REQUEST FOR PROPOSAL (RFP)

RFP NUMBER: CPD1                                      DATE: ______________, 2020

Notice is hereby given that the Town of Carbondale, Colorado, will accept sealed proposals for:

OFFICIAL POLICE GARAGE & TOWN TOWING SERVICES FOR THE CARBONDALE POLICE DEPARTMENT IN ACCORDANCE WITH ATTACHED SPECIFICATIONS

PROPOSAL DUE DATE & TIME: May 15, 2020 at 5:00 p.m.

SUBMIT SEALED PROPOSALS TO:

Town of Carbondale Police
511 Colorado Ave Suite 911
Carbondale, CO 81623

LOCATION OF PROPOSAL ACKNOWLEDGMENT:

Town of Carbondale Police
511 Colorado Ave Suite 911
Carbondale, CO 81623
INFORMATION

1. QUALIFICATIONS

A. No proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the Town of Carbondale upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the Town, or that is deemed irresponsible or unreliable by the Town of Carbondale.

B. If requested, offeror shall be required to submit satisfactory evidence that they have a practical knowledge of the particular service bid upon and that they have the necessary financial resources to complete the proposed services called for as described in the attached Technical Specifications.

2. PROPOSAL SUBMITTAL

A. Before submitting this proposal, the offeror shall read the Request for Proposal Technical Specifications (Section IV) and all other contract documents included herein; fully inform themselves as to all existing conditions, uncertainties, and limitations; and shall include sums in the proposal covering the cost of each item included in the contract. The submission of a proposal shall be considered conclusive evidence that the offeror has fully complied with these requirements.

B. Each proposal shall be typed or legibly written in ink, with all prices given in figures and also words where called for. The proposal must cover all of the items of performance therein and no others, unless instructions to the contrary are specifically stated in the Technical Specifications.

C. Each proposal shall be made on the forms provided and must be returned along with all contract documents. The proposal must be enclosed, sealed, and returned in an envelope with the attached bid label completed and affixed to the envelope.

D. The completed forms shall be without any interlineations, alterations, or erasures. Proposals shall not contain any recapitulation of the performance herein asked for, and alternative proposals will not be considered unless called for.

E. Each offeror must sign the proposal with their usual signature and shall give their full business address on the form provided in this RFP. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed.
3. **LATE PROPOSALS; MODIFICATIONS OR WITHDRAWAL OF PROPOSAL**

   A. Any proposal received at the Office of the Police Department after the exact time specified receipt will not be considered unless it is received before award is made and either:

   i. It was sent by registered or certified mail not later than the fifth (5th) calendar day prior to the date specified for the receipt of proposals; or

   ii. It was sent by mail and it is determined by the Town that the late receipt was due solely to mishandling by the Town after receipt by the Town.

   B. Any modifications or withdrawal of a proposal, prior to the time and date specified, is subject to the same conditions as in A above, except that withdrawal of a proposal by a fax transmission is acceptable. A proposal may also be withdrawn in person by an offeror or its authorized representative, provided identification is supplied and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of proposals.

4. **ELECTRONIC PROPOSALS**

   Electronic mail proposals will not be accepted.

5. **AUTHORITY REQUIREMENTS**

   The offeror agrees to abide by all the laws, rules, and regulations of the United States, State of Colorado, County of Garfield, and Town of Carbondale and to secure all necessary licenses and permits in connection with the performance of services requested by this RFP. Such laws, rules, and regulations of all authorities having jurisdiction over the work called for in this RFP shall apply to this contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

6. **PRICE QUOTATION**

   Proposals submitted with quotations of price in effect at time of delivery are not acceptable. Only firm price quotations will be considered.

7. **NEGOTIATIONS; AWARD OF CONTRACT**

   The Town will select one or more offerors for further discussion and negotiation that the Town determines to be the most responsive to the RFP, responsible in terms of ability and prior work references, and will provide the best overall service and value to the Town.

   At the Town’s option, a “short list” of bidders may be invited for an interview. If interviews are requested, each bidder will be given a reasonable and equal opportunity to present and discuss its proposal.
Selection will enable the selected company or companies to enter into negotiations for a contract to be presented to and considered by the Town Council for the Town of Carbondale. Until such time as a contract, in a form executed by the selected company or companies, is favorably considered and approved by the Town Council, no contract shall be deemed awarded.
PROPOSAL FORM

RFP NO: CPD1

DUE DATE AND TIME: May 15, 2020 at 5:00 p.m.

