



Request for Proposals
Towing Services
For Town Owned Vehicles

Town of Wallkill
99 Tower Drive, Building A
Middletown, NY 10941

Dated: July 17, 2017
Return by: August 8, 2017
11:00 AM

**Town of Wallkill Request for Proposals
Town Vehicle Towing Services
July 17, 2017**

The Town of Wallkill (“Town”) hereby Requests proposals by interested vendors for the towing of town owned vehicles.

1. **SEALED PROPOSALS** – Notice is hereby given that the Commissioner of Public Works will receive proposals until 11:00 A.M., on August 8, 2017 for the services outlined in this RFP.

2. **SCOPE OF SERVICES** – The Town of Wallkill is requesting proposals for towing disabled and damaged town owned vehicles from the point that they become disabled to the Town Highway Garage or other Town facility which may be designated at the time of the call for service. In addition, this proposal shall encompass vehicles impounded by the Town of Wallkill Police Department for evidentiary or other purposes, which shall be towed to the Police Impound Lot located at 99 Tower Drive, Middletown, New York. The full scope of services is annexed hereto.

3. Proposals submitted in accordance with this RFP shall be reviewed by the Commissioner of Public Works and if deemed to be in appropriate form forwarded to the Town Board of the Town of Wallkill for consideration and award to the lowest responsible bidder.

4. **DEADLINE AND ADDRESS TO SUBMIT A PROPOSAL** - Proposals shall be submitted no later than **11:00 AM on August 8, 2017** to the office of:

Louis Ingrassia, Jr.
Commissioner of Public Works
Town of Wallkill
99 Tower Drive, Building A
Middletown, NY 10941

5. **PROPOSAL SIGNATURE REQUIREMENTS** – Proposals must be signed by an Officer of the Vendor authorized to bind said Vendor to the provisions of the submitted proposal for a period of at least 90 days. Failure of the successful

Vendor to execute the project contract may result in the cancellation of any award.

6. **PACKAGING OF PROPOSAL** – The Proposal packages shall be enclosed in a sealed envelope plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words **“Request for Proposal (RFP) ‘Town of Wallkill Towing Services for Town Owned Vehicles.’”** Any Proposal received after the due date and time **cannot be accepted and will not be considered.**

7. **NUMBER OF PROPOSAL COPIES REQUIRED** – The Vendor must submit an original and four (4) copies of the Proposal.

8. **AMENDMENT OF REQUEST FOR PROPOSAL (RFP)** – In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all interested Vendors. Deadlines for submission of the RFP may be adjusted to allow for revisions. For a revised proposal to be considered, **an original and two (2) copies must be submitted on or before the due date.**

9. **QUESTIONS DURING THE PROPOSAL PREPARATION PROCESS** – As of the issuance date of this Request for Proposals (RFP) and continuing until 48 hours prior to the time for submitting proposals has expired, the Town will provide relevant information as necessary for all Vendors to familiarize themselves with the requirements set forth in the Request for Proposals (RFP). Vendors are encouraged to submit any comments or questions in writing to: Lou Ingrassia, Jr., Commissioner, 99 Tower Drive, Bldg. A, Middletown, NY 10941, or by e-mail to louingrassia@townofwallkill.com. All questions must be submitted in writing.

10. **INSURANCE** - Contractor shall file and maintain with Town at all times during the term of the Contract, a copy or certificate of general liability insurance with an insurance company acceptable to, and approved by, the Commissioner of Public Works, with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the Contractor. Such insurance shall not be canceled without thirty (30) days' prior written notice to Town, shall name the Town and its officers and employees as additional insured's, shall include all automobiles utilized by Contractor's personnel in the performance of this Agreement, and shall be primary and not contributing with other insurance available to the Town.

11. **RIGHT OF REJECTION BY THE TOWN** - Notwithstanding any other provision of this Request for Proposals (RFP), the Town reserves the right to reject any and all proposals and to waive any informality in a proposal when to do so would be to the advantage of the Town or its taxpayers. Proposals that contain conditions or limitations to the requirements set forth in the RFP may be considered non-responsive and rejected.

12. **AWARD OF CONTRACT** - The Vendor to whom the contract is awarded shall be required to enter into a written contract with the Town of Wallkill in a form approved by the Commissioner of Public Works, the Town Board and Town Attorney. This Request for Proposals (RFP) and the Proposal, or any part thereof, may be incorporated into and made a part of the final contract. However, the Town reserves the right to further negotiate the terms and conditions of the contract with the selected Vendor. If applicable, the contract will include a maximum "fixed cost" to the Town of Wallkill and will include all permits, materials, and other costs.

13. **CONTRACT TERM** -: Contract period is one year from date of award. If mutually agreed between the Town and the contractor, the contract may be renewed in one year increments, not to exceed a term of five (5) years.

14. **DURATION OF PROPOSAL**. Proposer agrees that his or her proposal will not be withdrawn within sixty (60) calendar days following opening of the proposals.

