

( \_\_\_\_\_ ) Published in The Wichita Eagle, Friday, April 15, 2016

## **REQUEST FOR PROPOSAL NO. – FP640016**

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., WEDNESDAY, MAY 4, 2016.** **One (1) original and nine (9) copies of the proposal are required.** Envelopes must be marked "**Request for Proposal FP640016 show Due Date and Time** to identify contents. "Request for Proposal" submittal letter must be signed and dated to submit a proposal for:

### **POLICE DEPARTMENT**

Impound Towing, Storage & Auction Services

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636. This information is also available on the City of Wichita Web Site at <https://ep.wichita.gov>.

A **PRE-PROPOSAL CONFERENCE** will be held in the Finance Conference Room, on the Twelfth Floor of City Hall, 455 N. Main Street, Wichita, Kansas on **Thursday, April 21, 2016, at 10:30 A.M.** The purpose of the meeting will be to answer questions from vendors regarding the specifications and proposal procedure.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to **3:00 o'clock p.m., WEDNESDAY, MAY 4, 2016.**

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316)268-4636.

Dated at Wichita, Kansas on the 12th day of April, 2016.

Melinda A. Walker  
Purchasing Manager

# ATTENTION

A PRE-PROPOSAL CONFERENCE WILL BE HELD IN  
THE FINANCE CONFERENCE ROOM

TWELFTH FLOOR, CITY HALL

455 NORTH MAIN STREET

**AT 10:30 A. M.**

**ON**

**THURSDAY, APRIL 21, 2016**

THE PURPOSE OF THE MEETING WILL BE TO REVIEW  
REQUIREMENTS AND SPECIFICATIONS  
CONTAINED IN THIS PROPOSAL PACKAGE AND TO CORRECT  
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

ATTENDANCE AT THIS PRE-PROPOSAL IS **RECOMMENDED**  
FOR THOSE FIRMS SUBMITTING PROPOSAL  
AS A PRIME CONTRACTOR.

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**I. PURPOSE**

It is the intent of this Request for Proposals (RFP) to obtain the services of a qualified towing firm or firms to provide comprehensive towing, storage and web-based online auction services for the purpose of allowing citizens to pick up and pay for their property or selling all unclaimed police initiated tow vehicles and equipment at a public on-line auction for the Wichita Police Department (herein known as WPD) of City of Wichita, Kansas. WPD’s intent is to streamline the entire police initiated impound process pursuant to Section 11.97.010 of the Code of the City of Wichita, an example of impounded tows from arrest, accidents, and abandoned vehicles and maximize the revenue for the vehicles and miscellaneous items that are available under this type of towing services and surplus disposal resulting in an annual contract. KSA 8-1101 et. seq. are the laws in Kansas regarding towing of vehicles and the selected firm will be bound by the provisions of the State Statute and City Ordinances of the City of Wichita.

The WPD is seeking an appropriately qualified towing contractor(s) to intake, store, and release up to 1,500 vehicles per year, with an average *daily* inventory of up to 1,500 vehicles. The proposer will tow these vehicles from various areas of the city. They will follow the requirements stated herein to manage, up to 1,500 vehicles per day, including the auction of unclaimed vehicles and the return of claimed vehicles to their owner. This RFP is being solicited because our current contract and annual options will expire. The current on-line auction service that was utilized on the previous contract was with Purple Wave with a favorable recommendation by WPD on last contract period. It is anticipated that subcontracting may be required for this contract because there are several components to the work required—namely: towing, storage, management and auctioning of unclaimed vehicles.

The successful proposer or proposers for the auction services will work directly with the towing firm or firms and WPD to coordinate payments and pickup of assets purchased. The property will be in the possession of the successful proposer for the on-line auction services at their designated site. All payments for items will be sent directly by the proposed auction service to the towing firm and WPD for processing. WPD reserves the right to award to one towing firm or additional towing firms whichever is deemed to be the most beneficial.

