

RESOLUTION NO. R-15-56

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A TOW AND WRECKER SERVICE AGREEMENT WITH GLAD RENTS, 6800 NORTH OAK TRAFFICWAY, FOR VEHICLE TOWING, WRECKER, AND VEHICLE STORAGE SERVICES FOR THE FIVE-YEAR PERIOD OF JANUARY 1ST, 2016 THROUGH DECEMBER 31ST, 2020; WITH OPTIONS TO EXTEND THE TERM OF THE AGREEMENT FOR TWO ADDITIONAL 24-MONTH PERIODS.

WHEREAS, Requests for Proposals (RFP) were solicited through local advertisement, notice to tow service associations, conspicuous notice posted on the City of Gladstone web page, and distributed to local tow and wrecker service vendors; and

WHEREAS, the City Council finds that utilizing one tow and wrecker service to facilitate Public Safety Department law enforcement and traffic safety functions serves the best interests of the city and its citizens; and

WHEREAS, three proposals were received in response to the RFP and were reviewed by the Director of Public Safety; and

WHEREAS, the Director of Public Safety recommends the city accept the proposal submitted by Glad Rents, Inc., 6800 North Oak Trafficway, as the proposal submitted by Glad Rents, Inc. has a pricing structure that is considerably less than the other two proposals in all listed categories of service and meets all requirements listed in the RFP.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT the City Manager of the City of Gladstone is hereby authorized to execute a Tow Service Agreement for the period of January 1, 2016 through December 31, 2020 with Glad Rents, Inc. (contractor) for towing, wrecker, and vehicle storage services as outlined in the agreement; and

FURTHER THAT the City of Gladstone retains the option to extend the terms of the agreement for two additional 24-month periods. The City of Gladstone shall notify the contractor no later than October 31, 2020, of intent to exercise the option for extending the agreement.

INTRODUCED, READ, PASSED AND ADOPTED by the City Council of Gladstone, Missouri, this 24th day of August 2015.



Mayor Bill Garnos

ATTEST:


Ruth Bocchino, City Clerk

City of Gladstone, Missouri Tow Service Agreement

This Agreement, made and entered into this 25th day of August, 2015 by and between the City of Gladstone, Missouri a municipal corporation, hereinafter sometimes called "City", and GLAD RENTS: hereinafter called "The Contractor", for the purpose of providing towing and storage services to the City at the City's request, the City and Contractor hereby agree to the following terms and conditions:

1. Definitions:

"Police Ordered Tow" is defined as being those tows, as ordered by the Public Safety Department for:

- A. Abandoned Vehicles;
- B. Illegally Parked Vehicles;
- C. Impounded Vehicles;
- D. Wrecked Vehicles, where the owner/driver, for whatever reason, is not capable of requesting tow service;
- E. The tow service, as requested by the owner/driver, is unable to respond within a reasonable period of time;
- F. The owner/driver does not have a preferred tow service; or
- G. Those items of evidence necessitating the services of a tow truck for recovery.

"Storage Fee" is defined as being a fee charged for the storage of a vehicle on the approved lot of the Contractor per each calendar day. For the purposes of administration, the first day's storage will be assessed at 12:01 a.m. of the day following tow and at 12:01 a.m. on each day thereafter and the storage lot shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00a.m. to 12:00 noon on Saturday.

"Evidence Storage Fee" is defined as being a fee charged for the storage of a vehicle, which has been seized for evidence, on the approved lot of the Contractor per each month. For the purposes of administration, the first month's storage will be assessed at 12:01 a.m. of the day following tow and continued for a month, which by definition shall be thirty (30) days. The storage lot shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12 noon on Sunday.

"Tow Charge" shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking doors, freeing the steering column, disconnecting the driveline, winching, using a dolly and mileage charges. Motorcycles must be towed on a motorcycle trailer.

2. **Insurance.** The Contractor shall maintain in full force and effect throughout the period of this Agreement general liability insurance covering bodily injury, liability and property damage in an amount not less than \$2,000,000 combined single limit. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of the contract with the Contractor and the City shall be named as an additional insured on all said policies. The City shall receive at least ten (10) days written notice prior to cancellation of any insurance.
3. **Occupational License.** The Contractor shall have an occupational license from the City of Gladstone, Clay County Tow License and State license.
4. **Operators Licenses.** The Contractor shall provide the City a list of tow truck operators and verification of the appropriate operators licenses. The City reserves the right to reject any tow truck operator, if in the sole determination of the City, such operator's driving record contains traffic violations that reflect an unsatisfactory safety record.
5. **Safety Equipment.** The Contractor shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8" chain), absorbent material and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.
6. **Response.** The Contractor shall maintain and provide the necessary equipment, personnel and service to respond as required twenty-four (24) hours a day, three hundred sixty five (365) days per year to police ordered tows. The Contractor shall respond within a twenty (20) minute time period under normal road and traffic conditions, with priority given to the Gladstone Public Safety Department requests for service.
7. **Storage Lot.** The Contractor shall own or lease a storage lot within the city limits of Gladstone, Missouri, which shall be utilized by Contractor for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against intrusion of unauthorized persons and provide a minimum storage capacity for twenty (20) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicle or materials inside the fenced enclosure from off the premises. The lot shall have video surveillance of the entry and exit points and the areas where towed vehicles are stored. This video surveillance shall be recorded and searchable. The storage lot operated by the Contractor within the city limits shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 noon on Saturday for an owner to retrieve a vehicle towed to the lot.

8. **Tow of City Vehicles.** The Contractor shall provide towing service for all vehicles owned by the City of Gladstone that are no larger than passenger cars or pick-up trucks One (1) ton or less, within a fifty (50) mile radius from Gladstone city limits, at no charge.
9. **Hold Harmless.** The Contractor shall protect and hold harmless the City of Gladstone from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the Contractor shall protect and hold harmless the City of Gladstone from any and all claims for any loss, damage or injuries sustained by a person or entity arising out of the award of this contract.
10. **Other Regulations of City.** The Contractor shall obtain a copy of the Tow Vehicle Ordinance sections 4.115.010 through 4.115.060 of the City of Gladstone Code of Laws and obey all regulations set forth in the ordinance and provisions regulating tow vehicles.
11. **Accident Debris.** The Contractor shall completely remove accident debris from the roadway, curb and gutter.
12. **Public Safety Access to Storage Lot.** The Contractor shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Gladstone Public Safety Department.
13. **Towing Service Information Sheet.** The Contractor shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable the information sheet will be provided to the Gladstone Police Officer requesting the tow.
14. **Monthly Report.** The Contractor shall provide the City of Gladstone Public Safety Department with a monthly report that indicates the release and or disposition of each vehicle towed by the Contractor.
15. **Release of Vehicles.** The Contractor shall not release a vehicle of a Police Ordered Tow without a valid Gladstone Public Safety Department release form.
16. **Tow Rates.** The Contractor agrees to provide the services set forth herein at the rates provided in Exhibit "A" that is attached hereto and incorporated herein by reference.


17. **Dispatch.** The City agrees to dispatch the Contractor to the site of any police ordered tow during the term of this Agreement. However, it is expressly understood by the parties hereto that if the Public Safety Department is unable to contact Contractor for any reason is otherwise unable to obtain a response to the scene from Contractor within reasonable period of time, that another tow operator may be contacted by the Public Safety Department for the removal of the subject vehicle(s) and such shall not be deemed a breach of the Agreement. Determination of whether the Contractor or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.
18. **Term.** This Agreement, its terms, conditions, provisions, covenants, duties, responsibilities and liabilities of the Parties shall remain in effect for a period of five (5) years or so long as the Parties hereto act and perform in accordance with this Agreement. The term of this Agreement shall commence at 12:01 a.m. January 1, 2016 and expire at 11:59 p.m. December 31, 2020.
19. **Option to Extend Term.** The City shall have the option to extend the term of this Agreement for two additional twenty-four (24) month periods. The City will notify the Contractor not less than sixty days prior to the expiration of the initial five (5) year term of the Agreement of its decision to exercise this option.
20. **Waiver.** A waiver by any party of any breach or default of another party to this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default, nor a waiver or permission, expressed or implied, for any subsequent breach or default.
21. **Modifications.** This Agreement and the attachments hereto contain the entire understanding between the parties hereto. No modification of this Agreement shall be binding unless the same is agreed to in writing between the parties.
22. **Assignment.** Contractor may not assign this Agreement without the written consent of the City of Gladstone.
23. **Binding Effect.** The provisions of this Agreement shall bind and ensure to the benefit of the successors and assigns of each Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in five (5) counterparts, each shall be considered and construed an original.