15. **STATEMENT OF EXPERIENCE AND QUALIFICATIONS**. Vendors submitting a proposal shall list all qualifications and experience pertaining to this type of service. The Proposer may be required, upon request, to provide additional information to the satisfaction of The Town of Wallkill that he/she has the skill and experience, the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If, at its sole discretion, The Town of Wallkill judges the available evidence of competency of any proposer is not satisfactory, the proposal of such proposer may be rejected. The successful proposer shall be required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

16. **NON-COLLUSION AFFIDAVIT.** By submitting a proposal, the proposer represents and warrants that such proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from proposing and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

17. **NO FINANCIAL INTEREST.** By submitting a proposal, the proposer represents and warrants that neither a Town Board Member, Elected Official Administrator, employee, nor any other person employed by The Town of Wallkill, has in any manner, any interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise therefrom.

18. **DOCUMENTS DEEMED PART OF THE CONTRACT.** The notice, invitation to proposers, general conditions and instructions for proposers, special conditions, specifications, bid, addenda, if any, will be deemed part of the contract.

19. **SOCIAL MEDIA.** Social Media (including personal and professional websites, blogs, chat rooms and bulletin boards; social networking sites including, but not limited to, Facebook, Instagram, Snapchat, LinkedIn and Twitter, video-sharing such as YouTube; and e-mail) are common means of communication and self-expression. Because online postings can negatively impact the Town of Wallkill, any posting of derogatory, demeaning or disparaging comments by any vendor relating to the Town of Wallkill, its elected officials, employees and/or its representatives may result in the suspension or revocation of any awarded contract between the vendor and the Town, in the sole and absolute discretion of the Town Board. A provision relating to this policy shall be incorporated into any awarded contract.

20. VENDOR INFORMATION. Each proposal must contain the following:

Signature of Authorized Representative

Name of Authorized Representative

Title

Date:

Phone Number

Fax Number

Federal ID Number

Web Site

E-mail Address

**TOWN OF WALLKILL
ORANGE COUNTY, NEW YORK**

The following Non-Collusive Bidding Certification as required by General Municipal Law Section 103-d must be signed and submitted with bid.

NON COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Wherefore, this statement has been subscribed by the bidder and affirmed by the bidder as true under penalties of perjury.

Dated: _____ 20____

Signature: _____

Printed Name & Title: _____

Company: _____

General Municipal Law Section 103-d

"The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of sub-paragraph one (a)".

**TOWN OF WALLKILL
REQUEST FOR PROPOSALS FOR THE TOWING
OF TOWN OWNED VEHICLES**

SCOPE OF SERVICES

A. TOWING OF TOWN OWNED VEHICLES

At the request of the Town of Wallkill Department of Public Works (“DPW”), the Town of Wallkill Police Department (“WPD”) or the Office of the Town Supervisor (“Supervisor”), Contractor shall provide a vehicle towing service to remove vehicles from public rights-of-way, or other locations specified by Town Personnel, and deliver said vehicles to either the Town Highway Garage located at 860 Route 17M, Middletown, New York or any other Town owned facility within the Town as directed by Town Personnel, including but not limited to the Town of Wallkill Police Department Impound Lot located at 99 Tower Drive, Middletown, New York. Contractor must be capable of towing vehicles of all sizes from passenger cars to tandem trucks. Situations will include vehicles that are:

- a. Disabled and/or
- b. Wrecked
- c. Impounded by law enforcement personnel for evidentiary or other purposes.

B. CLEAN UP

1. In addition to towing services, Contractor shall be responsible for cleaning up all debris associated with the disabled vehicle(s) at the site. This may include items such as broken glass, metal, or other material. The required clean up shall be completed prior to Contractor leaving the site, as per instructions from the Town Personnel in charge at the site.
2. In the event of a motor vehicle accident, the responding fire department(s) will assist in cleaning up hazardous materials such as fuel and oil. However, the Contractor shall be responsible for disposal of these materials. Depending on the type of material, the responding fire department(s) will further assist in the cleanup of other hazardous materials.

C. RESPONSE TIME

1. Upon receipt of request for towing service by Town Personnel, Contractor shall dispatch the necessary trucks and equipment so as to arrive at the site so designated within the time specified by Town Personnel. The time specified by Town Personnel shall not be more than thirty minutes. At the discretion of Town Personnel, response time may be altered if there are adverse roads, traffic, or weather conditions.
2. Notwithstanding any other provision of this agreement, if Contractor fails to respond within the stated time limit, the Town reserves the right to request service from another towing company. If a second tow company has been requested due to Contractor's failure to arrive at the stated time, and if the Contractor arrives at the site first, the Contractor shall make the tow but shall be responsible for costs incurred by the second tow company called.
3. The Town may charge the Contractor a penalty fee of twenty dollars for each and every tow not responded to by the Contractor. Town Personnel shall determine if such a penalty fee will be charged.
4. The Town reserves the right to call the closest available tow company in the event of an emergency as determined by Town Personnel, regardless of any contractual relationship with the Town.