**II. BACKGROUND**

The WPD employed the services of several wrecker contractors to provide 24/7 full service Impound Towing and Storage. These Impound tow services will be for vehicles impounded and as directed by WPD pursuant to Section 11.97.010 of the City Code. The wreckers contractors auctioned off the unclaimed impounded vehicles as directed by WPD and utilized the City’s contracted auction service provider “Purple Wave” to sell all the unclaimed police initiated tow vehicles and equipment at monthly auctions with the following quantities over the last three fiscal years that were contracted are listed below:

<b>YEAR</b>	<b># of Impounded Vehicles</b>	<b>#of Impounded Vehicles Sold at Auction</b>
2013	1,417	532
2014	1,458	384
2015	1,457	404

The Wrecker Contractor sold Impound vehicles as directed by WPD pursuant to in a written or electronic approval. The Impounded vehicles were sold on the on-line auction utilizing the City's contracted vendor. Purple Wave On-Line Internet Auction Company remitted 87.5% of the successful auction price of each vehicle, the net proceeds to WPD after the Wrecker Contractor was paid (\$400) four hundred dollars for towing and storage fees for each vehicle and the remaining 12.5% of the auction sale price.

Wrecker Contractor towing and storage fee structure for services rendered by the Wrecker Contractor pursuant to this Agreement was compensated in an amount.

The Impound Wrecker Contractor submitted an amount for the towing and storage of a vehicle in the amount of (\$400) four hundred dollars per auctioned vehicle. If the Internet Auction Company has paid at least (\$400) to the Wrecker Contractor for a vehicle the City shall have no other obligations to pay the Wrecker Contractor under this agreement. If the Auction Company does not pay the Wrecker Company at least (\$400) the City paid the difference of (\$400) four hundred dollars and the amount paid to the Wrecker Company by the Auction Company. This payment was made after the City completed a monthly audit of the invoices submitted by the Wrecker Contractor; however such payment was made within thirty (30) days of the receipt by the City of the invoices submitted by the Wrecker Contractor.

The contracted auction service Purple Wave paid the agreed percentage amount above as per the contract of the auction proceeds directly to WPD approximately \$200,000 and paid the six (6) contracted wrecking firms approximately \$760,000 during the three year contract period of 2013 – 2015.

### **III. SCOPE OF SERVICES**

The proposer should be able to provide a 24/7 full customer service program to WPD that is able of providing towing services, storage, ability to collect payments from owners during business hours that are willing to pick up and pay for the towing and storage fees for their vehicles and/or sell off vehicles (property) that have been deemed as unclaimed property, with all the legal proper notifications handled by WPD. Towing firms should have the capability to provide customer service to citizens that come to the tow firm facility to pay the established fees and pick up their vehicles and property. WPD will notify the tow firm of when the unclaimed property can be sold at a public auction. Purchasers of any such property shall pay for items of invoiced property purchased at a public auction by certified check, electronic funds transfer, cash, or credit card. In providing these services, the proposer agrees to fully comply with the terms, conditions, and representations of its program.

The proposer should be able to adhere to the City's Tow Ordinance.

1. Proposer should be able to provide or contract with an auction service that has the necessary computer hardware and software, as well as provide related support services required for conducting and management of an on-line website auctioning services or contracting with a third

party including:

Training in the use of the proposed system  
Customer Support  
Maintain a web site accessibility rate of at least 98%  
PCI compliant in safeguarding the website

The proposer should be able to document the ability for the auction service to incorporate digital photography into the advertisements for individual vehicles and misc. items that are put up for sale on the auction site, maintenance of complete and accurate records of the bidding for each of the auction items, chronology of the bidding for each of the auction items and the awarded price.

The recommended auction services should document the development, installation and maintenance of an adequate information systems on its website(s) to guide prospective proposers through the entire website, bidding, award of bid, payment, delivery and general information requirements of prospective proposers as well as a customer service functions for the benefit of proposers. Proposers should be able to document its capability to include information modules on its website for WPD staff to track status of vehicles and misc. items listed for auction sales and demonstrate the demographics of registered bidders on their auction website with at least a minimum of 100,000 registered bidders.

If the WPD discovers any objectionable material on Web pages utilized by the proposer to sell WPD property, the WPD reserves the right to demand the removal of such objectionable material. If such objectionable material is not removed immediately, then the WPD reserves the right to discontinue Internet auctions of its invoiced property.

