



Request For Proposals

Rochester Police Department Vehicle Towing Service Contract

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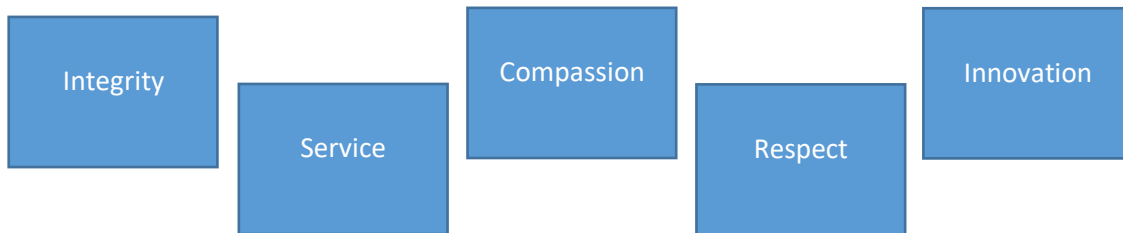
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Rochester Police Department Overview

Mission Statement

The mission of the Rochester Police department is to provide exceptional service and superior protection by reducing crime and enhancing the quality of life of the first class community we serve. The Rochester Police will accomplish this through strategic collaboration, along with a commitment to these core values.

Core Values



The Rochester Police Department has an authorized strength of 141.5 sworn officers, supported by 65 non-sworn members and an annual budget of approximately \$27 million. Serving a population of 115,733 residents, and over 3 million annual visitors, the department provides a full-range of Patrol, Investigative, Support, and Community Services through four Divisions of operation.

The Communications Center, staffed by non-sworn personnel under non-sworn management, serves the police and sheriff's office as well as the Rochester Fire Department and several smaller fire and first responder organizations within the local area. The Records Division assists both the Rochester Police Department and the Olmsted County Sheriff's Office. The Department also benefits from the support of an active body of citizen volunteers.

In 2018, the Rochester Police Department responded to nearly 64,000 incidents and conducted over 9,300 traffic stops in the city. As a result of incident response and enforcement action, over 3,200 people were physically arrested or referred for criminal charges.

During the 2018 calendar year, the Rochester Police Department made over 2,400 tow requests for assistance from local towing providers. Towing numbers are fairly consistent year-to-year, although numbers can vary and increase during extended periods of adverse weather, particularly during the winter months.

The City of Rochester has established **Core Value Statements and Standards** adhered to by the Rochester Police Department:

- **Customer Focus**
 - Identify, plan for, and support customer needs.
 - Seek and consider input from our customers to continually improve services.
 - Treat every customer well.
- **Respect**
 - Treat customers in a personal and professional manner while being firm, fair, and compassionate.
 - Be an active listener to the customer.
 - Maintain a work environment that is free of disrespect and false information.
- **Integrity**
 - Provide equitable and honest treatment to all customers.
 - Follow through in a timely manner or as communicated.
 - Maintain privacy and confidentiality as applicable to Minnesota State laws.
- **Safety**
 - Employees act responsibly and take ownership of their actions.
 - Each department/area has documented safety procedures for employees and customers.
 - Communicate clearly when dealing with emergencies or safety concerns.
- **Excellence**
 - Be knowledgeable in my area of responsibility.
 - Be professional in my actions, manners, and appearance.
 - Meet or exceed customer needs for City services.

Scope

The Rochester Police Department (RPD) requests proposals for contract towing and storage of vehicles from qualified towing companies. Towing and storage of vehicles under this contract will be in response to police actions and include impound requests, traffic crashes where a preference is not provided, towing due to parking enforcement, and any other towing requests pursuant to Rochester City Code Chapter 11-4, Chapter 11-6, Minnesota State Statute 169.041, or any other RPD requests as authorized by law.