CONTRACTOR

By: 

CITY OF GLADSTONE, MISSOURI

By: 
Kirk L. Davis, City Manager

Attest:

 8/25/15
Ruth Bocchino, City Clerk

**CITY OF GLADSTONE
TOWING CONTRACT PROPOSAL FORM**

The undersigned, having been familiarized with the requirements of the Proposal for a Tow Service Agreement with the City of Gladstone, hereby proposes to furnish towing and storage requested by the City of Gladstone for the following charges (these charges do not relate to City vehicles):

Item	Description	Amount
1.	Tow, auto, light truck hook-up	<u>\$45</u>
2.	Flat bed tow	<u>\$45</u>
3.	Impounded Vehicles	<u>\$45</u>
4.	Abandoned/Junk/Stranded Vehicles	<u>\$45</u>
5.	Jump Start-Disabled Vehicles	<u>\$45</u>
6.	Flat Tire-Disabled Vehicles	<u>\$45</u>
7.	Winching/Extraction/Rollovers	<u>\$2.00 per ft</u>
8.	Dolly or Float	<u>\$45</u>
9.	Wheel Lift	<u>\$45</u>
10.	Extra Labor (addition personnel/truck)	<u>\$50</u>
11.	Storage	<u>\$30</u>
12.	Evidence Storage Fee (monthly)	<u>\$0</u>
13.	Private Citizen's Vehicle/Lockout	<u>\$50</u>
14.	Estimated Response Time from Tow Lot	<u>10 min</u>
15.	Motorcycle Tow	<u>\$45</u>
16.	City Vehicle outside 50 mile radius	<u>\$1.00</u>
17.	Estimated Time to Tow Lot	<u>10 min</u>
18.	Tow Lot Hours of Operation (open) Monday-Saturday (8 am to 5 pm) / Sunday 9 am to 4 pm)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N 7 days per week
19.	Fuel Surcharge	<u>15 %</u>

20. Meets all license requirements listed in Tow Service Agreement.

Yes ☒ No ☐

21. Meets all safety equipment requirements listed in Tow Service Agreement.

Yes ☒ No ☐

22. Meets all storage lot requirements listed in Tow Service Agreement.

Yes ☒ No ☐

23. Meets requirements for towing city vehicles listed in the Tow Service Agreement.

Yes ☒ No ☐

24. Meets all dispatching and response time requirements listed in the Tow Service Agreement.


Yes ☒ No ☐

25. Meets all insurance requirements listed in the Tow Service Agreement.

Yes ☒ No ☐

Memo

To: Kirk L. Davis, City Manager

From: Chief Michael J. Hasty, Director of Public Safety 

CC: Debra Dailey, Finance Director
Deputy Chief Robert M. Baer, Police Field Services Division Commander
Captain Jeffrey R. Self, Investigations Division Commander
Captain William L. Willoughby, Support Services Division Commander
Chris Williams, Interim City Attorney
Ruth Bocchino
File

Date: August 17, 2015

Re: TOW AND WRECKER SERVICES CONTRACT

In 2006, the Public Safety Department solicited proposals (bids) for a long-term solution for tow and wrecker services involving police-related incidents. A standardized administrative process for selecting a tow service vendor was necessary to ensure tow and wrecker services requested by the department were fair from both the tow service industry perspective and from the citizen's perspective; as the citizen (or in some cases their insurance company) incurs the costs associated with towing vehicles.

A "Request for Proposal" with specific conditions for tow and wrecker service vendors was published and Glad Rents (6800 N. Oak Trafficway) was awarded the contract. An agreement was crafted that detailed the tow and wrecker service requirements, including a detailed list of charges. This ensured a competitive process for service fees charged to citizens for tow and wrecker services. The term of the agreement was five years and included two consecutive two-year extension options, which the city chose to exercise in 2011 and 2013 due to satisfactory service provided by Glad Rents.

The current contract for tow and wrecker services expires on December 31, 2015. It is my opinion the performance of the tow and wrecker service contractor since January 2007 has met the requirements of the contract and in many cases exceeded expectations. I believe continuing to utilize one tow and wrecker service provider under a contract has proven to be beneficial to the city, the citizens, and the vendor. I recommend we continue to utilize one tow and wrecker service vendor and engage a long-term contract for services.

Utilizing one tow service vendor under an exclusive, multi-year contract with the city allows for the most reputable, established local businesses to compete for the service, helping to ensure a low cost and high quality service to the city and citizens, through lower fees/charges and superior customer service. The multi-year agreement allows the business awarded the contract to ensure a return on their investments in maintaining an adequate fleet of service trucks and local facility to meet our response time requirements as well as sufficient secured vehicle storage space as required in the agreement.

Captain Jeffrey Self prepared a Request for Proposal (RFP) that was reviewed by the city attorney and published on July 15, 2015. The notice was advertised in the Kansas City Star newspaper, posted on the City of Gladstone web page, and was distributed to the Missouri Tow Service Association and known local tow service providers. Responses to the RFP were due July 29, 2015 and three proposals were received, as detailed in Captain Self's memorandum (attached). Captain Self prepared a spreadsheet to offer a visual comparison of the charges listed in each proposal.

After review of all proposals, Captain Self recommended the contract be awarded to Glad Rents, Inc. The proposal submitted by Glad Rents, Inc. listed a pricing structure that was substantially less than the other two proposals in all categories. I agree with Captain Self's conclusions and also recommend the city accept the proposal from Glad Rents, Inc. Captain Self has sent the final Tow Service Agreement to Interim City Attorney Chris Williams for review and I have requested a resolution be placed on the August 24, 2015 City Council Meeting Agenda authorizing you to sign the multi-year agreement.

I have included copies of memorandums submitted in 2013 that detail the analysis of the current tow service agreement and the performance of the service provider. Please advise if you need any further information.

Memo

To: Director Michael J. Hasty

From: Captain J.R. Self

CC:

Date: 08-13-2015

Re: Tow Contract

Sir,

In November of 2006, the city requested proposals for providing tow services to Public Safety and the City as a whole. Only one company responded with a proposal, Glad Rents. The city entered into a five (5) year contract with Glad Rents on January 1, 2007. That contract was set to expire at 11:59 pm on December 31, 2011. The contract allowed the option to extend for two additional twenty four (24) month periods. The City chose to exercise that option both times and the current contract is set to expire on December 31, 2015 at 23:59 pm.

The existing contract was modified on January 12, 2009 with the agreement of the City and Glad Rents. This modification affected the language in section 8 of the Tow Service Agreement. The original language was changed from:

Tow of City Vehicles. The Contractor shall provide towing service for **all vehicles owned by the City of Gladstone Department of Public Safety**, within a 50 mile radius from the Gladstone city limits, at no charge.

To:

Tow of City Vehicles. The Contractor shall provide towing service for **all vehicles owned by the City of Gladstone that are no larger than passenger cars or pick-up trucks**, within a 50 mile radius from the Gladstone city limits, at no charge.

Prior to exercising the final twenty four month (24) extension in 2013, Captain Jesse McLendon researched the option of moving to a rotational tow process or staying with the current single contractor model. Several metropolitan agencies were contacted. Some use the rotational system and some use a single contractor. At that time it was determined that the best course for the city was to stay with a single contractor service. The difficulty of holding multiple providers accountable and Glad Rents track record of excellent customer service were key in reaching that decision.

On 07-15-2015 we published a Request for Proposal (RFP) for tow services. The Tow Service Agreement, Request For Proposal and City of Gladstone Towing Contract Proposal Form were reviewed by City Attorney, Randall Thompson prior to publishing. The Tow Service Agreement was the same document the department and Glad Rents are operating under for the current contract. Notice was placed in the Kansas City Star and the City of Gladstone website. Additionally I sent an email notice to the Missouri Tow Truck Association, Bossert Tow, Precision Tow, Good Times Tow and Glad Rents Tow.

The proposals from potential providers were due by 07-29-2015. Three proposals were received. The companies that provided proposals are listed below:

- Glad Rents, Inc.- A local rental company that has been in business over sixty (60) years in the City of Gladstone. The City has utilized their tow services since at least 2006. They have the current tow contract.
- Precision Collision Tow and Recovery, LLC.- A local auto body shop that originally opened in 2004 in Pleasant Valley. They opened a second shop in Gladstone in 2010. This business has repaired several damaged city vehicles with good results.
- Dispatch and Tracking Solutions- Is a company based in Houston Texas that manages the dispatch of tow services for police departments and government entities. They basically have a list of tow providers in the metro area and use GPS technology to dispatch the closest contractor to a request. This service is currently in use by the Kansas City Missouri Police Department. When Captain McLendon researched tow services in 2013, he found that many KCPD officers felt the service continued to encourage tow operators to race to a scene so their GPS would place them closer and more likely to get the call.

I have attached a comparison spreadsheet showing the amount bid for each service outlined on the Towing Contract Proposal Form.

It is apparent that Glad Rents' Proposal is considerably less than the other two by at least \$20 in every area. The only item where Glad Rents was over the other two was in the fuel surcharge. DTS and Precision both had zero surcharge where Glad Rents indicated 15%. A quick calculation of a 15% surcharge on a \$45 tow would add \$6.75 for a total of \$51.75. This figure is still \$13.25 less than Precision's flat rate of \$65.

Glad Rents submitted a proposal with the lowest cost to both the citizen and the City. The company has received minimal complaints throughout the contract period from both citizens and department personnel. Glad rents has continued to provide excellent service to the City and the Department through things like towing patrol cars out of ditches during inclement weather before answering private calls that would be more lucrative to the business. Based on these facts, it is my recommendation the contract be awarded to Glad Rents.

City of Gladstone Towing Contract Proposal

August 4, 2015

	Description	DTS	Precision *	Glad Rents **
1	Tow, auto, light truck hook-up	\$165	\$65	\$45
2	Flat bed tow	\$170	\$65	\$45
3	Impounded Vehicles	\$165	\$200	\$45
4	Abandoned/Junk/Stranded Vehicles	\$170	\$200	\$45
5	Jump Start-Disabled Vehicles	\$65	\$65	\$45
6	Flat Tire-Disabled Vehicles	\$65	\$65	\$45
7	Winching/Extraction/Rollovers	\$100 h	\$150	2 per foot
8	Dolly or Float	\$65	\$150	\$45
9	Wheel Lift (<i>Accident</i>)*	\$65	\$150	\$45
10	Extra Labor (addition personnel/truck) <i>per hour</i> *	\$100	\$150	\$50
11	Storage (<i>per day</i>) *	\$45 /day	\$50	\$30
12	Evidence Storage Fee (monthly)	\$800	\$750	\$0
13	Private Citizen's Vehicle/Lockout	\$65	\$65	\$50
14	Estimated Response Time from Tow Lot	20 minute	20 min or less	10 minute
15	Motorcycle Tow (<i>non-accident</i>)*	\$165	\$65	\$45
16	City Vehicle outside 50 mile radius	\$250	\$50	\$1
			Plus \$2 per mile	
17	Estimated Time to Tow Lot	90 minute	Less than 15 min	10 minutes
18	Tow Lot Hours of Operation (open)	Y	N	Y
	(<i>M-F 0800-1700, Sat 0900-1200. Will release 24/7 with fee</i>)*		N	
	(<i>Mon-Sat 0800-1700, Sun 0900-1600</i>) **			Y
19	Fuel Surcharge	0	N/A	15%
20	Meets all license requirements listed in Tow Service Agreement.	Y	Y	Y
21	Meets all safety equipment requirements listed in Tow Service Agreement.	Y	Y	Y
22	Meets all storage lot requirements listed in Tow Service Agreement.	Y	Y	Y
23	Meets requirements for towing city vehicles listed in the Tow Service Agreement.	Y	Y	Y
24	Meets all dispatching and response time requirements listed in the Tow Service Agreement.	Y	Y	Y
25	Meets all insurance requirements listed in the Tow Service Agreement.	Y	Y	Y

Spreadsheet location:

s:\FSI\LE_S\2015 Towing Contract Proposals.xls

City of Gladstone, Missouri Tow Service Agreement

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IN WITNESS WHEREOF, the Parties have executed this Agreement in five (5) counterparts, each shall be considered and construed an original.

