

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

SEALED BID NO. CR-7908-W3

DATE: October 4, 2022

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. Gagliastro

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: NOVEMBER 9, 2022 TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. CR-7908-W3, Towing – Police Ordered / WPD"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Provide police-ordered towing services as per the requirements and specifications of the City of Worcester for a period of five (5) years from January 1, 2023 through December 31, 2027.
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: 33 - 43
7. Please go to www.worcesterma.gov to obtain bid results following bid closing date.

Questions pertaining to this bid **must be** directed to Christopher J. Gagliastro via e-mail at gagliastroc@worcesterma.gov

8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word "City" means The City of Worcester, Massachusetts.
 - (b) The word "Bidder" means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word "Contractor" means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words "Firm Price" shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: gagliastroc@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester and is on file in the Purchasing Division at City Hall.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the City.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to the bidder quoting the lowest net price in accordance with the specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and

acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the City representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religious creed, national origin, sex, age or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. The Contractor shall further obtain from its employees authorization that appropriate City personnel may obtain all available criminal offender information ("CORI") from the Criminal History Systems Board. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted or assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The procurement officer shall award the contract to the lowest responsible and responsive bidder. The term "responsible bidder" means "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance." Consistent with its duty to maintain public order and promote public safety, the City has determined that this contract is of a type and nature so as to be particularly sensitive due, at least in part, to the contractor's inherent access and dealings with the members of the general public. Therefore, the City has concluded that additional scrutiny is justified as it determines whether a particular bidder is responsible, having the integrity and reliability to properly perform the requested services. This may entail consideration of the contractor's system of oversight, training and supervision of its employees, including but not limited to its requirement of a high standard of customer service and courtesy in its dealings with the public. The bidder's care and diligence in hiring and assigning its employees will also be considered. In making its determination, the City reserves the right to examine any and all information at its disposal, including but not limited to prior City contracts, the experiences and information obtained from current and former customers (whether identified by the bidder as references or not), as well as other sources available to the City, including but not limited to court documents, newspapers, financial reports (such as DUNS), and certain police data and reports.
50. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____ Telephone No. _____

(2) If a Partnership

Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Business Address _____ Zip Code _____

Tel. No. _____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* _____ TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator* _____ TEL. NO. _____

FAX NUMBER _____ FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES ☒ NO ☐

Delivery to be made to: Worcester, MA

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description	Mfg.	Model No.	Unit Price	Total Amount
		<p>Police-Ordered Towing Services as per the attached requirements and specifications of the City of Worcester for a period of five years from January 1, 2023 through December 31, 2027.</p> <p>Questions must be directed to Chris Gagliastro at gagliastroc@worcesterma.gov</p>				See Attached Pricing / Specification Pages

TERMS, CASH DISCOUNT N/A % 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN as required DAYS FROM DATE OF NOTIFICATION BY THE CITY.

NAME OF BIDDER _____

PRICING / AWARD INFORMATION

As a requisite to the award of all Tow Zones, vehicles towed to the Worcester Police Department for investigative purposes in which the cost is incurred by the City of Worcester, shall not exceed \$15.00 per tow. The City of Worcester Police Department in an average year tows approximately fifteen to twenty (15-20) vehicles to the Worcester Police Department for investigative purposes.

Bidder must indicate amount to be charged for below towing. These charges shall be incorporated into this Bid.

THE MAXIMUM RATE CHARGE FOR TOWING OR STORAGE SHALL NOT EXCEED THOSE RATES AS ESTABLISHED BY THE DEPARTMENT OF PUBLIC UTILITIES TRANSPORTATION OVERSIGHT DIVISION.

ITEM NO.	DESCRIPTION	DPU RATE	RATE PER VEHICLE	
			DAY RATE	NIGHT RATE
1.	FOR TOWING:			
(a)	During snow emergency, snow plowing, and snow removal operations. Illegally parked vehicles in Handicapped Areas.	\$108	\$ _____	\$ _____
(b)	Illegally parked vehicles on public ways or on City of Worcester property.	\$108	\$ _____	\$ _____
(c)	Other vehicles (E.G. stolen, accidents, parking violations, etc.)when ordered by police or other public authority.	\$108	\$ _____	\$ _____
(d)	For City vehicles under 10,000 lbs. when ordered towed by police or other public authority.	\$108	\$ _____	\$ _____

For miles towed in excess of five, according to Massachusetts 220 CMR 272.03-4, a surcharge of \$ 3.60 per mile for each mile over the five miles may be assessed.

