

**INVITATION TO BID**

The City of Rochester, New Hampshire is accepting sealed bids for the solicitation of applicants for Wrecker Services for the period of January 1, 2009 through December 31, 2010. Bids must be submitted in a sealed envelope plainly marked:

**“Sealed Bid, “Solicitation for Wrecker Services”****Bid # 09-23**

City of Rochester  
31 Wakefield Street  
Rochester, NH 03867  
Attn: Purchasing Agent

All bids must be received no later than December 31, 2008 at 11:15 AM. No late bids, faxed, Emailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting <http://www.rochesternh.net>, or emailing <mailto:purchasing@rochesternh.net>, or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

## **BID SPECIFICATIONS**

The Rochester Police Department is seeking to contract wrecker services for the City of Rochester, for the period of January 1, 2009 through December 31, 2010 (as outlined in the City Ordinances, Chapter 67, See Attachment 1 and 2).

Bidders must be able to fully comply with all sections of City Ordinance Chapter 67, incorporated as Attachment 1; and City of Rochester Wrecker Services Agreement; incorporated as Attachment #2.

All bidders must submit their application on the attached forms and provide the other required documentation and information as specified.

A \$25.00 non-refundable fee is **required at time of application submission**.

Miscellaneous fees, including but not limited to clean-up costs and gate charges, shall be built into the hourly rate provided on the bid form.

The Non-Business hour service fee includes off-hour responses to release vehicles or property to owners.

The Daily Storage shall be defined as a 24-hour time period where the vehicle will be stored at the storage facility. Storage fees shall be charged at either a ½ day fee for up to 12 hours of storage or a full day fee for more than 12 hours of storage during the 24-hour period.

## **INSTRUCTION TO BIDDERS**

### **I. Preparation of Bid Proposal**

A. The Bidder shall submit her/his proposal upon the forms furnished by the City (attached). The bidder shall specify a unit price, both in words and figures, for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of several items. All words and figures shall be in ink or typed.

B. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

C. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his/her name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together

with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.

D. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the City's response to the question to all prospective bidders.

## **II. Irregular Proposals**

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

- A. If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any thereof is detached.
- B. If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- C. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- D. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized altered pay items.

## **III. Delivery of Bid Proposals**

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

## **IV. Withdrawal of Bid Proposals**

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

## **V. Public Opening of Bid Proposals**

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

## **VI. Disqualification of Bidders**

Either of the following reason may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal of proposals:

- A. Evidence of collusion among bidders.
- B. Failure to supply complete information as requested by the bid specifications.

## **AWARD AND EXECUTION OF CONTRACT**

### **I. Consideration of Proposals**

A. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

B. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

### **II. Award of Contract**

If a contract is to be awarded, the award will be made to the highest responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (60) sixty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his/her bid has been accepted and that he/she has been awarded the contract.

### **III. Cancellation of Award**

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

## **BID EVALUATION**

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- A. the bidder's ability, capacity, and skill to perform within the specified time limits
- B. the bidder's experience, reputation, efficiency, judgment, and integrity
- C. the quality, availability and adaptability of the supplies and materials sold
- D. bidder's last performance
- E. sufficiency of bidder's financial resources to fulfill the contract
- F. bidder's ability to provide future maintenance and/or services
- G. other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment.)

**CITY OF ROCHESTER NEW HAMPSHIRE  
PURCHASING AGENT**

**TOWING AND WRECKER SERVICES  
BID PROPOSAL /APPLICATION FORM**

**Business Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Storage Site Address** \_\_\_\_\_

**Phone** \_\_\_\_\_ **On Call Direct Phone** \_\_\_\_\_

**AAA Certified:**      **Yes**            **No** (AAA certification is not required)

**Business Inception Date** \_\_\_\_\_

**Business to provide the following**

**Statement that the business is in compliance with all sections of city ordinance 67.3**

**Towing Rates**

**Standard towing fee, business hours (minimum 1 hour)** \_\_\_\_\_

**Hourly rate for each additional hour during business hours** \_\_\_\_\_

**Standard towing fee after business hours (minimum 1 hour)** \_\_\_\_\_

**Hourly rate for each additional hour after business hours** \_\_\_\_\_

**Daily Storage fee for vehicles towed** \_\_\_\_\_

**Non-Business hour service fee** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Required Attachments:**

**1. A \$25.00 fee is required at time of Application submission**

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**Attachments Received**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**ATTACHMENT #1**

**CHAPTER 67  
TOWING SERVICES**

SECTION ANALYSIS

- 67.1 Purpose and Intent
- 67.2 Application Procedure
- 67.3 Qualifications
- 67.4 Approval Process
- 67.5 Licensing
- 67.6 Services to be Performed
- 67.7 Fee Structure
- 67.8 Administration

67.1 Purpose and Intent. The purpose of this ordinance is to establish a procedure for providing towing services to the City of Rochester. The intent is to have six (6) individual towing services available twenty-four (24) hours a day on a rotating basis.