The successful proposer should be able to maintain and manage the online auction services to include:

- a. The proposer should be able to provide advertising for auctions at the proposer's expense.
- b. The proposer should be able to have or develop a website that meets or exceeds current industry practice standards with regard to user security.
- c. The proposer should be able to commit to ongoing efforts in attracting in state, national and international proposers to its online auction to maximize sales price.
- d. To auction cars at least weekly to minimize any storage charges and maximize the revenue to the city.
- e. Provide an electronic database that tracks all vehicle transaction history from pick-up to final disposition.
- f. Provide the WPD daily access to this electronic database and the subsequent reports and inventory status of every vehicle.
- g. The proposer should be able to complete title affidavits and bill of sales for vehicles sold at auction.
- h. Auction format similar to established current on-line auctions (i.e., E-bay) with familiar prompts and navigation for easy access to auction items.
- i. Pre-qualify and register all proposers so that bid manipulation is eliminated and provide fraud detection and prevention features.
- j. Provide dedicated Customer Service representative.

2. Proposers should be able to provide a list of other agencies, preferably governmental, which the proposer has currently and previously done business. Provide documentation of any viable experience or plans to develop in the operation of online auctioning services or proposed sub-contracting ventures. Such experience shall include posting on proposer's web site(s), operation of an online bidding system permitting continuous, 24 hour, real-time bidding and validation of bids and documentation of high proposer and collections along with supporting documentation for the City of Wichita audit process.

3. WPD reserves the right to have any vehicle returned to the possession of vehicle back to WPD, or its rightful owner, prior to auction even if the item has already been collected by proposer.

4. WPD shall conduct regular and unannounced random inspections of any and all facilities 24 hours a day, seven days per week, and 365 days per year. The proposer will allow the WPD to monitor all administrative functions associated with WPD vehicles taken into their custody.

The successful firm will be required to furnish the following reports to the WPD or when requested by WPD:

A detailed client list and shipping list.

Monthly reports of all of the WPD items of invoiced vehicle property that has been sold by proposer and the prices at which any such items were sold. This report shall include shipping and handling fees as well as sales taxes and credit card fees on each item.

Quarterly (un-audited) and annual (audited) financial Statements.

Monthly reports of all of the WPD's invoiced property on hand.

Monthly statements of returns of the invoiced property of the WPD that have been purchased at auction and the complaints of any purchasers.

Record Retention/ Audits: The successful proposer shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the successful proposer's proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including proposer copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the City on demand and without advance notice during the successful proposer's normal working hours.

City personnel may perform in-progress and post-audits of proposers records as a result of a contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

5. The successful proposer should be able to maintain and manage the listed services that are listed below to include:

1. The proposer should be able of responding to a police dispatched calls within 45 min. of the time the call is received.

2. The proposer should be able to have a fleet of tow trucks with other tow companies to be able to meet the daily needs of WPD.

3. Proposer should be able to be responsible for removing all debris from any police accident scene.
4. Proposer should be able to have all tow trucks marked appropriately with the company name.
5. Proposer employees will wear appropriate clothing that shows the name of their company.
6. City of Wichita has the right to suspend any contractor if two or more documented complaints are received, researched and proven.
7. The local facility should be located within City of Wichita and be of sufficient size and have the ability to store in excess of 1,500 vehicles at any given time and the ability to grow the facility if additional space is needed.
8. The proposer should be able to show experience in dealing with the public in returning vehicles that were towed insuring that systems are in place to make sure that releases are controlled by WPD.
9. Proposer should be able of inspecting tow trucks to meet city requirements set forth in the contract.
10. The successful proposer will be required to furnish certificate of insurance as required by insurance specification of the contract prior to the contract being issued and provide proof to city yearly or on demand.
11. Proposers should be able to provide towing forms that provides information of each tow that is given to the public and report this information electronically to WPD on a daily basis.
12. Proposer should be able to be registered with the KCC (Kansas Corporation Commission).
13. Proposer should be able to be up to date with all state and local taxes.
14. The proposer should be able to agree to crush vehicles that a VIN (Vehicle Identification Number) cannot be generated by the State of Kansas at their expense.
15. The proposer should be able to maintain an office adjacent to its storage facility to enable legal owners of vehicles to retrieve their vehicles. This office will be open to the public daily from 7AM to 7PM so that owners may retrieve their vehicles.
17. The proposer should be able to be available 24 hours a day, seven days a week, and 365 days per year, to respond to calls for service.
18. The proposer should be able to tow/store heavy-duty equipment/trucks.
19. The proposer should be able to tow multiple vehicles from a single location at one time.
20. The WPD will issue a notice to the Proposer that will then allow it to auction each vehicle. Only vehicles with this WPD notice will be able to be auctioned.
21. Upon notification from the WPD that a vehicle is to be picked up, the Proposer will record:
  - a) The time the request was received.
  - b) The time a tow unit is assigned.
  - c) The location of tow request.
  - d) The time the tow unit is on scene.
  - e) The time vehicle arrives at storage facility.
  - f) The total mileage of tow.
22. Nothing in this agreement shall give the proposer the right for any purpose to have, use or display any logo, shield, numbers, insignia or emblems which in any way even resemble those used by the WPD.
23. Proposer should be able to remove the license plate from vehicle schedule for sale and keep in a centralized locations for WPD staff to recover.

