

BID SPECIFICATIONS
SNOW EMERGENCY TOWING SERVICES
EVENT NO. 712
(Revised)

PURPOSE

The intent of this Request for Bid is to establish a master contract for snow emergency towing of vehicles during a declared snow emergency by the City of Saint Paul.

To accomplish the mission of clean and safe streets negatively affected by major winter snow events, the City of St. Paul declares snow emergencies and conducts vehicle tows as a service to the citizens of Saint Paul. Each towing contractor shall furnish all labor and equipment, necessary or incidental, for the towing of ticketed vehicles in violation of the City's Administrative Code (Title XV, Chapter 161.03(a)) during declared snow emergencies.

A snow emergency tow is a tow that results from a tow ticket placed on a vehicle that violates Chapter 161.03(a) for snow plowing operations through the City during a declared snow emergency which is 96 hours from beginning to end. This towing is for all vehicles that are ticketed with **snow emergency tickets** during the 96 hours of the actual snow emergency.

Each towing contractor is expected to tow all vehicles within their contracted zone(s) with snow emergency tickets for the entire 96 hours of a declared snow emergency.

Tow contractors and their agents must act properly, abiding by all rules outlined in the contract and the rules of the impound lots and Federal, State and local laws. Additionally, tow contractors and their agents must use strict care when dropping and positioning vehicles in the impound lots so that citizens are not needlessly inconvenienced when retrieving their vehicles. To do otherwise violates the provisions of this contract.

In addition to establishing a master contract for snow emergency towing services; the City will also be running a small pilot for uber towing. This pilot will be limited to a small area within the City for a limited amount of time in the upcoming winter season.

CONTRACT OVERVIEW

Contract Term

The successful Contractor will be awarded an initial contract from December 1, 2018 through November 30, 2019. The award will result from the solicitation in four zones (*See Exhibit A*). This Contract may be renewed at the expiration of the initial term at the request of the City. The renewal may be for up to four (4) additional one (1) year periods. Unless otherwise agreed to by

the parties or as may be required by law, any renewal shall be based on the same terms and conditions as the initial term with the exception of the price or rates. Initial prices or rates and subsequent renewal prices or rates are guaranteed for a minimum of twelve (12) months.

The City reserves the right to extend this contract for four (4) additional 12-month periods if agreeable to both parties. All terms and conditions, including pricing, must be at least equal to the original terms of the contract.

Non-Exclusive Contract

Any contract(s) resulting from this Request for Bid will not be an exclusive contract and the City reserves the right to hire other contractors, to perform similar work, and seek bids from other vendors.

Basis for Award

The Contract will be awarded to the lowest responsive and responsible Bidder complying with all the provisions of the bid, provided the total cost is reasonable and it is advantageous to the City to accept it. Estimated quantities are used for the purpose of identifying the low responsive and responsible Bidder.

The City will award a contract to only one (1) contractor in each zone. A contractor could be awarded more than one zone depending on the bid price and their ability to meet all criteria listed within these specifications. Contract award will be based on the lowest responsive, responsible bidder in each zone. If a single Contractor is awarded more than one zone, each zone will stand alone and all requirements, including required equipment and bonus criteria must be met independently.

Rights of the City

The City reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder(s) to best serve the interest of the City. Informality shall mean a minor defect or variation of a bid from the exact requirements of the Request for Bid which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

Quantities

The quantities specified in this Contract are estimated only. They may not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the Contract period.

Quantities shown shall not be construed to represent any amount which the City shall be obligated to purchase under the Contract, or relieve the Contractor of its obligation to fill all orders placed by the City.

SCOPE OF WORK

General Requirements

Tow resulting from a tow ticket placed on a vehicle that violates Chapter 161.03(a) for snow plowing operations throughout the City during a declared snow emergency which is 96 hours from beginning to end. Failure to provide the requested service during the declared snow emergency will be viewed as a direct violation of the contract and may be cause for termination.

Vehicles ticketed for violating Chapter 161.03(a) during a declared snow emergency does not require sustained police presence to be towed and authorized ticketing officers are permitted to leave the tow scene before the Contractor arrives.

