

Request for Proposals (RFP) Police Wrecker/Tow Service

PURPOSE

The City of Salina is seeking the services of one or more tow companies to provide the police department with wrecker and towing services per the Request for Proposals (RFP) solicitation specifications which follow. For reference, the City of Salina will hereinafter be referred to as the "City." Companies responding to the RFP shall be referred to as "Proposers," and companies selected to provide services to the City shall be referred to as "Contractors." Any reference to the term "Department" shall be deemed to refer to the Salina Police Department. **Please note:** Following the selection process, the Saline County Sheriff's office, at the discretion of the Saline County Sheriff, may opt to use the same wrecker/tow services provided to the Department per the RFP and award terms.

Scope of Work

The City solicits Proposers seeking to establish contract(s) for towing services. The City reserves the right to award a sole or multiple agreement(s) at its sole discretion at the conclusion of the procurement process. The contract(s) may include, but are not limited to, towing and storage of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic, police impound, seizure of evidence, and motor vehicle accidents. The Contractor(s) shall tow, store, or impound (as necessary) any vehicle upon request of the Department.

EVALUATION CRITERIA

Although price for the services enumerated will be an important part of the consideration for award, it will not be the sole determining factor. The Proposer(s) chosen will represent the City, and the award of a contract for towing and storage of vehicles shall be based on, but not limited to, the following factors:

- (1) The amount of the proposed maximum rate for towing and storage fees to which the service provider is willing to commit for no less than two (2) years;
- (2) The Proposer's technical skill, experience, and sound business practices in providing towing and storage services;
- (3) The Proposer's previous conduct and performance when towing/impounding vehicles for the City, as it relates to integrity, promptness, skill, efficiency, and ability to maintain satisfactory working relationships with vehicle owners;
- (4) The Proposer's existing availability of equipment, facilities and personnel well-suited for providing towing and storage services or the Proposer's demonstrated financial ability to immediately expand or improve available equipment, facilities and personnel if awarded a contract for towing and storage services with the City;

- (5) The Proposer's ability to meet minimum service quality standards established by City Code and solicitation specification; and,
- (6) The ability to comply with all federal, state, and local laws, statutes and ordinances relative to execution of the work and representation of the City. This requirement includes, but is not limited to, protection of public and employee safety; permits; fees; taxes; and, similar subjects.

QUALIFICATIONS/SUBMITTAL REQUIREMENTS

In order for the City to determine the most qualified Proposer to provide wrecker and tow services, the City requests that each Proposer provide the following information no later than the deadline listed below.

Proposal Content

- 1) Name, address, phone number, and electronic mail address of the company.
- 2) Geographic location of the Proposer's principal office.
- 3) Cover letter/statement of qualifications highlighting its qualifications and ability to perform the services per the solicitation specifications, to include the following:
 - a. Related experience and number of years the Proposer has performed tow services.
 - b. Ability to comply with all specifications set forth in the solicitation. If Proposer is unable to comply with any specification by deadline for proposal submittal, please indicate said specification(s) and provide Proposer's compliance plan and timeline.
- 4) Pricing information (please reference enclosed Attachment A - "Pricing" form)
- 5) A signed and notarized copy of the "Non-Collusion" statement (please reference enclosed Attachment B - "Non-Collusion" statement form)

Proprietary Material

Any information provided deemed by the company to be proprietary should be clearly identified as such.

Authorized Officer/Signatures

Each proposal submitted by a Proposer shall be executed by the Proposer by and through its authorized officer. In addition, each Proposer must identify those persons authorized to negotiate on its behalf with the City in connection with the RFP.

Proposal Submittal

All proposals shall be enclosed in envelopes with Proposer's name and address plainly marked in the upper left hand corner and the title of proposal (**Police Wrecker/Tow Service RFP**) must be marked in the right hand corner. A signed original plus two (2) hard copies of the proposal must be received at:

Office of City Clerk
Attn: Wayne Pruitt
P.O. Box 736
300 W. Ash St., Rm. 206
Salina, KS 67402-0736

No later than 5:00 P.M. on Wednesday, August 17, 2016. The City assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Proposals must be received by the City Clerk by the deadline aforementioned to be considered.