## 6. Claims

The proposer shall not search the interior of each vehicle upon its entrance to the storage facility. Any property/contraband found in a vehicle shall not be disturbed and the auto will be secured. Contraband is defined as any property that is not legal to possess or that can be used for evidentiary purposes. When in doubt, the proposer will be responsible for notifying the WPD. The discovery of contraband will be immediately reported to the WPD.

The proposer will digitally photograph all vehicles prior to hooking up the vehicle and when they enter and leave the facility. A minimum of nine (9) photos per vehicle shall be taken and emailed to WPD, Property & Evidence section. Photos shall be taken of at a minimum the front of vehicle, right side of vehicle, left side of vehicle, rear of vehicle, VIN numbers/s if applicable, vehicle keys, contents of front seat, contents of back seat, contents of trunk unless inaccessible, odometer reading if available and interior (mainly the dash area to capture stereo equipment) and one photo including VIN numbers such photos will be stored by Wrecker Contractor for sixty (60) days or until vehicle is released and available for WPD, Property & Evidence staff to view and print pictures.

The proposer agrees to hold the City of Wichita and/or the WPD harmless of any and all theft or property damage of vehicles in the proposer's storage lot.

The proposer agrees to absorb all costs assessed against the City of Wichita and/ or WPD related to the theft of or from vehicles from the proposer's storage lot and/or property damage associated with vehicles as a result towing, storing, and releasing vehicles.

Upon possession by the proposer of the vehicles contemplated under this agreement, the Department will no longer bear any risk of loss of or damage to the items. Moreover, the proposer shall indemnify the City, the Department and their respective successors, assigns, officers, directors, employees, shareholders and agents, and their heirs, distributees, executors or administrators against any claims made by the purchaser of vehicles sold at auction pursuant to the terms of this agreement. Should a vehicle be sold pursuant to the terms of this agreement need to be returned by the purchaser of the item, the WPD will only be responsible for returning the portion of the sales price that was remitted to it by proposer under the terms of this contract.

## 7. Personnel

- a. The proposer's employees will act courteously, respectfully, and responsibly toward each rightful owner or agent of each vehicle towed, stored, and released.
- b. The proposer's employees will cooperate with all WPD personnel in any matters related to the storage of vehicles when requested to do so.
- c. The proposer is responsible to retain all vehicle keys that are received at the time of the initial towing of the vehicle. Information pertaining to the existence of the keys should be provided to the auction service. Contracts will be cancelled within thirty (30) of Towing Firms that are not complying with this requirement.
- d. The proposer's employees will ensure that no part or property is removed from any vehicle that is towed or stored by the proposer. If any contraband is found by the proposer and its employees, or the sub proposer and its employees, the proposer *must* notify the WPD immediately. The WPD reserves the right to conduct a legal search of any and all vehicles stored by the proposer.

## 8. Security

Perimeter Fencing

- a. Each storage lot perimeter will be enclosed by a security fence or wall and will be kept free of weeds, rubbish, or other material able of offering concealment or assistance to an intruder attempting to breach the barrier.
  - b. The perimeter fence will completely enclose the area where WPD-invoiced vehicles are secured.
- Lighting
- a. The area and structure within the property's general boundaries will be well lit.
  - b. The lighting around the perimeter of a location should be uniform.
  - c. Light fixtures will be maintained, re-lamped, and cleaned when necessary.
  - d. Security camera will be required to record the entire area where WPD police initiated tows are stored 365 days per year, 24 hours per day. Security tapes will be kept for 30 days.

**9. Taxes**

The proposer shall pay all City, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the City and the proposer, as the taxes shall be an obligation of the proposer and not of the City, and the City shall be held harmless for same by the proposer.

The City of Wichita is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

**10.** All surplus items are sold "As is - No Warranty - Where is" and must be removed from the premises within the time and dates identified in the auction listing. All sales final, no refunds, no returns and no exchanges.