SUBMIT SEALED PROPOSALS TO: Town of Carbondale Police
                                511 Colorado Avenue Suite 911
                                Carbondale, Colorado 81623

LOCATION OF PROPOSAL ACKNOWLEDGMENT: Town of Carbondale Police
                                        511 Colorado Avenue Ste 911
                                        Carbondale, Colorado 81623

TERM OF PERFORMANCE: One year with option for renewal.

TOWN'S OPTION TO EXTEND: (Four) One Year Terms

COMPANY NAME:

ADDRESS:

CONTACT PERSON:

PHONE NUMBER:
PROPOSAL FORM

PROPOSAL NO. CPD1

Contractor proposes to provide the supplies and services specified in Section III and IV of this RFP and to furnish all labor, materials, equipment, and supplies necessary to such services in accordance with the following price list.

FEE SCHEDULE

PRICE SHALL BE PROVIDED IN FLAT FEES.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Towing charge for Town vehicles</td>
<td>_______</td>
</tr>
<tr>
<td>2.</td>
<td>Mileage charge for Town vehicles</td>
<td>_______</td>
</tr>
<tr>
<td>3.</td>
<td>Mileage (outside Town Limits)</td>
<td>_______</td>
</tr>
<tr>
<td>4.</td>
<td>Towing charge for Town police vehicles</td>
<td>_______</td>
</tr>
<tr>
<td>5.</td>
<td>Mileage charge for Town police vehicles</td>
<td>_______</td>
</tr>
<tr>
<td>6.</td>
<td>Moving vehicles not impounded</td>
<td>_______</td>
</tr>
</tbody>
</table>

Are impound lots zoned for this purpose?  YES_______  NO_______
P.U.C. license number and expiration date: ___________________________________
Addresses of proposed garage and lots: __________________________________________

Listing of all vehicles available for this contract (include model and type): ____________

(8:00 A.M. - 5:00 P.M., Mon. - Fri.)
List three (3) references with a contact name and phone number that have had past or current contracts with you as a police garage.

1. ____________________________________________
   ____________________________________________

2. ____________________________________________
   ____________________________________________

3. ____________________________________________
   ____________________________________________

**EVALUATION CRITERIA AND AWARD FACTORS**

Award will be made to the low responsive, responsible offeror(s) as determined by the Town of Carbondale. Award shall be based on an offeror’s ability to meet all criteria determined by the Town as relevant to providing the required services including, but not limited to, the following:

- Ability to provide an approved lot within or within close proximity to the Town Limits.
- Have all of the specified equipment as related in Section IV of this RFP.
- Proof of required insurance coverage.
- Proof of Public Utilities Commission Permit
- Evidence of at least five (5) years experience as an established towing facility. Offeror shall also possess acceptable past experience as a police-towing contractor as demonstrated through references.
- Pricing acceptable to the Town. Award shall not be based on price alone. Contract award shall be subject to a satisfactory background evaluation and reference check by the Carbondale Police Department, or other Town staff.
- Demonstrated ability to provide the requested services at a level meeting or exceeding the minimum requirements of this RFP.

The Town of Carbondale reserves the right to reject any one or more bids as non-responsive; reject all bids for any reason; modify or extend any deadline; revoke, rescind, amend, or modify this RFP; or terminate the bid process at any time.
STATEMENT OF QUALIFICATIONS

RFP NO. CPD1

1. Company Name ____________________________________________________________

2. How many years has your firm been engaged in this type of business? ______________

3. List a minimum of four companies with whom you have a contract:

1. __________________________________________  3. __________________________________________
   __________________________________________  __________________________________________

2. __________________________________________  4. __________________________________________
   __________________________________________  __________________________________________

4. Are any lawsuits pending against you or your firm at this time?
   Yes_______ No_______ If yes, detail: _______________________________________________________
   __________________________________________

5. Have any charges been filed against you or your firm or the bidding entity with the Office of
   Contract Compliance, the Equal Opportunity Commission, the State of Colorado Civil Rights
   Commission, or any other similarly constituted entity charged by any federal, state or local
   government with the enforcement of anti-discrimination legislation or regulations?
   Yes_______ No_______ If yes, detail: _______________________________________________________
   __________________________________________
6. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town of Carbondale in verification of the recitals comprising this Statement of Qualification and affirmatively represents that the answers to the foregoing questions and all statements therein contained are true and correct.