Purpose

These specifications are designed to ensure prompt, adequate, reasonable and uniform cost for towing and storage services for the public at the request of the Rochester Police Department. The contractor and its employees shall be required to provide services authorized in the towing industry with the attitude their service is an extension of the Rochester Police Department. Courtesy and professionalism are expected at all times. Interactions with the public shall be carried out with the utmost respect as outlined in the core values of the Rochester Police Department/City of Rochester.

General

Proposals will be considered only from firms regularly engaged in the towing business. Firms must produce evidence they have an established, satisfactory record of performance for a period of one year

or more, have satisfactory financial support, the required equipment, and an organizational structure sufficient to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

Competency of Towing Service

1. The Towing Service must have all necessary State licenses and permits as may be required to perform the services set forth herein.
2. The Towing Service must submit the names and addresses of all persons who have a financial interest in the business, including, but not limited to, individual owners, partners, limited partners, officers, directors, and stockholders.
3. The Towing Service must be familiar with all laws, ordinances, rules and regulations that may in any way affect the work. Ignorance on the part of the Towing Service with respect to any such laws, ordinances, rules or regulations will in no way relieve the towing service of responsibility.
4. The Towing Service must provide a list of at least three (3) business references including address, phone number and contact name.
5. An Award Committee will be established to review submitted proposals, facilities, equipment, and all criteria mentioned herein prior to awarding the contract. The Award Committee will make appropriate recommendations to Rochester Police Department Command Staff. Specific factors that will be considered by the Award Committee are listed below under “**Selection Criteria**”.
6. The Towing Service must submit to the Rochester Police Department a written description of how towing will be performed in relation to the specific standards as outlined under the “Selection Criteria”.

Selection Criteria

The Award Committee will evaluate proposals based on the Towing Services technical qualifications as well as how their written proposal relates to the Rochester Police Department and City of Rochester’s Core Vision and Values.

Standards to be evaluated include:

- Equipment
- Facilities
- Personnel
- Operational Structure
- References
- Pricing
- Financial Stability
- Customer Service
- Commitment to Equity

A background statement of qualification must also be included, and at minimum contain:

- Towing Service/Organization Name
- Address of all locations, contact name(s), phone number, email address
- Names of Towing Service's owners, principals, directors, or anyone else with a financial interest or management role in the organization
- Structure of the Towing Service, e.g. Sole Proprietorship, Partnership, etc.
- Years Towing Service has been in business
- Names of Towing Service's owners, principals, directors, etc.
- Financial Information in the form of an annual statement and balance sheet for the past two years
- Listing of any actions (within the past 10 years) taken by any regulatory agency or government entity involving the Towing Service, including suspensions or removals, with respect to work performed
- Listing of any litigation (within the past 10 years) involving the Towing Service or its agents or employees with respect to work performed
- Names of at least three (3) businesses who can be contacted as references
- Proof of proper liability insurance with the ability to name the City of Rochester/Rochester Police Department as an additional insured for liability purposes.
- List of all equipment/vehicles (Type, Year, Make, Model, License #, and non-vehicle Serial #) you will make available to perform the terms of this contract, if awarded

Additional Proposal Terms

1. The Rochester Police Department shall have the right to thoroughly inspect and investigate the Towing Service, facilities, business reputation, quality of equipment, and other general qualifications. The Rochester Police Department may reject any proposal, irrespective of proposal pricing, if it is determined the Towing Service is lacking in any essential functions or qualifications necessary to assure acceptable standards of performance. During the contract period, the Rochester Police Department reserves the right to inspect the Towing Service's facilities and business records as they relate to the contract during normal business hours.
2. The Rochester Police Department reserves the right to reject proposals for any reason it deems appropriate.
3. The proposed form of contract may be amended by the Rochester Police Department as deemed to be in the best interest of RPD.
4. Once a successful proposal is selected, the Rochester Police Department reserves the right to negotiate the terms and conditions of the specific proposal to reach a final contract.