By submitting their proposals, each Proposer agrees that the proposal terms as specified in the City's RFP solicitation are acceptable, and affirms that the Proposer has the ability to fully execute and professionally perform all services under such terms and conditions. Any exceptions should be noted in each Proposer's response/proposal.

Communication with the City

It is the responsibility of each Proposer to inquire about any requirement of this RFP that the Proposer does not understand. Questions regarding this solicitation must be directed to:

Wayne Pruitt
Salina Police Department
255 North Tenth Street
Salina, KS 67401
E-mail: wayne.pruitt@salina.org

All questions must be posed through standard or electronic mail. Any oral communication will be considered unofficial and non-binding on the City.

Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by electronic mail addenda to all Proposers.

Equal Opportunity Employment

The awarded Proposer(s) must comply with the City of Salina equal opportunity requirements. The City of Salina is committed to a program of equal opportunity regardless of race, color, creed, sex, age, nationality, or disability.

Affirmative Action

The selected Proposer(s), prior to entering into a contract with the City, shall submit to the City's Director of Human Relations an acceptable written affirmative action plan which shall:

- (1) Identify areas of employment, employment policies, and employment practices which require action by the contractor or subcontractor to assure equal employment opportunity;
- (2) Analyze these areas, policies and practices to determine what actions by said contractor or subcontractor will be most effective;
- (3) Establish a plan with goals and timetables designed to achieve equal employment opportunity; and
- (4) Include provisions for implementation, monitoring, and periodic evaluation in order to ensure that it continues to be a valid plan.

Insurance Requirements

The awarded Proposer(s) shall maintain the required insurance coverage as set forth in the solicitation specifications.

CITY'S RIGHTS

The City may investigate the qualifications of all Proposers under consideration and confirm any part of the information furnished, or to require other evidence of managerial, financial or other capabilities necessary for the successful performance of the agreement. The City reserves the right to:

1. Reject any or all of the proposals.
2. Issue subsequent Requests for Proposals.
3. Cancel the entire Request for Proposal.
4. Remedy technical errors in the Request for Proposal.
5. Approve or disapprove of the use of particular subcontractors.
6. Establish a short list of companies eligible for discussions after initial review of written proposals.
7. Negotiate with any, all, or none of the Proposers.
8. Solicit best and final offers from all or some of the Proposers.
9. Award a contract to one or more of the Proposers.
10. Accept other than the lowest offer.
11. Waive informalities and irregularities in proposals.
12. This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

SOLICITATION SPECIFICATIONS- POLICE WRECKER/TOW SERVICE

1. GENERAL

- 1.1. The conditions set forth in this request for proposal shall apply to all wrecker or towing requests made by the Salina Police Department. A police initiated tow shall refer to all vehicle tows initiated by the Salina Police Department. The conditions of the proposed contract shall not apply when a tow, made by a towing company, is initiated, specified and requested by the driver or owner of the vehicle.
- 1.2. This agreement and proposed charges for towing services shall be established to provide uniform rates for all wrecker towing services provided to any citizen at the request of the Police Department. All charges under the service rate schedule established by proposal shall be chargeable to the owner of the vehicle towed. The owner or driver of a vehicle to be towed shall have the right to determine the destination of the tow, provided that the tow is not to be for a police impound, and the owner or driver is immediately able to pay for all tow charges incurred.
- 1.3. All vehicles towed pursuant to this agreement shall be of the following types: Disabled, wrecked, abandoned, stored, impounded, and/or vehicles involved in criminal situations or in cases in which it is deemed necessary to do so to avoid endangering the safety of any person.
- 1.4. The City of Salina shall have the right to cancel this agreement upon proof that Contractor is or has engaged in illegal or unethical practices. In addition the City of Salina shall have the right to cancel this agreement in the event the Contractor breaches any conditions specified herein.
- 1.5. The Police Department may use wreckers not owned or maintained by Contractor to clear the scene of any accident if, in the discretion of the investigating officer, it is necessary to do so to avoid endangering life or to avoid injury to any person or persons, and where conditions preclude waiting for Contractor's services. However, this does not authorize any other towing service to tow any vehicle from the scene of the accident without the express request of the driver or owner or the officer in charge.
- 1.6. The City of Salina shall not be liable for any towing charges when request for towing is made by the City acting as agent for the operator or owner of any vehicle to be towed.