67.2 Application Procedure. Any business or individual desiring to provide towing services to the City of Rochester shall complete an application which shall be available at the Rochester Police Department. Each interested application shall provide for information and/or documentation required to the Rochester Police Department along with a Twenty-Five and no/100 (\$25.00) dollars non-refundable application fee.

67.3 Qualifications. The business or individual shall meet the following minimum qualifications:

- (a) be able to provide on call twenty-four (24) hours per day service, seven (7) days per week.
- (b) be able to respond to any call within the City limits within twenty-five (25) minutes of receiving a call.
- (c) Be able to provide Comprehensive General Liability Insurance with limits not less than Five Hundred Thousand and no/100 (\$500,000.00) dollars per occurrence for property damage subject to an annual aggregate limit of One Million and no/100 (\$1,000,000.00) Dollars with automobile liability insurance with limits of Five Hundred Thousand and no/100 (\$500,000.00) dollars per person and One Million and no/100 (1,000,000.00) Dollars *per* occurrence for property damage subject to a One Million and no/100 (\$1,000,000.00) Dollar aggregate limit with the City of Rochester named as an additional insured.
- (d) Be able to provide Workers' Compensation Insurances as required by NH statutes
- (e) Be able to provide all the necessary equipment to handle the normal problems that arise in removing vehicles from an accident scene with at least one (1) of the vehicles being a slide back carrier.
- (f) Be able to provide secure exterior and/or interior storage space within the City of Rochester, for any towed vehicles.
- (g) Have at least one (1) year of experience in the towing business.

67.4 Approval Process. All applications shall be reviewed by the Chief of Police or his/her designee. All

applications determined to meet the minimum qualifications shall be placed in a pool of eligible applicants. Six (6) applicants shall be selected by random lottery conducted by the City Licensing Board to provide towing services to the City.

67.5 Licensing. The six (6) applicants selected shall each enter into a two (2) year contract between the City through its Licensing Board, and the individual towing service. The form and content of said contract shall be determined by the Licensing Board. Each towing service shall pay the City a two hundred fifty and no/100 (\$250.00) fee for the contract rights covering the two (2) year period. Any vacancy occurring during the two (2) year contract period shall be left unfilled with the remaining towing services equally dividing the rotation schedule.

67.6 Services to be Performed. Services to be Performed. During the contract term, the six (6) services, on a rotating schedule, shall be referred all calls for towing which are accident, arrest which are police related. The City reserves the right to call any towing service designated by the owner/operator of a vehicle involved in an accident who requests the officer on the scene to call such towing service.

(a) The towing service shall also clean the road area and remove all glass and debris from an accident scene.

(b) The towing service shall provide free storage to all vehicles impounded by the Police. Towing charges will be the responsibility of the owner of the impounded vehicle.

(c) The towing service shall, upon request of the City, tow any vehicles which have been abandoned as defined in RSA 262:32, obstructing access as defined in RSA 31:1102 or which are in violation of private property restrictions as outlined in RSA 262.40-1. Towing and storage charges shall be as provided by law.

(d) Emergency repairs and towing shall be provided without charge by the towing service to all Police Department vehicles. Any parts required shall be charged to the City at dealer cost.

(e) The towing service shall notify the City of Rochester any change in their legal or storage site address at least fourteen (14) days prior to the effective date of such change.

67.7 Fee Structure. All rates charges by the towing service may not exceed reasonable rates commonly charged in this area.

67.8 Administration. All issues relating to contractual matters relating to the towing service and the City shall be determined by the Chief of Police or his/her designee. Any dispute or interpretation unable to be resolved between the Chief of Police and the towing service shall be referred to the City Licensing Board which shall make the final determination in any such matter.