CONTRACTOR

By: _____

CITY OF GLADSTONE, MISSOURI

By: _____
Kirk L. Davis, City Manager

Attest:

Ruth Bocchino, City Clerk

**CITY OF GLADSTONE
TOWING CONTRACT PROPOSAL FORM**

The undersigned, having been familiarized with the requirements of the Proposal for a Tow Service Agreement with the City of Gladstone, hereby proposes to furnish towing and storage requested by the City of Gladstone for the following charges (these charges do not relate to City vehicles):

Item	Description	Amount
1.	Tow, auto, light truck hook-up	_____
2.	Flat bed tow	_____
3.	Impounded Vehicles	_____
4.	Abandoned/Junk/Stranded Vehicles	_____
5.	Jump Start-Disabled Vehicles	_____
6.	Flat Tire-Disabled Vehicles	_____
7.	Winching/Extraction/Rollovers	_____
8.	Dolly or Float	_____
9.	Wheel Lift	_____
10.	Extra Labor (addition personnel/truck)	_____
11.	Storage	_____
12.	Evidence Storage Fee (monthly)	_____
13.	Private Citizen's Vehicle/Lockout	_____
14.	Estimated Response Time from Tow Lot	_____
15.	Motorcycle Tow	_____
16.	City Vehicle outside 50 mile radius	_____
17.	Estimated Time to Tow Lot	_____
18.	Tow Lot Hours of Operation (open)	Y N 7 days per week
19.	Fuel Surcharge	_____

20. Meets all license requirements listed in Tow Service Agreement.

Yes____ No____

21. Meets all safety equipment requirements listed in Tow Service Agreement.

Yes____ No____

22. Meets all storage lot requirements listed in Tow Service Agreement.

Yes____ No____

23. Meets requirements for towing city vehicles listed in the Tow Service Agreement.

Yes____ No____

24. Meets all dispatching and response time requirements listed in the Tow Service Agreement.

Yes____ No____

25. Meets all insurance requirements listed in the Tow Service Agreement.

Yes____ No____

Request for Proposal (RFP)
Gladstone Department of Public Safety
7010 N. Holmes
Gladstone, Missouri 64118-2646

Towing Services

Issued: July 15, 2015

PFP Due: July 29, 2015

The Gladstone Department of Public Safety is requesting proposals for vehicle towing services.

Contact Information:

Captain J. R. Self
Gladstone Department of Public Safety
7110 N. Holmes
Gladstone, Missouri 64116-2646

(816) 423 4022
jeffs@gladstone.mo.us

Towing Services RFP

Gladstone Department of Public Safety

Introduction

The Gladstone Department of Public Safety (the Department) is interested in receiving proposals from local towing businesses (Respondent) for towing services.

Requirements

Persons submitting proposals are required to submit a signed City of Gladstone Towing Contract Proposal Form, which is attached hereto and the successful contractor will be required to sign an agreement to provide the towing services set forth in the attached Tow Service Agreement. All fees and charges set forth in the Towing Contract Proposal Form shall be based on the terms and specifications contained in the Tow Service Agreement. If any items on the Towing Contract Proposal Form require additional explanation, contractor may attach such information to the form. At a minimum the contractor shall provide the following information:

- A. The charge for police ordered tows, exclusive of City vehicles;
- B. The standard charge for towing;
- C. The standard charge for storage of impounded vehicles;
- D. The standard charge for storage of seized evidence vehicles;
- E. An estimated response time;
- F. Names and proof of CDL for tow truck operators.
- G. Applicable Mileage Charges
- H. Has the company contracted with the City of Gladstone in the past;
- I. List of other police departments company has contracted with;
- J. List of References
- K. Principal person who operates business;
- L. Length of time in tow business
- M. Number and geographic location of trucks used to service contract
- N. Method of truck dispatch.

Selection Criteria

The City will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP and received by the proposal due date and time specified in this request.

The successful Respondent will be selected based on criteria provided herein.

Evaluation Process

Each proposal received will be reviewed to determine that the Respondent meets the minimum requirements of the Request. Proposals will be reviewed for the one that best meets the criteria provided. The selected Respondent will provide a written demonstration on how the solution meets the requirements specified herein.

Evaluation and Selection Committee

The Department Command Staff and any other persons deemed necessary by the City will serve as an Evaluation and Selection Committee. The Evaluation and Selection Committee will determine the acceptability of each proposal by evaluating each according to the pre-established criteria described below and develop an overall ranking.

Evaluation Criteria

The criteria upon which evaluation of the proposals will be based include, but are not limited to the ability of the Respondent to satisfy the detailed functional and non-functional requirements specified in this RFP to include cost, quality of service, response time, processing time and security of premises.

The evaluation panel reserves the right to reject any or all proposals should they be deemed unsatisfactory or conclude that there are no satisfactory proposals and discontinue evaluations. The Department reserves the right to determine the best proposal submitted in the interest of the City of Gladstone

Selection of Reasonably Qualified Proposals

The Department will review the proposals submitted by all Respondents. Based on the relative importance of the price and other evaluation factors as listed in this section, the Department will determine which proposals are reasonably qualified.

Please be aware that the Department may use sources of information not supplied by the Respondent concerning the abilities to perform this work. Such sources may include, for example, current or past customers of the organization; current or past suppliers; civil and criminal court case review; articles from trade magazines; news releases and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the Department.

General information about Proposal Submission, Evaluation & Selection

The Department reserves the right, in its sole discretion, to reject all proposals and reissue this RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; and/or to cancel this RFP with or without issuing another RFP.

Exceptions

Any Respondent who claims an exception to any requirement shall detail, in writing, the reason and nature of exception.

Recommendation for Award

The Evaluation and Selection Committee will recommend that award be made to the responsible Respondent whose best and final offer is determined by the Department to be the most advantageous to the Department taking into consideration the relative importance of price and other evaluation factors.

The selected Respondent will execute a contract with the City.

The City Manager shall retain final decision on selection of tow service.

Timeline

<i>Date</i>	<i>Activity</i>
July 15, 2015	RFP Issued
July 15, 2015 to July 29, 2015	Questions and Answers
July 29, 2015 4:00PM	RFP Due to the following address: Director of Public Safety 7010 N. Holmes Gladstone, Missouri 64118
July 29, 2015 to August 3, 2015	Department Evaluation
August 3, 2015 to August 10, 2015	Contract Negotiations
TBA	Resolution by Council and Contract Authorization
Deadline for Proposals	July 29, 2015 at 4:00PM
Place of Submission	Gladstone Department of Public Safety 7010 N. Holmes Gladstone, Missouri 64116 Attn: Captain J.R. Self

Package Labeled: *Towing Services RFP*

All proposals must be received by the Director of Public Safety, by the specified date and time. All proposals must be in envelope with label to indicate **Towing Service** on the outside.

It is the responsibility of the Respondent to clearly mark and identify all sections or content of the proposal that, in the Respondent's opinion, contain trade secrets, confidential information, and other

proprietary information. Trade secrets contained in the proposals shall not be open for public inspection at any time.

All responses, proposals, and accompanying documentation except proprietary and intellectual property of the Respondent, shall become the property of the Department.

Miscellaneous

Venue and Jurisdiction

This contract shall be subject to the laws of the State of Missouri and venue shall lie in the courts of Clay County.

Non-Discrimination

In connection with the performance of work under this contract, the respondent agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, physical disability, sex, physical condition, developmental disability, sexual orientation, or national origin.

All work shall conform to all applicable industry, federal, state, and local laws, statutes, codes, ordinances, and standards.

Taxes

The successful Respondent shall not be in arrears in Federal, State or local taxes. The City of Gladstone is exempt from state and local taxes on purchases.

Hold Harmless

Respondent hereby agrees to release, indemnify, defend and hold harmless The City of Gladstone its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorneys' fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this contract by the consultant, its officers, officials, employees, agents, or assigns. The City of Gladstone does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Missouri Statutes.

Insurance Requirements

Respondent shall provide, and maintain at its own expense, during the term of this contract, the following insurance policies covering its operations hereunder, which are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) finally solvent and authorized to conduct business in the State of Missouri.

Worker's Compensation Insurance and Employers Liability.

- State statutory requirements worker's compensation limits - Employers Liability, \$500,00 each employee, \$500,000 each accident, & \$500,000 policy limit

Comprehensive General Liability

- Products and Completed Operations
- Personal Injury and Advertising Liability

Limits of insurance - \$2,000,000 Combined Single Limit

- Business Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles. Limits of insurance - \$2,000,000 Combined Single Limit.

Excess/Umbrella Liability

- Limit of Insurance \$1,000,000 per occurrence.

Proof of insurance shall be provided annually to the Director of Public Safety.