- 1.7. Requests for towing service by the Police Department may be made by telephone. The successful Contractor must maintain and report his 24-hour business telephone number to the Police Department.

2. INSPECTION

- 2.1. The City of Salina shall have the right to thoroughly inspect and investigate the establishment, facilities, equipment, financial stability, business reputation and other general qualifications of any Proposer, and to reject any proposals, irrespective of the quoted price, if it is determined that the Proposer is lacking in any of the aforementioned essentials necessary to assure acceptable standards of performance.

3. FACILITIES

- 3.1. Contractor shall maintain storage facilities within one (1) mile of the corporate city limits of the City of Salina. Storage facilities shall be adequate to accommodate all vehicles towed under this agreement.
- 3.2. Contractor shall be required to have a fenced storage area, which must be completely enclosed with a fence a minimum of 6 ft. in height, topped with outwardly slanted 3-strand barbed wire. Exterior walls must be made of fencing material of sufficient strength to deter unauthorized entry.
- 3.3. Contractor shall also provide an enclosed, secure storage building with a minimum capacity of two (2) motor vehicles, which may be used for storage of vehicles at the discretion of the Police Department.
- 3.4. Contractor shall maintain acceptable lighting capable of illuminating vehicles from all directions.
- 3.5. The fenced storage area shall have a controlled access point which shall be locked when unattended. This access point shall be such that non-employees are not allowed access onto the lot without the knowledge of the contractor or designee. Contractor shall be solely responsible for the safekeeping of vehicles towed and for items left in the vehicles stored.

4. PERSONNEL

- 4.1. Contractor shall have available sufficient trained and qualified personnel for the operation of the towing service at all times.

- 4.2. Contractor shall assign one (1) person to interact with the Salina Police Department in administering this agreement.

5. STORAGE

- 5.1. Contractor shall not store towed vehicles at any location other than its own place of business, or a lot leased and used by Contractor. Said location shall be on record with the Salina Police Department, and shall be located within one (1) mile of the corporate city limits of the City of Salina.
- 5.2. Vehicles shall be taken directly to Contractor's storage facility unless the Contractor is advised differently by the Police Department or owner or driver of the vehicle.
- 5.3. Removal of personal property shall conform with Section 38.52 of the Salina Code.
- 5.4. After the first consecutive 24 hours of storage, the storage charge for one (1) full day shall be charged for any part of a 24 hour period that the vehicle is held in storage. The storage fee proposal shall be in effect until the vehicle is claimed by the owner/responsible party or until title is awarded to the Contractor.

6. AVAILABILITY

- 6.1. Contractor's services shall be available on a 24-hour per day, 7-days per week basis.
- 6.2. Contractor's site for the storage and return of impounded or towed vehicles must be open for release or appraisal of vehicles, with sufficient personnel staffing the site, as follows:
 - a. On Monday through Friday, inclusive, between the hours of 7:00 a.m. and 7:00 p.m., the site must be staffed for release of vehicles for at least 8 ½ hours per day;
 - b. On Saturday, between the hours of 7:00 a.m. and 7:00 p.m., the site must be staffed for release of vehicles for at least 3 hours per day;
 - c. Contractor shall also provide and prominently display a telephone number where a person wishing to claim a towed vehicle may notify Contractor during all remaining hours of the day not specified above;

- d. During all remaining hours of any day, vehicles must be released within one (1) hour of notification, provided the claimant has made payment of all outstanding charges at the time of release and the Salina Police Department has lifted any “hold order” it may have placed on such vehicle.
- 6.3. Contractor shall not be required to staff the site on Sundays and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. At all other times Contractor's services must be available through a central communications service to release vehicles. An after-hour release fee is allowed.