2. FOR STORAGE:
Charge for 24 hour period. \$35 \$ _____
(No charge for vehicles towed and released within 0-3 Hours)

3. THE CONTRACTOR AGREES TO PAY THE CITY OF WORCESTER AN ANNUAL AMOUNT FOR POLICE OR OTHER OFFICIALLY ORDERED TOWS. THE ANNUAL AMOUNT IS TO BE PAID BY THE CONTRACTOR TO THE CITY OF WORCESTER PER ZONE.

MINIMUM BID PER ZONE IS BELOW. ANY BID UNDER MINIMUM WILL RESULT IN THE REJECTION OF THE BID FOR THAT ZONE.

BIDDER MAY BID ONE OR MORE ZONES. AWARD TO BE MADE TO THE HIGHEST RESPONSIVE & RESPONSIBLE BIDDER PER ZONE IN COMPLIANCE WITH THE STATED SPECIFICATIONS.

BIDDER MUST INDICATE ZONE AND/OR ZONES BID BY CIRCLING ZONE BELOW.

BIDDER MUST INDICATE ANNUAL AMOUNT PAYABLE TO THE CITY OF WORCESTER FOR EACH ZONE.

<u>ZONE NO.</u>	<u>CIRCLE YES OR NO</u>		<u>MINIMUM BID</u>	<u>AMOUNT BID</u>
ZONE 1	YES	NO	\$27,000	\$ _____
ZONE 2	YES	NO	\$27,000	\$ _____
ZONE 3	YES	NO	\$10,000	\$ _____
ZONE 4	YES	NO	\$27,000	\$ _____
ZONE 5	YES	NO	\$17,000	\$ _____
ZONE 6	YES	NO	\$12,000	\$ _____
ZONE 7	YES	NO	\$30,000	\$ _____
ZONE 8	YES	NO	\$22,000	\$ _____
ZONE 9	YES	NO	\$32,000	\$ _____
ZONE 10	YES	NO	\$22,000	\$ _____

IN AWARDING THE CONTRACT FOR EACH ZONE, THE CITY'S CONSIDERATION SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING, INCLUDING THE MINIMUM BIDDER QUALIFICATIONS AS NOTED IN THESE SPECIFICATIONS:

1. Amount paid to the City.
2. Facilities, capabilities and integrity of bidder including its ownership
3. Geographical location of the bidder's facilities in respect to the zone bid.
4. Contractor's performance, past and present. A maximum response time under normal conditions must not exceed thirty (30) minutes.
5. BIDDER MUST FILL IN THE FOLLOWING OR BID MAY BE REJECTED.
Response time for services requested, under normal conditions.

6.

←

(bidder to fill in)

Amount charged by the bidder for storage and towing as indicated in the bid.
7. Total number of towing vehicles servicing the City.

SEE ITEM NO. 27. BELOW. BIDDER IS REQUIRED TO FURNISH ALL INFORMATION AS REQUESTED IN THIS ITEM. USE SEPARATE PAGES AND ATTACH TO BID. FAILURE TO PROVIDE THE INFORMATION REQUESTED MAY RESULT IN THE REJECTION OF THE BID.

SPECIFICATIONS / SCOPE OF SERVICES

1. The City is divided into ten so-called Tow Zones in order to facilitate the efficient and rapid removal of vehicles when so ordered. Tentative boundary lines have been established. They may be varied from time to time by the City as the need arises.
2. A map of the Ten (10) tow zones is included in the Invitation to Bid.
3. For purpose of clarification, the following two (2) methods are included as the work to be performed under the specifications.

A. SPECIAL CHARGE MGL C40-S22D - SNOW REMOVAL AND HANDICAP ACCESS.

B. TOWING OTHER THAN MGL C40-S22D

TOWING UNDER THIS SECTION (B) SHALL APPLY TO ALL OTHER TOWING SUCH AS: CARS TOWED FROM ACCIDENT OR OUT OF PONDS, LAKES, WOODS OR OTHER LOCATIONS, ETC.

