**Town of Dewey Beach, Delaware**

**REQUEST FOR PROPOSAL**

**“Vehicle Towing Services”**

**SUBMISSION DEADLINE: February 28, 2014**

The Town of Dewey Beach (“Town”) is requesting sealed proposals from qualified and experienced firms to perform Vehicle Towing Services to the Town of Dewey Beach Police Department.

Proposals will be received by sealed envelope in the Office of the Town Manager, 105 Rodney Avenue, Dewey Beach, Delaware 19971 until 2:00 P.M. on **February 28, 2014** at which time they will be opened and read by the town staff/representatives. Bids received after this time will not be considered and no time extensions will be permitted.

Copies of this Proposal Document may be obtained on the Town’s web site [www.townofdeweybeach.com](http://www.townofdeweybeach.com) under the **RFQ/RFP’s** link. If downloaded from the Town Website, please send an email to the Town Manager at townmanager@townofdeweybeach.com with your contact information including firm name, contact name, address, phone, and fax number. Hard copies may be obtained at Town of Dewey Beach Town Hall, 105 Rodney Avenue, Dewey Beach, Delaware 19971. For additional information on this Request for Proposal, contact Town Manager Marc Appelbaum, Town of Dewey Beach, Delaware, (302) 227-6363.

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made to the attention of the Town Manager. Such inquiries or requests for information shall be submitted to the procurement agent in writing and shall contain the requester’s name, address, telephone number and email address. The requester must also file a copy of this written request with the Town Clerk, Town of Dewey Beach Town Hall, 105 Rodney Avenue, Dewey Beach, Delaware 19971 or email joyce@townofdeweybeach.com.

The Town may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to or clarifies the terms provisions or requirements of the solicitation. The bidder shall not rely on any representation, statement or explanation whether written or verbal, other than those made in this RFP or in any addenda issued. Where there appears to be a conflict between this RFP and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda, and any accompanying documentation. The bidder is required to acknowledge the receipt of all addenda in its proposal.

The Town reserves the right to reject any or all proposals, to waive any informality in any proposal, to negotiate a contract, part of the contract, or to readvertise for proposals. Only 1 (one) submittal will be accepted per applicant, either as a single prime firm, or as part of a joint venture.

The Town of Dewey Beach, Delaware adheres to a policy of non-discrimination in programs/activities and employment and strives affirmatively to provide equal opportunity for all.

Any additional information, amendments or requirements regarding this project and procurement process, may be posted on the Town of Dewey Beach Website http://www.townofdeweybeach.com.

Sealed proposals are to be delivered by the deadline, clearly labeled as follows:

**“RFP- Vehicle Towing Services”**

**Bid #2014-02-28**

**Town of Dewey Beach**

**Attention: Town Manager**

**105 Rodney Avenue**

**Dewey Beach, Delaware 19971**

**SUBJECT: Request for Proposal (RFP) From Qualified and Experienced**

**Firms to Provide Vehicle Towing Services.**

The Town of Dewey Beach invites you to submit an original unbound proposal (clearly marked) and seven (7) bound copies in response to our Request for Proposal (“RFP”). All submissions and inquiries must be addressed as outlined in the RFP.

The proposals are to be submitted in a sealed envelope clearly marked Important, Bid Enclosed bearing the name of the Proposer, and the address as well as the title of the RFP, no later than 12 pm, Friday, February 28, 2014. Mail or hand deliver your proposal to:

Town of Dewey Beach

Town Manager

105 Rodney Avenue

Dewey Beach, Delaware 19971

The Town’s tentative schedule for this Request for Proposal is as follows:

**Opening of Proposals: February 28, 2014 (Friday) @12pm**

**Proposals Evaluations due by 12pm: February 28, 2014**

Commission Award: April 1, 2014-March 31, 2016

The Town reserves the right to delay or modify scheduled dates. The Town will notify Proposers of all changes in scheduled dates.

We look forward to your active participation in this solicitation.

Sincerely,

Marc Appelbaum

Town Manager

TOWN OF DEWEY BEACH

Request for Proposal

**1.0 PURPOSE**

The Town of Dewey Beach (“Town”) is requesting Sealed Proposals from qualified and experienced firms, (hereinafter referred to as “Contractor” or “Proposer”) to perform Vehicle Towing Services for the Town of Dewey Beach Police Department (“Police Department”) Upon the Town Commission's ratification of the Selection Committee's rankings, the Town will enter into negotiations with a firm in order to establish a rotation of service providers who will perform services to the Town under the Agreement herein (the “Agreement”), which shall be subject to ultimate approval by the Town Commission.