Additional Insured

The Respondent agrees that the Comprehensive General Liability and Business Automobile Liability Insurance policies shall be endorsed to name The City of Gladstone, as an additional insured and certificate holder with respect to: liability arising out of activities performed by or on behalf of the Respondent; products and completed operations of the consultant; premises owned, occupied or used by the Respondent; or automobiles owned, leased, hired or borrowed by the respondent. The coverage shall contain no special limitations on the scope of protection to the City of Gladstone.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the City of Gladstone or its representatives. In the event that the City of Gladstone determines that the limits need to be adjusted at sometime after the initial term of the contract, the City shall give notice to the Respondent in writing of the new limits and the Respondent shall make such adjustments to its insurance coverage within sixty days of such notice.

Subcontractors

Subcontractors of the Respondent shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meets the same requirements outlined for the Respondent.

Waiver of Subrogation

Insurers shall waive all subrogation rights against the City of Gladstone on all required insurance policies.

Cancellation Notice

The City of Gladstone will be given thirty days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid certificate of Insurance shall be issued to The City of Gladstone. Certificates must bear the signature of the insurer's authorized representative. The insurance certificate must be issued by companies licensed to do business in the State of Missouri or signed by an agent licensed in the State of Missouri and authorized to sign said certificate. The certificates of insurance shall include reference to the contract name or RFP name in the description section of the certificate.

The certificate of insurance shall be delivered to the City of Gladstone at the address below prior to the execution of the contract.

License

Respondent shall submit proof of all applicable State, County and Local, Tow and Business licenses.

Request for Proposals

Towing Services

Sealed proposals for a **Towing Services** will be received by the City of Gladstone, MO at City Hall, 7010 N. Holmes, until 4:00 PM Wednesday, July 29, 2015. Additional information can be found at www.gladstone.mo.us/documents/rfp. Direct questions to JeffS@gladstone.mo.us

Glad Rents, Inc.

*Equipment Rental – Party Rental
Towing & Hauling*

Proposal Package for Towing Services

Police Departments other than the City of Gladstone that Glad Rents, Inc. currently tows for:

- North Kansas City Police Department
- Northmoor Police Department
- Oakview Police Department
- Clay County Sheriff's Department
- Riverside Public Safety Department
- Clay Como Police Department
- Pleasant Valley Police Department
- Randolph Police Department
- Missouri Highway Patrol

Principal of Glad Rents, Inc.:

- Linda F Kracht – President

Years in Business:

- 38 Years

Location & Description of Tow Lot:

- 6800 N Oak Gladstone Mo 64118
- Manned & Security Monitored
- Security Fence

Number of Trucks:

- 4 Roll Back Flat Beds with Wheel Lifts
- 1 Wrecker with Wheel lift

Number of Motor cycle Trailer:

- 3 Motor Cycle Trailers

Method of Dispatch:

- Phone
- Text
- Radio

6800 N Oak – Gladstone MO 64118
Phone 816-436-0900 – Fax 816-436-5812
www.gladrentsinc.com

**CITY OF GLADSTONE
TOWING CONTRACT PROPOSAL FORM**

The undersigned, having been familiarized with the requirements of the Proposal for a Tow Service Agreement with the City of Gladstone, hereby proposes to furnish towing and storage requested by the City of Gladstone for the following charges (these charges do not relate to City vehicles):

Item	Description	Amount
1.	Tow, auto, light truck hook-up	<u>\$45</u>
2.	Flat bed tow	<u>\$45</u>
3.	Impounded Vehicles	<u>\$45</u>
4.	Abandoned/Junk/Stranded Vehicles	<u>\$45</u>
5.	Jump Start-Disabled Vehicles	<u>\$45</u>
6.	Flat Tire-Disabled Vehicles	<u>\$45</u>
7.	Winching/Extraction/Rollovers	<u>\$2.00 per ft</u>
8.	Dolly or Float	<u>\$45</u>
9.	Wheel Lift	<u>\$45</u>
10.	Extra Labor (addition personnel/truck)	<u>\$50</u>
11.	Storage	<u>\$30</u>
12.	Evidence Storage Fee (monthly)	<u>\$0</u>
13.	Private Citizen's Vehicle/Lockout	<u>\$50</u>
14.	Estimated Response Time from Tow Lot	<u>10 min</u>
15.	Motorcycle Tow	<u>\$45</u>
16.	City Vehicle outside 50 mile radius	<u>\$1.00</u>
17.	Estimated Time to Tow Lot	<u>10 min</u>
18.	Tow Lot Hours of Operation (open) Monday-Saturday (8 am to 5 pm) / Sunday 9 am to 4 pm)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N 7 days per week
19.	Fuel Surcharge	<u>15 %</u>

20. Meets all license requirements listed in Tow Service Agreement.

Yes ☒ No ☐

21. Meets all safety equipment requirements listed in Tow Service Agreement.

Yes ☒ No ☐

22. Meets all storage lot requirements listed in Tow Service Agreement.

Yes ☒ No ☐

23. Meets requirements for towing city vehicles listed in the Tow Service Agreement.

Yes ☒ No ☐

24. Meets all dispatching and response time requirements listed in the Tow Service Agreement.

Yes ☒ No ☐

25. Meets all insurance requirements listed in the Tow Service Agreement.

Yes ☒ No ☐

OCCUPATIONAL LICENSE

Business Name: Glad Rents
Location Address: 6800 N Oak Trfy
License Number/Class: BL-16-03171
Issue Date: 06/17/2015

Business License

Expiration date: 06/30/2016

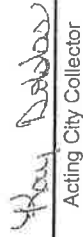
Post in Conspicuous Place
At Location Licensed
NOT TRANSFERABLE

Pursuant to City Ordinances and
conditioned upon payment of the
required fee or tax due, subject to
audit and zoning requirements,
License is hereby granted for the
term and purpose stated.

Glad Rents
6800 N Oak Trfy
GLADSTONE, MO 64118


Mayor


City Clerk


Acting City Collector



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Power Group Risk Services P.O. Box 11290 Overland Park KS 66207		CONTACT NAME: Sharon Reeves PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: sreeves@pgcompanies.com ADDRESS:															
INSURED Glad Rents Inc. 6800 North Oak Trafficway Gladstone MO 64118		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Plaza Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: StarNet Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Plaza Insurance Company		INSURER B: StarNet Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** CL14123111455 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PTOWK004078-02	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> towing operation						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PTOWK004078-02	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						Medical payments \$ 2,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ 3,000,000
A	UMBRELLA LIAB			PCULK004081-02	1/1/2015	1/1/2016	AGGREGATE \$ 3,000,000
	EXCESS LIAB						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BNUWC0122491	1/5/2015	1/5/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Gladstone, MO
 Attn: Michael Hasty
 7010 N. Holmes
 Kansas City, MO 64118

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Allan Gardner/SHASH

City of Gladstone, Missouri Tow Service Agreement

This Agreement, made and entered into this ____ day of _____, _____ by and between the City of Gladstone, Missouri a municipal corporation, hereinafter sometimes called "City", and _____: hereinafter called "The Contractor", for the purpose of providing towing and storage services to the City at the City's request, the City and Contractor hereby agree to the following terms and conditions:

1. Definitions:

"Police Ordered Tow" is defined as being those tows, as ordered by the Public Safety Department for:

- A. Abandoned Vehicles;
- B. Illegally Parked Vehicles;
- C. Impounded Vehicles;
- D. Wrecked Vehicles, where the owner/driver, for whatever reason, is not capable of requesting tow service;
- E. The tow service, as requested by the owner/driver, is unable to respond within a reasonable period of time;
- F. The owner/driver does not have a preferred tow service; or
- G. Those items of evidence necessitating the services of a tow truck for recovery.

"Storage Fee" is defined as being a fee charged for the storage of a vehicle on the approved lot of the Contractor per each calendar day. For the purposes of administration, the first day's storage will be assessed at 12:01 a.m. of the day following tow and at 12:01 a.m. on each day thereafter and the storage lot shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00a.m. to 12:00 noon on Saturday.

"Evidence Storage Fee" is defined as being a fee charged for the storage of a vehicle, which has been seized for evidence, on the approved lot of the Contractor per each month. For the purposes of administration, the first month's storage will be assessed at 12:01 a.m. of the day following tow and continued for a month, which by definition shall be thirty (30) days. The storage lot shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12 noon on Sunday.

"Tow Charge" shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking doors, freeing the steering column, disconnecting the driveline, winching, using a dolly and mileage charges. Motorcycles must be towed on a motorcycle trailer.

2. **Insurance.** The Contractor shall maintain in full force and effect throughout the period of this Agreement general liability insurance covering bodily injury, liability and property damage in an amount not less than \$2,000,000 combined single limit. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of the contract with the Contractor and the City shall be named as an additional insured on all said policies. The City shall receive at least ten (10) days written notice prior to cancellation of any insurance.
3. **Occupational License.** The Contractor shall have an occupational license from the City of Gladstone, Clay County Tow License and State license.
4. **Operators Licenses.** The Contractor shall provide the City a list of tow truck operators and verification of the appropriate operators licenses. The City reserves the right to reject any tow truck operator, if in the sole determination of the City, such operator's driving record contains traffic violations that reflect an unsatisfactory safety record.
5. **Safety Equipment.** The Contractor shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8" chain), absorbent material and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.
6. **Response.** The Contractor shall maintain and provide the necessary equipment, personnel and service to respond as required twenty-four (24) hours a day, three hundred sixty five (365) days per year to police ordered tows. The Contractor shall respond within a twenty (20) minute time period under normal road and traffic conditions, with priority given to the Gladstone Public Safety Department requests for service.
7. **Storage Lot.** The Contractor shall own or lease a storage lot within the city limits of Gladstone, Missouri, which shall be utilized by Contractor for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against intrusion of unauthorized persons and provide a minimum storage capacity for twenty (20) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicle or materials inside the fenced enclosure from off the premises. The lot shall have video surveillance of the entry and exit points and the areas where towed vehicles are stored. This video surveillance shall be recorded and searchable. The storage lot operated by the Contractor within the city limits shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 noon on Saturday for an owner to retrieve a vehicle towed to the lot.