Zone Break Down

| | MINIMUM VEHICLES TO BE TOWED PER SNOW EMERGENCY | BONUS KICK IN AT THRESHOLD | INCENTIVE BONUS VALUE FOR EACH TOW OVER THRESHOLD | Average Number of Citations Per Zone / Per Snow Event (2017-2018 Season) <i>For Information Purposes Only</i> |
|--------|---|----------------------------|---|--|
| ZONE 1 | 200 | 250 | \$5.00 | 783 |
| ZONE 2 | 250 | 300 | \$5.00 | 929 |
| ZONE 3 | 200 | 250 | \$5.00 | 793 |
| ZONE 4 | 60 | 81 | \$5.00 | 197 |

The number of minimum tows required are based on the historical average citations for each zone during a single snow emergency.

There will be a 10% penalty per vehicle if the minimum vehicles towed per Snow Emergency is not met.

Response: Tows are to be delivered directly to a Snow Emergency Impound lot or specified area within City of Saint Paul immediately after pickup. **Vehicles may not be dropped at any storage facility or holding area that is not controlled, authorized and secured by the City.**

Drop off Locations: For purposes of this contract, the City will be divided into four (4) zones.

- 1) Zone 1 Northwest (West of 35E and North of I-94)
Impound Lot: 1129 Cathlin Street, Saint Paul, MN 55108
- 2) Zone 2 East (East of 35E and Hwy 52, East of the River)
Impound Lot: 1129 Cathlin Street, Saint Paul, MN 55108
- 3) Zone 3 Southwest (South of I-94, North of the river and west of Hwy 52)
Impound Lot: 1129 Cathlin Street, Saint Paul, MN 55108

- 4) Zone 4 South (South of the river)
Police Impound: 830 Barge Channel Road, Saint Paul, MN 55107

Please see Exhibit A for more detail.

Inoperable Lot(s): If any of the impound lots become inoperable because of weather, mud, access, or any unforeseeable circumstances, etc., the tow companies may be directed to use one of the other lots. There will be no additional compensation if this happens.

Cancellation of Tow Policy: If an owner appears after a vehicle is ticketed, but before the intended vehicle is loaded or harnessed and hitched by the Contractor's vehicle, the intended vehicle will be allowed to leave with no tow charge. If, however, the intended vehicle is loaded or harnessed and hitched the Contractor shall release the vehicle upon payment of a fixed drop charge of \$75.00 and shall furnish the customer a receipt.

Snow Emergency Procedures

Contractors will be required to attend any scheduled meetings with City staff to discuss/coordinate snow emergency towing procedures. Contractors will be notified after award of bids of the exact time and location of the first meeting and at the City's option there may be follow-up meetings as necessary. Subsequent meetings may be scheduled during the winter season to discuss any problems/successes of prior snow emergencies.

Public Works officials will notify the Contractors as soon as possible after a snow emergency has been declared.

Contractors will be expected to work closely with the Public Works Snow Ticketing and Towing Coordinator and his/her office staff and be in direct on-going contact so that trucks get to the required areas quickly. The City will direct the Contractor where to dispatch tow trucks during a declared snow emergency. Non-compliance may be cause for contract termination. Contractors shall arrive on scene in assigned tow zone at the time each Snow Emergency begins.

Contractors must work closely with the City Impound and Snow Emergency lots to ensure prompt check-in that will facilitate rapid turnaround. Each Contractor is required to assign an employee for each zone awarded to remain at the lot(s) for the duration of the first 20 hours to check in the towed vehicles and process all paperwork to allow drivers to return to their assigned towing area as soon as possible.

Communication Equipment

- 1) There must be radio communication between trucks and dispatcher.
- 2) The Contractor must provide a separate designated direct telephone line between the Snow Emergency Ticketing & Towing office and the towing contractor dispatcher.
- 3) Contractor must provide back-up cell phone numbers in case of phone line failure or other inability to reach dispatcher.
- 4) Each Contractor must provide emergency numbers for company owner or manager.

Equipment Requirement

The City requires the Contractor to have a minimum towing capacity in each zone during snow emergencies. Tow truck inspections must be completed in meeting the minimum capacity per tow zone by December 1st of each season or BEFORE the first Snow Emergency event of the season (whichever comes first). More tow trucks may be added throughout the snow season.

Tow truck inspections will take place at the Snow Emergency office at 891 N. Dale Street.

See below for more detail:

- 1) Zone 1 - Towing capacity of 20 vehicles
- 2) Zone 2 - Towing capacity of 25 vehicles
- 3) Zone 3 - Towing capacity of 20 vehicles
- 4) Zone 4 - Towing capacity of 10 vehicles

Contractors must provide a list of equipment they will be using, and if applicable, a list of equipment to be used by their subcontractors as soon as possible after notification of contract award.

