

**REQUEST FOR PROPOSAL – TOWING CONTRACT**  
**Posted/ December 11, 2024**

The City of Baraboo (hereafter the “City”) will receive proposals until **8:00 AM on Monday December 30, 2024** for the towing contract with the City. Late proposals will not be accepted. Proposals must be mailed or hand delivered to:

City of Baraboo  
Attn: Chief of Police  
101 South Boulevard  
Baraboo WI 53913

The contract entered into by the Provider and the City shall be for the period of **January 1, 2025 to December 31, 2027**.

**Service Requested**

From time-to-time, the City may seek the towing and/or removal of abandoned vehicles from City streets. The City may, but is not required to, transfer to Provider such abandoned vehicles that have been towed and stored by Provider where the costs of towing and storage exceed the value of the vehicle. In that event, Provider shall be responsible to follow the requirements of §342.40, Wisc. Stat., regarding abandoned vehicles and their disposal, as well as comply with the provisions of §7.11, Code of Ordinances.

The City may also, from time-to-time, seek the towing of City owned vehicles.

The City agrees that whenever it directs any towing to be done within the City it will use the Provider to provide the towing service whether or not the City can recover the amount of the tow charge or whether the City will be responsible for paying the tow charge directly.

**Terms of Proposal**

The proposal must identify: (1) the towing service rate for the towing of any City owned vehicle (including heavy trucks), and (2) the towing service rate for the towing of a vehicle billed to private party. The Provider shall have the right to charge its regular reasonable towing rates when a party other than the City is responsible for payment of the towing charge.

In submitting its proposal, the Provider agrees to comply with the following conditions in the providing of towing service to the City:

- All City directed tows shall be given priority over other towing calls by the Provider.
- The Provider shall respond to a City or City directed call for towing service within 15 minutes of the call unless the Provider is prevented or delayed in the performance of this obligation by an Act of God, such as severe or unusual weather conditions, or by a defect or failure in equipment owned or supplied by the Provider, or by other cause or event beyond the control of the Provider.

- The Provider agrees to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, out of, or in connection with the performance of the towing services performed by the Provider, its agents, representatives, employees or sub-contractors under this agreement. The Provider shall maintain no less that the following insurance coverage:
  - Commercial general liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage.
  - Automobile liability: \$1,000,000.00 combined single limit per accident per bodily injury and property damage.
  - Worker's compensation and employer's liability: Workers' Compensation limits as required by the State of Wisconsin Statutes and employer's liability limits of \$100,000.00/\$300,000.00.
  - Any deductibles or self-insured retentions shall be declared to and approved by the City.
  - Commercial general liability and automobile liability coverage shall name the City, its officers, officials, employees and volunteers as additional insured and the Provider's insurance coverage shall be primary insurance with respect to the City, its officials, officers, employees and volunteers. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, to the City.
- In performing the under the contract, the City and the Provider intend that there is no agency or employment relationship between the parties and, in performing its duties under the contract, the Provider acts solely and entirely as an independent contractor.
- The Provider agrees to indemnify the City for any work performed by the Provider under the contract.
- The Provider shall be responsible for all safety measures necessary to protect workers and the public in the work zone while completing the work.
- Operator preference in towing services supersedes the ability of City staff to request the contracted towing service.
- Towing for City related parking issues require the vehicle to be placed in the closest legal parking spot or City parking lot.

**PROPOSAL**

**Item Description**

**Price per Tow**

Towing of any City of Baraboo owned Vehicle  
(Including Heavy Trucks) \$ \_\_\_\_\_

Towing of vehicle billed to private party. \$ \_\_\_\_\_

Storage fees \$ \_\_\_\_\_

The above Proposal shall include all labor, materials, transportation, overhead, profit, insurance, etc., to complete the specified work.

The Provider understands that the City reserves the right to reject any or all Proposals and to waive any informalities in the process.

The Provider agrees that this Proposal shall be valid and may not be withdrawn for a period of 30-calendar days after the scheduled closing time for receiving Proposals.

The person signing this Proposal affirms that he or she has the authority to do so on behalf of the Provider, if the Provider is a company or other legal entity.

Respectfully submitted,

\_\_\_\_\_  
*Business Name, if applicable*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Business Address*

\_\_\_\_\_  
*Phone/Email*

Bill's Towing  
2516 Highway 12,  
Baraboo, WI 53913  
(608) 356-2000

Hovland's American Car Care  
4147A Hwy 13  
Wisconsin Dells, WI 53965  
608-254-7852

MJ Towing  
315 Koch Street  
Baraboo, WI 53913

Craig's Towing  
S2492 Hwy BD  
Baraboo, WI 53913