Dated this __________ day of _________________, 20__.  

__________________________________________

(Company Name)

By:________________________________________

Title:______________________________________
SIGNATURE PAGE

RFP NO. CPD1

The undersigned offeror hereby acknowledges that he/it has not entered into any agreement with any other offeror or prospective offeror or with any other person, firm, or corporation relating to the price named in said proposal or any other proposal, nor any agreement or arrangement under which any person, firm, or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among offerors.

Furthermore, said offeror has not disclosed to any person, firm, or corporation the terms of said proposal or the price named therein.

If awarded the contract for the services requested by this RFP, undersigned agrees to furnish all labor, materials, equipment and supplies at the prices specified in this proposal. Offeror hereby certifies that the prices quoted herein are firm for a period of sixty (60) calendar days from the Due Date specified above.

OFFEROR, the following must be fully completed:

Dated at ________________ this ________ day of _________________________, 20__.

SIGNATURE OF OFFEROR:

If an Individual ____________________________ doing business as ____________________________

If a Partnership ____________________________

by ____________________________, member of firm

If a Corporation ____________________________

a ____________________________ corporation (State)

by ____________________________

TITLE ____________________________

CORPORATE SEAL

Business Address of Offeror ____________________________

TelephoneNumber ____________________________
AGREEMENT FOR OFFICIAL POLICE GARAGE & TOWN TOWING SERVICES

GENERAL PROVISIONS

1. DEFINITIONS

The following words and phrases shall have the following meanings when used in this Agreement unless the context clearly indicates otherwise:

Agreement means Sections I through IV inclusive of the Request for Proposals for Official Police Garage & Towing Services for the Carbondale Police Department dated ________________, 20__, as executed by the Town and the successful bidder.

Chief means the Chief of Police of the Carbondale Police Department, or his or her designee.

Town means the Town of Carbondale, Colorado.

Town Clerk means the Town Clerk of the Town of Carbondale.

Town Council means the Town of Carbondale Town Council, or its designee.

Contractor means the person(s) or entity(ies) contracting to provide Official Police Garage and Towing Services to the Town of Carbondale pursuant to this Agreement; also referred to as Official Police Garage.

Fee Schedule means the list of authorized charges for specific services as set forth beginning on page 2 of Section II of this Agreement.

Official Police Garage means the person(s) or entity(ies) contracting to provide Official Police Garage and Towing Services to the Town of Carbondale pursuant to this Agreement; also referred to as Contractor.

Police Department means the Police Department of the Town of Carbondale.

2. TERM; RENEWAL

A. The initial term of this Agreement shall be one (1) year, measured from the date of execution by the Town.

B. The Town may renew this Agreement for four (4) additional one year terms. The decision to renew will be based on price, performance, and any other factors deemed relevant by the Town.

C. Ninety (90) days prior to the expiration date of any term, the Contractor will submit to the Town any request for an adjustment in price to this Agreement for the upcoming term. Any request for a price increase must be broken down as to item effected and the amount of increase requested. Sufficient justification for the increase must accompany said request. Any price increase approved by the Town
shall not become effective without written amendment in accordance with section 3 below.

3. **AMENDMENT**

No amendment of this Agreement shall be effective without the express written consent of the Town. Any excess cost incurred by the Contractor as a result of an unauthorized amendment shall be at the Contractor’s sole expense and not chargeable to the Town.

Any unauthorized amendment of the terms or this Agreement shall be considered a material breach and may result in termination of this Agreement.

