



**CITY OF TORRINGTON**  
**REQUEST FOR PROPOSAL**

**RFP # TOW-023-051106 TOWING & STORAGE OF BOOTED VEHICLES**

Due date of proposal: May 11, 2006 Time: 10 :00AM Location: Room 109A, City Hall

Bid Bond or Certified Check required with bid: N/A

Performance Bond required if awarded bid: N/A

The City of Torrington reserves the right to accept or reject any or all proposals or any portion thereof, to waive technicalities, and to award the contract as will best serve the public interest.

Omit State and Federal Taxes.

All prices must be F.O.B.: Destination (Torrington) unless otherwise requested.

Dated in Torrington: March 23, 2006 Purchasing Agent \_\_\_\_\_  
Charlene Antonelli, CPPB

Item
REQUEST FOR PROPOSAL FOR TOWING AND STORAGE OF BOOTED VEHICLES AS REQUIRED BY THE TRAFFIC DIVISION OF THE TORRINGTON POLICE DEPARTMENT.  ANNUAL TOWING PERMIT FEE TO BE PAID TO CITY OF TORRINGTON: \$ _____

Proposal Submitted By: \_\_\_\_\_  
Name of Company \_\_\_\_\_ Signature \_\_\_\_\_  
Address \_\_\_\_\_ Title \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Date \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **INSTRUCTIONS TO PROPOSERS**

Sealed proposals will be received by the Purchasing Agent, Room 109A, 140 Main St., Torrington, CT until the time and date specified on the cover sheet. The RFP opening is NOT a public opening. The results will not be made available until after the RFP is awarded. Proposals received later than the time specified will not be accepted. Amendments to or withdrawal of any section of the submitted proposal received later than the time & date set for the opening will not be considered. Proposals must remain in effect for a minimum of 60 days unless otherwise noted elsewhere in the RFP documents.

Proposers shall submit a letter of interest/Cover letter briefly stating the proposers understanding of the services to be rendered, and make a positive commitment to perform according to the requirements noted in this RFP.

The proposer shall submit a copy of applicable licenses with his proposal. A Certificate of Insurance naming the City of Torrington as "Additional Insured" is required within 10 days of award of contract.

**BID DOCUMENTS:** are available upon receipt of this invitation over the Internet web site: [www.Torringtonct.org](http://www.Torringtonct.org). Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe at [www.adobe.com](http://www.adobe.com). **Businesses Without Internet Access** may contact the Purchasing Department at 860-489-2224 for this information.

**REPLIES:** whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. Proposers not marking the envelopes with the RFP number and due date/time on the envelope will have no recourse against the City of Torrington or its employees. Such proposals run the risk of the RFP being opened prior to the scheduled due date & time.

Any alleged oral agreement made by a bidder or contractor with any agency or employee of the City of Torrington will be disregarded.

**FREIGHT:** Prices quoted shall be net delivery **F.O.B. Torrington, CT**. All prices must include prepaid delivery, assembly, and/or installation (ready for operation and/or use) of all equipment and/or materials to the individual locations(s) as designated by the Purchasing Agent. All prices are to be submitted on the sheets provided on this RFP. Quantities and pricing are to be listed in accordance with these sheets.

**QUESTIONS:** Request for interpretation of any portion of the RFP may be made by telephone to the Purchasing Agent at (860)489-2225. All replies will be given verbally and a copy of any such inquiry and advice (if deemed vital to the RFP by the Purchasing Agent) will be made available on the City's web site as an addendum.

In the event of receipt of identical offerings, delivery, service, content, price, etc., the RFP will be awarded in accordance with the information contained in the documents, based on first received as to date and time of receipt of the proposal.

**NON-COLLUSION STATEMENTS:** In order for proposals to be considered, a non-collusive statement must be submitted with the proposal. A sample non-collusive bid statement is attached. Proposers may elect to submit their own notarized non-collusion statement.

**CONDITIONAL, QUALIFIED OR NON-RESPONSIVE PROPOSALS:** All proposals shall be submitted in the form and manner as indicated by the documents and forms. Any proposal which is not submitted in the form and manner indicated by the RFP documents or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which has not been previously approved by written addendum from the Purchasing Agent, or which does not meet legal requirements, shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all detailed specifications or requests for information including execution of proposal forms, may be declared "non-responsive" and recommended for rejection. The City of Torrington shall not be responsible for any errors or omissions of the Offeror.

