

REQUEST FOR PROPOSALS
TOWN OF ALTA TOWING SERVICES AND ROTATION LIST
RFP RELEASE DATE: November 2, 2022
RFP CLOSE DATE: November 16, 2022
PROCUREMENT CONTACT: Jen Clancy, Town Clerk

1. Introduction

The Town of Alta (“Town”) and the Alta Marshal’s Office (“AMO”) is soliciting proposals from local qualified towing companies interested in providing towing services to the Town on a contract basis and a non-preferential towing rotation bid for towing requests by other entities through the Town. The Town reserves the right to award to more than one bidder.

2. Background

The Town, located at the top of Little Cottonwood Canyon, and AMO occasionally requires towing services to relocate or impound vehicles. Incidents requiring towing services include relocation or removal for snow clearing, impoundment for law enforcement, or wrecker services following a vehicle accident or mechanical breakdown.

Due to the elevation and topography where the Town is located, response distances are longer and involve towing during severe freezing and snowy conditions.

3. Details of Contract

The selected Vendor(s) must be willing to enter into a written agreement with the Town of Alta. A binding agreement between the Town and Vendor will be dependent upon the negotiation, preparation, and execution of a formal contract. If a Vendor wishes to alter any of the conditions present in this RFP, Attachments, any Addendums issued, that item must be specifically called out in the proposal, with a reasonable alternative presented.

The multiple vendor contract resulting from this solicitation will become effective on the date of execution for a term of five (3) years and may be automatically renewed for two (2) one-year periods unless either party requests termination with 60 days’ notice prior to the end of the contract.

Written questions shall be submitted via email to mmorey@townofalta.com.

4. Proposal Requirements

Proposals must include:

1. A cover letter: The bid shall have a cover letter indicating the business firm’s willingness to enter into an agreement with the Town. An officer of the company who has the authority to commit the Vendor to the proposed project must sign this letter. Bids will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address of the Vendor, email address, and telephone number.
2. Completed Attachment A: Application, including all required documents.

3. Completed Attachment B: Proposed Prices/Costs/Fees. This must be attached separately from your proposal.

Bids can be submitted via U.S. mail at Town of Alta, P.O Box 8016, Alta, Utah 84092, or emailed to mmorey@townofalta.com, by November 16, 2022, at 4:00 PM MST. No responses will be accepted after the closing date and time.

The Town staff will score the proposals ranked 1, 2, 3, etc. according to total scores. The following point system is utilized for each category and weighted based on the evaluation criteria:

- Excellent (5): The proposal offer has a high probability of success.
- Good (4): The proposal offer has a very good probability of success.
- Acceptable (3): The proposal offer has a reasonable probability of success.
- Poor (1-2): The proposal offer falls short of expectations.
- Unacceptable (0): The proposal offer completely fails the requirement.

Evaluation criteria with assigned weights are as follows:

1. 50% Proposal Responsiveness, including application requirements and required documents
2. 50% Proposed Pricing/Costs/Fees
3. The cost the Vendor proposes to the AMO for performance of the services is required under the solicitation. This must be attached separately and clearly marked. Fees must not be included in your proposal except for this separate attachment.

A select number of Vendors may, if it is in the best interest of AMO, be invited for an interview. AMO reserves the right to request a best and final offer.

All Vendors are expected to thoroughly read all documents contained in the Request for Proposal including any and all attachments.

5. Contract and Proposal Information

Submitting a proposal acknowledges the Vendor has read, understands, and agrees to be bound and fulfill the requirements and terms and conditions of this solicitation. The AMO reserves the right to reject all proposals.

- A. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the AMO's RFP. Any proposal that does not offer to remain firm for the required period may be considered nonresponsive.
- B. Conflict of Interest: Any officer, employee, agent, representative of Vendor must disclose any interest or conflict they have in their proposal as required by the Utah Public Officer's and Employee's Ethics Act, Utah Code Ann. 67-16-1, et seq.
- C. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered. Licenses must be maintained throughout the entire contract period.

Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by

calling (801) 530-4849 or toll free at 877-526-3994, or by accessing:
www.commerce.utah.gov.

- D. **Public Domain:** Vendors are advised that under Utah law, upon full execution of a contract subsequent to an RFP, the contents of the awarded proposal accepted by the Town shall be subject to public disclosure and may become public records subject to examination by any interested parties in accordance with the Government Records Access Management Act (GRAMA), Utah Code Ann. 63G-2-101 et seq. Trade secrets and proprietary information, recognized by the Town as such, may be protected from public disclosure if the Vendor clearly identifies in writing any part of their proposals that they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under GRAMA. Proposals in total will not be considered proprietary. All materials submitted by a Vendor in response to the Town's RFPs will become the property of the Town upon delivery and will be managed in accordance with GRAMA.
- E. **Inquiries:** All inquiries relating to the specifications or proposal procedure should be directed to Mike Morey, Marshal, mmorey@townofalta.com. Do not contact other Town officers or employees about this RFP or proposal.