The successful Proposer must be an independent contractor and the individual(s) assigned to work for the Town by the Contractor shall be subject to the approval of the Town, and will not be a Town employee(s). The successful Proposer shall execute the Agreement for approval by the Town Commission.

**2.0 BACKGROUND**

**2.2 Scope of Work to Be Performed**

The Contractor will assist in the following:

It is the Town’s intent to award this contract to one responsive and responsible Proposer. However, the Town reserves the right to award the contract in whatever manner that is in the best interest of the Town.

The successful Proposers will be utilized by the Police Department.

**2.3 Performance Schedule**

The Town anticipates the performance for services related to this Agreement to begin upon execution of the Agreement.

**3.0 RESPONSIBILITIES OF THE TOWN**

Town staff will be available to assist Proposers in both the bidding process and with interpreting specifications, standards and directions.

**4.0 SUBMISSION OF PROPOSAL**

**Incurred Expenses:**

The Town is not responsible for any expenses which Proposers may incur preparing and submitting proposals called for in the RFP.

**Interviews:**

The Town reserves the right to conduct personal interviews or required presentations on all Proposers prior to selection. The Town will not be liable for any costs incurred by the Proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

**Proposal Acknowledge:**

By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

**Request for Additional Information:**

The Proposer shall furnish such additional information as the Town of Dewey Beach may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Town of Dewey Beach Police Department.

**Acceptance/Rejection/Modification to Proposals:**

The Town reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure and agree to minor modifications during the agreement preparation process.

**Proposals Binding:**

All proposals submitted shall be binding for Ninety (90) calendar days following opening.

**Proposal Withdrawal:**

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the Town and will not be returned to the Proposers.

**Proposal Disclosure:**

Upon opening, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Delaware Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFP by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

**5.0 CONDITIONS OF PROPOSALS**

**A.** Late Proposals – Proposals received by the Town after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.

**B.** Completeness – All information required by this RFP must be supplied to constitute an acceptable proposal.

**C.** Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person ten (10) days after the opening or recommendation of award whichever occurs sooner.

**D.** Award Presentation – The Town Manager will present to Town Commissioners for acceptance and final award, one or more of the proposals, or reject all proposals, within thirty calendar days from the date of opening of proposals.

**6.0 TERMS AND CONDITIONS OF AGREEMENT**

Successful Proposer shall enter into a Franchise Agreement (“Agreement”), with the Town of Dewey Beach, for the purpose of providing adequate and qualified towing and wrecker service to the Town of Dewey Beach Police Department.

1. **Cost of Services to the Public:**

The towing fees quoted by the contractor in the Bid Proposal Form (attached and made part of this contract) shall constitute the maximum towing charges that the contractor may assess the owner of a towed vehicle from the town. The contractor agrees not to access any additional charges for such a tow. However, the contractor may charge a reasonable tow fee, recognized by the industry, which may be greater than the towing charges noted on the attached Bid Proposal Form, if the contractor in good faith completed a towing job from the Town which:

1. was not encompassed in the attached Bid Proposal Form
2. required an extraordinary amount of labor or an extraordinary amount of equipment
3. required the contractor to tow the vehicle to a destination other than the official storage lot

Storage fees, dolly fees, and miscellaneous charges submitted by the contractor on the Bid Proposal Form shall, in all cases, constitute the maximum fees that the contractor may assess the owner of a towed vehicle from the Town notwithstanding the towing fee charged.

1. **Town compensation:**

The Contractor will quote a price for becoming the preferred, and possible exclusive contractor, when called by Dewey Beach Police for towing service.

1. **Exclusive Towing Adjustment of Contract Award**

Contractual funds paid to the Town may be increased each year of the contract by a minimum of 5% from the previous year’s dollar award. The actual increase shall be negotiated between the Town and Contractor based upon volume of services provided during the previous twelve (12) month period. Contract award will require funds based on bid, to be given to the Town of Dewey upon acceptance of the contract, or a date agreed upon by the Town of Dewey Beach Contractor is subject to suspension or cancellation at the Town’s sole option, for failure to perform.

1. **Additional Contractor Responsibility:**

Any related costs to towing, recovery, storage, or administration that is not specifically stated in this contract will be the sole responsibility of the Contractor. Contractor can only charge vehicle owners or operators the rates listed in this Agreement and under the terms and conditions contained in this Agreement.

1. **Responsibility for Payment:**

The Town 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 Agreement unless such service charge is applicable to Town owned, confiscated, or leased vehicles or equipment, street clean up without a tow (equivalent to a normal automobile tow), or Town authorized special services. All other such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant in possession.

1. **Town Vehicles:**

Contractor shall recover and tow Town owned, confiscated, or leased vehicles that are located within Dewey Beach or Sussex County to its compound or to any location within Town limits at no charge to the Town.