A. Technical Standards

The following minimum equipment shall be maintained and available at the time of proposal and throughout the life of any contract with the Rochester Police Department:

1. Three (3) light duty wreckers, with a GVWR of 4 tons per Minn. Statutes §168B.011, Subd. 12a
2. One (1) flatbed wrecker
3. One (1) heavy duty wrecker with 25-ton boom lift and winch, air brakes with auxiliary air supply, and GVWR of 12.5 tons
4. One (1) wrecker with the ability to tow motorcycles, trailers, and other wheeled vehicles as needed (may be included under section #1 or #2 above)
5. All Towing Service vehicles shall be outfitted with the following standard equipment outlined as a best practice by the Minnesota State Patrol:

Equipment

- a. Dolly
- b. Broom
- c. Shovel
- d. One fire extinguisher (minimum of 5 BC dry chemical)
- e. Scotch block
- f. Jack stands
- g. Extra scotch block
- h. Trailer hitch
- i. Flags and flares
- j. Flashing red and amber lamps (Minn. Statutes §169.64, Subd. 5)
- k. Material for the collection and removal of liquid debris (e.g., gas, oil, antifreeze, etc.)

B. Availability

1. In order to facilitate an expeditious response time once a tow is requested, the Towing Service office and wreckers must be located within the City of Rochester and be able to respond to a call 24 hours a day/7 days per week within 20 minutes of receiving a call from dispatch. Exceptions may be made during periods of inclement weather or unprecedented public safety circumstances.
2. The Towing Service shall have sufficient equipment available to perform requested services within 20 minutes. All equipment must be owned or exclusively leased by the Towing Service. Equipment must be commercially manufactured and in good mechanical condition. Equipment shall be subject to inspection at all times during the term of the contract. Towing Service vehicles shall be clearly marked, not be used as an emergency vehicle, or have any markings that indicate any relationship between the Towing Service and the Rochester Police Department.
3. The Towing Service shall have sufficient staff and equipment available to service special towing needs of the Rochester Police Department. Examples of special towing needs include dignitary visits, declared snow emergencies, construction projects, and other events where significant road closures and vehicle removal may be necessary.

C. Facilities

1. The Towing Service shall maintain a business office and storage facility within Rochester city limits.

2. The storage facility shall be secure and the Towing Service's business office must be open to the public during normal business hours, Monday through Friday, 9:00 am – 5:00 pm, excluding legal holidays.
3. Law Enforcement shall have access to the storage facility at all times during normal business hours. After normal business hours, a Tow Service employee must be available to respond and grant access to law enforcement within 20 minutes of a request.
4. The building and facilities must be in compliance with all applicable building and zoning regulations and be owned or exclusively leased by the Towing Service.
5. Vehicle storage capacity for both long and short-term storage shall be sufficient to meet the needs of the Rochester Police Department. It is understood the Towing Service shall have or will acquire additional storage areas as needed to meet the towing requirements of the Rochester Police Department as requested.
6. The Towing Service will outline security features present at their facility and any necessary upgrades anticipated to take place prior to the award of a contract.
7. Any animals located at the tow business or storage lot shall be kept in a secure fashion, pursuant to federal, state, and local laws.
8. A facilities site plan is recommended for proposal inclusion.

D. Personnel

1. The Towing Service shall have sufficient qualified personnel available for the operation of the equipment specified under Technical Standards.
2. Operators must have a valid driver's license for the class vehicle being operated and have knowledge of the laws and regulations governing the operation of tow trucks.
3. Tow Truck operators listed on the Predatory Offender Registry database must not be used on Rochester Police Department towing requests.
4. The Towing Service will ensure that all employees used for Rochester Police Department tows shall be neat, clean, uniformed, courteous, and professional.
5. The Towing Service will operate in an unbiased manner and be available to respond to all locations and neighborhoods within the city of Rochester upon request. Training of personnel related to cultural competency is encouraged.