All equipment must be in good condition and licensed in the current year, in the State of Minnesota and the City of Saint Paul, and pass current yearly State and City inspections. Proof of licensing must be furnished to the Public Works Snow Emergency Ticket & Tow Coordinator.

City of St. Paul Public Works Ticketing & Towing coordinator or their designee will perform an administrative inspection of all tow vehicles before the start of the winter season or within 4 weeks of contract award. Any vehicles deemed not fit for service will not be permitted to tow vehicles. Tow vehicles added during the winter season must be inspected before they can be put in service. Inspections of any additional tow vehicles will not be allowed to occur during a declared snow emergency. A valid driver's license, registration, and proof of current insurance must be provided during all inspections.

All equipment shall be equipped with emergency and warning lights as specified by State laws and be properly identified. All trucks must have magnetic tow lights that must be put on the rear of any vehicle being towed with wheels on the ground. Tow trucks are subject to a state inspection at any time and citations will be issued for any violation(s). The Contractor is responsible for ensuring that every tow truck is in safe operating condition.

All trucks must carry tow chains. Wrecker style vehicles must be equipped with dollies.

Trucks should identify the tow company's name, phone number and drop fee. A magnet is sufficient identification and may be used for subcontractors as well. All subcontractors must have a magnet with the city contracted contractor's logo or name displayed during snow emergency towing at all times.

One magnet must be placed on the door of both sides of the tow truck. All contractors (without

logos on the doors) and subcontractors must use magnets with a minimum size of 11" X 17".

Magnets must include:

- 1) "SNOW EMERGENCY" (at top, two-inch minimum height), company name/logo with phone number (middle, four-inch minimum total height), and
- 2) "DROP FEE \$75.00" (bottom, two-inch minimum height)

Contractor (with city contract) tow trucks that already have logos on both doors will still need a magnet. These magnets should be a minimum size of 4" X 11".

Magnets must include:

- 1) "SNOW EMERGENCY" (at top, one-inch minimum height), and
- 2) "DROP FEE \$75.00" (at bottom, one-inch minimum height)

Variations to this design must be approved in writing by the City of St. Paul Public Works Ticketing & Towing coordinator or their designee.

Towing Requirements

The Contractor, their employees, agents and personnel are responsible for a working knowledge of the City and their towing boundaries. This knowledge must include, but not be limited to, streets covered under this contract. Towing boundaries for the City of Saint Paul are the corporate limits of the City. Towing boundaries for each zone are as detailed in this specification.

Contractors must obey all the rules of the City snow emergency impound lots and/or any overflow lots. Proper row alignment must be maintained for ease of vehicle accessibility in the lot.

Vehicles may not be dropped at the impound lots without an issued snow emergency ticket and must be certain that they are left in the approved manner and checked in properly by City personnel.

Any major visible preexisting damages and damage done during towing must be noted on the drop ticket and discussed with Impound lot and City department representatives. Failure to list damages will result in any damages claimed by the property owner to be the complete responsibility of the Contractor.

Intralot or interlot moving of vehicles will not be done under this contract unless instructed by Impound Management as a result of improper drops.

Contractors, their agents or employees shall not solicit tows or suggest, without request, a garage, body shop or place where vehicles should be towed to under this contract. All tows under this contract must go to the designated snow emergency lots(s), unless otherwise directed by

authorized personnel.

Subcontracting

Subcontracting will be allowed under this contract. Contractors that hire subcontractors shall be required to carry subcontractor insurance and therefore are responsible for ALL claims against subcontractors relating to this contract. Insurance requirements are found in the Terms and Conditions of this specification. All subcontractors, along with their employees and equipment shall meet all requirements of this contract. The Contractor(s) will be responsible for all tows required of the subcontractor, including DAMAGE to vehicles.

Any excessive damage claims to towed vehicles incurred by the contractor and/or his subcontractor(s), will be grounds for termination of this contract.

Employee Requirements

A. Employee Roster:

- 1) Contractor(s) will furnish a contractor and subcontractor employee roster that will be kept on file with the City Contract Administrator.
- 2) Log to identify all employees involved with the towing and handling of vehicles under this contract which must be kept current at all times. Contractor(s) will update Log prior to any new driver performing services for the City.

