

**RFP 14-07**

City of Concord, New Hampshire

Purchasing Division

REQUEST FOR PROPOSAL

**"TOWING AND WRECKER SERVICES"**

Prepared for, and in coordination with the

**POLICE DEPARTMENT  
AND  
GENERAL SERVICES DEPARTMENT  
EQUIPMENT SERVICES DIVISION**

Contract  
Proposal Documents  
Specifications

Firm: \_\_\_\_\_

Proposal Due Date/Time: August 29, 2006 Not Later Than 2:00 PM

# City of Concord, New Hampshire

## PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603) 228-2724



## REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide for the towing and wrecker services as required and ordered by the appropriate City Departments (primarily, Police Fire and General Services). The contractor must be lawfully engaged in providing towing and wrecking services in the State of New Hampshire.

An overview and scope of services is provided in a following section of this Request for Proposal (RFP).

Proposals must be received **not later than 2:00 PM on August 29, 2006** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted in a sealed envelope, which is clearly marked,

### RFP 14-07

### "Towing and Wrecker Services"

Requests may only be issued to authorized firms by the Purchasing Agent and are not transferable unless authorized by the Purchasing Agent.

Copies of RFP14-07 are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or on-line at [www.onconcord.com/Purchasing](http://www.onconcord.com/Purchasing).

**All statements received will be considered confidential and not available for public review until after a contractor has been selected.**

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

**Failure to submit all information as detailed on the Bid Submission Checklist on Page 19 and/or submission of an unbalanced bid are sufficient reasons to declare a bid as non-responsive and subject to disqualification.**

All proposals are advertised in the Concord Monitor and periodically in other various publications, on Concord Cable Channel 17, and are posted publicly at (1) City of Concord, City Hall, 1<sup>st</sup> Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at [www.onconcord.com/Purchasing](http://www.onconcord.com/Purchasing).

CITY OF CONCORD, NEW HAMPSHIRE

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Douglas B. Ross, Purchasing Agent

**Proposal Due Date/Time: August 29, 2006 not later than 2:00 PM**

## GENERAL TERMS AND CONDITIONS

### PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

**Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.**

#### SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

#### WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

#### PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

#### RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

#### PROPOSAL RESULTS:

**All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.**

**NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.**

#### TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

### LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

### PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

### AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

### DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

### INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

### WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

### DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

**ALL INVOICES MUST REFERENCE A VALID CITY OF CONCORD PURCHASE ORDER NUMBER**

**PAYMENT:**

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

**ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.**

**TAX:**

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

**FUNDING OUT:**

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

**ASSIGNMENT OR SUB-CONTRACTING:**

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

**EXCLUSIVITY:**

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to made available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND PUBLIC NUISANCE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6-8 Public Nuisance

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

*FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.*

*FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.*

## **DETAILED TERMS & CONDITIONS**

### GENERAL:

It is the intent of the City of Concord to enter into an agreement for local (within 5 miles of the City of Concord boundary) **towing and wrecker services** as required and ordered by the appropriate City departments (primarily Police, Fire, and General Services Departments).

**At no cost to the City**, the vendor shall jump start, change flats and pick-up, tow and provide carrier service for all City owned vehicles (primarily Police, Fire and General Services Departments) up to 10,500 GVWR and deliver said vehicle to the requested local address.

**At a discounted rate to the City**, the vendor shall jump start, change flats and pick-up and tow all City owned vehicles (primarily Police, Fire and General Services Departments) greater than 10,501 but less than 19,499 GVWR and deliver said vehicle to the requested local address.

There shall be no street clean-up charges for any City owned vehicles.

### LOCATION:

A vendor must be located within five (5) miles of the City of Concord boundary. This requirement will ensure guaranteed response times and will allow Police personnel to have immediate access to impounded vehicles for processing, identification, etc., without having to travel an unreasonable distance to accomplish these tasks. Location will be a factor in evaluating the award of this contract.