8. **Tow of City Vehicles.** The Contractor shall provide towing service for all vehicles owned by the City of Gladstone that are no larger than passenger cars or pick-up trucks One (1) ton or less, within a fifty (50) mile radius from Gladstone city limits, at no charge.
9. **Hold Harmless.** The Contractor shall protect and hold harmless the City of Gladstone from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the Contractor shall protect and hold harmless the City of Gladstone from any and all claims for any loss, damage or injuries sustained by a person or entity arising out of the award of this contract.
10. **Other Regulations of City.** The Contractor shall obtain a copy of the Tow Vehicle Ordinance sections 4.115.010 through 4.115.060 of the City of Gladstone Code of Laws and obey all regulations set forth in the ordinance and provisions regulating tow vehicles.
11. **Accident Debris.** The Contractor shall completely remove accident debris from the roadway, curb and gutter.
12. **Public Safety Access to Storage Lot.** The Contractor shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Gladstone Public Safety Department.
13. **Towing Service Information Sheet.** The Contractor shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable the information sheet will be provided to the Gladstone Police Officer requesting the tow.
14. **Monthly Report.** The Contractor shall provide the City of Gladstone Public Safety Department with a monthly report that indicates the release and or disposition of each vehicle towed by the Contractor.
15. **Release of Vehicles.** The Contractor shall not release a vehicle of a Police Ordered Tow without a valid Gladstone Public Safety Department release form.
16. **Tow Rates.** The Contractor agrees to provide the services set forth herein at the rates provided in Exhibit "A" that is attached hereto and incorporated herein by reference.

17. **Dispatch.** The City agrees to dispatch the Contractor to the site of any police ordered tow during the term of this Agreement. However, it is expressly understood by the parties hereto that if the Public Safety Department is unable to contact Contractor for any reason is otherwise unable to obtain a response to the scene from Contractor within reasonable period of time, that another tow operator may be contacted by the Public Safety Department for the removal of the subject vehicle(s) and such shall not be deemed a breach of the Agreement. Determination of whether the Contractor or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.
18. **Term.** This Agreement, its terms, conditions, provisions, covenants, duties, responsibilities and liabilities of the Parties shall remain in effect for a period of five (5) years or so long as the Parties hereto act and perform in accordance with this Agreement. The term of this Agreement shall commence at 12:01 a.m. January 1, 2016 and expire at 11:59 p.m. December 31, 2020.
19. **Option to Extend Term.** The City shall have the option to extend the term of this Agreement for two additional twenty-four (24) month periods. The City will notify the Contractor not less than sixty days prior to the expiration of the initial five (5) year term of the Agreement of its decision to exercise this option.
20. **Waiver.** A waiver by any party of any breach or default of another party to this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default, nor a waiver or permission, expressed or implied, for any subsequent breach or default.
21. **Modifications.** This Agreement and the attachments hereto contain the entire understanding between the parties hereto. No modification of this Agreement shall be binding unless the same is agreed to in writing between the parties.
22. **Assignment.** Contractor may not assign this Agreement without the written consent of the City of Gladstone.
23. **Binding Effect.** The provisions of this Agreement shall bind and ensure to the benefit of the successors and assigns of each Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in five (5) counterparts, each shall be considered and construed an original.

CONTRACTOR

By: _____



CITY OF GLADSTONE, MISSOURI

By: _____

Kirk L. Davis, City Manager

Attest:

Ruth Bocchino, City Clerk



"Quality in Every Repair Service You Deserve"

Terry Looney, Jr.

Tow Operations Manager

Terry@precisioncollisionkc.com

Pleasant Valley, MO

Day/816.781.9630

Fax/816.781.9634

Gladstone, MO

Day/816.468.4011

Fax/816.468.4256

24 Hr. Tow Phone/816.291.0497

www.precisioncollisionkc.com

City of Gladstone, Missouri Tow Service Agreement

This Agreement, made and entered into this 27 day of July, 2015 by and between the City of Gladstone, Missouri a municipal corporation, hereinafter sometimes called "City", and Precision Collision: hereinafter called "The Contractor", for the purpose of providing towing and storage services to the City at the City's request, the City and Contractor hereby agree to the following terms and conditions:

1. Definitions:

"Police Ordered Tow" is defined as being those tows, as ordered by the Public Safety Department for:

- A. Abandoned Vehicles;
- B. Illegally Parked Vehicles;
- C. Impounded Vehicles;
- D. Wrecked Vehicles, where the owner/driver, for whatever reason, is not capable of requesting tow service;
- E. The tow service, as requested by the owner/driver, is unable to respond within a reasonable period of time;
- F. The owner/driver does not have a preferred tow service; or
- G. Those items of evidence necessitating the services of a tow truck for recovery.

"Storage Fee" is defined as being a fee charged for the storage of a vehicle on the approved lot of the Contractor per each calendar day. For the purposes of administration, the first day's storage will be assessed at 12:01 a.m. of the day following tow and at 12:01 a.m. on each day thereafter and the storage lot shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 noon on Saturday.

"Evidence Storage Fee" is defined as being a fee charged for the storage of a vehicle, which has been seized for evidence, on the approved lot of the Contractor per each month. For the purposes of administration, the first month's storage will be assessed at 12:01 a.m. of the day following tow and continued for a month, which by definition shall be thirty (30) days. The storage lot shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12 noon on Sunday.

"Tow Charge" shall include any charge for preparation and towing of a vehicle including, but not limited to: unlocking doors, freeing the steering column, disconnecting the driveline, winching, using a dolly and mileage charges. Motorcycles must be towed on a motorcycle trailer.

2. **Insurance.** The Contractor shall maintain in full force and effect throughout the period of this Agreement general liability insurance covering bodily injury, liability and property damage in an amount not less than \$2,000,000 combined single limit. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of the contract with the Contractor and the City shall be named as an additional insured on all said policies. The City shall receive at least ten (10) days written notice prior to cancellation of any insurance.
3. **Occupational License.** The Contractor shall have an occupational license from the City of Gladstone, Clay County Tow License and State license.
4. **Operators Licenses.** The Contractor shall provide the City a list of tow truck operators and verification of the appropriate operators licenses. The City reserves the right to reject any tow truck operator, if in the sole determination of the City, such operator's driving record contains traffic violations that reflect an unsatisfactory safety record.
5. **Safety Equipment.** The Contractor shall insure that all vehicles are equipped with fire extinguishers, safety chains (minimum 3/8" chain), absorbent material and auxiliary tail light hook-ups on every tow truck utilized for towing vehicles.
6. **Response.** The Contractor shall maintain and provide the necessary equipment, personnel and service to respond as required twenty-four (24) hours a day, three hundred sixty five (365) days per year to police ordered tows. The Contractor shall respond within a twenty (20) minute time period under normal road and traffic conditions, with priority given to the Gladstone Public Safety Department requests for service.
7. **Storage Lot.** The Contractor shall own or lease a storage lot within the city limits of Gladstone, Missouri, which shall be utilized by Contractor for every tow required hereunder, unless another location is designated by the owner/operator of the vehicle and approved by the requesting officer. The storage lot must be completely enclosed by an opaque chain link fence at least six feet high, sufficiently secured to protect against intrusion of unauthorized persons and provide a minimum storage capacity for twenty (20) vehicles. Such fencing shall be completely opaque, with any open areas in the fencing (such as gates) positioned away from residential structures. Such fencing shall not allow the view of any vehicle or materials inside the fenced enclosure from off the premises. The lot shall have video surveillance of the entry and exit points and the areas where towed vehicles are stored. This video surveillance shall be recorded and searchable. The storage lot operated by the Contractor within the city limits shall be open between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 noon on Saturday for an owner to retrieve a vehicle towed to the lot.

8. **Tow of City Vehicles.** The Contractor shall provide towing service for all vehicles owned by the City of Gladstone that are no larger than passenger cars or pick-up trucks One (1) ton or less, within a fifty (50) mile radius from Gladstone city limits, at no charge.
9. **Hold Harmless.** The Contractor shall protect and hold harmless the City of Gladstone from any and all claims, for any loss, damage or injuries sustained by any person or property which may arise out of the towing of a vehicle and/or involving the contents of a towed vehicle. In addition, the Contractor shall protect and hold harmless the City of Gladstone from any and all claims for any loss, damage or injuries sustained by a person or entity arising out of the award of this contract.
10. **Other Regulations of City.** The Contractor shall obtain a copy of the Tow Vehicle Ordinance sections 4.115.010 through 4.115.060 of the City of Gladstone Code of Laws and obey all regulations set forth in the ordinance and provisions regulating tow vehicles.
11. **Accident Debris.** The Contractor shall completely remove accident debris from the roadway, curb and gutter.
12. **Public Safety Access to Storage Lot.** The Contractor shall provide 24-hour access to the storage lot for the purpose of evidence processing for the Gladstone Public Safety Department.
13. **Towing Service Information Sheet.** The Contractor shall provide a Towing Service Information Sheet to all customers which includes: Contractor's name, address, tow lot address, phone number, hours of operation, price list of services and designation of a private or police tow. If the owner/operator is unavailable the information sheet will be provided to the Gladstone Police Officer requesting the tow.
14. **Monthly Report.** The Contractor shall provide the City of Gladstone Public Safety Department with a monthly report that indicates the release and or disposition of each vehicle towed by the Contractor.
15. **Release of Vehicles.** The Contractor shall not release a vehicle of a Police Ordered Tow without a valid Gladstone Public Safety Department release form.
16. **Tow Rates.** The Contractor agrees to provide the services set forth herein at the rates provided in Exhibit "A" that is attached hereto and incorporated herein by reference.