B. Contractor(s) will maintain and supply to the Saint Paul Snow Emergency Ticketing & Towing coordinator current informed consents from all drivers working under this contract allowing the Department to access driving and motor vehicle records to verify compliance with the contract requirements. The City reserves the right to check all Contractor's employees as needed to verify they meet all driver qualifications as outlined below.

C. Failure to keep this roster current and/or hiring drivers that do not meet the required qualifications may be cause for contract termination.

D. Driver Qualifications:

- 1) Must be of at least 18 years of age and possess a valid driver's license.
- 2) Have no convictions for reckless driving, careless driving or driving under the influence (DUI) within the last five (5) years.
- 3) Have no convictions in the last three (3) years involving injury or death.
- 4) Have no convictions for lewd conduct or criminal sexual conduct.

E. Wages:

- 1) Living Wage (*Saint Paul Administrative Code, Title IV, Chapter 98*). Any City Contract or

City Subcontract must require payment of a living wage for the duration of a contract to each employee who is working pursuant to the contract or subcontract or who is employed in the specific location for which the contract or subcontract is intended to benefit.

- 2) The City may request proof at any time that contractor is complying with this requirement. This audit, upon reasonable notice, may involve, but not be limited to, all payroll and company books, records or ledgers required and interviews with employees.

F. All employees must present themselves in a professional manner that is appropriate for the industry, including a uniform shirt or jacket with company name. Gang insignia, sandals, or similarly inappropriate items are not acceptable. Each driver must carry a valid driver's license.

Payment Processing

Contractors are to email invoices to apinvoice@ci.stpaul.mn.us no later than four days after the conclusion of the Snow Emergency.

Invoices are to include the following information at a minimum. Failure to include this information could result in non-payment of tow:

- 1) Contractor PO Number
- 2) City Contract Number
- 3) License Plate Number and last six digits of VIN number if registered in MN, full VIN number if out of state vehicle. If no license plate then include full VIN number.
- 4) Make and Model of vehicle
- 5) Zone vehicle was towed from

NOTE: CONTRACTORS ARE TO ONLY USE TOW TICKETS ASSIGNED TO THEIR COMPANY.

Tows authorized by any other department may not be invoiced under this contract. The City of St. Paul Public Works Ticketing & Towing coordinator or their designee is the final authority on any disputes.

BID FORM

All bids must be submitted electronically to the Saint Paul Bids Portal at www.stpaulbids.com. It is the intent of the City to award multiple contracts resulting from this solicitation, one for each of the four zones as shown in Exhibit A.

All Bidders shall respond with unit price on a per car towed basis for each individual zone. Unit prices shall incorporate other expenses to include wages, FICA, insurance, travel time, tools and equipment.

No extras will be paid for wait time, snow depth, distance from impound lot(s), use of dollies and/or winching, or wait at the impound lot(s).

No additional charges will be allowed for dollies, winches, special trailers for motorcycles and/or

snowmobiles. No charges over the contract rate will be allowed, except in special circumstances where approval has been received prior to tow. Contractor is required whenever possible to receive approval from authorized personnel prior to the tow if they deem this to be a special circumstance tow. The Saint Paul Police Department will have final authority in determining whether such extra charges are justified.

| BID FORM (Revised) | | | | | |
|--|---|--------------------|-----|------------|----------------|
| SNOW EMERGENCY TOWING SERVICES | | | | | |
| EVENT NO. 712 | | | | | |
| NOTE TO VENDORS: | | | | | |
| 1) This Bid Form must be filled out in Excel and attached to your bid response. No handwritten prices will be accepted. The spreadsheet will auto-calculate the Total Bid Amount. | | | | | |
| 2) All Bidders shall respond with unit price on a per car towed basis for each individual zone. | | | | | |
| 3) Per state statute, Payment Term is Net 35. | | | | | |
| 4) In the event of a mathematical error, the unit price shall prevail. | | | | | |
| | Item Description | Estimated Quantity | UOM | Unit Price | Extended Price |
| 1 | ZONE 1 <i>Northwest (West of 35E and North of I-94)</i> | 200 | EA | | \$ - |
| 2 | ZONE 2 <i>East (East of 35E and Hwy 52, East of the River)</i> | 250 | EA | | \$ - |
| 3 | ZONE 3 <i>Southwest (South of I-94, North of the river and west of Hwy</i> | 200 | EA | | \$ - |
| 4 | ZONE 4 <i>South (South of the river)</i> | 60 | EA | | \$ - |
| Total Bid Amount: | | | | \$ | - |