



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

**April 17, 2020**

## **INVITATION FOR BIDS TOWING SERVICE**

The City of Brewer invites proposals for towing services for the three (3) year period of July 1, 2020 through June 30, 2023.

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 secure 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 Public Safety Director 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. Response time and the capacity to respond with multiple tow trucks and/or wreckers, if needed, shall be factors in evaluation of bids along with price.

For consideration, the attached bid form sealed in an envelope distinctly marked "TOWING SERVICE BID" must be received by 2:00 p.m., May 22, 2020 at Brewer City Hall, 80 North Main Street, Brewer, Maine 04412.

Questions about this request for bids should be directed to Brewer Public Safety Director Jason Moffitt at 207-989-7001 or [jmoffitt@brewermaine.gov](mailto:jmoffitt@brewermaine.gov).

**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 July 2020, and the first of June in 2021, and 2022.

**III. TERM**

The term of the Agreement shall be for a three (3) year period commencing on July 1, 2020 and terminating on June 30, 2023 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 Public Safety Director 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 Public Safety Director 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. Such certificates shall list the City as Additional Insured.

**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 Public Safety Director.

**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 Public Safety Director.

If the Public Safety Director 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 Public Safety Director or the City Manager.

IN WITNESS WHEREOF the parties hereto affix their signature dated at Brewer, Maine this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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, 2020 and ending June 30, 2023 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 Public Safety Director 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:

Name

Address

Phone#

DOB

Other Information: \_\_\_\_\_

\_\_\_\_\_

Company: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_

Type or print name and title of signer

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_



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 \_\_\_\_\_, 2020.

**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: \_\_\_\_\_.