7. RESPONSE

- 7.1. Upon receiving a request for towing services, Contractor shall be responsible for dispatching the tow vehicles.
- 7.2. Contractor shall respond within twenty (20) minutes to all calls within the city and not to exceed forty-five (45) minutes within the county from the time the call is made by the Police Communications Dispatcher. Contractor shall specify in proposal guaranteed response times for calls for service requiring the concurrent use of one, two, three and four wreckers.
- 7.3. In the event that Contractor does not have the appropriate equipment or cannot respond to a request for service within the time limits established in this agreement, Contractor may subcontract individual tows or specific types of towing services with the consent of the Chief of Police, and Contractor shall make all necessary arrangements with a secondary towing service to remove vehicles within the agreement's time limits and at the price bid by Contractor. Contractor retains ultimate responsibility for compliance with all material terms of this Agreement, and the operation of this paragraph does not in any way avoid or limit Contractor's obligations under this agreement's terms.
- 7.4. In the event the Contractor does not respond in a timely fashion, the Police Department may, at its discretion, call another wrecker service of its choosing.

8. REPORTING

- 8.1. Contractor shall not release any vehicle impounded by the Salina Police Department or property contained therein, without prior authorization (release of police hold) from the Police Department.

- 8.2. The City of Salina further reserves the right to inspect, during normal business hours, the facilities and records which are related to this contract.
- 8.3. Inspection and approval of equipment and facilities by the Salina Police Department is necessary before this agreement becomes effective. Any change or substitution of the equipment or facilities shall be subject to the prior written approval of the Salina Police Department.

9. COMPLIANCE

- 9.1. Contractor shall be solely responsible for complying with all applicable laws, to include K.S.A. 8-1102, 8-1103, and 8-1104, the Salina Municipal Code, and any subsequent amendments thereto, relative to the towing, removing, or storing of vehicles at the request of the City, and the sale or release of vehicles by the Contractor. Contractor shall at all times maintain a current Certificate of Public Service issued by the Kansas Corporation Commission, and a minimum of four (4) trucks providing tow services and registered with the Kansas Corporation Commission.

10. IDENTIFICATION

- 10.1. Contractor shall provide like uniformed wrecker operators. Said uniforms shall have the name of the business and the name of the operator prominently displayed on the outside of the uniform.
- 10.2. All wreckers shall have Contractor's name prominently displayed on their sides.
- 10.3. Contractor shall be required to have its name and 24-hour phone number posted at its place of business and said name and number shall be visible to the public from the street adjacent to or nearest to said place of business.

11. EQUIPMENT

- 11.1. Contractor must have available sufficient equipment for operation of the tow service to ensure full compliance with the terms of this agreement at all times. If unusual circumstances prevent the Contractor from providing equipment as requested, the Contractor shall be responsible for contracting with another tow service.
- 11.2. Contractor must have available sufficient power operated wreckers in good and serviceable condition to provide adequate service to the

City, to include one (1) Flatbed (also called a Rollback or a Slide) truck, fitted with a bed that can be hydraulically inclined and moved to ground level, allowing the vehicle being towed to be placed on it under its own power or pulled by a winch. At least one (1) wrecker must be classified as a Medium or Heavy Duty Wrecker. The balance of Contractor's wreckers may be Light Duty Wreckers. Said wreckers shall be equipped with their proper complement of dollies, chains, slings, and bumpers and other equipment necessary to prevent damage to vehicles. Each wrecker shall also be equipped with a pan and scoop shovel, broom and receptacle for debris, minimum 10-pound dry powder fire extinguisher, and container filled with oil absorbent.

- 11.3. Contractor's wreckers shall have immediate communication with 24-hour dispatching. Use of a radio system and its operation shall comply with the rules and regulations of the Federal Communications Commission.

12. UNUSUAL CONDITIONS

- 12.1. Standby time shall be paid at an hourly rate, as per proposal, and shall be allowed after one-half hour of continuous time at the scene of the towing hookup, but only when these conditions are not the result of circumstances created by the Contractor (such as waiting for additional or different equipment).
- 12.2. The conditions specified above shall be verified by the officer at the scene. Said conditions to be noted on the Contractor's invoice and signed by the officer.

13. RATE POSTING

- 13.1. Contractor shall carry cards or brochures in all vehicles that list rates and terms of this proposal, and shall provide same to owners/operators of all vehicles towed. The card or brochure must include all prices and terms effective under contract and clear instructions with contact information for retrieval of the vehicle.

14. CONTRACTOR Demeanor

- 14.1. Neither the Contractor nor its employees SHALL take photographs at any traffic collision unless it is for documentation of damages. No photographs of any traffic scene may be displayed in any publication or posted on any electronic media or social networking sites.