4. **PAYMENT**

A. **Towed Vehicles.** For any service rendered to a vehicle owned by the Town or to a private vehicle the rates and fees shall be invoiced to the Town by Contractor on a monthly basis. All invoices shall be submitted to the Chief. Such invoice shall identify in detail the (i) date(s) of service; (ii) the service(s) performed; (iii) information sufficient to identify the vehicle as a Towed vehicle; and (iv) the itemized charges together with a total amount for payment.

i. Following the Town’s receipt of any invoice from Contractor, the Town may request additional information from Contractor substantiating any and all claims for compensation sought by Contractor before accepting the invoice. When additional information is requested by the Town, the Town shall advise Contractor in writing, giving its reasons, and until such time that the requested information is provided by Contractor to the Town, any obligation for payment shall be suspended.

ii. The Town will pay the balance stated in an invoice within thirty (30) days of the date of Town receipt (or the date of acceptance if the Town requests information as permitted by Section 4.B.i. above) unless the Town informs Contractor in writing of Town’s objections to the invoice or item of the invoice within the thirty day period for payment. Payment shall be deemed made upon hand delivery to any employee of Contractor or upon deposit of such payment in the U.S. Mail, first class postage prepaid, addressed to Contractor at the address identified in this Agreement.

5. **TERMINATION**

The Town may terminate this Agreement, in whole or in part, without cause or reason upon written notice to Contractor specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective. Contractor may terminate this Agreement in the event of a default by the Town, provided the Contractor has first provided the Town with written notice of a default and the Town shall have failed to cure the specified default within 30 days of receipt of the notice of default.
6. **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor expressly agrees to, and shall, indemnify, defend and hold harmless the Town and any of its elected officials, officers, agents or employees from any and all claims, damages, liability, or court awards, including costs and attorneys’ fees, that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership or corporation, in connection with or arising out of any omission or act by Contractor, its employees or agents, relating to this Agreement. The indemnity set forth in this section shall survive the expiration or termination of this Agreement.

7. **NOTICE**

When notice is required under this Agreement, it shall be given in writing and shall be deemed properly given and received (i) two business days after deposit in the U.S. mail, registered or certified, postage prepaid; (ii) upon personal delivery; (iii) one business day after deposit with an overnight courier service such as Federal Express; or (iv) on the day of transmission by facsimile during business hours, with a confirmation copy sent by first class mail, postage prepaid, to the other party at the address or facsimile number set forth below:

If to Town: If to Contractor:

Town of Carbondale Police Department
ATTN: Chief of Police
511 Colorado Avenue Ste 911 Carbondale, CO 80452

8. **COMPLIANCE WITH OFFICIAL POLICE GARAGE RULES AND REGULATIONS**

The Chief is authorized to promulgate reasonable rules and regulations concerning performance, equipment and operating standards for the Official Police Garage. The current rules and regulations are set forth as Section IV of this Agreement, however these rules and regulations are subject to amendment at any time by the Chief. Contractor is responsible for being aware of and complying with current such rules and regulations at all times.

9. **SUBCONTRACTING**

Contractor shall not subcontract any tow to a subcontractor or towing vehicle unless prior approval has been obtained from the Town. Any subcontractor used by Contractor must comply with all requirements and qualifications of the Official Police Garage as set forth in this Agreement, including but not limited to insurance requirements, required towing equipment and employee background checks.
10. **EQUAL OPPORTUNITY EMPLOYER**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

10. **AMERICANS WITH DISABILITIES ACT**

The Contractor shall be in compliance with the appropriate area of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

11. **TAX EXEMPTIONS**

In accordance with regulations of the Department of Revenue, State of Colorado, all manufacturer’s excise and sales tax due in the State of Colorado, County of Garfield, Town of Carbondale, or other local entity, on any items provided pursuant to this contract are exempted from payment by the Town. When necessary to comply with this provision, a tax exemption certificate will be issued to the successful offeror by the Town Finance Director.

12. **ARTICLE X, SECTION 20/TABOR**

The parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town’s current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Town, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
13. **ASSIGNMENT AND RELEASE**

All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by Contractor without the express written consent of the Town Council of the Town of Carbondale which may withhold its consent at its sole, absolute, and unqualified discretion for any reason. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the Council. No assignment shall release Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

13. **NO WAIVER OF GOVERNMENTAL IMMUNITY**

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, as amended, Vendor warrants, represents, acknowledges, and agrees that:

1. Vendor does not knowingly employ or contract with an illegal alien.

2. Vendor shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a sub Vendor that fails to certify to Vendor that the sub Vendor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Vendor has participated in or attempted to participate in the basic pilot employment confirmation program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, “Basic Pilot Program”) in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Vendor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Vendor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written confirmation of such application within five (5) days of the date of this Agreement. Vendor shall continue to apply to participate in the Basic Pilot Program, and shall confirm such application to the Town in writing, every three (3) months until Vendor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.