17. **Dispatch.** The City agrees to dispatch the Contractor to the site of any police ordered tow during the term of this Agreement. However, it is expressly understood by the parties hereto that if the Public Safety Department is unable to contact Contractor for any reason is otherwise unable to obtain a response to the scene from Contractor within reasonable period of time, that another tow operator may be contacted by the Public Safety Department for the removal of the subject vehicle(s) and such shall not be deemed a breach of the Agreement. Determination of whether the Contractor or any other tow services may respond "within a reasonable period of time" shall be at the sole discretion of the requesting officer, based on the facts and circumstances of the requested tow.
18. **Term.** This Agreement, its terms, conditions, provisions, covenants, duties, responsibilities and liabilities of the Parties shall remain in effect for a period of five (5) years or so long as the Parties hereto act and perform in accordance with this Agreement. The term of this Agreement shall commence at 12:01 a.m. January 1, 2016 and expire at 11:59 p.m. December 31, 2020.
19. **Option to Extend Term.** The City shall have the option to extend the term of this Agreement for two additional twenty-four (24) month periods. The City will notify the Contractor not less than sixty days prior to the expiration of the initial five (5) year term of the Agreement of its decision to exercise this option.
20. **Waiver.** A waiver by any party of any breach or default of another party to this Agreement shall not be deemed or construed to be a continuing waiver of such breach or default, nor a waiver or permission, expressed or implied, for any subsequent breach or default.
21. **Modifications.** This Agreement and the attachments hereto contain the entire understanding between the parties hereto. No modification of this Agreement shall be binding unless the same is agreed to in writing between the parties.
22. **Assignment.** Contractor may not assign this Agreement without the written consent of the City of Gladstone.
23. **Binding Effect.** The provisions of this Agreement shall bind and ensure to the benefit of the successors and assigns of each Party to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in five (5) counterparts, each shall be considered and construed an original.

CONTRACTOR

By: Ty L Tow Operations Manager
Precision Collision Tow @ Rec

CITY OF GLADSTONE, MISSOURI

By: _____
Kirk L. Davis, City Manager

Attest:

Ruth Bocchino, City Clerk



Dispatch & Tracking Solutions
2121 Sage Road, Suite 380
Houston, TX 77056-4305

July 29, 2015

Gladstone Department of Public Safety
7110 N. Holmes
Gladstone, MO 64116

Attention: Captain J. R. Self

Re: **Towing Services**
Request for Proposal

Captain Self:

Sameis Holdings LLC dba Tow Missouri, powered by Dispatch & Tracking Solutions (DTS) is providing an “instead” response to the above referenced RFP.

- Instead of making a call to one or multiple tow providers, call Tow Missouri. The software used by our Dispatch Center staff will manage the rotation of multiple tow providers selecting the next tow provider with the correct equipment.
- Instead of creating internal reports for the DPS, the City or the State, let our platform generate them for you. We currently have 250 reports, all of which are available in real-time and can be accessed by anyone that you approve.
- Instead of responding to the “where’s my car” and “what does it cost” calls and not knowing the answer, direct your citizens to www.TowedCar.com (for evidentiary tows, the location is not provided). With a smartphone they can locate their vehicle, together with the requirements for release and acceptable fees.
- Instead of filling out Gladstone, or Missouri forms, let our software auto-populate them for you.
- Instead of contracting with one large tow provider, we can facilitate the engagement of many tow providers from throughout Gladstone, including small, veteran-owned, and disadvantaged firms that otherwise could not participate because of various requirements, thus improving the City’s inclusion goals.
- Instead of organizing insurance certificates, vehicle certifications and various driver requirements, let us do that for you.
- Instead of spending dozens of hours investigating towing infractions, use our software platform to provide a real-time audit trail of all components of every tow.
- Instead of the City paying for all these “insteads”, let us include them in the tow fee.

Here's the Tow Missouri proposal: Gladstone completes the above referenced RFP and selects the firm/s with the best qualifications as the City's primary tow provider/s. Next, engage Tow Missouri to provide the central dispatch for a small dispatch fee. Tow Missouri will then provide a rotational dispatch to City-selected towers, or members of our Tow Missouri Tow Provider Network, or both.

For 20 years Dispatch & Tracking Solutions has been providing management solutions to the towing community – serving over 600 government departments and law enforcement agencies with hundreds of tow providers and over 2 million impounds across 14 states and Canada.

The solution Tow Missouri is proposing will utilize the maximum number of local tow providers, dispatched from our Dispatch Center, using our cutting-edge software Law Enforcement Tow System (LETS). LETS was developed with law enforcement, for law enforcement. It has become the national standard for comprehensive tow management. We are aware of no firm that can match this experience.

All qualified tow providers in Gladstone will be included in the rotation.

The Tow Missouri solution will provide a more efficient, and user-friendly approach to the entire impound life cycle. Such approach will offer maximum and redundant coverage, yielding dozens of benefits to Gladstone including the following:

Single point of contact – Gladstone will receive the efficiency of a single focus for responsibility.

Reduced response times – With multiple tow providers and softer tow boundaries, the overlapping redundancies will provide a reduction in response times.

Voiceless dispatch - Following a DPS request, the next tow provider with the appropriate equipment is immediately dispatched to the scene. Voice and text messaging provide backup for the tow provider.

Hold / Release / Auction. Every impound has a reason. These **Reason Codes** are customized for Gladstone and are attached to each impound. From a DUI to a parking violation, the Reason Code establishes the criteria for release, thus simplifying the process and generating immediate revenue for the City. Law enforcement hold and release functions can be handled in real time via the internet. Similarly, approvals for auction / scrap can be handled in the same manner. This will reduce the work load of the DPS City personnel and save citizens time in reclaiming their vehicles.

Transparency – With such a system in place, the City of Gladstone, and all citizens, benefit from full transparency.

Tow charges – Only approved tow fees can be charged through auto-generated invoices. The actual invoice can be viewed in real time by DPS staff.

Forms and letters – Required DPS, and State forms can be auto-populated, reducing staff time and errors.

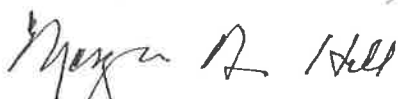
Audit trail – Every key stroke is captured in our system, together with the specific change and its origin.

Owner access – Public, DPS, and City access is also offered via our public portal www.TowedCar.com providing vehicle location, charges, and requirements for release from the impound lot.

Providing impound services for DPS-initiated impounds is just the tip of our service option iceberg. Tow Missouri can also provide a robust management solution, a private property impound database and reporting service, together with a public portal for citizens to locate their vehicle and understand acceptable fees and release requirements. We also offer a lien release module together with the necessary mail and electronic notification features for lien holders, registered owners, and insurers.

DTS offers unmatched experience and credibility. We are anxious to demo our solution for the City of Gladstone.

Sincerely,



Morgan A. Hill
Managing Director
Dispatch & Tracking Solutions
mhill@dtstdispatch.com
713 355-1100

P.S. If our proposal of outsourcing all administrative towing issues to DTS is an idea the City might like to pursue tomorrow rather than today, here's another idea for Gladstone: select Tow Missouri as one of the City's contract tow providers. Regardless of how many actual tow requests are directed to DTS, if any at all, the City will have secured the option to add these additional DTS services at any time without the inconvenience of a selection process. This is also a good opportunity to test our system at no cost to the City of Gladstone.



LETS™

Improve tow response times, increase contractor compliance and streamline departmental business processes.

Millions of tow requests are made every year by U.S. Law enforcement agencies placing a significant burden on valuable time, personnel, and data management resources. Dealing with an increasing number of impounded and towed vehicles using manual systems for tracking, communications and revenue recovery has become a substantial challenge for law enforcement.

DTS introduces LETS, a powerful, web hosted application focused on automating the way agencies summon, oversee and manage tow requests. Through seamless integration in one easy to use system, operation and administrative resources are now able to leverage tow coordination efforts and securely share information with inter-agency departments and contract tow providers.

LETS Key Benefits

- Reduce Officer Wait Time
- Improve Public Service
- Reduce Dispatch Call time
- Increase Fee Collections
- Reduce Department Liability

[illegible][illegible]

Are your agency's resources better used for fighting crime or investigating vehicle impounds?

Is your department at risk from lack of tow contractor oversight?

Optimize Efficiency With direct CAD integration, voiceless call routing and powerful web based reporting tools; both traffic administration and operations can continually monitor tow provider location, vehicle status and ETA's. Direct access to tow charges provides on line, on demand billing and administration fee collection completely eliminating manual entry.

Enforce Tow Contractor Oversight

Response times can be tracked in real time, providing agencies up to the minute efficiency reports and tow provider key performance indicators. LETS seamlessly connects departments with tow companies ensuring 360° oversight and regulation of impound fees, vehicle disposition and lien sales.

Dispatch Automation

- Voiceless Tow Dispatch
- Automatic Selection Routing
- CAD/MDT Integration
- Real Time Tracking and Reporting

Field Supervision

- Habitual Offender Tracking
- Automated RMS Integration
- On Demand Vehicle Hold/Releases
- Comprehensive Audit Trails
- User Defined Letters and Reports

Agency Collections

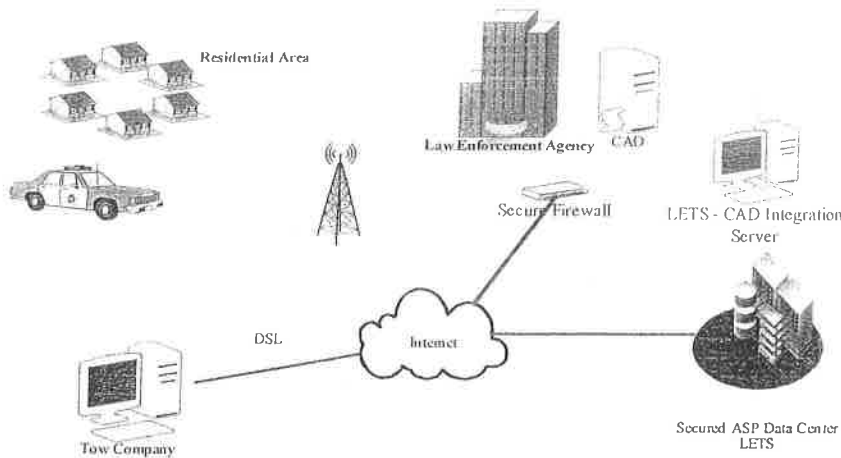
- Admin Fee Collection and Reporting
- Payment and Write Off Tracking

Secure, Reliable Architecture

- Web Hosted
- DOD Level Security
- Java/SQL Based

Headquarters
Dispatch & Tracking Solutions
2121 Sage Road, Suite 380
Houston, TX 77056
713-355-1100

Dispatch & Tracking Solutions
1301 Dove Street Suite 300
Newport Beach, CA 92660
949.267-7005



ASP Hosting Benefits

The standard DTS installation model provides ASP hosting. Under the ASP installation model, DTS provides all hardware and hosting services including monitoring and backup services. This frees law enforcement IT resources from the need to host and maintain the system. It also eliminates the cost of server hardware.

