

City of Delaware, Ohio, USA

Request for Proposal (RFP)

for

Rotational Towing and Impound Services

Delaware Police Department

Issue Date:	June 23, 2025
Issued By:	City of Delaware Police Department 70 N. Union Street Delaware, OH 43015
Inquiries:	POC – Robert Penrod Delaware Police Department Captain rpenrod@delawareohio.net
Information Due:	Ongoing / Prior to Acceptance

City of Delaware Police Department is seeking multiple interested vendors to provide towing light/medium duty towing services within the City; to include rotational towing and impound services.



SCOPE

The scope and requirements of the (RFP) are listed and explained within the attached Delaware Police Towing Agreement.

CONTACT WITH CITY EMPLOYEES / WRITTEN QUESTIONS

To ensure a fair and objective evaluation of all proposals, all inquiries are required to be submitted in writing to the POC. Written inquiries (e-mail preferred) should be directed to Capt. Robert Penrod at rpenrod@delawareohio.net .

SUBMISSION INSTRUCTIONS

Required documents may be submitted in person at the Police Records Window, Delaware Justice Center, 70 N. Union Street Delaware, Ohio, 8am to 4pm, Monday through Friday. Electronic submissions may be directed to Capt. Robert Penrod at rpenrod@delawareohio.net.

PRESENTATION, DEMONSTRATION AND INTERVIEW

Acceptance of vendor and addition to the Delaware Police Department rotational/impound towing list will be subject to an on-site inspection of vendor's storage facility.

RIGHT OF REFUSAL

The City reserves the right to add or remove vendors from the Delaware Police Department rotational/impound towing list at its sole discretion.

PROCUREMENT SCHEDULE

Vendors will be added to the rotational/impound towing list on an ongoing basis and as soon as possible after verification of compliance with (RFP) requirements.

PUBLIC RECORDS

All vendors are hereby notified that all bids, proposals, quotations, RFI responses, agreements, invoices, correspondence and any other documents submitted to the City become public property and are subject to public disclosure in accordance with Ohio Public Records Law. All public records will be made available upon request, at the earliest time permitted by law.

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to this RFP shall belong exclusively to the City and be subject to public disclosure in accordance with Ohio Public Records Law.

TAX EXEMPTION

The City is exempt from Federal and Ohio State sales tax. A tax exemption certificate will be made available at the successful offeror's request.

EXPENSE OF PREPARING RESPONSES TO THIS RFP

The City accepts no responsibility for any expenses incurred by the responders to this RFP; including cost associated with RFP responses and presentations. Such expenses are to be borne exclusively by the responders.

INCOME TAX

When performing work within the City, the vendor will be required to withhold all City income taxes due or payable under the provisions of the Income Tax Ordinance, for wages, salaries, and commissions paid to employees and further agree that any subcontractors shall be required to agree to withhold any such City income taxes due under said chapter for services performed.

COMPLIANCE

The vendor shall observe and comply with all applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the vendor and within the City.

The vendor shall comply, when applicable, with the U. S. Department of Labor, Safety and Health Regulations identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926 and subsequent amendments.

The vendor agrees that in the hiring of employees for the performance of work under the City's towing agreement, no contractor, subcontractor, or any person acting on his behalf shall, by reason or race, creed, sex, handicap, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, nor shall any contractor, subcontractor, or any person acting on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under the City's agreement on account of race, creed, sex, handicap, or color.

APPENDIX

City of Delaware

Rotational Towing/Impound Rules

In accordance with Delaware Municipal Code 352.12 the Chief of Police shall promulgate a set of rules and regulations to implement chapter 352 as he deems proper. The purpose of the rules are to set forth the terms, conditions, provisions, and requirement for (the name of the towing company is) _____ (hereinafter the "Company") to provide towing service to the City of Delaware and community at large.

It is expressly understood the Company is an independent contractor and not an agent, branch, division, department, or employee of the City. As such, the Company will provide its own vehicle, tools and equipment, employees, and facilities, and shall maintain its own records and withhold, file and pay all appropriate taxes.

Further, "towing services" shall mean the towing and storage of motor vehicles in accordance with the law as requested through any City Police Officer or other authorized agent of the City. "Towing services" shall also mean providing service to disabled vehicles including, but not limited to, the changing of flat tires and the recharging of batteries (jump starts) at the direction of any City Police Officer or other authorized agent of the city

Further, compliance with the established rules listed herein allows the Company to be listed on the Delaware Police Department's rotational towing and impound list; the company will be used on a rotational "as needed" basis and nothing within the listed rules establishes a guarantee of business (certain number of tows, service calls, etc.)

Conditions

The Company shall provide towing service on a twenty-four hour a day, seven days a week basis.

The Company shall furnish the City with one central number at which the Company can be reached 24 hours a day. The Company shall keep the City informed of the Company's central telephone number and address. The Company shall give the Police Department immediate notice of any changes.

