

**CITY OF BREWER
CITY HALL
80 NORTH MAIN STREET
BREWER, ME 04412**

June 20, 2014

REQUEST FOR PROPOSALS

TOWING SERVICE

The City of Brewer invites proposals for towing services for the three (3) year period of July 8, 2014 through June 30, 2017.

The towing services shall be in accordance with the attached agreement and shall cover all requests within the limits of the City of Brewer.

Bidders will establish a schedule of rates for their services and this schedule will **remain firm** for the duration of the contract. The format of the rate schedule may be modified to reflect the normal practices of the bidder but all schedules must contain exact amounts for consideration.

In addition to rate schedule and the annual fee to the City, the bidder must submit a list of his/her towing equipment (make, model, year and capacity), the location and size of the off street storage area, location of the administrative office, and a list of the names, addresses, telephone numbers and dates of birth of all employees who will be performing services under this contract. This information will be subject to verification by the Director of Public Safety and will be a factor in the evaluation of proposals.

As a general guideline the City of Brewer requests services to tow approximately two hundred seventy-five (275) vehicles per year.

Bidders can obtain a copy of the contract and bid form from the Brewer City Clerk's Office located 80 North Main Street between the hours of 8AM and 4PM Monday through Friday. Bid forms are also available on line by going to <http://www.brewermaine.gov/city-manager/doing-business-with-brewer-rfp> or by contacting the Director of Public Safety by email at pantone@brewermaine.gov.

For consideration, the attached bid form sealed in an envelope distinctly marked "TOWING SERVICE RFP" must be received by 12:00 p.m., July 7, 2014 at the office of the City Clerk located 80 North Maine Street, Brewer Maine 04412.

**CITY OF BREWER
AGREEMENT
TOWING SERVICES**

The City of Brewer, Maine (hereinafter referred to as the “City”) and _____ (hereinafter referred to as the “Company”), agree as follows:

I. SCOPE

The Company is hereby granted a contract to remove unauthorized vehicles from the streets of the City of Brewer, subject to the terms and conditions contained herein.

II. FEE

In consideration of the rights stated herein the Company agrees to pay the City \$_____ dollars per year; said amount to be paid by the first of August 2014, and the first of June in 2015, and 2016. Interest charges may accrue to late payments in accordance with City Policy

III. TERM

The term of the Agreement shall be for a three (3) year period commencing on July 1, 2014 and terminating on June 30, 2017 unless terminated in accordance with Article V, paragraphs C.

IV. PROCEDURE

A. Orders

The Company shall tow, and impound as necessary, any vehicle from the streets of the City of Brewer only upon the request of an Officer of the Brewer Police Department.

B. Written Report

The Company shall file a written report with the Brewer Police Department, on a form to be furnished by the Department, within twenty-four (24) hours after any towing service. The report shall include the following information:

1. Date of Service.
2. Location from which the vehicle was towed.
3. Make and year of the vehicle.

4. License plate number and State of registration.
5. Vehicle identification number.
6. Inventory of all personal articles and tools found in the vehicle.
7. Name of police officer requesting the service.
8. Physical condition of the vehicle.
9. Any damage that occurred to the vehicle while being towed.
10. Detailed breakdown of the fee charged to the owner.

C. Storage:

The Company shall tow all vehicles to an off-street storage area supplied by the Company. The storage area shall be reasonably protected and secure to prevent vandalism and damage to the vehicles.

Alternate destinations may be directed to the Police Department. Any vehicle involved in an accident may also be towed to an alternate location if arrangements for payment can be made with the Company prior to the towing service.

The off-street storage area which the Company must supply, must be inspected and approved by the Director of Public Safety and certified by the Code Enforcement Officer as meeting the City's Codes and Ordinances which the Code Enforcement Officer is responsible for enforcing, **before** the contract is awarded.

D. Release

1. Any vehicle that has been impounded by the Brewer Police Department shall not be released to anyone, including the owner, without the prior written approval of the Director of Public Safety or his authorized representative. Such vehicles shall be labeled by the Police Officer in charge with a "Police Hold Order".
2. All other vehicles may be released to the owner or his agent provided that proof of ownership is clearly shown.

E. Unclaimed Vehicles:

1. The company shall dispose of all unclaimed vehicles in accordance with the current laws of the State of Maine.

V. MISCELLANEOUS PROVISIONS

A. Twenty-four (24) Hour Service

The Company hereby agrees to provide sufficient personnel and equipment twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays, to adequately perform the requirements of this contract.

B. Insurance

1. During the term of this Agreement, the Company shall maintain liability insurance with insurance companies authorized to do business in the State of Maine. The insurance coverage shall protect the City of Brewer, its employees or agents against all claims that arise while performing under this contract.