### POLICE DEPARTMENT ROTATION:

The successful vendor will automatically become part of the Concord Police Department Towing Rotation as long as it complies with the attached administrative rules. Any requirements mentioned in these rules for a vendor to be located within the City of Concord boundary limits will be waived as long as the vendor's place of business is located within five (5) miles of the City boundary limits.

### IMPOUND & STORAGE AREA:

At the vendor's place of business, the vendor shall have a secured impound area (e.g., locked cyclone fence) such that a person would reasonably believe that entering into such an area would constitute trespassing. In addition to an impound area, the vendor must have a fully secured, enclosed and covered storage area(s). Said storage area(s) may be part of a shared facility, but must be of such design that impounded vehicles may be separated and secured from other uses or activities conducted at the facility. The impound and storage area(s) must be approved by the City of Concord, and will be a factor in evaluating the award of this contract. **Inside and outside storage shall be provided for up to two (2) business days at no charge to the City. The vendor shall be responsible for contacting the City prior to the end of the 2<sup>nd</sup> business**

**day to inform the City that contract storage charges will commence on the 3<sup>rd</sup> business day after storage commences.**

EQUIPMENT & CAPABILITIES:

**The vendor must provide with this bid**, a list of all equipment and vehicles indicating the capabilities and limitations with respect to the numbers, type, and weight of vehicles and services the vendor can accommodate. The vendor must meet the requirements of all State of New Hampshire laws pertaining to wrecker services that are currently in force or are enacted during the life of this contract. All equipment used by the vendor in the performance of this contract may be inspected by the City of Concord and/or the NH Department of Safety to ensure compliance with all laws and specifications. This inspection may occur at any time throughout the contract period.

TIMES OF OPERATION:

The vendor must provide twenty-four (24) hour, year-round service. **The vendor must provide with this bid**, telephone #'s, fax #'s, pager #'s, cellular phone #'s, etc., and continuously maintain these means of contact throughout the term of this contract.

TRAINING:

At a mutually agreed to time and date, the contractor shall **at no cost to the City**, provide a minimum of one (1) junk car for each Fire Department battalion (a total of four vehicles per year) for extrication training at the City's facility(ies). At the completion of each training exercise, the junk car and any associated debris shall be disposed of by the contractor. Arrangements for this training should be made through Acting Fire Chief Bob Vezina, City of Concord Fire Department at (603)225-8650

GUARANTEED RESPONSE TIME:

A response time of **thirty (30) minutes** from the original contact by the City to the vendor must be guaranteed **for emergency calls**. Non-emergency calls **must** be responded to within (60)minutes. **The vendor must give the City acceptable financial consideration in the form of discounts or gratis work should these guaranteed response times lapse.**

COMPLIANCE:

The vendor must demonstrate that its operations are in compliance with all municipal, state and federal ordinances and codes.

EXCLUSIVITY

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

VALUE:

The value of any one service shall not exceed \$200, without written authorization by the City.

PERIOD OF PERFORMANCE:

The period of performance of this contract shall be for one (1) year, subject to appropriation. This contract is renewable, on an annual basis, for up to four (4) additional one- year periods, upon the concurrence of the City and the successful vendor.

INVOICING:

As services are performed or at the end of each month, the contractor shall submit detailed invoices in duplicate (including but not limited to, an item by item listing with the list price, net price, hourly rates, extensions, and total amount due) for all services provided. Invoices should be addressed in one of the following manners:

**For all City owned and US Marshall Service vehicles:**

Mr. Robert LeBreux, Fleet Manager  
General Services Department  
311 North State Street  
Concord, NH 03301

**For all Police Department ordered towing of non-city owned vehicles:**

Major Bob Barry  
Police Department, City of Concord  
35 Green Street  
Concord, NH 03301

**All invoices must reference the City of Concord Account Number and Purchase Order Number.**

ACCOUNT NUMBERS:

The following budget account codes should be referred to on each applicable invoice:

For all city-owned vehicle towing:	Number 84-1410.
For all US Marshall Service vehicle towing:	Number 84-14570.
For all City of Concord Police Department ordered towing:	Number 1-13122.