ANY TOWING AND/OR STORAGE CHARGES SHALL NOT EXCEED THE AMOUNT SET FORTH IN THIS BID. IN THE EVENT THAT RATES SET BY THE DEPARTMENT OF PUBLIC UTILITIES TRANSPORTATION OVERSIGHT DIVISION ARE LOWER THAN THE RATES SET FORTH IN THIS BID, THEN THE DPU RATES SHALL APPLY.

4. In most cases, those bidders awarded tow zones shall be used for all tow calls except where the owner or person in charge specifically request another towing service.
5. The Contractor must supply twenty four (24) hours per day, seven days per week coverage in the tow zones awarded. Contractor must make provisions for payment of all towing and storage charges through major credit cards. In addition to credit cards, the contractor may also make available to citizens, an ATM machine capable of processing cash for citizen payments to the contractor.
6. The Contractor is to ensure that a minimum of time is established for response to any request for service. A maximum response to under normal condition shall not exceed thirty (30) minutes.
7. The Contractor shall tow vehicles for the City when requested by the Police or other Municipal Department such as: vehicles impounded for evidence, disabled vehicles, etc. Any failure to tow such vehicles shall constitute a material breach of the contract.
8. The Contractor who tows any vehicle involved in an accident is responsible for cleaning up the debris from the accident. In the event that contractor fails to remove debris from accident scene, the City reserves the right to charge contractor a minimum of \$ 50.

A. Mass-DEP Advisory – Cleanup of Fluid Spills

Spills of oil and hazardous materials are covered under 21E, and the Massachusetts Contingency Plan. It specifies that all releases of oil and hazardous material must be cleaned up, but not all releases have to come into MassDEP and its cleanup system. Passenger vehicle releases are exempt from notification. Releases of oil/gas/diesel, etc. deemed by the tow operator to be less than 10 gallons in a 24 hour period are also exempt from notification. On most occasions, tow operator, wherever necessary, shall put down a drying product such as speedy dry, sweep it up,

put in a heavy duty trash bag and send it with the vehicle. The tow operator may then take this “deminimis” waste and send it out with their regular oil waste.

Be advised, therefore, that when responding to an incident that involves vehicle fluid spillage, area tow operators are expected and instructed to clean up any spill in accordance with the above DEP policy. Vehicle spills for non-passenger vehicles requiring a more extensive clean up shall be reported to the Worcester Fire Department, which shall oversee and coordinate the clean up process.

9. The fees for removal or storage of vehicles shall not exceed the lesser of those fees set forth in this bid or those fees established by the Department of Public Utilities Transportation Oversight Division as amended, relative to maximum charges permitted for towing and storage of those vehicles ordered by the Police Department or other Municipal Department. *The vendor must not charge for storage of vehicles towed and released within 0-3 hours.*

10. In order to comply with Chapter 266, Section 29 of the General Laws as amended, the Contractor is obliged to notify the Police Department in writing DAILY as to the location of any vehicle towed that has been stolen or misappropriated and also the amount of the towing and storage charges, if any. Any failure to notify the Police Department shall be considered a material breach of the contract.

11. In the event a stolen vehicle is placed in a garage or other storage facility, the owner of said facility shall lose his lien for the reasonable charge for storage and towing unless he notifies the owner of record of the vehicle by certified mail and return receipt requested within five (5) days of the date of said recovery or his actual knowledge of the identity of the owner of record. Said notice shall contain the information on the location of the vehicle and the amount of charges due on said vehicle.

12. This bid and or resulting contract does not authorize the contractor to dismantle, dispose of or scrap any vehicle towed to the contractor’s premises unless such is in conformity with State Law.

13. The contractor shall submit a list, WEEKLY, of all vehicles removed under Police or other authority. The list shall indicate whether the vehicle is still in the contractor’s possession or whether it has been removed or otherwise disposed and be provided on a City approved form. The weekly list shall be submitted every Wednesday to the Police Records Bureau and the City Purchasing Division. Failure to submit such a list shall be considered a material breach of this agreement.