**TAXES:** Omit all State and Federal taxes. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

**OWNERSHIP OF DOCUMENTS:** All documents, including drawings, plans, specifications, videotapes, or other documents or maps prepared by a contractor pursuant to any agreement arising from this RFP shall become the property of the City of Torrington upon completion of the project or any termination of the project prior to the completion of the project.

**LEGALITY:** All bid offers for commodities, work, materials, or equipment hereunder shall comply in every respect with the laws, specifications and requirements of the State of Connecticut and the Federal government. Contractor will comply with the provisions of the Connecticut Fair Employment Practices Law.

**LANGUAGE DISPUTES:** Any disputes over the interpretation and/or meaning of any individual terms, conditions, and/or language within this Request for Bid/Proposal document shall be resolved by and at the sole discretion of the City Purchasing Agent in a manner that is in the best interest of, and best advantage to, the City of Torrington, provided any such interpretation shall be reasonable. In the event that an individual term, condition, and/or language/wording is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to his contract, then the term, condition, and/or language/wording may be disregarded, even though an addendum is not issued. However, if the Purchasing Agent determines that the term, condition, and/or language/wording "is applicable in part", then the term, condition, and/or language/wording will apply to the degree applicable, even though an addendum is not issued.

**RESPONSIBILITY:** The Contractor shall save the City of Torrington, its agents or employees, harmless from liability of any kind for all claims of labor payments and materials furnished for this work, and for use of any copyrighted or uncopyrighted composition, secret process patented or unpatented

invention, article or application furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, or licensee. The successful bidder agrees to indemnify and hold harmless the City of Torrington, its agents and employees from any and all liability arising out of the successful bidders' operations, functions and/or supplied items.

The successful bidder, vendor, and/or contractor must protect all property of the City of Torrington (i.e. all floors, furniture, grass, land, etc.) And homeowners from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense. At the completion of work, the vendor and/or contractor must remove from the premises all surplus materials and all debris created by same. The premises must be left in a broom-clean and finished condition acceptable to the owner or its agents. Successful bidder will furnish adequate protection from damage for all work and to repair damage of any kind; for which he or his workers are responsible, to the premises or equipment to his own work or to the work of other contractors.

**DEFAULT:** It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when they have not delivered the item(s) within the time constraints listed in this document or subsequent purchase orders and/or contract. Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document or its subsequent contract and/ or purchase orders and/ or they have ceased work on the project for a period of fifteen (15) working days, cumulative or consecutive.

**TRADE NAME REFERENCES:** Any and all references to trade names, types, styles, model numbers, stock numbers or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and or materials that will be satisfactory. When reviewing the information, it is the responsibility of the prospective bidder to inform the City of Torrington of any discrepancy that is found (i.e. number listed does not fit item description) Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he/she proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes and/or alternates that might be offered are guaranteed by the bidder to be of equal or better quality than is reference in the bid. The item(s) must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. When received, should items/materials prove to be different from what was bid in any way, the bidder agrees to the return of the items and agrees to supply correct items (per bid specifications) at the bidders expense. In the event this return action is required, it is understood the bidder may be subject to removal from the city's approved bidder's list. Bidders are cautioned that surplus, seconds, factory rejects, floor samples, close outs or distressed items are not acceptable and shipments of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

**QUANTITY:** The quantities and/or materials listed in the specifications/bid sheets may be increased or decreased by the City of Torrington or its designated representative based on actual need at the time the purchase orders are placed.

**QUALITY:** The City of Torrington reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or services that in its or its agents opinion does not meet the quality standards desired. Such decision is final and not subject to further recourse by the bidder.

**SAMPLES:** forwarded by the bidder will be returned to the bidder at his request and expense. Requests for return of samples must be submitted in writing at the time the sample is given to the City of Torrington or its representative. Samples not returned to the bidder will be disposed of at the discretion of the City of Torrington or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within 30 days of the bid opening date. Items not picked up within 30 days will be disposed of by the City of Torrington or its designated agent.

**AWARD:** It is the intent to award this bid in its entirety to one bidder, however, the City reserves the right to award the bid line item by line item if it is deemed in its best interest to do so. In addition, bidders are advised that should budgetary constraints dictate, part, and/or all the items in this bid may be rejected. This decision shall be considered final and not subject to recourse by the bidder.