6. Minimum Mandatory Requirements

The mandatory minimum requirements are the objective criteria in which the Town will evaluate proposals. The following mandatory minimum requirements must be met for a proposal to be considered responsive:

1. Copy current Utah State or municipal Business License
2. Copy current Certificate of Insurance
3. Copy of letter of good standing with Utah State Tax Commission*

All the items described in this section are non-negotiable. If it is determined that a proposal does not meet these requirements, at any time during the solicitation process, the proposal will be deemed non-responsive and disqualified from further consideration.

*Please request your letter of good standing from the Utah State Tax Commission in advance as it takes time to receive this document. Your letter must be up to date and not expired. You request this letter from tax.utah.gov.

7. Compliance with Laws

Each party agrees to comply with all federal, state, and local laws, rules, and regulations in the performance of its duties and obligations under this Agreement. Any violation by Vendor of applicable law shall constitute an event of default under this Agreement and Vendor shall be liable for and hold the Town harmless and defend the Town from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the Town as a result of the violation. Vendor is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

The Vendor shall comply with all applicable laws, regulations, and ordinances of the Town now in force or thereafter prescribed and promulgated by the authority of law, specifically including all fire codes and security regulations.

8. Insurance

Vendor shall secure and maintain the following minimum insurance coverage at their own cost:

- a. Workers' compensation insurance during the term of the contract for all its employees and any Subvendor employees related to the contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability ("CGL") insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
- c. Commercial automobile liability ("CAL") insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Vendor will use a vehicle in the performance of the contract.
- d. Other liability insurance sufficient to cover all Vendor's employees pursuant to Utah State statutes. The certificate and policy shall provide that coverage and shall not be cancelled or reduced without at least thirty (30) days prior written notice to the Town.
- e. Vendor shall furnish Certificates of Insurance, acceptable to the Town, verifying the foregoing concurrent with the execution hereof and thereafter as required.
- f. All policies of insurance provided shall be issued by insurance companies licensed to do business in the State of Utah and shall be either:
 - i. Currently rated A- or better by A.M. Best Company; and
 - ii. Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

The Town reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of the Contract. Vendor's failure to maintain this insurance requirement for the term of the contract will be grounds for immediate termination of the Contract.

9. Scope of Work

The awarded vendor(s) shall provide tow services for the Town and must adhere to the following requirements:

A. LOCATION OF SERVICES: the Town of Alta and Little Cottonwood Canyon.

B. CONTACT REQUIREMENTS:

- a. Vendor must have a 24 hour telephone line staffed by a live person or answering service that provides communication with a live person within 5 minutes when contacted by the AMO'S dispatcher or peace officer.

- b. Vendor must have the ability to release vehicles to owners from 9:00AM – 6:00PM, Monday through Friday (excluding state and federal holidays) and must coordinate after-hours vehicle release upon request by the vehicle owner/operator. Vendor may charge an additional fee for after-hours vehicle release.
- c. Vendor must notify Town of unclaimed vehicles within 48 hours of the towing/impound.

C. BUSINESS OFFICE AND YARD(S):

- a. Vendor should have a physical office location within Salt Lake County, or at the impound yard, to completely facilitate vehicle release at the impound yard.
- b. Vendor’s impound yard must be located within Salt Lake County and within 25 road miles from the mouth of Little Cottonwood Canyon (junction of SR-210 & SR -190).
- c. Vendor’s impound yard must be approved by the State Tax Commission and must have video surveillance of the yard.

D. RESPONSE TIMES: 40 minutes after telephone notification from AMO.

E. PAYMENTS ACCEPTED:

- a. Vendor must accept cash and credit card payments for towing and related services.

F. TYPES OF SERVICES:

Towing services will frequently involve snow covered vehicles. Vendor is responsible for clearing snow from the vehicle and surrounding areas to safely perform the towing services without injury to persons or damage to property.

- a. Relocation – Vendor shall respond and relocate vehicles as directed by the AMO.
- b. Hold for Owner/Impound – Vendor(s) will be contacted on a set rotation list and shall respond and tow vehicles, designated by the AMO, to its towing yard to hold and release to the vehicle owner.
- c. Investigative Impound – Vendor shall respond and tow vehicles, designated by the AMO for law enforcement purposes, to Vendor’s impound yard to hold and release only after approved by the AMO.
- d. Vehicle Recovery – In addition to the above, Vendor must also have the capability to respond with extra cable, pullies, blocks and equipment capable of extracting vehicles from distances exceeding 300 feet in gullies, ravines, off-road terrain including cliffs, rock formations, rivers and streams, and avalanche debris.