**ATTACHMENT #2**  
**City of Rochester, NH**

**WRECKER SERVICES AGREEMENT**

AGREEMENT between the CITY OF ROCHESTER, NEW HAMPSHIRE, (hereinafter referred to as CITY) and \_\_\_\_\_ of Rochester, New Hampshire, (hereinafter referred to as SERVICE), in consideration of the covenants hereinafter provided do hereby covenant and agree as follows:

1. The SERVICE shall provide on-call, twenty-four (24) hours per day, wrecker and towing services to the CITY. All vehicles utilized by the SERVICE shall be properly registered and inspected in accordance with applicable State Law. Said vehicles utilized shall not have dealer or repair plates.
2. The SERVICE shall be on a rotating weekly schedule with all scheduling to be done by the Chief of Police.
3. The SERVICE shall be able to respond to a call any place within the CITY limits within twenty-five (25) minutes of receiving a call. Under the terms of this agreement, the SERVICE is required to provide a direct phone line for contact during on-call weeks.
4. The SERVICE will provide all the necessary equipment to handle the normal problems that arise in removing vehicles from an accident scene. At least one (1) of the vehicles provided by the SERVICE shall be a ramp type vehicle capable of carrying motor vehicles.
5. The SERVICE will clean the road area and remove all glass and debris from an accident scene.
6. The SERVICE will provide free storage to all vehicles impounded by the Police. Towing charges shall be the responsibility of the owner of the impounded vehicle. The storage facility maintained by the SERVICE shall be located in the CITY OF Rochester and shall comply with all CITY zoning requirements. The SERVICE shall also be able to provide upon request interior storage for any vehicle towed or impounded. The SERVICE shall also be able to provide upon request a vehicle bay and lift for the purpose of investigative vehicle autopsies.
7. Upon request of the CITY, the SERVICE shall tow any vehicles which have been abandoned as defined in RSA 262:32, obstructing access as defined in RSA 31:102, or which are in violation of private property restrictions as outlined in RSA 262:40-1. Towing and storage charges shall be as provided by statute.
8. All rates charged by the SERVICE for towing and storage may not exceed reasonable rates commonly charged in this area.
9. The SERVICE shall properly secure and be responsible for all personal articles left in a vehicle.
10. During it's on-call weeks, the CITY will refer all wrecker calls to the SERVICE. NO SERVICE shall respond to calls until requested to do so by the Police Department.
11. Emergency repairs and towing shall be provided without charge by the SERVICE to all police department vehicles. Any parts required shall be charged to the CITY at dealer cost.
12. The SERVICE shall notify the CITY OF any change in their legal or storage site address at least fourteen (14) days prior to the effective date of such change.

13. This agreement shall run for a two (2) year period beginning January 1, 2009 and ending December 31, 2011, providing the SERVICE has paid the two hundred fifty and no/100 dollar (\$250.00) contract rights fee covering the two (2) year period. Two Hundred Fifty and no/100 (\$250.00) dollars shall be paid upon execution of the contract. Any vacancy occurring during the two (2) year contract period shall be left unfilled, with the remaining towing services equally dividing the rotation schedule.
14. The SERVICE shall provide the City with a certificate of insurance naming the City as additional insured as proof of Comprehensive General Liability Insurance with limits not less than five hundred thousand and no/100 dollars (\$500,000.00) per occurrence for bodily injury and five hundred thousand and no/100 dollars (\$500,000.00) per occurrence for property damage subject to an annual aggregate limit of one million and no/100 dollars (\$1,000,000.00) with automotive liability insurance with limits of five hundred thousand and no/100 dollars (\$500,000.00) per person and one million and no/100 dollars (\$1,000,000.00) per occurrence for bodily injury and five hundred thousand and no/100 dollars (\$500,000.00) per occurrence for property damage subject to a one million and no/100 dollars (\$1,000,000.00) aggregate limit.
15. No operations under this Contract shall commence until certificates of insurance have been filed with and approved by the Licensing Board.
16. The SERVICE shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.
17. Any non-compliance of the SERVICE with this Agreement shall require review by the CITY Licensing Board for possible termination of this Agreement.
18. This Agreement is subject to full compliance with Chapter 67 of the Rochester CITY Ordinances, and all applicable State and Federal regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSETH:

CITY OF ROCHESTER, LICENSING BOARD

\_\_\_\_\_  
John Scruton, City Manager

\_\_\_\_\_  
David G. Dubois, Police Chief

\_\_\_\_\_  
To Licensing Board

\_\_\_\_\_  
Norman Sanborn, Fire Chief

\_\_\_\_\_  
To Service

\_\_\_\_\_  
Authorized Signature