An Annual Revenue Report (number of tows, tow & storage revenue) must be furnished to the City Purchasing Division. This annual report is to be delivered to the Purchasing Division by the last day of November. The report must be in a format that is acceptable to the Purchasing Director. ***Failure to provide a complete and accurate annual revenue report to the Purchasing Division, shall be grounds for contract termination and/or removal from consideration of future contracts.***

14. A written receipt shall be required for release of any stolen vehicle or vehicle treated as “Property” under Chapters 134 and 135 as amended of the General Laws and which has been removed under Police or other Public Authority.

15. Under normal circumstances the contractor awarded the contract in a specified zone shall be called for most area tows. There may be circumstances where special equipment not available to regular tow contractors is required and also during other unspecified emergencies when a contractor not awarded the specific contract will be called for an area tow.

16. Any agreement between the Contractor and City shall be subject to being terminated or rescinded on the basis of failure to supply proper service based on recommendations of Police or other Public Authority requesting service.

THE CONTRACT CAN BE TERMINATED WITHOUT NOTICE IF THE CONTRACTOR IS NOT PERFORMING IN ACCORDANCE WITH ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT.

17. Neither the removal nor the storage of a vehicle under these regulations shall be deemed to be services rendered or work performed by the municipality or by the Police Department of such municipality. The Contractor shall be liable to the owner of such vehicle for any damage caused to it arising out of negligence in the course of such removal and storage.

18. All complaints relative to performance of Tow Operators must be in writing and will be directed to the Office of the Chief of Police of the City of Worcester.

- A. The Contractor shall provide every person entering its premises concerning a vehicle towed under this contract a written notice stating that any complaints concerning the conduct of the tow company or its employees may be filed with the Chief of Police of the City of Worcester at: Chief of Police, City of Worcester, 9-11 Lincoln Square, Worcester, MA 01608. Phone: (508) 799-8600, Fax: (508) 799-8680. Email: wpd@worcesterma.gov. The Contractor shall also post a notice in its premises at or near the place where payment is made for the return of towed vehicles stating (in at least 48 point font):

Any complaints concerning the conduct of this tow company or its employees may be filed with the Chief of Police of the City of Worcester at:

Chief of Police
9-11 Lincoln Square
Worcester, MA 01608
Phone: (508) 799-8600
Fax: (508) 799-8680
Email: wpd@worcesterma.gov

19. Tow Operators and third-parties engaged for services shall be adequately covered by insurance as determined by the City. See Terms and Conditions ## 27-32, inclusive.

20. All vehicles will be towed to the place of business at a location in the City of Worcester owned or leased by the tow operator unless other arrangements are made between the company and the vehicle owner or operator. They will NOT be towed to the Police yard or garage, except upon specific orders of the police supervisor at the scene. ***Bidders shall be required to submit, upon request of the Purchasing Director, documentation verifying the property identified by the bidder to be used as the locus for towed vehicles. The following information shall be acceptable: a deed to the property, an executed lease of the property, or an executed option to purchase or lease the property.***

21. Any vehicles towed under City authority shall be kept separate and apart from other vehicles in the bidders' storage area. Those vehicles towed under the City authority shall be marked with assignment number which was provided at the time of towing by the Police Department. The date of the tow shall also be included on the marking.

22. All stolen vehicles that require towing will be towed to the garage of the one doing the towing, NOT the Police yard or garage unless otherwise directed by the police official in charge.

23. Vehicles towed because of traffic or parking violations will be towed to the place of business in the City of Worcester owned or leased by the tow operator.

24. Upon the orders of the police supervisor at the scene, vehicles used in the commission of serious crimes, i.e., murder, robbery, etc. subject to fingerprinting may be towed to the Police garage. The station (Service Division) commander will be notified in such an event.

25. All charges shall be the lesser of those authorized by the Department of Public Utilities Transportation Oversight Division or as stated in these specifications. ***No other charges shall be allowed unless approval is received in writing from the Purchasing Director of the City of Worcester. Tow operators found to be adding "extra" charges to citizens bills shall be investigated by the City Purchasing Division and may have their contract terminated and be ineligible for future awards should unnecessary charges be added. The determination shall be made solely by the Purchasing Director.***

26. A conspicuous and legible sign no smaller than 2 ' x 2 ' shall be posted near the cash register indicating the fees authorized under the contract.