G. TYPES OF VEHICLES TO BE TOWED:

Vehicles needing to be towed may include but are not limited to:

- a. Cars
- b. Trucks
- c. Vans
- d. Large, specialty, heavy duty vehicles
- e. Buses

H. JOB ASSIGNMENT:

Vehicles to be towed will be designated by AMO. If for some reason the Vendor is unable to accept a vehicle for towing, it will be reassigned to another Vendor.

- a. Should a Vendor decline assignments multiple times not due to delays the Vendor's contract may be considered as not meeting the needs of the contract.
- b. Vendor's that decline to respond twice in a 180-day period for reasons other than their wreckers are on other calls will be removed from the rotation.
- c. If Vendor's callout/response is cancelled by the Town or vehicle owner, the Vendor shall receive the drop/cancellation fee and be returned to the next in line on the rotation list.

I. EQUIPMENT AND OTHER REQUIREMENTS

- a. Vehicles used in performance of the contract must be in satisfactory mechanical condition and be the proper type of vehicle for each job consistent with industry standards. Specifically, vehicles/equipment used in towing and/or recovery must have four wheel drive and traction control devices when required by UDOT regulations or Utah law.
- b. Vendor operators should be equipped with avalanche transceivers during times that SR-210 is closed to travel for avalanche hazard.
- c. Operators must completely clean the scene of an accident, including but not limited to oil, debris, radiator fluid including absorbent material etc. Vendor must provide towing services on a 24-hour, seven day per week basis. Vendor shall respond within 40 minutes from time of call for service unless delayed due to conditions listed below in Delays. Vendor must be capable of responding as required in the contract despite other responsibilities or workload.
- d. Vendor must be able to email an invoice and any other tow/wrecker related documents to AMO. These invoices must be submitted within 30 days of the invoice date. If the vendor is not provided with a delivery location when vehicle is picked up, the vendor is responsible to inquire about the delivery location by contacting an authorized AMO representative.
- e. Administrative and other miscellaneous fees are not allowed.

J. PRICING

- a. Vendor pricing must be all-inclusive and may not charge more than 2 hours unless working on a complex or heavy recovery.
- b. Vendor may not charge a full hour for only a portion of an hour performing services.
- c. Chargeable time will be broken down into quarter-hour segments.
- d. Vendor will deliver vehicles to predetermined authorized locations. AMO or vehicle owners will provide the Vendor with an authorized delivery locations/businesses for accident vehicles.
- e. Vendor pricing must include the price of daily storage fees.

- f. Vendor pricing must include the price of drop/cancellation fees.

K. DELAYS

Vendor shall not be in default because of any delay or failure to perform the contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Vendor. Examples of these causes are:

- a. Acts of God, natural disasters, or of the public enemy,
- b. Acts of the Government in either its sovereign or contractual capacity,
- c. Epidemics or quarantine restrictions,
- d. Labor strikes,
- e. Road closures, and
- f. Unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Vendor or subvendor. (Note: Unusually severe weather is defined as severe weather that is unusual even for the State of Utah). Winter weather can normally be severe in Utah from time to time. To fall under this definition, the weather must be severe enough to be determined as “unusual” even for Utah.

L. EQUIPMENT & WORKMANSHIP

All equipment incorporated into the work covered by the contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in the contract. All work under the contract shall be performed in a skillful and workmanlike manner. AMO may require in writing that the vendor remove from the work any employee deemed by AMO to be incompetent, careless, or otherwise objectionable.

M. CERTIFICATION COMPLIANCE

All Vendors must be compliant with all state and federal regulations and certifications including:

R909-19-8. Certification.

There are three (3) certifications required by the Department.

- (1) Tow Truck Operator Certification.
 - (a) Effective July 1, 2004 all tow truck operators will be tested and certified in accordance with Towing and Recovery Association of America Inc (TRAA) standards and carry evidence of certification for the appropriate level of vehicle they are operating. These standards of conduct and proficiency may be tested and certified through an accepted program approved by the Department.
 - (b) Information on qualified certification programs may be obtained at the UDOT Motor Carrier Division website at <https://www.udot.utah.gov/connect/business/motor-carriers/tow-trucks/tow-truck-certification/> or by contacting the Motor Carrier Division at (801) 965-4892.
 - (c) Tow truck motor carriers shall ensure that all tow truck operators:
 - (i) are properly trained and certified to operate tow truck equipment;

