

## **ATTENTION TOWING AND/OR LICENSED DEMOLISHING BUSINESSES**

The City of Boone is accepting proposals to provide towing and/or storage and disposal services for vehicles taken into custody under Iowa Code 321.89- ABANDONED VEHICLES, and Boone Municipal Code Chapter 80- ABANDONED VEHICLES and for vehicles involved in police investigations and/or crime enforcement activities.

Minimum specifications/requirements are listed below. A paper copy can be obtained at the Boone Police Department, 525 Story Street, Boone, Iowa.

**Proposals will be accepted at the Boone Police Department until 4pm December 14th, 2020.**

### **REQUEST FOR PROPOSAL FROM CITY OF BOONE POLICE DEPARTMENT**

This is a request for proposal which is not a request for bids. A request for proposal shall be based on what the police chief deems as the best proposal for the department. This can include, but is not required to be solely based on, costs, fees and availability of personnel. Other factors such as location of business, personal and criminal backgrounds of Proposer and their employees, and limitations of the Proposer (i.e. equipment availability and quantity) will also be considered. The police department is not required to accept any of the proposals even if one is the lowest cost to the City of Boone. All factors will be weighed and no one factor will be the deciding factor.

#### **Minimum Specifications for Services for Vehicle Towing, Storage and Disposal.**

The City of Boone requests proposals to provide towing and/or storage and disposal services for vehicles taken into custody under Iowa Code 321.89- *Abandoned Vehicles*, and Boone Municipal Code Chapter 69-*Parking Regulations* and Chapter 80- *Abandoned Vehicles* and for vehicles involved in police investigation and/or crime enforcement activities.

#### **Facilities.**

1. The Proposer shall store the impounded and/or towed vehicles in an impound lot to be established by the City of Boone or a lot provided by the proposer, approved by the City. The City shall lease their lot to the proposer for one (\$1.00) per year. In the event an overflow storage lot is needed, the proposer shall furnish said lot at their own expense, subject to approval by the City.
2. The Proposer shall furnish inside storage capable of holding one vehicle.

3. The Proposer will comply with the Boone City Code regarding the storage of vehicles and is required to remove each vehicle towed to cities leased lot after twenty days.

### **Equipment**

1. All wreckers shall be licensed and comply with all applicable licensing, safety and insurance requirements of city, state and federal laws.
2. The Proposer shall furnish a sufficient number of suitably equipped wreckers of sufficient capacity so that the Proposer is able to meet the criteria set forth by the Boone Police Department regarding Performance. This equipment will include:
  - a. One (1) medium duty wrecker of 4-ton capacity with truck GVW of 10,000 lbs., which shall be equipped with wheel lifts.
  - b. One (1) car carrier with a minimum capacity of 10,000 GVW.
  - c. One (1) set of motorcycle carrying straps for the medium duty wrecker.
3. The Proposer shall have available, at all times, sufficient equipment to perform all services required on a timely and responsible basis. All equipment must be owned or exclusively leased by the Proposer. All equipment must be modern, commercially manufactured and in good mechanical condition, and shall be subject to inspection at all times during the term of the agreement. No vehicle of the Proposer shall be used as an emergency vehicle. The Proposer agrees to have no markings on vehicles, buildings or correspondence that indicates or tends to suggest any official relationship between the Proposer and the City of Boone.
4. The Proposer further agrees that sufficient operable towing vehicles and personnel will be available to adequately service the special towing needs of the City occasioned by special events requiring towing, including but not limited to, declared emergencies or construction projects, interference with snow removal, and other circumstances as determined by the Chief of Police or designee, the Public Works Director or designee, or the City Administrator or designee.
5. All wreckers shall be equipped with the necessary equipment to perform emergency towing and recovery according to industry standards. All medium duty wreckers shall have dollies, brooms, shovels, and fire extinguishers. The Proposer shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over the Proposer's business including, but not limited to, licensing and minimum safety requirements.
6. A complete list of wrecker(s) and related equipment will be submitted by Proposer.

## **Performance**

1. The Proposer shall have an acceptable response time as determined by the police department under certain conditions and times of day. In the event the Proposer cannot respond in a timely manner, the Boone Police Department may request another wrecker not under this agreement, if deemed necessary.
2. The Proposer shall have suitable experience in towing vehicles and provide properly trained and licensed wrecker drivers. Wrecker drivers shall clean the street whenever removing a vehicle from an accident site.
3. The Proposer will submit in writing their experience in the wrecker service business, including total years of experience in providing service for governmental units and the equipment owned/leased. The Proposer shall also provide information about training specifically related to public emergency services and other relevant licensing and training.
4. Upon request of the Police Department, the Proposer will immediately respond with suitable equipment to tow designated vehicles to wherever the Police Department indicates, wherever the driver or owner designates, or if the driver/owner is not able to designate or fails to designate a destination, or if the police have decided to impound the vehicle, then to the City's vehicle storage area or other area designated by the Chief of Police.
5. Vehicles to be towed shall be identified by the Boone Police Department and, except for vehicles held as evidence of a crime, an inventory of the vehicle and its contents shall be taken by the police officer and a representative of the Proposer. This shall be accomplished by visual inspection and recorded on a Boone Police Department Inventory Sheet and signed by the police officer and Proposer's representative (tow driver)
6. Upon arrival to the Proposer's storage area, the Proposer will comply with all applicable state laws, in particular Iowa Code 321.89 and Boone Municipal Code Chapter 69 and 80.03 and .04 relating to the timely notification of the vehicle owner and ultimate release or disposal of the impounded/abandoned vehicles. The Proposer shall also be responsible for notification and record keeping as to any vehicle towed in violation of Chapter 69 for either illegal parking or parking in violation of the City's snow ordinance.
7. The Proposer will provide reasonable access to said towed/impounded vehicles at the request of the Boone Police Department.
8. The Proposer shall be responsible for any vehicle towed to the City's storage area and will not hold the City of Boone responsible for theft, damage or vandalism after the Proposer takes the vehicle into their custody.

9. The Proposer will comply with all state laws and Boone city ordinances.

**Non-Discrimination**

The Proposer agrees not to discriminate against any citizen (employee, customer or other persons) with respect to hiring, business transactions or any matter directly or indirectly related to this agreement or any service provided to the City of Boone because of race, color, religion, national origin, age, sex, height, weight or marital status.

**Termination**

Any agreement entered into may be terminated by either party hereto for good cause shown by submitting a notice of termination to the other party. Such notice shall be in writing and shall state the reasons for termination. Such termination shall be effective thirty (30) days from the date it is submitted unless otherwise agreed to by the parties hereto.

**Costs.**

The City of Boone will evaluate the qualifications of each proposer and contact the proposers that qualify for associated costs of towing, storage, and record keeping. The Proposer shall set forth all charges associated with towing, storage, and record keeping.

**Term.**

The term of this agreement shall be from January 1, 2021 to December 31, 2023.

Prepared by: John Wiebold, Police Chief

Reviewed by: Jim Robbins, City Attorney