- 14.2. Contractor agrees to provide information on request to the Salina Police Department of any disposition of a motor vehicle removed at the request of law enforcement personnel, including sale or release, and that any disposition of a motor vehicle removed at the request of law enforcement personnel shall be in accordance with municipal, state, and federal law, including adherence to all applicable notice provisions

15. PROPOSER RESPONSE

- 15.1. Proposer's response to this proposal must address, at a minimum, the following information:
 - a. Completely remove from the site of an accident scene all resulting wreckage, debris, broken glass, and reasonable amounts of automotive fluids dropped upon the roadway, but excluding truck or vehicle cargoes, before leaving the site. In the event the accident scene requires more than 15-minutes to remove debris and fluids from the roadway, the Contractor may bill an agreed upon hourly charge, in 15-minute increments.
 - b. Tow company will be required to maintain an impound facility (indicate location of facility) within a one-mile radius of the corporate city limits of the City of Salina.
 - c. Provide pricing information - this must be an all inclusive list, i.e., winching, extra services, etc.
 - d. Provide information on tow facility size, access and staffing during business hours.
 - e. Provide information on security of facility as well as access to inside storage if necessary.
 - f. A list of towing equipment by make, model, year and capacity, which will be used to carry out the services which are the subject of this RFP.
 - g. The names, birth dates, and other identifying data of all employees who will be performing services under the agreement.
 - h. A description or copy of the Proposer's collection procedures policy.

16. SPECIAL CONDITIONS

- 16.1. Requests for service from the City shall be given priority over all other requests.
- 16.2. Contractor will be required to list all wrecker drivers, to include drivers' license information and any felony or misdemeanor convictions they may have in the past five (5) years. The Chief of Police will have authority to approve or disapprove all wrecker drivers used by the Contractor to fulfill the terms of this agreement.
- 16.3. The Chief of Police shall have the authority to call meetings with the Contractor for the discussion and resolution of problems and for the discussion of mutual concerns.
- 16.4. The Contractor shall, at the request of the Chief of Police or his designee, waive or reduce towing and/or storage fees when it has been proved to the satisfaction of the Chief of Police that a vehicle was towed in error or erroneously stored for an improper amount of time.
- 16.5. The Contractor shall hold the City harmless for damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles from the time the contractor takes control of the vehicle.
- 16.6. To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract.

17. INSURANCE REQUIREMENTS

17.1. It is understood and agreed that the Contractor, prior to engaging in any City wrecker/tow activity, shall maintain and provide to the City Clerk, or his or her designee, proof of the following insurance protection:

A. **GARAGE LIABILITY**. Protection limits of at least \$500,000 Combined Single Limits, bodily injury and property damage. Policy must include the following:

1. Premises & Operations Liability;
2. Products & Completed Operations;
3. All Owned, Hired and Non-Owned Autos; and
4. Garage keeper's Legal Liability including:
 - a. Comprehensive;
 - b. Collision;
 - c. Towing (On-Hook); and
 - d. \$75,000 Limit per Garage Location.

B. **COMMERCIAL GENERAL LIABILITY**. Protection limits of at least \$500,000 Combined Single Limits, bodily injury and property damage. Policy must include the following:

1. Premises & Operations Liability;
2. Products & Completed Operations.

C. **BUSINESS AUTOMOBILE LIABILITY**. Protection limits of at least \$500,000 Combined Single Limits, bodily injury and property damage. Policy must include coverage for all scheduled, hired and non-owned autos garage keeper's legal liability including:

1. Comprehensive;
2. Collision;
3. Towing (On-Hook); and
4. \$75,000 Limit per Garage Location.

D. **WORKERS' COMPENSATION**. Protection against all claims under applicable state workers' compensation laws. Contractor shall also maintain coverage for claims for injury, disease or death of

employees for which, for any reason, may not fall within the provisions of workers' compensation law. The policy limits shall not be less than the following:

1. Workers' Compensation: Statutory; and
2. Employers Liability:
 - a. Bodily Injury by Accident: \$100,000 Each Accident;
 - b. Bodily Injury by Disease: \$500,000 Policy Limit; and
 - c. Bodily Injury by Disease: \$100,000 Each Employee.