The number for the Company is: _____

The Company shall provide a business card with the Company's name, address, telephone number and form for payment accepted (Visa, Cash, Personal Checks, etc.) to tow client.

The Company must respond to the location if requested by the City and provide towing services to the City within thirty (30) minutes of receiving a telephone call. Exceptions can be made at the discretion of the City for unusual circumstances such as severe weather emergencies. Unjustified violations may warrant suspension or removal from the rotational list.

All wreckers used by the Company must meet safety standards as set forth by federal, state, and local law. The Company must submit to inspection upon request.

The Company owner will verify its tow truck operators follow Ohio driving regulations and possess a valid operator's license.

The Company must obey all lawful instructions of a police officer at the scene of an accident or disabled vehicle and comply with all applicable laws. **The Company must clean up and remove from the public roadways all glass, debris, and other injurious substance from the traffic crash scene to which they were called. (O.R.C. 4511.74 (A)**

The Company must maintain a lighted, secure, fenced storage lot or building for vehicles that have been towed pursuant to these rules. The Company will have readily identifiable signage on-site indicating the location of the storage/recovery lot. The lot must be located within Delaware County. The Company must be available to release towed vehicles during the usual and customary business hours, Monday through Friday. A notice shall be conspicuously posted at the entrance to the storage lot indicating a telephone number/procedure for after hours retrieval; an additional fee may apply.

The Company is responsible for the collection of the proper fees (see "fee" schedule.)

The Company agrees to indemnify, protect, defend and hold harmless the City, and all officers, employees, elected officials, volunteers and agents of the City from and against all claims, demands, costs, damages, losses liabilities, expenses of any nature (including reasonable attorneys', accountants', and experts' fees and disbursement), judgements, fines and other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative, or investigative relating to our arising out of the Company's provision of service pursuant to these rules.

Impounds/Vehicles on Hold

The police department will notify The Company, at the time of tow, if a vehicle is impounded. The police department's representative will provide The Company written notice for an impounded vehicle at the time of tow. The company will not release an impounded vehicle without written authorization from the police department and agrees to comply with court orders involving vehicles impounded from the City of Delaware.

Fee Schedule

The fees within this agreement are established by the Chief of Police under the authority granted by Delaware codified ordinance 352.12. Unless the City indicates it is responsible for the cost of the tow, the company shall charge the owner of the vehicle (or the person who the vehicle is being released to) for the fees associated with the tow. The company agrees to comply with the established fee schedule.



	Private Zones	Rotational Towing Rules	Impound Agreement
	ORC 4901:2-24-03 (4513.60) (4513.601)	Proposed	Proposed
Tow Charge (basic)	$ 129.00	$ 130.84	$ 130.84
Tow Charge (GVWR >10,000 Lbs.)	$ 216.00	$ 217.75	$ 217.75
Storage (Per Day)	$ 17.00	$ 17.00	$ 17.00
Storage (GVWR >10.000 Lbs.)	$ 29.00	$ 29.00	$ 29.00
Administrative [1] [2]	$ 25.00	$ 25.00	N/A
After Hours Retrieval [3]	$ 150.00	$ 150.00	$ 150.00
Drop Fee	50% of Tow Charge	50% of Tow Charge	50% of Tow Charge
Tow Charge from Crash		$ 200.00	$ 200.00
Additional Cost Beyond the First Hour (GVWR >10.000 Lbs. per hour)		$ 80.00	$ 80.00
Mileage (Per mile)		$ 4.00	$ 4.00
Retrieve from Ditch		Not to exceed $85 per hour	Not to exceed $85 per hour
Retrieve from Ditch (per foot)			
City Vehicles			
City Vehicles		$ 90.00	
Per mile rate (first 5 miles free)		$ 4.00	
Assist City Vehicle no tow		$ 50.00	
[1] These fees do not apply in all cases			
[2] Adminstrative Fee ONLY applies after 4513.601 (F) notice sent			
[3] After Hours Fee retrieval fee applicable after compliance with 4513.69 (B)(2)			

Insurance

The Company shall maintain liability insurance during the term of this service and shall comply with all requirements imposed by O.R.C. 4513.67 and 4921.09. A copy of the company's current insurance policy, with specified dates of coverage, shall be provided to the Chief of Police or his representative upon joining this agreement and anytime upon request thereafter.

Notices

All notices, requests, statements, reports and other communications under these rules shall, except as otherwise provided herein, be in writing and shall be deemed to have been duly given when delivered by hand, email with return receipt or when mailed by certified or registered mail, return receipt request, to the Parties' addresses as set forth below.

a. If to Company to: _____

(Address) _____

b. If to City to: Delaware City Police Department
70 N. Union St.
Delaware, OH 43015

Cancellation/Termination

Any violation of the terms and conditions of this agreement, at the sole discretion of the Chief of Police, may result in revocation/removal of the Company from the City's rotational/impound wrecker list.

The company, no longer wishing to provide rotational towing/impound services under these rules may notify the Delaware Police Department in writing at anytime.

BY:_____

Towing Company signature Date