In determining the lowest or highest responsible bidder, the City reserves the right to consider, in addition to price, the compatibility, quality, cost of maintenance and availability of parts, experience and/or past performance of the bidder, sufficiency of the financial resources of the bidder as relates to the offerings as well as the ability of the bidder to provide future maintenance and service.

Documents previously submitted to the city of Torrington will not be considered as satisfying submission requirements for this bid.

No bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders to whom the bid has been awarded.

**OPTION TO RENEW:** This contract may be extended for three (3) additional one (1) year periods, provided all terms and conditions remain in full force and effect except for the contract period being extended. This option, if exercised, is to executed in the form of a letter of agreement, to be issued no later than 30 days prior to the expiration of the then current contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to extend, will cause this contract to expire on the original or mutually agreed upon date. The total period of this contract, including all extensions as a result of exercising this option, will not exceed a maximum combined period of five (5) years.

**BONDS:**

**Performance Bond:** The Contractor, when awarded the Bid, must submit within 10 days of the bid award, and before beginning the work or signing a contract, a Performance Bond amounting to one hundred percent (100%) of the total amount of the bid. Said performance bond must be in favor of the City of Torrington and executed by a surety company authorized to do business in the State of Connecticut. The City of Torrington reserves the right to retain the Bid Bond or Certified Check on bids below \$25,000.00 as a Performance Bond. On bids of \$25,000.00 or more the Performance Bond may be furnished in the following manner: Performance Bond, Surety Bond, Certified Check, Bank Check, Savings Account in both the City & Vendor's name or Letter of Credit

**Maintenance Bond:** The contractor, upon signing a contract and before beginning the work, must submit to the Purchasing Agent a Maintenance Bond to guarantee that if defects in either labor or materials becomes evident within one year after completion and

acceptance of work will be fixed at no cost to the City of Torrington. The maintenance bond may be included as a portion of the Performance bond or as a separate bond. If it is issued as a separate bond said maintenance bond must be in favor of the City of Torrington and issued by a surety company licensed and authorized to do business in the State of Connecticut.

**Labor and Material Bonds:** Per Section 49-41 of the Conn General Statutes, on Public Works projects where the estimate is in excess of \$25,000.00, a labor (payment) and material bond must be furnished to the City. Said bonds must be filed with the Purchasing Agent prior to the commencement of work.

**Consent for Release of Final Payment:** AIA Document G707 & G706, or equivalent, must be signed and returned by the Surety Company before final payment will be released to the contractor.

#### **INSURANCE:**

**Certificate of Insurance:** All insurers must have an AM Best rating of A-V11 or better and admitted to do business in the State of Connecticut. All insurance policies must include a Waiver of Subrogation whereby the insured waives its right to subrogated against the City, its subsidiaries, employees, volunteers, directors and officers. Proof of proper insurance coverage, Workers Compensation Insurance, Liability and Property damage, and Vehicle Insurance shall be filed with the City of Torrington Purchasing Agent within 10 days after the award of the bid. The Certificate of Insurance must name the City of Torrington, 140 Main St., Torrington, CT, its subsidiaries, employees, volunteers, directors & officers as the additional insured and filed with the Purchasing Agent prior to commencement of work. Renewal Certificates of Insurance must be mailed to the Purchasing Agent 10 days prior to the expiration of the required coverage.

**Workman's Compensation Insurance:** The Contractor shall take out and maintain during the life of the contract adequate Workman's compensation Insurance for all the employees employed on said work. In case any class of employees or subcontractors is engaged in hazardous work under the contract at the site of the work is not protected under the Workman's Compensation statute, the contractor shall provide Workman's Compensation Insurance for the protection of employees not otherwise protected.

**Liability Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate public liability insurance insuring against liability to persons not employed by him in an amount of not less than \$1,000,000.00 for injuries, wrongful death to any one person and subject to the limit for each person in an amount of not less than \$2,000,000.00 on account of one accident and property damage insurance in an amount of not less than \$1,000,000.00.

**Vehicle Insurance:** The Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverages of \$1,000,000.00 each for both liability and under insured and uninsured motorist as well as any other coverages required by the State of Connecticut or requested by an official of the City of Torrington as relates to the contract.

**Additional Security:** The City of Torrington reserves the right to require successful bidders to enter into and such security arrangements as are deemed necessary to protect the City of Torrington, its property and goods.

