport, Kentucky, 41071, until two o'clock (2:00 p.m.), on August 17, 2017 for the:

"TOWING FRANCHISE"

Copies of the Specification Documents may be obtained or examined in the Office of the City Clerk, 998 Monmouth Street, Newport, Kentucky 41071.

Pursuant to specifications on file in the Office of the City Clerk of the City of Newport, proposals are to be submitted in a sealed envelope labeled as follows:

City of Newport, Kentucky
Attn: Amy Able, City Clerk
998 Monmouth Street
Newport, KY 41071
"TOWING FRANCHISE PROPOSAL"

Successful vendor must be an Equal Employment Opportunity Employer, which prohibits discrimination because of race, creed, color, national origin, sex, age, handicap, political affiliation or beliefs. The City of Newport is an Equal Employment Opportunity Employer. In addition, the successful vendor must obtain an Occupational License from the City Finance and Administration Department prior to commencing work.

The awarded vendor will be required to post all bonds and insurance as stated in the specifications.

The City of Newport will award the contract to the lowest responsible vendor based upon the Owner's opinion.

The City reserves the right to reject any or all proposal and to waive any informalities or irregularities in the proposals received.

Any and all questions dealing with this proposal should be reduced to writing and sent via regular mail, hand delivery, or facsimile to Amy Able, City Clerk at 998 Monmouth St., Newport, KY 41071 or via fax to (859) 292 -3669.

**CITY OF NEWPORT, KY
TOWING FRANCHISE SPECIFICATIONS**

The City of Newport, Kentucky (City) hereby requests proposals for the operation of an exclusive vehicle impoundment, towing and storage franchise agreement (Franchise) for the City. Proposals are due by 2:00 p.m. on August 17, 2017 and must be submitted in a sealed envelope via mail or hand delivery to: City of Newport, Kentucky, Attn: City Clerk Amy Able, 998 Monmouth St., Newport, KY 41071. All proposals must be marked "TOWING FRANCHISE PROPOSAL."

All action governing the impoundment, towing, and storage of vehicles shall be governed by provisions of KRS (Kentucky Revised Statute) 82.625 and the City of Newport Code of Ordinances. The operation of this Franchise shall be governed at all times by these legislative provisions and by specific operational policies established by the City of Newport Police Department as now in effect and hereafter amended. These provisions and policies will continue in force and shall govern all actions of the Vendor to which the Franchise is awarded.

All vendors submitting proposals for the operation of this Franchise must certify compliance and agreement with the following requirements. A contract /award will not be made unless and until these provisions have been agreed to.

1. The Vendor must either own a storage facility or have unrestricted access to one, by written agreement, for at least the duration of the Franchise.
 - a. Exact volumes cannot be predicted nor guaranteed.
2. Any proposed storage facility must be adequately secured by fencing and /or other protective measures to prevent tampering or theft from stored vehicles.
3. The proposed storage facility need not be located within the City, but must be located within fifteen (15) miles thereof and must also be located in the Commonwealth of Kentucky.
4. The Franchise award will only be for vehicles impounded within the Newport city limits and only for towing requests initiated by authorized personnel of the City of Newport, accompanied by a Tow Card. The Franchise will not include any other type of towing request, such as those initiated by private citizens.
5. The Vendor shall provide adequate personnel, equipment resources to insure the following:
 - a. Response time of twenty minutes or better throughout the length of the Franchise. The twenty minute period shall be measured from the time a call for service is made to the Vendor until the Vendor's equipment arrives at the location of the call.

**City of Newport, KY
RFP/Towing Franchise Specifications**

- 1) If a response is not made within the twenty minute time frame, the City may request another company to provide towing service for that particular incident without violation of the Franchise.
 - 2) If more than 10% of the response times exceed the twenty minute requirement for three months in any twelve month period, or if more than 20% of the responses exceed the requirement in any one month, the City shall have the right to immediately terminate the Franchise without further obligation to the Vendor. Any fees previously paid to the City by the Vendor shall be retained by the City as damages for the Vendor's non-performance.
6. All Vendors must provide two customer references of similar services they now perform or have performed in the past for governmental agencies or private organizations. The following information is required:
- a. Organization Name
 - b. Organization Address
 - c. Organization Contact
 - d. Contact Phone Number
 - e. Length of time service provided

Preference in the award of the Franchise will be given to Vendors which have demonstrated their ability to provide similar services as detailed in this proposal request.