**IV. ANTICIPATED SCHEDULE**

The following represents a tentative outline of the process currently anticipated by the City:

- o Request for Proposals distributed April 12, 2016
- o Pre-proposal conference **Thursday, April 21, 2016, 10:30 a.m.**
- o Receive written proposals **Wednesday, May 4, 2016, 3:00 p.m.**
- o Conduct oral interviews and negotiations **May 2016**
- o Contract begins June 1, 2016

**V. GENERAL CONTRACT TERMS AND CONDITIONS**

The contract is to be in effect for a one year period with options to renew the contract under the same terms and conditions for four (4) successive one-year periods by mutual agreement of both parties. This contract is subject to cancellation by the City of Wichita upon thirty (30) days written notice.

The parties agree that during the terms of this contract the City of Wichita may establish its own wrecker service that may be included in the Spider rotation list for Police Impound Services. The City of Wichita during the contract extension renewal periods reserves the right to add additional towing contractors or entities may be added other than the City of Wichita in the Spider rotation list for Police Impound Services.

## **VI. PROPOSAL SUBMISSION REQUIREMENTS**

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of firms seeking to provide comprehensive services specified herein for the City of Wichita, in conformity with the requirements of this Request for Proposal. The proposal should demonstrate qualifications of the firm and the staff to undertake this project. It should also specify the proposed approach that best meets the Request for Proposal requirements. The proposer must address each of the service specifications under the Scope of Services.

By submitting a proposal in response to this Request for Proposal, the proposer represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.

### **Mandatory Elements**

1. One (1) original and ten (10) copies of the proposal must be submitted to the following address no later than **3:00 P.M. on WEDNESDAY, MAY 4, 2016:**  
City of Wichita, Purchasing Manager  
12<sup>th</sup> Floor, 455 N Main  
Wichita, KS 67202
2. All proposals must be submitted in writing on 8 ½" X 11" white paper (no legal size or odd size pages are permitted) and fully address the Scope of Services.
3. The proposal must include the signature of an official of the firm that is authorized to contract for the firm. The proposal must contain: contact person name and title; name of firm; address of firm; telephone number of contact person; fax number of firm and email address of contact person.
4. Certification 1-The Consultant hereby certifies that:
  - A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to **solicit** or secure this Agreement.
  - B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
  - C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).
5. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

- (a) No Federal or locally appropriated funds shall be paid, by or on behalf of the proposing firm to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the proposing firm shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

6. Certification 3-The Consultant hereby certifies that:

Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

- 7. A profile of the firm including the official contact person, telephone number and mailing address.  
If the firm is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified.
- 8. The firm's experience, including length of time in business, and the experience of staff members who would be assigned to work with the City of Wichita.
- 9. References with the nature of the services provided and contact information for each reference provided.
- 10. Proposal for services and methodology for delivery of services.
- 11. Affirmative action program or policy in the firm.
- 12. Proposed fees for professional services;
  - Price per auction (listing fee)
  - Standard Commission Fee
  - Any others fees that maybe charged to the City
  - Training Fee's
  - Start-up cost if applicable
  - Advertising costs in order to generate interest in unique surplus items

**(Anticipated) Payment Structure:** It is anticipated that the payment structure of the contract(s) awarded from this RFP will be based on a combination of prices for towing fees, storage fees and auction commission. Attached is a copy of the current contract.

The proposer will provide its prices for the fees for towing and storing, as well as the commission it will return to the City for the auctioning of vehicles. The proposer will submit a "Price Proposal" listing the costs for **ALL** services to be performed.

This cost sheet will include the price structure for the following:

1. Towing costs for regular and large size vehicles (per tow).
2. Storage costs for regular and large size vehicles (per day).
3. Anticipated auction proceeds for vehicles.
4. Amount to be remitted to the City from auction proceeds and/or commissions.
5. Amount to be remitted to the City from Police initiated private tows (Not Auctioned) (Commission).
6. The City will be exempt from incurred storage fees.

The cost of preparing and delivering proposals is not eligible for inclusion in the cost proposal. Proprietary business information included in the response to this Request for Proposal should be marked clearly as such. Information that is strictly proprietary may not subject to release, as a component of an open record request subject to review by the City Attorney. Proprietary information should be marked as such on each page on which the information appears.