27. In submitting a proposal, the bid shall, at a minimum, include the following information:

(a.) The number and complete description including operating condition of all tow trucks available and the number of repair plates available.

(b.) The address where the tow trucks are housed.

(c.) The address where the towed vehicles will be stored and information relative to proposed storage locations.

1. If indoors, indicate the number and size of storage spaces, locations of access facilities and whether or not the building is heated.

2. If outdoors, indicate the total area in square feet, the maximum number of automobiles which can be accommodated at any one time, whether or not the surface is paved and fenced, the location of access drives, and whether or not the owner has a license for outdoor parking.

3. Identify security measures that will be taken by the operator to protect the vehicles in storage.

(d.) Whether or not the bidder has space for emergency towing (i.e., in case of snowstorms or unusual emergencies) in addition to normal storage facilities. If so, indicate the number of such spaces and the location of such places.

(e.) State the number of experienced employees available for towing: (1) during a normal 8-hour day; and (2) nights, weekends, holidays, and Sundays.

(f) The City shall have the right to perform an investigation and review of each bidder's ability to perform the work required. Each bidder must agree to cooperate with such an investigation. Such cooperation shall apply to the verification of the bidder's capability, integrity and experience in the provision of services and any other component of work that may be required under this procurement.

To facilitate this investigation, the bidder shall provide:

1. A written narrative which incorporates all current contract information and business references (at least 3) from current and/or recent contract holders in order to substantiate prior qualifications or experience.
2. A comprehensive list of all entities (public and private) for whom it has provided towing services in the past twenty four (24) months, including the name, address and telephone number of each entity as well as the name of the bidder's primary contact person.
Bidders that cannot provide reference and contract information demonstrating experience of a similar size and scope to the services outlined in this bid will not be considered.
3. A list of their proposed organization and key personnel. The principal of the company must possess no less than five years of combined work experience in the provision of towing industry services

28. Evaluation of bids:

The City will evaluate the qualifications of all bidders. Responsible bidders will have implemented and managed similar services, their bids will demonstrate an ability to effectively manage personnel, vehicles, equipment, materials and supplies, and their bid will demonstrate an ability to deliver quality of service. In evaluating these qualifications, the City shall consider the bidder's record of past performance.

The City has the right to contact any of the entities provided by the bidder and further, to conduct any other reference or credit checks as it deems appropriate, and to use the information so obtained. The City also reserves the right to use historical information, whether from references provided, previous contract performance or outside sources in the evaluation of a bidder's response. Poor references or past history may result in a bidder being rejected as "not responsible".

All employees, including the owner/principal of the towing storage company shall sign a waiver and submit to and must pass a CORI check to be conducted by WPD.

The City shall consider all employees of the towing storage company when evaluating a bidder's capability and integrity.

29. The City of Worcester reserves the right to inspect the premises and all vehicles and equipment involved in the contract after bids are opened and before award of the contract.
30. In this proposal, the bidder shall indicate how long it has been established in the business of towing vehicles; whether the business is exclusively confined to towing, or towing in connection with the operation of a filling station or garage for servicing vehicles; also, indicate the number and date of approved Department of Public Utilities Transportation Oversight Division tariff, which permits towing of vehicles within the City of Worcester, Massachusetts. A copy of the DPU tariff described above is requested to be included with bid submission.