D. EQUIPMENT

1. Contractor shall provide sufficient equipment for the operator of the towing service as necessary to fully comply with this agreement.
2. Contractor shall maintain in good operating condition no less than two light duty tow trucks.
3. Medium duty tow trucks equipped with slings may be substituted for light duty tow trucks if they are used in the place of and charged as light duty tows.
4. Contractor shall have access to at least one four-wheel drive vehicle, or agree to provide the services of such a vehicle.
5. Although Contractor need not own a medium or heavy duty tow truck, Contractor shall make arrangements to have access to the use of at least one of each at all times.
6. All tow trucks shall be equipped with the required complement of equipment and clean-up apparatus as required to be in full compliance with all applicable local, state and federal laws, rules and regulations.
7. All tow trucks shall be equipped with two-way radio systems with 24-hour dispatching.

8. At least one of Contractor's trucks shall be a rollback.

E. FINANCIAL CONSIDERATIONS

1. Charges for services provided by Contractor under this agreement shall be paid directly to the Contractor by the Town.
2. Contractor shall specify in its proposal a **flat, fully inclusive fee** for towing services from any point within the Town of Wallkill to the Town Highway Garage and Town Police Department Impound Lot based on the size of the vehicle to be towed with the understanding that the flat fee will increase as the vehicle size increases.
3. Except in the circumstances described herein, Contractor shall charge the Town only one towing fee in accordance with Contractor's bid proposal. One tow is understood to mean from point of pickup to point of release to the Town. Contractor may charge for an additional tow only if the Town requests an additional, separately identifiable tow.
4. If Contractor reasonably determines that a second tow truck is needed to prevent damage to the vehicle being towed, Contractor may charge the Town for a second tow, at the applicable rate stated in the bid proposal, only with the prior approval of Town Personnel.
5. Contractor shall charge the Town only in accordance with the fees stated by the Contractor in the bid proposal.
6. If Contractor responds to a call and the call is canceled before work or service at the scene is performed, Contractor shall not charge the Town.
7. All invoices for services rendered under this agreement shall include the date and time of the tow, the police report number (if any), and a complete description of the vehicle. Contractor shall include additional information on invoices if requested by the Town.

F. LICENSING

1. Contractor shall obtain and maintain in effect throughout its agreement with the Town all licenses and certificates required by the State of New York, County of Orange, and the Town of Wallkill for the operation of the services required to be performed by Contractor.
2. Contractor's equipment and personnel shall be certified and licensed pursuant to applicable New York law.

G. IDENTIFICATION

1. Contractor's business name, address and phone number shall be permanently affixed in numbers and letters not smaller than three inches on the sides of all Contractor's tow trucks.
2. All tow trucks shall display the appropriate New York State Inspection Certificate.
3. Only tow trucks with the proper vehicle identification are authorized.

H. INSPECTION

1. The Town shall have the right to inspect Contractor's equipment, facilities and pertinent records without notice during normal business hours. A thorough inspection may be made every six months by Town Personnel, at its option.
2. Inspections performed by Town Personnel or by other agents or employees of the Town are intended to ensure the technical competence of the work performed and adherence to this agreement. Inspections are not for the purpose of safeguarding workers on the job, which is the sole responsibility of the Contractor. In this regard, Contractor warrants that Contractor is fully familiar with all of the safety requirements of the Occupational Safety and Health Act (29 United States Code Sections 651 through 678) as promulgated by the Federal Government and as implemented by the State of New York, and that Contractor shall be solely responsible for implementing and enforcing the same at all times.

I. PERSONNEL

1. Contractor shall at all times have available sufficient qualified personnel for the performance of all duties required under this agreement.
2. Each of Contractor's drivers shall possess and carry a valid New York driver's license commensurate with the tow truck being operated and shall be proficient in the operation of such equipment.
3. Contractor shall remove from service under this agreement any employee whose service has been unsatisfactory to the Town as evidenced by a written request from Town Personnel.
4. All of Contractor's drivers shall operate Contractor's tow trucks in a safe and prudent manner and in compliance with all traffic laws.

I. RECORD KEEPING

1. Contractor shall maintain an accurate up-to-date record of all vehicles towed pursuant to this agreement. These records shall be available to authorized Town Personnel for inspection upon request and shall contain the following information:
 - a. The date, time, and location where the vehicle was picked up.
 - b. The name of the driver who towed the vehicle.
 - c. The name of the Town representative requesting the tow.
 - d. The make, model, year, color and vehicle identification number of the towed vehicle.
 - e. The location to which the vehicle was towed.
2. Contractor shall maintain records of account of all transactions made under the terms of this agreement, including all fees charged, for a period of not less than two years from the date of each tow. Such records shall conform to generally accepted accounting principles.
3. Contractor shall maintain a list of all vehicles towed for the Town during each calendar day. A calendar day begins at 12:00 a.m. and ends at 11:59 p.m. on the same day. The list shall include the year, make, model, license plate number and vehicle identification number of each vehicle and shall indicate whether or not the vehicle was involved in a collision.
4. A Town representative may telephone Contractor to compare Contractor's list of towed vehicles to the Town's list of towed vehicles.