Town vehicles that are located outside Dewey Beach or Sussex County which require towing services shall be billed to the Town at proposed rate. In the event a vehicle is held for evidence, Contractor shall store the vehicle at his compound at no charge and deliver that vehicle at no charge from the compound to any Town designated location, within Town limits.

Vehicles seized for forfeiture pursuant to Dewey Beach Police Department policy, shall be stored for a period of up to but not more than forty- five (45) calendar days without charge to the Town. After that time if forfeiture proceedings are to be instituted, the vehicle shall be removed to a Town storage facility by the Contractor. If forfeiture proceedings are not instituted, the owner of the vehicle may be charged for the storage and towing in accordance with established rates.

1. **Estimated Service Levels:**

Based upon reports by a prior contractor, current contract service levels are approximately 100 to 125 Police authorized and 25 Town vehicle tows per year.

These are estimates provided for informational purposes only. NO warranty or guarantee of quantities is given or implied. Contractor shall provide service as required.

1. **Subcontractors:**

Any use of subcontractors will be at the Town’s sole option, and use of subcontractors must be preceded by receipt of written Town approval and be subject to the following conditions:

a. Subcontracting shall be allowed for recovery and towing only, not for storage operations, except abandoned or derelict “dead” vehicle storage.

b. All towing and recovery vehicles shall only be identified by Contractor’s name, address of principal compound, and telephone number. No subcontractor identification shall be allowed.

c. Subcontractors shall not be used for critical accident emergencies, or street blockage calls.

d. Contractor shall be held fully responsible for subcontractor’s performance and insurance coverage.

e. Town reserves the right, at its sole option, to withdraw approval of a particular subcontractor by giving the Contractor written notice.

f. If an emergency situation is declared by the Police Officer or authorized Town staff at the scene, that officer or staff person may waive b. and c. above and authorize Contractor to use subcontractors to resolve the immediate emergency.

1. **Suspension:**

Should at any time during the term of this Agreement, including any option terms, the Contractor be in violation of any of the terms and conditions of this Agreement, the Town shall have the right to suspend the Contractor until the violation is resolved to the satisfaction of the Town. If the violation is not promptly resolved or is of such serious nature that the Town determines that suspension is not adequate, the Town reserves the right to terminate for cause.

Should at any time during the term of this Agreement, including any option terms, the Contractor or its principals become the subject of a criminal investigation, the Town shall have the right to suspend the Contractor until the outcome of any pending investigation including trial should one result.

Upon termination of the criminal investigation, which does not result in criminal charges, the Town at its sole discretion may cancel the Agreement or reinstate the Agreement. Should criminal charges result from the investigation, at the conclusion of the trial or upon a plea bargain by the Contractor, the Town in its sole discretion may cancel the Agreement or reinstate the Agreement.

1. **Special Services:**

If additional duties, similar to those contained in the Technical Specifications of this RFP, but not specified in that part are required by the Town, and the Contractor is able to provide those special services, those services may be requested under this Agreement by authorized Town staff. Examples of such special services could be removal of an aircraft from water, or recovery of a large piece of Town equipment from beach.

In such instances, the Town will depend upon Contractor’s experience in such matters and authorize the Contractor to assemble all necessary special equipment and staff, including use of subcontractors, to resolve the special or emergency situation. Whenever possible, estimated costs for such special services shall be provided to the Town prior to engaging in work and all costs shall be subject to negotiation. In any such instances the Town reserves the right, time and circumstances permitting to seek the special services elsewhere in accordance with the Town procurement ordinances.

1. **Assignment/Stock Transfer:**

This Agreement shall not be assigned, sold, or transferred unless prior Town written permission is obtained by the Contractor. If the Contractor is a corporation other than a publicly held corporation subject to regulations by the U.S. Securities and Exchange commissioner by the State of Delaware Department of Banking and Finance, such corporation shall include a list of its shareholders with its proposal. The Town will serve the option to terminate the Agreement upon any change in ownership of the corporation’s stock, whether for the transfer of authorized and issued shares. The issuance of authorized but unissued shares, or the issuance of any additional shares, authorized by increases in capital stock limitations.

1. **Non Exclusive Services:**

Nothing contained in this Agreement will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his choice, or requesting that his vehicle be towed to a garage location or compound of his choice and not that of the Contractor, unless the disabled vehicle cannot be removed in thirty (30) minutes or less or is creating a tie up of traffic or hazardous situation, in the opinion of the officer at the scene.