**PERMITS:** The successful bidder agrees to obtain all work/building permits as might be required. The cost of obtaining such permits is the responsibility of the bidder. The City of Torrington reserves the right to waive local permit fees. In addition, it shall be understood that where property lines are to be considered, bidders are to verify said lines and measurements with proper City Officials prior to commencement of work. It is to be understood that any/all specifications and/or plans or drawings contained in or developed as a result of the bid process are and shall be presented subject to the approval of the City of Torrington planning, zoning and building officials and that awards made prior to said approval are subject to cancellation.

**PREVAILING WAGE:** When the State of Connecticut Prevailing Wage Rate is applicable to the bid, the successful bidder must submit a Certified Payroll Record prior to any request and/or invoice for payment.

**SAFETY: Asbestos:** Bidders are advised that asbestos-containing material may be located in the boiler rooms, pipe tunnels, storage areas and various portions of City buildings. Before proceeding on any contractual work on City buildings or their interiors, it is mandatory that bidders familiarize themselves with the asbestos-containing material and that said material be considered as a health hazard and all precautionary measures according to the Ahera Rules & Regulations be observed. It is the bidder's responsibility to notify all employees and/or subcontractors of this notification.

**SUBCONTRACTORS:** The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the City of Torrington or its designated agent.

**EEO:** The successful bidder shall provide any/all additionally required, affirmative action statements, fair employment plans and non-discrimination programs and statement as might be required by the City of Torrington. In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin. Bidders must comply with all rules & regulations of the Department of Labor with regard to Equal Employment Opportunities as pertains to municipalities.

**TERMINATION OF CONTRACT:** Any contract entered into by the City and the successful bidder shall provide that the City may terminate the contract upon thirty (30) days notice to the bidder.

**The City of Torrington reserves the right to award or reject any or all bids, or any portion thereof, to waive technicalities, and to award the bid and/or contracts to one or more bidders submitting essentially identical proposals and, that in the city's judgment, will best serve the public interest.**

**SAMPLE FORM**

**Bid # \_\_\_\_\_  
NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the bidder that has submitted the attached request for proposal for \_\_\_\_\_;
2. I am fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Bid; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it agents, representatives, owners, employees, or parties in interest, including this affiant.

igned \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

**SAMPLE FORM**

**BID #** \_\_\_\_\_

**CONSENT OF SURETY COMPANY  
TO RELEASE FINAL PAYMENT**

- City
- Architect
- Contractor
- Surety
- Other

**PROJECT/BID NUMBER :**

**TO:** City of Torrington  
 Attn: Purchasing Agent  
 140 Main Street  
 Torrington, CT 06790

**CONTRACTOR:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

In accordance with the provisions of the Contract between the City of Torrington and the Contractor as indicated above,  
 the (insert name & address of Surety Co. )

\_\_\_\_\_, SURETY COMPANY on bond of  
 (insert name & address of Contractor) \_\_\_\_\_

\_\_\_\_\_, CONTRACTOR, hereby  
 approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
 Surety Company of any of its obligations to the CITY OF TORRINGTON as set forth in the Surety Company's bond.

Subscribed and sworn to before this  
 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 Surety Company

\_\_\_\_\_  
 Authorized Representative's Signature

My commission expires \_\_\_\_\_

\_\_\_\_\_  
 Title

**RFP # TOW-023-051106**  
**TOWING & STORAGE OF BOOTED VEHICLES**

**1. PURPOSE**

The City of Torrington is seeking proposals from qualified firms to provide vehicle towing and storage services of booted vehicles as needed by the Traffic Division of the Torrington Police Department in accordance with the terms, conditions, and specifications contained in this Request For Proposal (RFP).

**2. INFORMATION OR CLARIFICATION**

2.1 For information concerning procedures for responding to this RFP. Contact the Purchasing Agent, Charlene Antonelli (860) 489-2225. For information concerning the technical specifications or scope of services contact Robert Shohey (860) 489-2018. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will be transmitted by written addendum.

2.2 It is required that all questions be submitted in writing to the Purchasing Agent by either fax or email prior to May 15, 2006.

**3. ELIGIBILITY**

3.1 To be eligible to respond the proposing firm must have the required equipment and organization sufficient to ensure that they can satisfactorily provide the services if awarded a contract.