7. The Vendor submitting the proposal selected as the Franchise award winner shall be prepared to begin service no later than one (1) month after written notice of the award is given. Failure to begin service within the one (1) month period shall be justification for the immediate termination of the Franchise by the City, with no obligation to the Vendor.
8. The Franchise agreement term shall be for a period of five (5) years, renewable at the option of the City for additional one (1) year terms, subject to the continued performance of the terms and conditions of the Franchise by the Vendor. The City may cancel the Franchise at any time thereafter by providing ninety (90) days' notice to the Vendor.
9. The Vendor shall provide adequate levels of insurance; with a one million dollar (\$1,000,000) minimum general comprehensive liability to protect the Vendor and the City from claims initiated against the Vendor due to actions or omissions under this agreement. A copy of the Vendor's Certificate of Insurance must be on file with the City, indicating the following:
 - a. Damage to Property
 - b. Injury/Death (persons)
 - c. Damages per Incident
 - d. Workers Compensation Insurance

10. The Vendor shall indemnify hold the City harmless from any and all claims that arise based on the actions of the Vendor under the Franchise; relating to the impoundment, towing, storage or disposal of vehicles, including costs and /or attorney fees.
11. The Vendor shall not assign the Franchise, in whole or in part, to any third party without the written consent and permission of the City. Any attempt to so assign, in whole or in part, without the written consent and permission of the City shall be grounds for immediate termination of the Franchise award by the City.
12. The City reserves the right to modify the terms of the Franchise agreement with advance notice being provided to the Vendor.
13. The City reserves the right to reject any and all bid proposals, and to waive any informalities therein, when deemed necessary for the City's requirements and best interests.
14. The Vendor shall provide copies of all necessary permits, licenses, and insurance, at its own expense, prior to being awarded the Franchise. Vendor shall also maintain same in force throughout the term of the Franchise. Copies of all permits, licenses, and insurance certificate shall be provided to the City.
 - a. All permits, licenses, and insurance must be approved by the City prior to the Franchise being awarded as well as after any renewal period. In the event one or all are not obtained or renewed, notice in writing shall be provided by the Vendor to the City immediately.
15. The Vendor shall be entitled to receipt and collection of all funds collected for the towing and storage of vehicles towed at the request of the City. All such charges shall be approved by the City and may not be modified without the written permission of the City. Additional charges are permitted for the use of dollies, car carrier or off-road winching. No other charges are permitted under the Franchise (ex: cleanup, lockout, linkage, air or tight space winching) unless approved in writing by the City.
16. The collection of funds specified in #16 shall not apply to the funds collected by the City for the payment of traffic offenses (all costs) authorized under appropriate City and/or State traffic regulations.
17. The Vendor must be in good standing with the City in all fee and tax obligations due and owing. The Vendor must submit required Franchise fee payments to the City on a quarterly basis. Failure to provide such payments by the required date shall be cause for the immediate termination of the Franchise at the sole discretion of the City.
18. A. All equipment used in the performance of towing activities must be maintained in good mechanical condition also be kept in clean orderly condition.

- B. All tow trucks must be furnished with the appropriate materials supplies required to perform the task at hand; such as, but not limited to the following:
 - 1) Power operated winch with appropriate lifting capacity for all vehicles towed at the request of the City;
 - 2) Hand tools necessary to perform tasks at hand;
 - 3) Tow ropes and chains;
 - 4) Fire extinguisher flares;
 - 5) Warning lights and flood lights;
 - 6) Brooms, shovels, and requisite material to handle spills and cleanup of debris at the tow scene; and,
 - 7) Other equipment necessary for the safe and efficient operation of the towing services.
- C. All equipment used under the terms of the Franchise shall be subject to the inspection approval of the City of Newport.
- D. All services required using the equipment, materials or supplies listed above shall be the sole responsibility of the Vendor's personnel.

19. All Vendors must provide the following information:

- a. Times during which the storage facility will be open to provide vehicle or property release.
 - 1) Monday thru Friday
 - 2) Saturday
 - 3) Sunday
 - 4) Holidays

20. Franchise Fee Payment, Towage, and Storage Fees:

For each vehicle authorized for towing and /or impoundment by the City the Vendor shall remit the minimum sum of \$25.00 per vehicle towed, to the City in accordance with the payment schedule specified by the City. The below listed fees include the Franchise fee payable to the City.