4. Vendor shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Vendor obtains actual knowledge that a sub Vendor performing work under this Agreement knowingly employs or contracts with an illegal alien, Vendor shall be required to:

   (a) notify the sub Vendor and the Town within three (3) days that Vendor has actual knowledge that the sub Vendor is employing or contracting with an illegal alien; and

   (b) terminate the subcontract with the sub Vendor if within three (3) days of receiving the notice required pursuant to this subparagraph the sub Vendor does not stop employing or contracting with the illegal alien; except that Vendor shall not terminate the contract with the sub Vendor if during such three (3) days the sub Vendor provides information to establish that the sub Vendor has not knowingly employed or contracted with an illegal alien.

6. Vendor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
7. If Vendor violates this Addendum, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Vendor shall be liable for actual and consequential damages to the Town arising out of said violation.

VENDOR

By: ________________________________

Dated: ____________________________
I. INTRODUCTION

These rules and regulations constitute the rules of operation to which the Official Police Garage will be subject. The specifications are intended to outline basic requirements designed to ensure a high degree of citizen protection. The Official Police Garage will be responsible for towing, storing, and safeguarding all motor vehicles taken into custody at the request of the Carbondale Police Department. The rules and regulations set forth herein are determined by the Chief to be necessary to ensure the inhabitants of, and other persons within the Town of Carbondale, safe, efficient, and dependable police garage and towing services.

II. RULES AND REGULATIONS GENERALLY

A. Standards of Conduct

The Official Police Garage shall conduct its business in an ethical, orderly manner, and shall at all times maintain a courteous and helpful attitude toward all citizens and Town officials. The Official Police Garage will be held responsible for the acts of its agents, servants, operators, and employees in the performance of any service for the Town.

B. Laws, Ordinances, and Regulations

The Official Police Garage shall abide by all applicable laws and ordinances regulating tow units and impound, towing and storage of vehicles. The Official Police Garage shall also abide by any regulations made pursuant to authority granted under the provisions of this Agreement.

C. Licenses and Permits

The Official Police Garage must have, and keep in full effect and force, a Public Utilities Commission permit to operate a towing carrier. The Official Police Garage shall be subject to all statutes and all rules and regulations of the Public Utilities Commission applicable to the operation of a towing carrier as are now, or hereafter shall be, in force.

D. Cooperation with Carbondale Police Department

The Official Police Garage shall abide by all lawful instructions of officers of the Police Department and shall cooperate with the Police Department in removing hazards, illegally parked motor vehicles, and impounding motor vehicles.
E. Limitations

The parties acknowledge that the Official Police Garage provides commonly available towing and storage services to other agencies and entities in the area, and nothing contained herein requires the garage to devote itself exclusively to the Town. Similarly, the Town may secure other towing and storage services from other individuals and companies and nothing in this Agreement shall preclude the Town’s securing other towing or storage services.

In the event of extreme and/or unusual circumstances and subject to the prior approval of the Town, the Official Police Garage shall not be subject to the prices listed on the price quotation sheet. Such extreme and/or unusual circumstances include incidents involving hazardous materials, incidents which may place employees of the Official Police Garage at risk of injury, and incidents involving serious structural damage to buildings. A management member of the Official Police Garage shall notify the responsible agent of the Town of the extreme and/or unusual circumstances and shall obtain approval from the Town prior to commencing services. In such extreme and/or unusual circumstances, the Official Police Garage shall be governed by the currently approved rate sheet on file with the Colorado State Public Utilities Commission in assessing charges for such services.

F. Disputes

The Town Council shall resolve any disputes concerning the interpretation or applicability of these rules and regulations.

G. Supervision; Inspection

The Official Police Garage shall be subject to the supervision of the Chief. All records, equipment, and storage facilities used to conduct the business of the Official Police Garage shall be subject to periodic inspection and approval by the Chief.