Said liability insurance policy shall provide coverage in not less than the following limits:

Public Liability:	Bodily Injury -	\$500,000 per person
		\$1,000,000 per accident
Property Damage:		\$500,000 per item
Motor Vehicle Liability:	Bodily Injury -	\$500,000
	Property Damage -	\$500,000

2. The Company shall also carry Worker Compensation and Employer's Liability Insurance as required under the State of Maine Workers Compensation Statutes.

3. All insurance may be covered by blanket policies.

4. The Company shall furnish annually certificates of insurance for the insurance required by this agreement.

C. Default or Termination

It is hereby agreed that if the company fails to perform in accordance with the provisions contained herein, or shall be adjudged bankrupt, the City, at its option, may terminate this contract. All fees paid to the City shall not be subject to refund.

In addition, the City may also terminate this contract if the Company is indicted or convicted of a felony.

D. Assignment

It is hereby agreed and understood that this Agreement shall not be assigned or otherwise transferred without the prior written consent of the City.

E. Equipment

All equipment, including but not limited to tow trucks, warning devices, and fire extinguishers, used in the performance of this Agreement, shall be subject to the requirements and approval of the Brewer Director of Public Safety.

F. Rates

The Company shall have the right to charge the owner of any vehicle towed or impounded under this Agreement in accordance with the attached schedule. This schedule shall remain firm for the duration of this Agreement.

G. Indemnity

The Company shall indemnify and save harmless the City of Brewer, its officers, agents and employees from any claim arising out of any act performed under this Agreement.

H. Additional Services

The Company shall thoroughly clean all glass or other debris deposited on the roadway by any vehicle to be towed and shall spread sand on any oil deposits from the vehicle(s).

I. Employees

The Company shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the City Manager and the Director of Public Safety. If the Director of Public Safety notifies the Company in writing that any person employed is, in his opinion, incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed and not again employed in the execution of this contract without the written consent of the Director of Public Safety or the City Manager.

IN WITNESS WHEREOF the parties hereto affix their signature dated at Brewer, Maine this _____ day of _____, 2011.

COMPANY: _____

SIGNED: _____ (Printed): _____

City of Brewer: _____
Stephen Bost, City Manager

BID FORM

TOWING SERVICE

The undersigned bidder hereby declares that he/she has carefully read the attached Invitation for Bids and the Towing Service Agreement and that if he/she should be the successful bidder, he/she:

AGREES to tow, or to tow and impound any motor vehicle within the limits of the City of Brewer for a three (3) year period beginning July 1, 2014 and ending June 30, 2017 in accordance with all terms and conditions of the Towing service Agreement and,

AGREES to pay to the City of Brewer the sum of \$ _____ per year for this right and,

AGREES to maintain a schedule of rates chargeable to the owner of any vehicle serviced under this contract as indicated below:

- NOTES:**
- Mileage and time will be measured from bidders place of business to incident site and return.
 - Rates for day service shall be from 8:00 a.m. to 6:00 p.m.
 - Rates for night service shall be from 6:00 p.m. to 8:00 a.m.
 - Rates for heavier vehicles or jobs requiring use of additional labor and/or special equipment are to be based upon those prevailing in the local area. They will be submitted to, and be approved by, the Director of Public Safety or his authorized representative prior to billing or collection.

Schedule of Rates: (Passenger vehicles and light trucks)

\$ _____ per mile plus

\$ _____ per hour for all time in excess of first

_____ minutes plus

\$ _____ per day for storage.

Minimum Charges:

\$ _____ per vehicle – Day Rate

\$ _____ per vehicle – Night Rate

Administrative Office Location: _____

Storage Location: _____

Equipment: _____

Employees:

<u>Name</u>	<u>Address</u>	<u>Phone#</u>	<u>DOB</u>
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Other Information: _____

Company: _____

Signed: _____

Type or print name and title of signer

Address: _____

Telephone: _____ Date: _____

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal are those named herein and that this Proposal is made without collusion with any other person, firm or corporation.

Respectfully submitted this _____ day of _____, 2011.

IF AN INDIVIDUAL, SIGN HERE:

Signature of Bidder: _____

Address: _____

IF A FIRM OR PARTNERSHIP, SIGN HERE:

Signature of Bidder: _____

Name of Firm or Partnership: _____

Business Address: _____

Name and Addresses of Members of Firm or Partnership: _____

IF A CORPORATION, SIGN HERE:

Name of Bidder: _____

Authorized Signature: _____

Name

Title

Corporate Seal must be

Business Address: _____

affixed in

this space.

Incorporated under the Laws of the State of: _____.