- a. Proposed minimum fee for Vehicle Tow: M -F 6 am -8 pm.
- b. Proposed minimum fee for Vehicle Tow: M -F 8 pm -6 am.
- c. Proposed minimum fee for Vehicle Tow: Fri. 8 pm to Mon 6 am.
- d. Proposed minimum fee for Vehicle storage per day for the first ten (10) days; the weekends are free for the first two weeks. After ten (10) days a per day storage charge will be incurred, including weekends.

NOTE: After 6:00 pm, storage charges will begin the following day. This will work the same way on Saturdays and Sundays. A "day" of storage will consist of a minimum of twelve (12) hours.

21. All Vendors must provide the following information.

- a. Impoundment Lot location address and phone number.
- b. Impoundment lot size vehicle capacity.

NOTE: The City reserves the right to inspect all vehicle storage lots to determine their suitability for the described purposes.

22. The provisions of the Franchise shall not apply to the following:
- a. Vehicles towed by the City for Investigation.
 - b. Vehicles towed improperly by the City.
 - c. Vehicles towed by the City with intent to seize for criminal activity.
 - d. Conditions where an emergency situation requires the most expeditious means of removing vehicles to prevent damage to property or danger to citizens.
- The above situations will be a flat fee of \$40.00 paid by the City. There will be no Franchise fee and no charges for storage as long as the City has no more than five (5) vehicles being held at the storage facility at any one time.
23. In the following situations, there will be a flat fee of \$40.00 paid by the vehicle owner or driver.
- a. Keys locked in vehicle.
 - b. Show -up fee and vehicle not towed.
 - c. Conditions requiring a vehicle to be moved expeditiously for whatever reason the Police Department deems necessary.
24. There will be no charges for property retrieval from "Impounded Vehicles" as long as a letter from the Newport Police Department is presented.
25. All vehicles sold by the Vendor for towing storage fees shall be done at the sole expense liability of the Vendor.
26. The City shall not be responsible for any liability for towing or storage of any vehicle unless covered by the provisions of 22.
27. There will be no Franchise fee and no charges for storage for City owned or held vehicles as long as the City has no more than five such vehicles at the storage facility at any one time.
28. All City owned vehicles shall be towed by the Vendor at no charge to the City. The Vendor shall also provide road service (such as fixing flat tires) upon City owned vehicles at no charge to the City.

PROPOSAL SUBMISSION

All Vendors must provide the following information. Please print legibly or type responses. Please do not use correction tape or correction fluid on proposals being submitted.

All Vendors submitting proposals must provide two customer references of similar services they now perform or have performed in the past for governmental agencies or private organizations. The following information is required:

Reference #1:

Reference #2:

Organization Name

Organization Name

Organization Address

Organization Address

Organization Contact Person

Organization Contact Person

Contact Phone Number

Contact Phone Number

Length of time service provided

Length of time service provided

Times during which the storage facility will be open to provide vehicle or property release.

- 1) Monday through Friday: _____ to _____
- 2) Saturday: _____ to _____
- 3) Sunday: _____ to _____
- 4) Holidays: _____ to _____

Impoundment lot location address and phone number:

(Street Address)

(City, State and Zip Code)

(Phone Number)

PROPOSAL SUBMISSION

Franchise Fee Payment, Towage, and Storage Fees

For each vehicle authorized for towing and /or impoundment by the City the Vendor shall remit the minimum sum of \$25.00 per vehicle towed, to the City in accordance with the payment schedule specified by the City. The below listed fees include the Franchise fee payable to the City.

- a. Proposed minimum fee for Vehicle Tow: M -F 6 am -8 pm: _____
- b. Proposed minimum fee for Vehicle Tow: M -F 8 pm -6 am: _____
- c. Proposed minimum fee for Vehicle Tow: Fri. 8 pm to Mon 6 am: _____
- d. Proposed minimum fee for Vehicle storage: _____ , per day, for the first ten (10) days; the weekends are free for the first two weeks. After ten (10) days a per day storage charge will be incurred, including weekends.

NOTE: After 6:00 pm, storage charges will begin the following day. This will work the same way on Saturdays and Sundays. A “day” of storage will consist of a minimum of twelve (12) hours.

Impoundment lot size and vehicle capacity: _____
(Lot Size) (Vehicle Capacity)

In full agreement with the terms conditions detailed in the Request for Proposals and Towing Franchise Specifications, the proposal is hereby submitted.

Company Name

Contact Phone Number

Printed Name and Title Company of Official

Company Email Address

Signature of Company Official

Date