31. Failure to execute and return the completed contract to the Purchasing Department within 21 days of the date the proposed contract is mailed to the successful bidder may result in the cancellation of the award.
32. Tow company and storage yard operators and employees shall deal with owners and operators of towed vehicles in a polite and courteous manner at all times. The tow company shall ensure that the Worcester Police Department has a current list of drivers and their addresses at all times.
33. Any contractor found to be monitoring calls or using other means to gain advantage over competitor and sending unsolicited tow trucks into zones they do not hold the contract for may have its contract cancelled and all monies paid to the City forfeited.
34. Area tow contractors must provide, at no cost to the City, Police Department or vehicle owner, 5 spaces of secured vehicle storage per tow zone awarded.
35. Tow operations requiring special equipment or personnel (i.e. heavy commercial vehicles), may be subcontracted to third parties provided the area tow company administers the reporting, notification, storage and return of the vehicle to its owner. Scene responses by third-party subcontractors must be within the response time parameters identified in this agreement and vehicle storage must be in a convenient and secure location.
36. Non-Debarment Clause: The undersigned bidder certifies under the penalties of perjury that the company/corporation (or any of its employees) is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of MGL c. 29, ss 29F, as amended, c. 152, as amended or any other applicable debarment provision of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder.
37. Ethics and conduct:
The towing storage contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and business-like manner. As this contract is very sensitive in nature and requires the contractor and his or her personnel to deal with the public on a daily basis, the contractor is required to extend common courtesies such as:
 - Expedite release of the vehicle in accordance with the terms and conditions of the contract
 - Assist the vehicle owner to retrieving documents from the vehicle to establish ownership
 - Allow the owner to remove the license plates and any unattached personal possessions or property
 - Explain fully and politely the reason for the tow and all charges levied
 - If a dispute occurs, the contractor shall attempt to resolve the dispute politely and promptly. If it cannot be resolved satisfactorily, the dispute shall be reported to the Worcester Police Department no later than the next business day
37. All vehicular equipment used by the Tow Operator in association with the performance of towing operations must be properly licensed/certified by the Commonwealth of Massachusetts DPU – Transportation Oversight Division pursuant to Massachusetts General Laws Chapter 159B. Each vehicle engaged in towing operations must display a valid DPU certification decal. The Tow Operator shall supply the City with a copy of all annual financial reports filed with the Commonwealth DPU.

38. Payment: Towing contractor shall make full annual payment, for all awarded zones, not later than January 31 for the first contract year and not later than January 1 for all subsequent contract years. Payments are to be made to the City of Worcester through the Purchasing Division. Please deliver prompt payment to:

Purchasing Division

455 Main Street – Room 201

Worcester, MA 01608

A towing contractor that is delinquent making annual payments may have its contract terminated and may also be ineligible for future awards.

TOW ZONES

<u>TOW ZONE # 1</u>	BEGINNING AT LINCOLN SQUARE NORTH SIDE OF BELMONT STREET TO SHREWSBURY LINE ALONG TO SOUTH SIDE OF LINCOLN STREET TO LINCOLN SQUARE.
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<u>TOW ZONE # 2</u>	BEGINNING AT LINCOLN SQUARE NORTH SIDE OF LINCOLN STREET TO SHREWSBURY LINE, WEST BOYLSTON LINE TO SOUTH SIDE OF BRIAR LANE, SOUTH SIDE OF EAST MOUNTAIN, SOUTH SIDE OF QUINAPOXET LANE, SOUTH SIDE OF FALES STREET EAST SIDE OF WEST BOYLSTON, EAST SIDE OF GROVE STREET TO LINCOLN SQUARE.
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<u>TOW ZONE # 3</u>	BEGINNING AT WEST BOYLSTON AND GROVE STREETS, ALONG WEST SIDE OF WEST BOYLSTON NORTH SIDE OF FALES, NORTH SIDE OF QUINAPOXET, NORTH SIDE OF EAST MOUNTAIN, NORTH SIDE OF BRIAR LANE, TOWN LINES OF WEST BOYLSTON AND HOLDEN, EAST SIDE OF GROVE STREET TO WEST BOYLSTON STREET.
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<u>TOW ZONE # 4</u>	BEGINNING AT LINCOLN SQUARE WEST SIDE OF GROVE TO HOLDEN LINE , ALONG LINE TO EAST SIDE OF SALISBURY, EAST SIDE OF FLAGG, EAST SIDE OF RICHMOND, NORTH SIDE OF PLEASANT, NORTH SIDE OF HIGHLAND TO LINCOLN SQUARE.
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<u>TOW ZONE # 5</u>	BEGINNING AT HIGHLAND AND MAIN STREET ALONG THE SOUTH SIDE HIGHLAND, WEST SIDE OF PLEASANT, WEST SIDE OF FLAGG, WEST SIDE OF SALISBURY TO HOLDEN LINE, ALONG HOLDEN, PAXTON LINE TO EAST SIDE PLEASANT, EAST SIDE OF CHANDLER, EAST SIDE MAY, NORTH SIDE MAIN TO LINCOLN SQUARE.
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TOW ZONE # 6

BEGINNING AT MAY AND MAIN STREETS, ALONG SOUTH SIDE OF MAY, SOUTH SIDE CHANDLER, SOUTH SIDE PLEASANT TO PAXTON LINE, ALONG PAXTON, LEICESTER LINE TO NORTH SIDE OF MAIN STREET TO MAY STREET.