ASSIGNMENT:

This contract shall **not** be assigned in whole or in part without prior written authorization of the City of Concord.

TERMINATION CLAUSE:

The City of Concord reserves the right to cancel this contract, for any reason, with thirty (30) days written notification to the contractor.

PRICING:

All prices listed are firm for the term of the contract. All prices should include all labor and/or material costs, and any discounts offered. Fuel adjustment surcharges will not be allowed during the period of this contract and or periods of renewal.

AUDIT:

It is the responsibility of the contractor to make available at their place of business, upon demand, all price lists and other records pertaining to purchases made under the contract for the purpose of audit by the City of Concord.

TAX:

The City of Concord is exempt from all sales and federal excise taxes. Exemption certificates will be furnish upon request covering taxable items. **Please bill less any taxes.**

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of the contract. The vendor may be subject to approval by the US Marshall Service which will conduct a complete background check on the vendor.

GUARANTEES & WARRANTY:

All parts and labor related to purchases and/or agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the General Services Department liaison or his/her representative, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the bid prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

### MONTHLY REPORTS:

The successful vendor must provide, to the Police Department, the General Services Department (Fleet Manager) and the Purchasing Agent the following minimum documentation on a monthly basis:

1. The identity, cost and distance towed for each vehicle towed at City expense
2. The identity, cost and number of days stored for each vehicle stored at City expense.
3. The identity, cost and distance towed for each vehicle towed at owner expense.
4. The identity, cost and number of days stored for each vehicle stored at owner expense.

### RECORDS:

Ledgers, records and bills shall be kept for all vehicles towed, stored and serviced and shall be made available to the City of Concord upon request. These records will be kept for a period of seven (7) years.

### JUMP STARTING:

Jump starting Police cruisers may only be accomplished by use of a 12 volt "Battery Pack" or Jumper Battery. Any other means where an excess of 12.8 volts is used is **STRICTLY PROHIBITED.**

### NOTIFYING POLICE DEPARTMENT:

The successful vendor shall notify the Police Department Watch Commander on the first (1st) day that a storage charge is affixed to a stored/held/impounded vehicle.

### SITE CLEAN-UP:

The successful vendor shall render the site from which any vehicle is removed reasonably safe and clean by sweeping up and removing debris, wreckage or parts, oil or fuel and otherwise reasonably returning the site to its condition prior to the vehicle having been present.

### VEHICLE IDENTIFICATION:

Every vehicle used by the vendor in the performance of this contract shall display lettering on both sides of the vehicle that indicates the name or trade name of the vendor, the city and state in which the vehicle is customarily based, and the business telephone number of the vendor. Said lettering shall contrast sharply in color with its background and shall be a minimum of two (2) inches in height.

MEETINGS:

Periodic meetings may be scheduled by the City of Concord relative to the vendors performance under this contract. Attendance by the vendor shall be mandatory. Failure to attend may, at the sole discretion of the City, result in the suspension or termination of all the rights and privileges of this agreement.

SUBCONTRACTORS:

The successful vendor shall be allowed to use qualified, fully insured subcontractors, at contract prices, to fulfill the requirements of the Agreement with the City.

## **PROPOSERS'S DOCUMENT CHECKLIST**

In order to be considered responsive, the vendor shall submit, in one (1) original and two (2) identical copies, the following documents:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. List of Equipment (by number, type and weight) and Capabilities

**The successful contractor must provide, prior to contract signing, the City with its insurance certificate(s), meeting the required minimum levels of coverage, that names the City as an additional insured**

**CITY OF CONCORD, NEW HAMPSHIRE  
PROPOSAL SHEET**

**“RFP14-07, TOWING & WRECKER SERVICES”**

It is the intention of the City of Concord to purchase the following goods and/or services, and the Proposer makes the following firm, fixed offer for these items:

**Item:**

1. All City owned vehicles over 19,499 GVWR

Towing up to 5 miles: \$ \_\_\_\_\_  
Towing beyond 5 miles: \$ \_\_\_\_\_ per loaded mile  
Road service (jumps start, fuel, change flat, etc.): \$ \_\_\_\_\_  
Winching & recovery for disabled vehicles: \$ \_\_\_\_\_ per hour  
Carrier Service \$ \_\_\_\_\_

Discounted Rate for: Carrier Service, 1 ton Dual Wheel Truck

Carrier Service      10,001 – 19,499 GVWR      \$ \_\_\_\_\_  
Carrier Service      19,500 – 35,000 GVWR      \$ \_\_\_\_\_  
Carrier Service      greater than 35,000 GVWR      \$ \_\_\_\_\_

Discounted Rate for: Towing Service, 1 ton Dual Wheel Truck

Towing Service      10,001 – 19,499 GVWR      \$ \_\_\_\_\_  
Towing Service      19,500 – 35,000 GVWR      \$ \_\_\_\_\_  
Towing Service      greater than 35,000 GVWR      \$ \_\_\_\_\_

For all towing and carrier service, the vendor shall list mileage charges (if applicable)

\_\_\_\_\_

2. Police Department ordered towing for non-City owned vehicles for the purpose of a hold/impound and/or storage of all sized vehicles (**upon release of the vehicle by the Police Department, all additional charges are the responsibility of the vehicle owner**). The vendor agrees to charge the vehicle owner for all towing services in accordance with the below listed prices and not more.\*

Towing up to 5 miles:	\$ _____
Towing beyond 5 miles:	\$ _____ per loaded mile
Winching & recovery for vehicles stuck And/or disabled vehicles:	\$ _____ per hour
Carrier Service	\$ _____
Inside storage:	\$ _____ per calendar day
Outside storage:	\$ _____ per calendar day
After hours disengagement of “boots”:	\$ _____ per vehicle

**\* Special attention will be given to *Item 2* in evaluating the award of this contract.**

The Police Department will attempt, to the best of its ability, to contact the successful vendor to:

1. Tow to and potentially store vehicles at their facility upon release from impoundment and
2. Inform them, either verbally or in writing, when a vehicle, already stored at their facility, is released from impoundment.

The successful vendor shall notify the Police Department Watch Commander on the First (1<sup>st</sup>) day that a storage charge is affixed to a stored/hold/impounded vehicle.

List any additional costs and amounts:

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**METHOD OF AWARD:** The City of Concord reserves the right to award the contract on an item by item, group by group, or on a total price basis; whichever is in the best interest of the City. The contract will be awarded by a Notice of Award, Agreement, Notice to Proceed and the issuance of two (2) blanket purchase orders (one for the General Services Department, Equipment Services Division and one for the Police Department)

**Prior to the opening of proposals, all questions and technical inquiries must be made in writing to Mr. Douglas Ross, City of Concord, Purchasing Agent, 41 Green Street, Concord, NH 03301 at (603)225-8530; (603) 230-3656 (Fax); [dross@onconcord.com](mailto:dross@onconcord.com).**

**Location where impound/storage facility(ies) is maintained: \_\_\_\_\_**

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THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING ADDENDA \_\_\_\_\_
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

PRINTED OR TYPED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_ PAGER: \_\_\_\_\_

PRIMARY POINT OF CONTACT: \_\_\_\_\_

PAYMENT TERMS AND CONDITIONS: \_\_\_\_\_

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord  
Douglas B. Ross, Purchasing Agent  
41 Green Street  
Concord, NH 03301  
603-225-8530  
603-230-3656 (Fax)  
[dross@onconcord.com](mailto:dross@onconcord.com)

**Due Date/Time: August 29, 2006 Not Later Than 2:00 PM**

IN AN EFFORT TO BETTER REACH ALL PROSPECTIVE VENDORS, PLEASE ASSIST US BY PROVIDING AND RETURNING, WITH YOUR BID/PROPOSAL/QUOTE, THE FOLLOWING INFORMATION:

HOW DID YOU LEARN ABOUT THIS REQUEST FOR PROPOSALS (RFP)? PLEASE CHECK ALL THAT APPLY:

- \_\_\_\_\_ LEGAL NOTICE IN THE CONCORD MONITOR
- \_\_\_\_\_ PURCHASING PAGE OF THE CITY INTERNET WEB SITE
- \_\_\_\_\_ ADVERTISEMENT ON CONCORD CABLE TV (CCTV-Channel 17)
- \_\_\_\_\_ POSTING ON CITY HALL BULLETIN BOARD
- \_\_\_\_\_ SUBSCRIPTION TO A CONSTRUCTION REPORTING SERVICE  
Please identify the reporting service:\_\_\_\_\_
- \_\_\_\_\_ CITY SENT THE RFP TO MY FIRM
- \_\_\_\_\_ OTHER, PLEASE IDENTIFY:\_\_\_\_\_

THANK YOU FOR YOUR ASSISTANCE.

CITY OF CONCORD, NEW HAMPSHIRE  
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

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Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

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

**I DO** meet specifications

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

**I DO NOT** meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your proposal response may result in your proposal being rejected as unresponsive.

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord Finance Department 41 Green Street Concord NH 03301
List account number(s) here (optional)	

<b>Part I</b>	Taxpayer Identification Number (TIN)
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Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
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<b>Part II</b>	Certification
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	Signature of U.S. Person	Date:
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**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE**

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS  
HEREBY A  
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

**COMPANY** \_\_\_\_\_

**TAXPAYER IDENTIFICATION NUMBER** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_

**TOLL-FREE NUMBER** \_\_\_\_\_

**FAX NUMBER** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

**City of Concord, New Hampshire  
RFP14-07, Towing and Wrecker Services  
Insurance Requirements for All Contractors**

**Additional Coverage is Required if Checked Minimum Limits Required**

**Commercial General Liability**

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

**Additional Coverage to Include**

- |   |    |
|---|----|
| <input type="checkbox"/> Owners & Contractors' Protective – Limit | NA |
| <input type="checkbox"/> Underground/Explosion and Collapse       |    |

**Commercial Automobile Liability**

Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	

**Additional Coverage to include:**

- |   |             |
|---|-------------|
| <input checked="" type="checkbox"/> On Hook Liability             | \$1,000,000 |
| <input checked="" type="checkbox"/> Garage Keepers Direct Primary | \$1,000,000 |

**Workers Compensation**

NH Statutory including Employers Liability  
- Each Accident/Disease-Policy Limit/Disease-Each Employee \$100,000/\$500,000/\$100,000

**Commercial Umbrella**

- |   |             |
|---|-------------|
| May be substituted for higher limits required above                     | \$1,000,000 |
| <input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage |             |

**Other**

- |   |    |
|---|----|
| <input type="checkbox"/> 1. Professional/Errors & Omissions     | NA |
| <input type="checkbox"/> 2. Builders Risk – Renovation Form     |    |
| All Risk completed value form including Collapse                | NA |
| Sublimit for Soft Cost Coverage                                 | NA |
| <input type="checkbox"/> 3. Installation Floater (Equipment)    | NA |
| <input type="checkbox"/> 4. Riggers Liability                   | NA |
| <input type="checkbox"/> 5. Environmental – Pollution Liability | NA |
| <input type="checkbox"/> 6. Aviation Liability                  | NA |
| <input type="checkbox"/> 7. Watercraft – Protection & Indemnity | NA |

**(X) The City of Concord must be named as Additional Insured**

**NOTICE OF AWARD**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP14-07

PROJECT: Towing and Wrecker Services

CITY CONTRACT NO.: RFP14-07

CONTRACT FOR: Towing and Wrecker Services

You are notified that your Proposal received and opened on August 29, 2006 for the above Contract has been considered and accepted for you to provide towing and wrecker services. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals (RFP14-07) and your proposal opened on August 29, 2006.

The Contract Prices of your contract shall be in accordance with your proposal response. **SEE ATTACHED.**

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by \_\_\_\_\_.