E. Towing Service Procedures

1. The Rochester Police Department may cancel a tow call prior to the Towing Service's arrival without requiring a "show up" fee. In the event the Rochester Police Department requests a tow, and upon arriving a tow is not necessary, the Towing Service may charge the owner/operator of the vehicle a "show up" fee.
2. For vehicles subject to police impound, the Rochester Police Department will provide the Towing Service with a "Vehicle Impounding Inventory" form listing personal property contained in the vehicle. The Towing Service assumes responsibility for personal property from the time of transfer to release of the impounded vehicle.
3. The Towing Service shall keep and maintain accurate records of all vehicles received and disposed of under the terms of the contract. A report shall be provided to the Rochester Police Department on an annual basis, or upon request.
4. The Towing Service shall be responsible for the removal of debris, glass, and other matter from the street when towing vehicles involved in traffic collisions.

5. The Towing Service shall give owners and operators of towed vehicles the opportunity to have their vehicle towed to a location other than the Towing Service’s facilities upon request.
6. Rochester Police Department employees shall provide owners or operators the opportunity to contact a non-contract Towing Service, assuming the response time is within reason.

F. Tow Service Charges

The selected Towing Service will be required to comply with the following:

1. The Towing Service agrees to provide a rate sheet listing current rates and fees for services as proposed under this contract. The rate sheet shall be visible and clearly posted in the business office for review by the general public. Signage attached to the rate sheet shall indicate, “Persons having a concern or complaint regarding a Rochester Police Department tow are asked to contact the Rochester Police Department directly at (507)328-6800”.
2. The Tow Service must provide written or electronic receipts, showing itemized charges of all tows upon request of the Rochester Police Department.
3. Charges for storage related to impounded vehicles become applicable 8 hours after a vehicle has been towed. Second and subsequent day storage charges accumulate every 24-hours from the original time of tow.
4. An increase in rates and fees on the rate sheet provided shall not be requested by the Towing Service, except within 30 days of the anniversary date each year the contract is in place. Rate fee change requests may be subject to review by the Rochester Police Department, City of Rochester Administration, and the Rochester City Council.
5. The Rochester Police Department and City of Rochester shall not be responsible for the collection or payment of any charges for service rendered, unless such service is applicable to Rochester Police Department or City of Rochester owned or leased vehicles or equipment. All services rendered shall be charged to the owner or lawful claimant of the towed vehicle.
6. The Rochester Police Department shall be responsible for payment of towing and storage on vehicles towed for evidence or subject to forfeiture. For vehicles subject to forfeiture, and where a judicial proceeding determines the vehicle owner maintains their ownership right, payment shall be the responsibility of the owner or claimant.
7. The Rochester Police Department authorizes the Towing Service to act as a private entity in the disposal of vehicles as outlined under Minn. Statutes §168B.045, §168B.051, §168B.06, and §168B.07.

A rate sheet shall be submitted with the RFP in a separate sealed envelope and at minimum contain:

Service Type	Price
Standard Tow/Impound	\$
Night Tow	\$
Heavy Duty Tow	\$

Dolly Fee	\$
Recovery Operations - Winching	\$
Standby Time	\$
Mileage Fee	\$
Clean Up Fee	\$
Show up Fee	\$
Daily Storage Fee (Differentiate if different rates apply for inside/outside storage or vehicle type)	\$
After Hours/Holiday Release Fee	\$
Other Fees: List on Rate Sheet	\$

Tow rates for vehicles owned by the City of Rochester, or towed as a result of Rochester Police Department impound requests, shall not exceed the rate schedule resolved by the Common Council on June 4, 2018 under Rochester Code of Ordinance 11-4-3 (4).

General Terms and Conditions

- Proposals shall be valid for not less than 90 days from the date of required submittal
- If selected, the duration of this agreement shall be for a period of three years with a two year option for renewal with the consent of both parties.
- The Rochester Police Department assumes no liability for any fees, costs or expenses incurred in connection with the preparation and/or submission of the RFP response by the applicant, or for any other fees, costs or expenses incurred prior to the selection of an applicant.
- All information contained within the RFP is believed to be complete and accurate. However, it the applicants due diligence and responsibility to verify all statements contained herein.