17.3. INDUSTRY RATINGS

The City will only accept coverage from an insurance carrier who is licensed to do business in the State of Kansas; carries a Best's policy holder rating of "A-", or better; and, carries at least a Class VII financial rating.

18. FUEL SURCHARGE

- 18.1. After the agreement has been in effect for a period of 12-months, the Contractor shall be permitted to charge an additional \$5.00 fuel surcharge in addition to the agreed upon police tow fees if the cost of fuel, as reported by the AAA national average (regular grade gasoline or diesel), exceeds \$5.25 per gallon. Written justification shall be forwarded to the Office of the Chief of Police prior to its implementation. Whenever fuel surcharge fees are in effect for police tows, all customers shall be provided with an itemized explanation of the fees involved.
- 18.2. The fuel surcharge, if implemented, shall apply only to actual towing fees and shall not apply towards storage or manpower fees. No fuel surcharge fees shall be permitted if the cost of fuel remains below \$5.25 per gallon.

19. AGREEMENT TERM/MODIFICATION

- 19.1. The Police Wrecker/Tow Service Agreement term shall be for a period of two (2) years. With mutual written agreement of the parties, the agreement may be extended for one (1) additional two-year period.
- 19.2. The parties may adjust the specific terms of the agreement where circumstances require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the City and agreed upon modification or amendment must be in writing, approved by the Chief of Police and signed by both parties.

Attachment A

PRICING

Pricing will be one of the factors considered in evaluating proposals. In the event the City lets contract(s) to more than one Proposer, the City and the successful Proposers will negotiate reasonable prices based on the lowest bid. The City intends, through negotiation, to implement one pricing structure applicable to each tow service company with which the City contracts. The pricing information in each proposal should be submitted in the following format:

SERVICE	RATING	CHARGE
<u>Towing: Accident and Impound</u>		
Automobiles and Pickups (up to 12M)	Light Duty	\$_____
Motorcycles	Light Duty	\$_____
12M Trucks-24M Trucks	Medium Duty	\$_____
26M Trucks – 85M Trucks	Heavy Duty	\$_____
8M – 12M Trailers	Medium Duty	\$_____
Over 12M Trailers	Heavy Duty	\$_____
<u>Storage/Impound Fees (per day)</u>		
Light Duty	Outside/Inside	\$_____
Medium Duty	Outside/Inside	\$_____
Heavy Duty	Outside/Inside	\$_____
<u>Mileage (Outside City Limits) Portal to Portal</u>		
Light Duty	Unloaded/Loaded	\$_____
Medium Duty	Unloaded/Loaded	\$_____
Heavy Duty	Unloaded/Loaded	\$_____

Other Services

After (Normal Operating) Hours Release \$ _____

On-Site Release (already off ground) \$ _____

Driveline removal Light Duty \$ _____

Medium Duty \$ _____

Heavy Duty \$ _____

Winching Light Duty \$ _____

Medium Duty \$ _____

Heavy Duty \$ _____

Scene Cleanup (if applicable) Hourly rate \$ _____
after first 15 minutes

Dolly/Go-Jacks \$ _____

Service Call Minimum \$ _____

Labor Hourly \$ _____

Standby Time Hourly \$ _____

List/Price Other Applicable Charges

Attachment B

**NON-COLLUSION STATEMENT TO BE EXECUTED
BY COMPANY/PROPOSER AND SUBMITTED WITH PROPOSAL**

The undersigned hereby certifies on behalf of _____
(Company) that this Proposal is genuine and not sham or collusive, nor made in the interest of or on behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham Proposal nor solicited any other person, firm or corporation to refrain from submitting a proposal; the Proposer has not communicated, directly or indirectly, with any other Proposer regarding the amount/price to be proposed in response to the City of Salina's Request for Proposals for the Police Wrecker Service/Tow Service Agreement; and Proposer has not in any manner sought by collusion to secure for himself/herself/itself any advantage over any other Proposer.

I declare the foregoing is true and correct.

Signed this _____ day _____ of 2012, at _____ Kansas.

(Signature)

(Print or Type Name)

(Title)