1. You must deliver to the CITY one fully executed counterpart of the Agreement.
2. You must deliver your insurance certificate, meeting the minimum required levels of coverage, naming the City as an additional insured.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement, a Notice to Proceed and a blanket purchase order for the General Services Department, Equipment Services Division and the Police Department.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

BY \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING AGENT  
(TITLE)

Copy to GENERAL SERVICES, CPD

## AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between The City of Concord, New Hampshire, hereinafter called the “**CITY**” and \_\_\_\_\_ doing business as a (sole proprietorship) (partnership) (corporation) (limited liability company) hereinafter called the “**CONTRACTOR**”.

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned:

- c. The **CONTRACTOR** will commence and provide the towing and wrecker services for the **CITY**. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP14-07) and the **CONTRACTOR’S** proposal response opened on August 29, 2006.
  1. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary to provide the towing and wrecker services detailed by RFP14-07.
  2. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** upon receipt of the **CITY’S** Notice to Proceed. Completion time for this Agreement shall be \_\_\_\_\_. Thereafter, this Agreement may be renewed, by mutual consent, for up to four (4) additional one (1) year periods.
  3. The **CONTRACTOR** agrees to provide all the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fixed fees for services provided with the cost proposal submitted by the **CONTRACTOR**. **SEE ATTACHED.**
  4. The term “**CONTRACT DOCUMENTS**” means and includes the following:
    - (A) REQUEST FOR PROPOSALS RFP14-07
    - (B) RFP14-07 PROPOSAL RESPONSE
    - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
      1. SPECIFICATIONS EXCEPTION FORM
      2. ALTERNATE FORM W-9
      3. INDEMNIFICATION AGREEMENT
      4. INSURANCE CERTIFICATE
    - (D) LETTER OF AWARD
    - (E) NOTICE OF AWARD
    - (F) AGREEMENT
    - (G) NOTICE TO PROCEED

(H) PURCHASE ORDER

(I) ADDENDUM NO. \_\_\_\_\_, DATED \_\_\_\_\_

6. The **CITY** will pay the **CONTRACTOR**, in the manner and at such times as set forth in the General Terms and Conditions, such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS HEREOF**, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:  
CITY OF CONCORD, NEW HAMPSHIRE

BY \_\_\_\_\_

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

\_\_\_\_\_

**NOTICE TO PROCEED**

Dated: \_\_\_\_\_

TO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY PROJECT NO. RFP14-07

PROJECT: Towing and Wrecker Services

CITY CONTRACT NO.: RFP14-07

CONTRACT FOR: Towing and Wrecker Services

\_\_\_\_\_  
(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be \_\_\_\_\_. Thereafter, the Contract may be renewed, upon mutual agreement, for up to four (4) additional one (1) year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE  
(CITY)

BY \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

PURCHASING AGENT  
(TITLE)

Copy to GENERAL SERVICES, CPD

City of Concord,  
New Hampshire



**Finance Department**

**Purchasing Division**

**CITY HALL 41 GREEN STREET**

**Concord, NH 03301**

**(603)225-8530 FAX(603)230-3656**

Reference: RFP14-07

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

\* \* \* \* \* No Proposal Questionnaire \* \* \* \* \*

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP14-07, Towing and Wrecker Services) for the following reasons:

- \_\_\_\_\_ Item/Service not supplied by our company.
- \_\_\_\_\_ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):  
\_\_\_\_\_
- \_\_\_\_\_ Profit margin on municipal proposals too low.
- \_\_\_\_\_ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) \_\_\_\_\_
- \_\_\_\_\_ Insufficient time allowed to prepare and respond to proposal request.
- \_\_\_\_\_ Proposal requirement too large \_\_\_\_\_ or too small \_\_\_\_\_ for our company.
- \_\_\_\_\_ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- \_\_\_\_\_ Other reason(s), please specify:  
\_\_\_\_\_



Company Name and Address: \_\_\_\_\_

\_\_\_\_\_

Phone: ( ) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed/Printed Name & Title)