IT Benefits

- ⊗ Low impact on law enforcement IT Resources
- ⊗ No hardware (server) purchase required
- ⊗ No maintenance costs
- ⊗ Flexible and centralized updates
- ⊗ Flexible and secure user connectivity (secure web browser)

Reliability

- ⊗ 24 hour staff on site
- ⊗ 24 hour intrusion detection and prevention
- ⊗ 24 hour event tracking – monitoring

Physical Security

- ⊗ 24 hour guard gated security
- ⊗ 24 hour motion sensors – video surveillance
- ⊗ Employee criminal – drug background checks
- ⊗ Fire-earthquake-environmental protection

Data Security

- ⊗ SSL 128 bit encryption
- ⊗ Monitored Firewall protection
- ⊗ Redundant network support

Time and Event Log

Auto Tracks by Date & Time:

- ⊗ When Tow Dispatched
- ⊗ When Dispatch Accepted
- ⊗ Tow Truck Arrive Time
- ⊗ When Vehicle Released

Automated Vehicle Hold

- ⊗ Automated Hold/Removal
- ⊗ Pre-set Hold Until Dates
- ⊗ Hold Notification

Lien Auction Tracking

- ⊗ Lien Start/Remove Date
- ⊗ Lien Excess Tracking
- ⊗ Lien Letters and Notification

Real Time Reports

- ⊗ Tow company Response Time and Exception reports
- ⊗ Vehicle Hold report
- ⊗ Vehicle Storage report
- ⊗ Lien/Auction Summary report
- ⊗ Active Call report
- ⊗ Call Status report
- ⊗ Officer Requesting Tow report
- ⊗ Contractor Driver Detail report

Two-Way Text Messaging

- ⊗ Using cell phones / pagers, drivers can see call details and update call status

Call Status Report						
Start Date: 12/20/01 End Date: 12/20/01						
Printable Version						
No.	Contract	Call No.	Call No.	Call No.	Call No.	Call No.
1	101	1010000001	1010000001	1010000001	1010000001	1010000001
2	101	1010000002	1010000002	1010000002	1010000002	1010000002
3	101	1010000003	1010000003	1010000003	1010000003	1010000003
4	101	1010000004	1010000004	1010000004	1010000004	1010000004
5	101	1010000005	1010000005	1010000005	1010000005	1010000005
6	101	1010000006	1010000006	1010000006	1010000006	1010000006
7	101	1010000007	1010000007	1010000007	1010000007	1010000007
8	101	1010000008	1010000008	1010000008	1010000008	1010000008
9	101	1010000009	1010000009	1010000009	1010000009	1010000009
10	101	1010000010	1010000010	1010000010	1010000010	1010000010

Custom Letters

Customize & Auto Print:

- ⊗ Hold Letters
- ⊗ Hold Release Letters
- ⊗ Abandoned Vehicle Letters
- ⊗ Lien/Auction Letters
- ⊗ Recovered Stolen Vehicles

Headquarters
Dispatch & Tracking Solutions
2121 Sage Road, Suite 380
Houston, TX 77058
(713) 854-1100

Offices
Dispatch & Tracking Solutions
1301 Dow Street, Suite 300
Newport Beach, CA 92660
(949) 567-7005

www.dtsdispatch.com

References

<p>Fresno Police Department 2326 Fresno Street Fresno, CA 93721 Uses DTS to manage Law Enforcement Initiated tows and Tower compliance. LETS user since January, 2012 Value \$98,000 annually</p>	<p>Officer Dalan Richards Dalan.Richards@fresno.gov (559) 621-5068 Office (559) 288-7770 Cell</p>
<p>Orange County Sheriff's Department 11 Journey Aliso Viejo, CA 92656 Uses DTS to manage Law Enforcement Initiated tows and Tower compliance. LETS user since May, 2001 Value \$84,000 annually</p>	<p>Ann K. Guba Orange County Sheriff's Department Investigative Assistant /Traffic Bureau gubaak@ocsd.org Desk: (949) 425-1849 Fax: (949) 425-1893</p>
<p>Bowie Police Department 15901 Excalibur Road Bowie, MD 20716 Since December, 2012</p>	<p>Deputy Chief Dwayne Preston dpreston@cityofbowie.org (301) 575-2480</p>
<p>Clovis Police Department City of Clovis- PD 1233 5th Street Clovis, CA 93612</p>	<p>John Weaver Officer JohnWe@ci.clovis.ca.us (559) 324-2800</p>
<p>Fayetteville Police Department 467 hay Street Fayetteville, NC. 28301 VINS user since</p>	<p>Sgt. Eric Dow Traffic Unit Supervisor MDow@ci.fay.nc.us (910) 433-1561</p>
<p>Peoria Police Department 8351 W. Cinnabar Avenue Peoria, AZ. 85345 VINS user since July, 2010</p>	<p>Richard Hyde Impound Vehicle Coordinator Rick.hyde@peoriaaz.gov (623)773-5055</p>

**CITY OF GLADSTONE
TOWING CONTRACT PROPOSAL FORM**

The undersigned, having been familiarized with the requirements of the Proposal for a Tow Service Agreement with the City of Gladstone, hereby proposes to furnish towing and storage requested by the City of Gladstone for the following charges (these charges do not relate to City vehicles):

Item	Description	Amount
1.	Tow, auto, light truck hook-up	<u>\$165.00</u>
2.	Flat bed tow	<u>\$170.00</u>
3.	Impounded Vehicles	<u>\$165.00</u>
4.	Abandoned/Junk/Stranded Vehicles	<u>\$170.00</u>
5.	Jump Start-Disabled Vehicles	<u>\$65.00</u>
6.	Flat Tire-Disabled Vehicles	<u>\$65.00</u>
7.	Winching/Extraction/Rollovers	<u>\$100.00 / hr</u>
8.	Dolly or Float	<u>\$65.00</u>
9.	Wheel Lift	<u>\$65.00</u>
10.	Extra Labor (addition personnel/truck)	<u>\$100.00</u>
11.	Storage	<u>\$45.00 / day</u>
12.	Evidence Storage Fee (monthly)	<u>\$800.00</u>
13.	Private Citizen's Vehicle/Lockout	<u>\$65.00</u>
14.	Estimated Response Time from Tow Lot	<u>20 min.</u>
15.	Motorcycle Tow	<u>\$165.00</u>
16.	City Vehicle outside 50 mile radius	<u>\$250.00</u>
17.	Estimated Time to Tow Lot	<u>90 min.</u>
18.	Tow Lot Hours of Operation (open)	<u>Y</u> <u>N</u> 7 days per week
19.	Fuel Surcharge	<u>- 0 -</u>

20. Meets all license requirements listed in Tow Service Agreement.

Yes ☐* No ☐

21. Meets all safety equipment requirements listed in Tow Service Agreement.

Yes ☐* No ☐

22. Meets all storage lot requirements listed in Tow Service Agreement.

Yes ☐* No ☐

23. Meets requirements for towing city vehicles listed in the Tow Service Agreement.

Yes ☐* No ☐

24. Meets all dispatching and response time requirements listed in the Tow Service Agreement.

Yes ☒ No ☐

25. Meets all insurance requirements listed in the Tow Service Agreement.

Yes ☐* No ☐

* Requirements will be met through subcontractors

Memo

To: Kirk L. Davis, City Manager

From: Chief Michael J. Hasty, Director of Public Safety

CC: Scott Wingerson, Assistant City Manager
Randall Thompson, City Attorney
Cathy Swenson, City Clerk
Captain Jesse McLendon, Support Services Division Commander

Date: November 19, 2013

Re: TOW SERVICE CONTRACT

Earlier this year, I prepared a report detailing research on how area law enforcement agencies manage tow service requests (see Public Safety Administration Memorandum "MJH 13-34" August 20, 2013 - attached). The current tow and vehicle storage services contract with Glad Rents, Inc. (6800 N. Oak Trafficway Gladstone, MO), expires December 31, 2013. A review of the services provided by Glad Rents, Inc. pursuant to the contract reveals all requirements and expectations of performance have been met or exceeded. The contract provides the city with one final option for extending the agreement for two years; January 1, 2014 to December 31, 2015.

Based upon the analysis of performance by Glad Rents Inc. under the terms of the contract, I recommend the city exercise its option to extend the current agreement two additional years as specified. A resolution authorizing you to extend the contract to December 31, 2015 has been placed on the November 25, 2013 City Council Meeting Agenda. This is the last extension option provided for in the agreement. Please advise if you have any questions or require any further information.