3.2 Contractor shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

3.3 Proposer must include as a part of the RFP submittal sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in this RFP.

**4. INTERPRETATION OF BIDDING DOCUMENTS**

4.1 Only the interpretation given by the Purchasing Agent in writing shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP documents.

**5. FAMILIARITY WITH LAWS**

5.1 All proposers are required to comply with all Federal, State and Local laws, codes, rules and regulations that govern and control the actions and operations of this proposal.

**6. SCOPE OF WORK**

6.1 Contractor shall provide towing services within four (4) hours of a phone call from the Torrington Police Department's Traffic Division.

6.2 Contractor shall indicate their proposed permit fee in the cost proposal section of this RFP. The minimum Towing Permit Fee is \$1000.00. Annual Permit fees shall be payable in two equal installments due May 1<sup>st</sup> and Nov 1<sup>st</sup> of each year. If permit fees are delinquent, a late charge of \$50.00 shall be applied. If permit fees are more than twenty (20) days late, contractor is subject to suspension or cancellation at the City's sole option.

6.3 Cost of time at the scene, labor, or equipment needed within forty-five (45) minutes of arrival at the scene shall be included in the basic tow rate. Additional time may be charged in fifteen (15) minute or any fraction thereof increments providing the officer on the scene has so indicated in writing on the vehicle towing receipt.

6.4 The following rates have been established and will remain firm and fixed for the initial one-year contract term. Rates for any extension term are subject to negotiation between the parties and any changes require Board of Public Safety and City Council approval.

<u>ITEM DESCRIPTION</u>	<u>APPROVED RATES</u>
<b>Vehicle Towing/Recovery for motorcycles and cars:</b> To include all services and equipment to recover and tow the vehicle to the Contractor's principal storage compound.	\$80.00 per call
<b>Vehicle Towing/Recovery for small trucks:</b>	\$100.00 per call
<b>Vehicle Towing/Recovery for medium trucks</b>	\$150.00 per call
<b>Extra time at scene:</b> For time after initial 45 minutes. Must be fully documented in Contractor's records.	\$20.00 for each additional 15 minutes
<b>Complications:</b> To be applied when the vehicle is overturned, stuck in sand, mud or in the water, requiring more than a single hook-up and additional Contractor staff or equipment. Must have documentation signed by officer on scene	\$20.00 for each 15 minutes additional staff or equipment is at the scene
<b>Inside Storage:</b>	\$20.00 per day or part
<b>Outside Storage:</b>	\$ 12.00 per day or part
<b>Vehicles <u>requiring</u> Flatbed moving:</b> To include all services and equipment to recover and move vehicle to Contractor's principal storage compound. This rate may only be charged if the vehicle cannot be towed.	\$100.00 per call
<b>Administration:</b> For cost of owner/leinholder search and notification. To be applied only if vehicle has been stored over 72 hours	\$50.00

6.5 Contractor shall accept major credit cards (Visa, Master Card, etc.) as well as cash and have a sign posted by the cashier stating such payment policy.

6.6 No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to the storage compound.

## 7. PERMIT FEE AND TOWING RATE NEGOTIATIONS

7.1 In the event the Contractor wishes to adjust Towing Permit Fee or towing rates for an extension term. He shall notify the City in writing one hundred and twenty (120) days prior to the contract anniversary date, and include in his notice the requested adjustments including full documentation for the requested changes.

7.2 If no notice is received by that date, it will be assumed by the City that no adjustment is requested by the Contractor, and that the Towing Permit Fee and Towing rates will remain the same for the extension term.

7.3 If the City wishes an adjustment it shall notify the Contractor under the same terms and schedule.

7.4 Within thirty (30) days of notice, the parties shall meet to resolve any differences and agree on fee and rates for the extension term.

## 8. ADDITIONAL CONTRACTOR RESPONSIBILITY

8.1 Any related costs to towing, recovery, storage, or administrations that are not specifically stated in these specifications will be the sole responsibility of the contractor. The Contractor can only charge vehicle owners or operators the rates listed in this contract and under the terms and conditions contained in this contract.



8.2 Vehicles shall not be released to the owner without proper proof that all ticket fees, fines and charges have been paid in full.

8.3 No vehicle shall be released until personal identification and proof of ownership has been provided to the towing company personnel.