III. METHODS OF OPERATION

A. Protection and Handling of Vehicles

It shall be the duty of the Official Police Garage to protect all motor vehicles in its custody, and the Official Police Garage shall be liable for any loss or damage caused by its employees, agents, or servants. Vehicles to be stored at the Official Police Garage shall be secured at the scene of the tow and removed directly to the Official Police Garage lot(s). The vehicle shall not be opened or tampered with en route. Upon arrival at the lot, entrance to the vehicle shall be limited to that required to remove wheel tie down equipment, locking the transmission gear, or only as required by the performance of legitimate business.
Any vehicles held for evidence that remain on the lot of the Official Police Garage upon expiration of this Agreement will be moved to a lot designated by the Town as soon as practical.

The Official Police Garage is required to store all other vehicles impounded during the term of this Agreement until such vehicles are lawfully released, sold, or disposed of. The Town will pay no storage on said vehicles.

The Official Police Garage shall allow the registered owner to view an impounded vehicle to decide whether or not he desires to claim the vehicle.

B. Removing Debris

The Official Police Garage Tow unit operator shall be required to remove all glass and debris deposited upon the roadway by the vehicle for which he has received an authorization to tow.

C. Property in Vehicles

The Official Police Garage shall immediately notify the Police Department of the existence of any property of value, dangerous instrumentalities or weapons, which are found in any vehicle towed at the request of the Police Department. Upon giving such notice, the Official Police Garage shall also request that an officer of the Carbondale Police Department be dispatched to take custody of any such property.

The Official Police Garage shall allow a registered owner to view his or her vehicle or retrieve any personal property left inside said vehicle regardless of whether or not the registered owner has paid towing and storage fees owed. The registered owner may not remove any items attached to or part of a vehicle. The registered owner shall not be given access to property contained in any vehicle held for investigation by the Police Department unless specifically authorized by the Chief.

Property left in abandoned vehicles shall be disposed of in accordance with Colorado law, including without limitation Article 13 of Title 42, C.R.S.

D. Suspected Criminal Activity

Tow operators acting in the course of their duties as defined by this Agreement shall immediately inform the Police Department whenever they observe or learn about any activity of a suspected criminal nature or any other circumstance which reasonably appear to require police action.

E. Response Time

If, for any reason, the Official Police Garage believes it will be unable to respond to a service request from the Police Department within thirty (30) minutes of such request, the Official Police Garage shall so inform the Police Department and state the reasons for inability to respond and the estimated time when a response could be made. If requested by the Police Department, the Police Official shall obtain the services of another tow company to respond to the Police Department’s request,
subject to the Police Department’s approval. Any cost of obtaining the services of such additional tow service operator shall be borne solely by the Town or vehicle owner.

F. **Business Hours**

The Official Police Garage shall be available from 8 a.m. to 5:00 p.m., Monday through Friday, except for holidays, to release vehicles to persons authorized in writing to receive them. If a vehicle release is requested during other than normal business hours, the Official Police Garage may charge reasonable service charge, as set forth in the Fee Schedule, in addition to normal storage and towing charges.

An after-hours release shall be at the discretion of the Official Police Garage, unless the release is specifically requested by a representative of the Police Department.

The Official Police Garage is entitled to take holidays in accordance with the Town’s holiday schedule. However, the garage is responsible for providing twenty-four (24) hour, seven-day-a-week service to the Town.

G. **Collection of Fees & Fines Prior to Release**

The Official Police Garage shall not release any vehicle requested to be impounded by the Police Department without proper authorization for release from the Police Department, regardless of whether the owner or person entitled to possession of the vehicle has paid the towing and storage fees in full.

H. **Rates and Charges**

a. Any vehicle ordered to be held pending investigation by the Police Department shall accrue no storage charges during the period for which the vehicle is so held. When a vehicle is released from a hold by the Police Department, storage charges will not accrue until 5:00PM that day. Towing charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle, unless, because of extenuating circumstances, the Chief determines that these charges should be paid by the Town.

b. The Town will only receive a tow fee charge from the Contractor for any vehicle not released from the Official Police Garage, storage fees will not be applied in accordance to subsection A of this section.