TOW ZONE # 7

BEGINNING AT MAIN AND HAMMOND STREETS ALONG SOUTH SIDE OF MAIN STREET, LEICESTER LINE ALONG LEICESTER, AUBURN, MILLBURY LINES TO WEST SIDE OF GREENWOOD, WEST SIDE MILLBURY STREET, WEST SIDE QUINSIGAMOND, EAST SIDE SOUTHBRIDGE, WEST SIDE HAMMOND TO MAIN STREET.

TOW ZONE # 8

BEGINNING AT MAIN AND FRANKLIN STREETS, ALONG EAST SIDE OF MAIN TO HAMMOND, NORTH SIDE OF HAMMOND TO SOUTHBRIDGE, NORTH SIDE OF SOUTHBRIDGE TO QUINSIGAMOND AVE., EAST SIDE OF QUINSIGAMOND TO MILLBURY, EAST SIDE OF MILLBURY TO GREENWOOD, EAST SIDE TO GREENWOOD TO MILLBURY LINE TO GRANITE, WEST SIDE OF GRANITE TO WINTHROP, SOUTH SIDE OF WINTHROP TO PROVIDENCE, WEST SIDE OF PROVIDENCE TO GRAFTON, WEST SIDE OF GRAFTON TO FRANKLIN, SOUTH SIDE OF FRANKLIN STREET TO MAIN STREET.

TOW ZONE # 9

BEGINNING AT FRANKLIN AND GRAFTON STREETS, ALONG NORTH SIDE OF GRAFTON TO PROVIDENCE, EAST SIDE OF PROVIDENCE TO WINTHROP TO GRANITE, EAST SIDE OF GRANITE TO MILLBURY, GRAFTON, SHREWSBURY LINE, FOLLOWING SUCH LINE TO BELMONT, SOUTH SIDE OF BELMONT TO PLANTATION, EAST SIDE OF PLANTATION TO FRANKLIN, SOUTH SIDE OF FRANKLIN TO GRAFTON STREET.

TOW ZONE # 10

BEGINNING AT LINCOLN SQUARE, ALONG EAST SIDE OF MAIN, NORTH SIDE OF FRANKLIN, NORTH SIDE OF PLANTATION, SOUTH SIDE OF BELMONT TO LINCOLN SQUARE.

CONTRACTOR MUST MEET MINIMUM STANDARDS FOR FACILITIES AND CAPABILITIES WHICH SHALL BE SOLELY DETERMINED BY THE CITY.

THE CONTRACTOR SHALL SUBMIT A LIST OF EQUIPMENT WITH A BRIEF DESCRIPTION OF THE CAPABILITIES OF SUCH EQUIPMENT RELATIVE TO SIZE OF VEHICLES THAT COULD BE HANDLED, ETC.

<u>TYPE OF VEHICLE</u>	<u>MAKE/MODEL/YEAR</u>	<u>GVW - DESCRIBE CAPABILITY RELATIVE TO SIZE.</u>	<u>REGISTERED / NUMBER OF REPAIR PLATES</u>