## 9. POSTING AND PROVIDING APPROVED TOWING RATES

9.1 Contractor shall prominently post near the cashier's location, at his principal storage compound or any compound where pickup of vehicles occurs, a list of all towing and storage rates approved in this contract.

## 10. INVOICES

10.1 Contractor shall provide an invoice to vehicle owner when the owner redeems his/her vehicle. The basic information contained in the invoice shall include, but not be limited to:

- A. Date of Service Call (date vehicle was towed)
- B. Location where tow originated
- C. Vehicle VIN number
- D. Vehicle Make & Model
- E. Vehicle License number
- F. Owners name & Driver ID number
- G. Breakdown of towing and storage charges

## 11. CONTRACTOR FILES/AUDIT

11.1 Contractor shall maintain at this principal place of business files that include, but are not limited to the following:

- A. A vehicle storage receipt for each vehicle impounded under the contract
- B. A copy of all paid invoices
- C. A notification log indicating date, time, and method of notification to the registered owner of the impounded vehicle.

11.2 Contractor agrees to maintain all files directly related to the contract and to make those files available for City inspection.

## 12. NOTIFICATION OF LOCATION OF VEHICLE

12.1 The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with applicable Connecticut statutes. The Contractor agrees to maintain a log at the place of business listing date, time and method of notification.

## 13. REQUIRED FACILITIES

13.1 The Contractor shall maintain a storage facility/compound complying with all provisions of applicable building, zoning, and environmental regulations.

13.2 The facility must be of sufficient size and capability to accommodate all towed vehicles during the term of this agreement until such vehicles are claimed by the owner or otherwise disposed of legally.

13.3 The principal place of business shall be available for vehicle receipt seven (7) days per week and twenty-four (24) hours per day.

13.4 The principal place of business shall be available for vehicle release a minimum of five (5) days per week and eight (8) hours per day.

13.5 The Contractor shall have available space for properly accommodating and protecting all motor vehicles entrusted to his/her care.

13.6 All property used for storage of vehicles shall be completely enclosed with a fence or wall of sufficient size to discourage theft of any vehicle or any property being stored inside.

13.7 The physical plant shall have name, phone number and mailing address clearly painted or a sign on the front of the building.

13.8 The Contractor shall have the capability to provide the Traffic Division with immediate telephone access to the Contractor.

#### **14. VEHICLE DISPOSAL**

- 14.1 The Contractor may dispose of vehicles to compensate for towing and storage fees after all responsibilities called for in accordance with Connecticut Statutes have been adhered to. Records must be maintained which state towing, storage, and salvage compensation for City audit purposes.
- 14.2 Should the Contractor, as a result of this agreement, have in his possession any vehicle that the Contractor is ordered to relinquish to the Torrington Police Department, the Contractor immediately agrees to do so. The City of Torrington agrees to pay the Contractor the towing, recovery, and storage charges due in accordance with this contract, which in turn the Contractor would have collected from the owner of the vehicle.

#### **15. PRIMARY CONCERNS**

- 15.1 The Contractor agrees to conduct operations under this contract in a courteous, orderly, ethical and businesslike manner. As this contract is very sensitive in nature and requires the Contractor and his personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:
- A. Expedite the release of the vehicle in accordance with the terms of this contract.
  - B. Assist the vehicle owner in retrieving documents from the vehicle to establish ownership.
  - C. Allow the owner to remove the auto tag and any unattached personal possessions.
  - D. Explain fully and politely the reason for the tow and all charges levied.
  - E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to Traffic Officer Robert Shopey no later than the next business day.
  - F. Protection of vehicles and property: The Contractor's liability for any vehicle towed and all property contained therein will commence with the time the vehicle is hooked onto the wrecker.
  - G. The Contractor agrees to be responsible for notifying the registered owner of the whereabouts of the vehicle in accordance with but not limited to Connecticut statute # 14-150.
  - H. The Contractor is to promptly release vehicle to owner upon receipt of payment by the owner.
  - I. The Contractor agrees to have no markings on either vehicles, buildings or correspondence that indicates or tends to indicate any official relationship between the Contractor and the City of Torrington Police Department.
  - J. The City of Torrington will not be responsible for the collection or payment of any charge for services rendered by reasons of its having dispatched service in accordance with this contract.
  - K. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles to the storage compound

#### **16. REFERENCES**

- 17.1 Provide in the proposal a list of 3 major account references including contact names, addresses and phone numbers.