I. **Disposal of Abandoned Vehicles.**

1. **Required Forms**

   a) The Official Police Garage shall be responsible for complying with the Colorado Abandoned Vehicle Law. The Official Police Garage shall request a VIN verification from any law enforcement agency and assure that the VIN has been checked on the Colorado Crime Information Center (CCIC) prior to sale or disposal.
2. **Confiscated Vehicles**

   a) Any motor vehicle taken into custody as a result of an arrest or seizure made incident to a federal drug, liquor or firearms violation, or any vehicle declared by a court of competent jurisdiction to be a Class I public nuisance is subject to confiscation, and may thereby become the property of the confiscating jurisdiction. When any such vehicle becomes the property of the Town, the Town shall not be obligated to pay any storage charges accrued on said vehicle, and any such charges which may have been paid shall be returned to the Town.

   b) Any vehicle which becomes the property of the Town as set out above, shall be appraised by the appraiser of choice of the Police Department. Vehicles appraised at $200.00 dollars or less may be turned over to the Official Police Garage for reimbursement of all costs of handling and towing services of the vehicle. Vehicles appraised at $200.00 dollars or less may be used only for parts or scrap, and no title shall be applied for in accordance with the Colorado Abandoned Vehicle Law.

   c) When a motor vehicle, declared by court order to be a Class I public nuisance, is sold back to the owner or lien holder pursuant to the terms of a court order, the Official Police Garage may assess storage charges against the owner of the vehicle at the approved rate per day; not to exceed a total of 15 days of storage charges. This sum is payable to the Official Police Garage by the owner or lien holder of the vehicle and not by the Town.

3. **Private Tow**

   a) A private tow is defined as any tow by the Official Police Garage in which no Impound Report is created by the Police Department. A private tow shall not include any tow ordered by any other Town department.

   b) The Official Police Garage shall be responsible for processing the disposal of abandoned private tow vehicles in accordance with the Colorado Abandoned Vehicle Law.

J. **Reclaimed Vehicles When Owner Refused to Pay Towing and Storage Charges**

   The Official Police Garage shall not be required to release any vehicle until the lien granted by C.R.S. § 42-4-1806 has been satisfied, if such lien has been perfected in accordance with C.R.S. § 42-4-1807.

K. **Tow Authorization**

   Before the Official Police Garage may commence a tow pursuant to this Agreement, the Official Police Garage tow operator shall secure the consent of one
the following: (i) an officer of the Police Department, (ii) a registered or legal owner, (iii) a person in control of the vehicle, (iv) the driver, (v) an authorized agent or other person having legal right to possession of the vehicle, or (vi) the owner or person in lawful possession of the property from which the vehicle is to be towed.

L. **Repair Authorization**

1. No Official Police Garage employee shall make any repair of a vehicle without written authorization for such repair from the person to be charged therefore. The Official Police Garage is solely responsible for complying with applicable state laws concerning motor vehicle repair charges.

2. The Official Police Garage may make emergency alterations necessary to remove a vehicle from the scene by towing, but shall not make any charge for any such alteration unless such charge be listed upon the tow bill and furnished to the person authorizing the tow prior to the commencement of the tow.

N. **Service LOG**

A log of all services performed for the Town shall be maintained at the office of the Official Police Garage and shall be available for inspection by Town personnel during normal business hours. At a minimum, the log shall contain the following for each tow service performed for the Town:

1. Date of activity.
2. CPD dispatch time and time of tow truck arrival on scene.
3. Location of activity.
4. Time requested activity is completed.
5. Vehicle or item description (make, year, model, color(s), license number).
6. Disposition of vehicle/item.
7. Invoice Number.
8. Name of tow truck operator.
9. Carbondale Police Department case report number.

IV. **LAND AND EQUIPMENT REQUIREMENT**

A. **Storage Lot**

The Official Police Garage shall provide a storage lot or lots which comply with the local zoning ordinances. The lots shall be of sufficient size to store a minimum of 60 full sized
vehicles. The storage lots shall be graded to provide sufficient drainage to prevent accumulation of standing water.

The business office of the Official Police Garage shall be at the main storage yard. The location of the main storage lot and any additional storage lots utilized for vehicle storage by the Official Police Garage shall be approved by the Police Department prior to its use. The business office and storage lots shall be located in close proximity to the Town. The distance of additional storage lots from the business office shall be a factor in the evaluation and award of the bid.