- (ii) are licensed, as required under Utah Code Sections 53-3-101, through 53-3-909 Uniform Driver License Act;
 - (iii) are complying with the requirements under Utah Code Sections 41-6a-1406 and 72-9-603;
 - (iv) have cleared the criminal background check required in Subsections 72-9-602(2) and (3). In addition, a tow truck motor carrier must notify the department of a tow truck operator whom is not in compliance with 72-9-602(3) within two business days of obtaining knowledge from the Bureau of Criminal Identification.
 - (v) obtain and maintain a valid medical examiner's certificate under 49 C.F.R Sec 391.45.
- (2) Tow Truck Vehicle Certification.
- (a) All tow trucks shall receive and pass a tow truck certification inspection biannually.
 - (b) All tow trucks must be equipped with required safety equipment. Safety Equipment List can be found at:
<https://www.udot.utah.gov/connect/business/motor-carriers/tow-trucks/tow-truck-certification/>
or by calling 801-965-4892.
 - (c) Upon vehicle certification, a UDOT certification sticker will be issued and shall be affixed on the driver's side rear window.
 - (d) Documentation of UDOT tow truck vehicle certification shall be retained and available upon request by Department personnel.
- (3) Tow truck motor carrier Certification.
- (a) Tow truck motor carriers shall be certified biannually to ensure compliance as required by the Federal Motor Carrier Safety Regulations, Utah Code Annotated, Utah Administrative Code and local laws where applicable.

R909-19-10. Information Required on Towing Receipt.

- (1) Charges for services provided must be clearly reflected on a company receipt and a copy shall be provided to the customer. The receipt must include the following information:
- (a) company name;
 - (b) address;
 - (c) phone number;
 - (d) transportation, administration, fuel surcharge, and storage fees charged;
 - (e) name of company driver;
 - (f) unit number;
 - (g) license plate of the towed vehicle;
 - (h) make, model, Vehicle Identification Number, and year of the towed vehicle;
 - (i) start and end time with total hours for services provided; and
 - (j) the date vehicle was retrieved from tow yard or other storage area.

*****Compliance with these Certification Requirements may be satisfied upon submission of proof that Vendor is currently on Unified Police Department's Canyon Towing Rotation list.**

10. RFP Cancellation

The Town reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason before contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals for any reason. The Town of Alta will provide respondents written notice of any cancellation and/or modification. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.

If vendor utilizes third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

ATTACHMENT A: APPLICATION
RFP TOWING SERVICES

APPLICATION

Section A – Deadline

No application will be accepted after 4:00 PM MST November 16, 2022. If all requirements are not met as required in this document, your application will not be accepted.

The Application and Agreement may be submitted via U.S. mail at P.O Box 8016 Alta, Utah 84092, or emailed to mmorey@townofalta.com by November 16, 2022, at 4:00 PM MST.

Section B - Tow Truck Motor Carrier Information

Full Legal Name of Tow Truck Motor Carrier: _____
Address: _____ City: _____ Zip: _____
Mailing Address: _____ City: _____ Zip: _____
Main Telephone #: _____ After-hours Telephone # (if different) _____
Primary Contact: _____ Telephone #: _____ Email: _____
Secondary Contact: _____ Telephone #: _____ Email: _____

Section C - Tow Truck Operator Information

1. Name: _____ Telephone #: _____ DOB: _____
2. Name: _____ Telephone #: _____ DOB: _____
3. Name: _____ Telephone #: _____ DOB: _____
4. Name: _____ Telephone #: _____ DOB: _____

[If necessary, provide additional tow truck operator information on a separate attached sheet]

Section D - Tow Truck Vehicle Information

1. Year: _____ Make: _____ Model: _____
VIN Number: _____ Utah License Plate: _____
Type: Wheel Lift Only Flat-bed Other (specify): _____
2. Year: _____ Make: _____ Model: _____
VIN Number: _____ Utah License Plate: _____
Type: Wheel Lift Only Flat-bed Other (specify): _____
3. Year: _____ Make: _____ Model: _____
VIN Number: _____ Utah License Plate: _____
Type: Wheel Lift Only Flat-bed Other (specify): _____

[If necessary, provide additional tow truck vehicle information on a separate attached sheet]

Additional Documents that must be submitted with your proposal

- Provide a current certificate of liability insurance that satisfies the insurance provisions of Rule 909-19-5, Utah Administrative Code
- Provide a copy of the most current tow truck motor carrier certification issued by the Utah Department of Transportation (“UDOT”)
- Provide a copy of the most current tow truck operator certification issued by UDOT for each tow truck operator

Description of Proposal

Any additional information in narrative format to describe your proposal, equipment, facilities, or available services.

ATTACHMENT B
Proposed Pricing/Costs/Fees
RFP TOWING SERVICES

GENERAL

Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, per diem, insurance, transportation, travel, fuel or other surcharges, and any other related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

The Town of Alta is exempt from sales, use, and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.

Fees stated shall be firm for the full term of this Agreement.

This document must be attached separately upon submission and labeled "Fees."

Company Name: _____

FEE SCHEDULE

	Year 1	Year 2	Year 3	Year 4	Year 5
Relocation					
Hold for Owner/Impound					
Investigative Impound					
Vehicle Recovery					
Other Charges:					

Please describe Other Charges (as required):