## **VII. EVALUATION CRITERIA**

A Screening and Selection Committee consisting of staff from various City departments and/or the community will evaluate proposals. At the discretion of the Selection Committee, respondents may be asked to make an oral presentation to clarify information in their submittal. The Selection Committee will make recommendations regarding the selection to the City Council and request authorization to enter into a contract with the approved firm.

Proposals and firms will be evaluated based on the following minimum selection criteria. If the respondent is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified.

### **A. Mandatory Elements**

1. The proposal identifies the firm fully, its name, telephone, address and locations, identifies the location from which the services will be provided, and identifies the principal of the firm that will be responsible for the services.
2. The firm or any officer of the firm does not have a conflict of interest with the City of Wichita, the City's current Council members or senior staff members.
3. The firm maintains a verifiable record of professionalism and quality and has demonstrated accessibility and responsiveness to the client.
4. Financial stability of firm. Provide financial information that speaks to the current financial health of your company and its prospects for future financial health, including the latest annual audited financial statement. A letter from a banker is sufficient.

### **B. Project Understanding and Presentation**

5. Understanding of project objectives.
6. Approaches to the project and knowledge of the local situation.
7. Preparation, presentation and format.

C. Technical Qualifications

- 8. The firm has demonstrated experience and expertise in the towing industry and auctioning of vehicles.
- 9. Evaluate the three (3) professional references from city governments similar in size to the City of Wichita.
- 10. The quality of professional staff assigned and adequacy of resources.
- 11. Provides examples of work product similar to that, which is being requested.
- 12. EBE/DBE Participation and/or Subcontracting/Joint Ventures.

D. Approach

- 13. The ability of the firm to provide all the required services within the timeframes.
- 14. The comprehensiveness of services offered that are relevant to the project.
- 15. Proposed fees and percentage of revenue sharing with WPD.

Cost will not be the sole criteria for selection of a firm.

**VIII. THE SELECTION PROCESS**

The City of Wichita reserves the right to accept or reject any or all proposals. Submission of a proposal indicates acceptance of the conditions contained in the Request for Proposal (RFP) and an agreement to negotiate a contract for services. The City reserves the right to make an award on the basis of greatest benefit to the City and is not obligated to select the lowest cost option.

A Selection Committee will review the proposals and interview the selected candidate firms. The Selection Committee will make a recommendation to the City Council for a firm to request the authorization to negotiate a contract for services in a not-to-exceed amount.

**IX. KANSAS OPEN RECORDS ACT**

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Proposing firms should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the proposing firm reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be able of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the proposing firm requests that the City to contact the proposing firm for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

**X. POST AWARD CONDITIONS**

- A. Before a contract is executed, the firm must submit to the City an approved Equal Employment Opportunity/Affirmative Action Plan. This does not have to be submitted with the proposal.
- B. The firm agrees, if awarded the contract, to negotiate and enter into a contract with the City of Wichita within 30 days of award.

**XI. SUBCONTRACTING/JOINT VENTURES**

Proposing firms are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more proposing firms is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting firms must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

**XII. EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION**

The City of Wichita encourages all proposing firms to include emerging and disadvantaged business participation in their proposals. Therefore, each firm shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the firm and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

**ATTACHMENT A  
INSURANCE SPECIFICATIONS**

The successful proposer shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the successful Proposer, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the City named as an additional insured for the Commercial General Liability and Automobile Liability, including owned, non-owned and hired car coverage and Umbrella Liability coverage. The coverage shall be provided by a carrier(s) rated “Excellent” by A.M. Bests. In addition, the insurer shall agree to give the City 30 days notice of its decision to cancel coverage.

Commercial General Liability

Combined Single Limit -	\$1,000,000 each occurrence including contractual liability for specified agreement
	\$2,000,000 General Liability -Products/Completed
	\$1,000,000 Personal and Advertising Injury
	\$100,000 Fire Damage Legal Liability

NOTE 1: Contractual Liability covers the following indemnity agreement:  
The successful Proposer agrees to indemnify, defend and hold harmless the City of Wichita, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful Proposer, provided that such liability is not attributable to the City’s sole negligence

NOTE 2: The Commercial General Liability and Umbrella coverage shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the City

of Wichita. There shall be no endorsement or modification of the commercial general liability or umbrella liability to make it excess over other available insurance; alternatively, if the commercial general liability or umbrella liability insurance states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: The successful proposer waives all rights against the City, its officers, boards, commissions, agents and employees for recovery of damages.