The Official Police Garage shall maintain sufficient storage space to store all vehicles as requested by the Police Department with the lot requirements of this section.

B. **Towing Units Required**

1. The Official Police Garage operator shall have at least one (1) towing vehicle available at all times (7 days a week 24 hours). The requirements of this paragraph must be met by the Official Police Garage operator. Subcontractors may not be used to meet this minimum request.

C. **Minimum required tow truck equipment**

1. 15” wheels with fender covers, front and rear
2. 8-ply tires
3. 2-way communications
4. *Rubber sling - minimum 15,000 lbs. stress*
5. 2.2 lb. dry chemical fire extinguisher
6. *Set of car dollies - spare tire for dolly*
7. Shovel
8. 18” push broom
9. 2-gal. gas can with gas
10. 4-way lug wrench
11. One roll of friction tape.
12. Toolbox with assorted hand tools (hammer, assorted screwdrivers, wrenches, etc.)
13. *Tie-down strap*
14. 2 4x4 blocks
15. 1 tow chain 5/16” links or better at least 12’ long
16. 12, 30-minute flares
17. *Extending tail and stop lights for towed vehicles
18. 1 flashlight
19. Flashing emergency lights (4-way)
20. *2 chock blocks
21. Air tank (60-100 lbs.)
22. Car opening tool
23. Pry bar
24. Jumper cables
25. Roll of wire
26. First aid kit
27. Winch cable (9,000 lb. strength)
28. Tire chains - chains shall be used on all tow trucks during severe snowstorms
29. Other equipment not specified in this list but required under Rule 16, P.U.C. Rules and Regulations.

* Not required on rollback trucks: Items 4, 6, 13, 17, 20.

D. Communication Equipment

Each towing unit shall be capable of communicating with the office of the Official Police Garage either by radio or telephone. A person capable of communicating with each towing unit shall be available by telephone at all times.

E. Official Insignia

Whenever a towing unit is dispatched at the request of the Police Department, it shall display the tow company name.

F. Entry onto Storage Lot

The Official Police Garage shall comply with all applicable environmental, health, and safety laws and regulations. The Town shall have the right to enter the storage lot or lots at reasonable times for the purpose of inspecting the facility, if necessary
to determine whether the Official Police Garage is in compliance with all applicable environmental, health and safety laws and regulations.

V. INSURANCE REQUIREMENTS

The contractor, prior to commencing work, shall provide at its own cost and expense, proof of the following insurance to the Town. Such insurance shall be obtained from financially responsible insurance companies, licensed in the State of Colorado and acceptable to the Town. Prior to cancellation of or material change in any required policy, a minimum of thirty (30) days written notice shall be given to the Town by means of registered mail, return receipt requested.

ALL POLICIES AND OR CERTIFICATES OF INSURANCE SHALL INCLUDE THE TOWN OF CARBONDALE AS AN ADDITIONAL NAMED INSURED AND PROVIDE THE TOWN WITH AN ENDORSEMENT TO THIS EFFECT WITHIN THIRTY (30) DAYS OF CONTRACT AWARD.

Required Coverages:

1. WORKER’S COMPENSATION - In compliance with the Compensation Law of the State of Colorado.

2. GARAGE KEEPER’S INSURANCE - A minimum limit of liability per occurrence of $100,000 combined single limit for bodily injury and/or property damage.

3. GARAGE KEEPER’S LIABILITY - A minimum, limit of liability per occurrence of $500,000 combined single limit for bodily injury and/or property damage.

4. AUTOMOBILE LIABILITY - A minimum limit of liability per occurrence of $500,000 single limit for bodily injury and/or Property damage. This required coverage may be included under GARAGE LIABILITY. The following coverages shall be included:

   a. Cargo (minimum $50,000)

   b. Owned Automobiles.

   c. Hired Automobiles.

   d. Non-owned Automobiles.

All referenced policies and/or certificates of insurance shall be subject to the following stipulations:

Underwriters shall have no right of recovery or subrogation against the Town of Carbondale, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

The clause entitled “Other Insurance Provisions” contained in any policy including the Town as an additional named insured shall not apply to the Town of Carbondale.
The insurance companies issuing the policy or policies shall have no recourse against the Town for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the contractor.