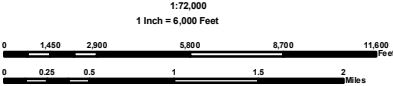
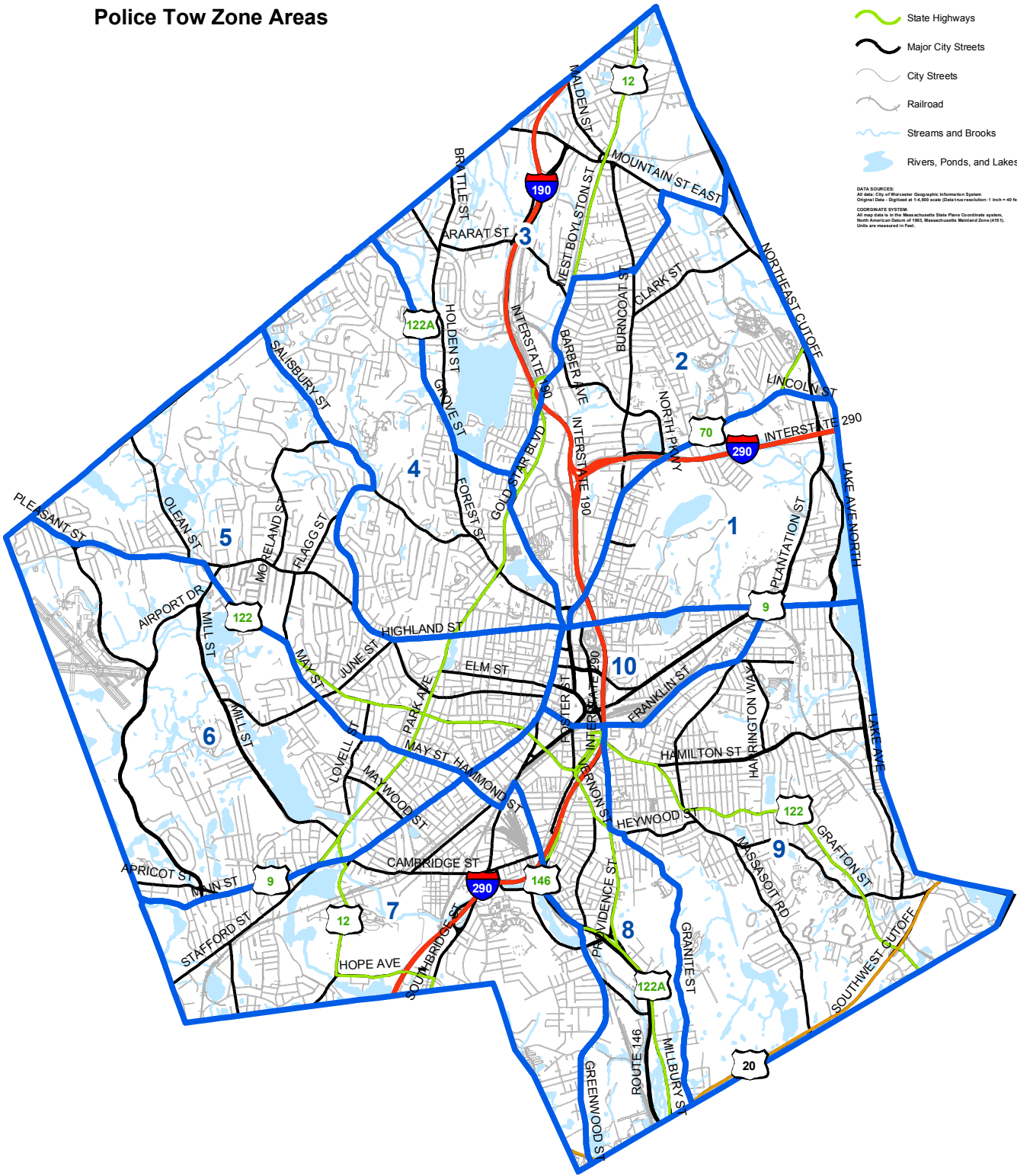
City of Worcester Map

Police Tow Zone Areas

Legend

-  Tow Zone Areas
-  Interstate Highways
-  U.S. Highways
-  State Highways
-  Major City Streets
-  City Streets
-  Railroad
-  Streams and Brooks
-  Rivers, Ponds, and Lakes

DATA SOURCES:
All data: City of Worcester Geographic Information System
Original Date: Digitized at 1:6,000 scale (Distortion resolution: 1 inch = 40 feet).
COORDINATE SYSTEM:
All map data is in the Massachusetts State Plane Coordinate system,
North American Datum of 1983, Massachusetts Modified Zone (45°).
Units are measured in feet.



Produced by
City of Worcester
Geographic Information System
Planning & Regulatory Services Division
Worcester, Massachusetts