Memo

To: Kirk L. Davis, City Manager

From: Chief Michael J. Hasty, Director of Public Safety

CC: Scott Wingerson, Assistant City Manager
Randall Thompson, City Attorney
Cathy Swenson, City Clerk
Captain Jesse L. McLendon, Support Services Division Commander

Date: August 20, 2013

Re: TOW SERVICE CONTRACT

Captain Jesse McLendon has completed research on how law enforcement agencies in the Kansas City metropolitan area manage tow service requests. Captain McLendon solicited information regarding "police tows," defined as those instances where the police requested tow services to remove a vehicle from the street or private property and to secure vehicles towed incident to an arrest. Captain McLendon contacted the following police agencies: Liberty PD, North Kansas City PD, Excelsior Springs PD, Raytown PD, Lee's Summit PD, Blue Springs PD, Independence PD, Riverside PSD, Belton PD, and Kansas City PD.

The following agencies have a contractual relationship with only one tow service company: Raytown PD, Blue Springs PD, Lee's Summit PD, Belton PD, and Riverside PSD. Each of these departments require the tow service company to respond within a specific time frame upon request (between fifteen and thirty minutes). Three of the cities require the vehicle storage lot be located within their city limits. The tow company service charges are specified in the contracts.

The following agencies utilize a "rotational" system for tow services: Liberty PD, North Kansas City PD, Excelsior Springs PD, and Independence PD. These departments keep a list of tow service companies and once a company is used, that company moves to the bottom of the list and the next company is called when needed.

The City of Liberty has adopted an ordinance regulating the tow service industry and adopted a policy specifying the duties required of the tow service, safety considerations, and liability insurance requirements. The ordinance prohibits excessive service fees and tow service

companies are required to submit a fee schedule to the city. The tow service companies on their list are required to be located within the city limits of Liberty. It should be noted only one tow service company is on their "rotational" list, as no other company has met their requirements.

The City of North Kansas City does not have an ordinance regulating tow services however, the policy utilized in North Kansas City requires the business and their vehicle storage lot be located within twenty minutes from the city before they are placed on their rotational list. The City of North Kansas City has seven to eight tow service companies on their rotational list. There is no regulation of tow service fees in North Kansas City.

The City of Excelsior Springs also has no ordinance regulating tow services. The police department utilizes a rotational list with two companies however, the police department only utilizes one of the companies for vehicles impounded/seized by the police. The other company is used for all other towing needs requested through the police department on a rotational basis. Their policy requires the tow service company utilized for police impounds have a vehicle storage lot within the city limits.

The City of Independence utilizes a rotational system for tow services and the Director of Finance has administrative responsibility over the policy. Each tow service approved to be on their tow list is required to pay \$500.00 each month to the city and there are currently nine companies on their approved list. The City of Independence also establishes the tow service fees.

The City of Kansas City Missouri contracts with a company to manage their tow service needs city-wide. This company is based in California and contracts with local companies to participate in their program. Police department employees enter requests for tow service into an online database and the California company utilizes GPS technology to locate the closest participating wrecker to respond. Police officers in Kansas City have indicated this system still encourages wrecker operators to monitor police radio traffic and then race to the area of the call so the GPS will reveal their unit as closest. The city establishes the service fees used by the tow services and pays the California company to manage the process.

Our city currently contracts with a local tow service company, Glad Rents, for all tow service requests that originate through the Public Safety Department. I researched our records on this subject and learned our department advertised for proposals for a "Towing Service Contract" and the deadline for submitting proposals was November 6, 2006. Captain Steve Clark submitted a memorandum to Director William Adamo on November 8, 2006 informing him only one bid was received. Companies submitting proposals were required to provide the following information:

- Establish charge for police ordered tows
- Standard charge for towing
- Standard charge for storage of seized evidence vehicles
- Estimated response time
- Names and proof of CDL for tow truck operators

The announcement of the Request for Proposal also required submissions to complete a "Towing Contract Proposal Form" specifying the fees charged for specific services provided by the

company. They were also required to indicate if their vehicle storage lot was "open" seven days each week.

A "Tow Service Agreement" was prepared and established the terms for providing police ordered tow services (for the public and/or arrests/impounds) and defined what constituted a "police ordered tow." The agreement required the contractor to comply with the following terms:

- Maintain general liability insurance coverage in an amount not less than \$2 million (combined single limit)
- Maintain a City of Gladstone Occupational License
- Provide the City with a list of tow truck operators with verification of proper state CDL
- Maintain Safety Equipment on tow trucks
- Maintain a response time within 20 minutes
- Maintain a vehicle storage lot within the city limits of Gladstone with minimum vehicle capacity of 20 vehicles and with specific fencing requirements
- Tow all city vehicles within a 50-mile radius at no charge
- Comply with the City of Gladstone tow ordinance (4.115.010 through 4.115.060)
- Remove debris at scene of traffic accidents
- Provide 24-hour Public Safety Department access to tow lot
- Provide a "Tow Service Information Sheet" to all customers with specific information on the company and charges for services
- Provide a monthly report to the Public Safety Department detailing the release and/or disposition of all vehicles towed
- Comply with Public Safety Department vehicle release procedures on police tows/impounds

The agreement also required the City to utilize the contractor as the exclusive tow service company for all police tows as well as wrecker services provided to the general public when no preference is expressed by a citizen needing tow service. The term of the agreement was January 1, 2007 through December 31, 2011 allowing the City to maintain options to extend the contract for two consecutive "24-month" periods. The City did exercise this option to extend the agreement for twenty-four months at the end of December, 2011. The second option is available to the City at the end of this year.

The current agreement provides the opportunity to contact another tow service in the event the contractor is unable to respond within a reasonable time frame. To my knowledge, we have never exercised that option as Glad Rents has consistently responded within a reasonable time when requested.

Captain McLendon solicited feedback concerning the contractual arrangement with Glad Rents for tow services from Captain Jeff Self and Captain Bill Willoughby. They, in turn, solicited input from Public Safety Department staff members who routinely utilize Glad Rents for tow services. The clear consensus was Glad Rents has an exceptional record for responding to the Public Safety Department's tow service needs. Many officers cited instances where Glad Rents has exceeded expectations for service and has gone "above and beyond" what was expected to provide superior services.

Anecdotal evidence was offered in support of Glad Rents and their service to the City. This included the response of Glad Rents tow operators to the Public Safety Department during snow events; Glad Rents clearly prioritized our department's needs over their other business needs during snow emergencies. This included towing city vehicles (police cars) at no charge, remounting tires on rims when Public Works Department personnel were too busy, and responding to assist ambulance crews when needed. The low number of complaints from citizens concerning Glad Rents was also cited. I cannot recall a citizen complaint regarding a police-ordered tow involving Glad Rents. Our department has provided Glad Rents with a police radio, allowing officers to communicate directly with the tow operator. This expedites the response for tow service and facilitates a more rapid re-opening of roadways at accident scenes.

Regardless of the direction taken in arranging tow service for the department, I recommend ensuring the following factors be considered:

- Require tow service companies to provide towing of city vehicles at no charge. This is a tremendous benefit city-wide.
- Require tow service companies maintain a secure tow lot within the city limits of Gladstone.
- Require tow services companies to obtain a Gladstone Occupational License, a Clay County Wreck & Tow Service License; and to comply with state statutes and city ordinances related to tow service operators/companies.
- Require proof of liability insurance to the city
- Require the operator/company to provide a list of charges/fees

I also recommend the city avoid establishing tow service charges/fees. I do not feel comfortable determining the costs for these services and do not have the requisite experience or knowledge to recommend charges/fees as I do not know all of the variables of the tow service industry.

When measuring the reliability of the contractor for tow service, it is clear the single most revealing factor is the low number of complaints received regarding the contractor and their tow service. I routinely hear employees of Glad Rents communicating with our police officers to coordinate their assistance to our department. It is clear Glad Rents is meeting all obligations set forth in the agreement and in many cases exceeds expectations in providing tow services that meet our public safety mission.

Upon review of all information available, I recommend the city continue to solicit bids from local tow service companies for a single contractor for tow service requests originating from the Public Safety Department. Although having a rotational list of tow services spreads the tow service requests among several competing businesses, I believe it leads to higher costs for our citizens and weakens our ability to hold police-ordered tow service companies accountable.

It is in the city's best interests to ensure the tow services requested through the police meet specific criteria regarding reliability, response times, location of vehicle storage lot, proof of liability insurance and affordable rates for citizens. The agreement provides a mechanism to ensure the citizens who need tow services are enjoying the benefit of a competitive bid for service as the charges/fees are part of the proposal, and citizens therefore pay a more affordable rate for these services. This is important as most requests for tow services are a result of a traffic accident, a

time when citizens are usually upset and are vulnerable. These citizens usually don't have a tow service they prefer or regularly use and rely on our department to order the tow service for their immediate needs.

Attempting to hold multiple tow service operators accountable would be a complex and arduous responsibility depending on the number of tow companies allowed to be on a rotational list. Also, past experience indicates tow service companies will initially qualify to be placed on a rotational list and at some point either fail to continuously meet requirements and have to be removed or will withdraw on their own, creating confusion in maintaining a list.

Utilizing one tow service provider under an exclusive, multi-year contract with the city allows for the most reputable, established local businesses to compete for the service, helping to ensure a low cost and high quality service to the city and to our citizens, through lower tow fees/charges and enhanced customer service. The multi-year contract allows the business that is awarded the contract to ensure a return on their investment in maintaining an adequate fleet of tow trucks to meet our response time requirements and sufficient vehicle storage space pursuant to the agreement.

This issue is raised with the department periodically as other local tow service operators either do not bid for the contract or cannot meet the minimum qualifications for the bid requirements, however desire to share in the profits of what can be a lucrative business. It is clear charges for tow services can escalate quickly absent any regulatory element. Our ability to regulate the fees is grounded in the competitive bid process within a multi-year contract; where price controls are left to the individual tow services competing for the contract.

Based upon the performance of Glad Rents since the contract was awarded, I recommend exercising the option to extend the service agreement for two years at the end of 2013, as provided in the contract. There have been no issues raised warranting a change in tow service companies at this time. Please advise if you require any further information.