1. **Benefit from Repairs:**

The Town prefers that the towing franchisee not engage directly or indirectly in the automotive or truck repair, paint and body, salvage, junkyard, or re-cycling business. If the Contractor currently has any interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses he shall so state in his proposal and list the

specifics of that interest. The specific circumstances and relationship of the Contractor to these peripheral activities will be reviewed during evaluation of proposer’s qualifications and capabilities. If during the term of the Agreement, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or re-cycling businesses, he shall immediately notify the Town in writing. Failure to do so may result in termination for cause.

1. **Complaints and Disputes:**

At all times, Contractor shall conduct its business in an orderly, ethical and business- like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner. All complaints concerning misconduct on the part of the Contractor or disputes between Town staff and the Contractor will be referred to the Town Manager or his/her designee, who shall conduct investigations and inquiries, including discussions with the Contractor and involved staff. The determinations of the Town Manager or designee shall be binding upon the parties, and Failure of the Contractor to follow any such determination could be considered a material breach and subject the Contractor to termination for cause.

1. **State Sales Taxes:**

Contractor shall be responsible for collecting and transmitting to the proper agency all applicable tax in accordance with the latest regulations and revisions to State Statutes.

1. **Required Licensing:**

The Contractor shall at all times be a holder of a general towing and wrecker service license issued by the Town of Dewey Beach. The Contractor must also have all necessary State and County licenses and permits as may be required to operate this type of business.

1. **Variances:**

While the Town allows Contractors to take variances on the RFP terms, conditions, and specification, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

1. **Charges for Time at the Scene and Complications:**

Cost of time at the scene, labor or equipment needed shall be included in the basic tow rate. If required, additional charges due to complications at the scene must be justified by Contractor to the Town. If, and only if, such time at the scene consumes more than the time specific in Town Resolution will the extra waiting time charge or any faction thereof be assessed by the Contractor as per Town Resolution. Assessment of complications charges will be from the time the additional Contractor staff or equipment arrives at the scene and until the vehicle is towed from the scene, or the additional Contractor staff or equipment leaves the scene, whichever occurs first. The complications charge shall be all inclusive and include all necessary staff or equipment required to complete the recovery.

**Technical and Operational Requirements**

The Contractor shall be a holder of a general towing and wrecker service license issued by the Town of Dewey Beach and Sussex County, be in good standing currently and such company or business shall have been conducted actively for a minimum of three (3) years. The Contractor must also have all necessary State, County and local licenses and permits as may be required to operate this type of business.

1. **Response Time:**

The Contractor is to respond (arrive at the scene) within forty-five (45) minutes of notice of any time of the day or night with appropriate equipment at the request of the Town of Dewey Beach Police Department, or in the case of Town vehicles, by an authorized Town employee. The Contractor assumes all liability in meeting forty-five (45) minute response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines. The following penalties shall apply to the Contractor(s) for failure to respond within the required time frame during each contract year.

A. First & Second offense: Verbal warning

B. Third Offense: A certified letter of warning.

C. Fourth Offense: $250.00 fine

D. Fifth offense $350.00 fine or suspension at the Town’s option.

E. Any further offense: $500.00 fine, suspension or termination, at the Town’s option If the Contractor can show extenuating circumstances beyond his control, he may appeal a fine or suspension. The Contractor is not to hook up or move any vehicle at the scene in any way without first having received instructions from Town of Dewey Beach Police Department member or other authorized Town staff member. In case of abandoned or derelict vehicles, where a Police Department member is not waiting at or on his way to the scene, and the Contractor is so notified, response time shall be within twenty-four (24) hours of notice.

2. **Service Call Cancellation:**

The Town reserves the right to cancel a request for services at any time, including up to the time of hook-up, without any charge. The Contractor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable.

3. **Ethics and Conduct:**

The Contractor agrees to conduct operations under this Agreement 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 release of the vehicle in accordance with the terms of the Agreement.

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 the Town no later than the next business day.

4. **Contractor Personnel:**

Contractor shall have available sufficient qualified personnel for the operation of the equipment and to man the office facilities as required to perform as specified. Contractor shall maintain a State of Delaware Department of Motor Vehicles Report on each driver, to be updated annually.

Each wrecker shall be manned by a driver who must meet the following qualifications:

(a) Possess a valid license in accordance with Delaware State laws

(b) Shall be familiar with the layout of the Town streets.

(c) Shall have the physical qualifications necessary to perform the normal tasks required of a tow driver.

(d) **Shall wear a uniform** with the name of the company, or officers if a corporation shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty. Contractor agrees that the owners of the company, or officers if a corporation shall be held fully responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.

5**. Equipment Requirements:**

If awarded a contract, the Contractor is to provide the minimum number of wreckers required in accordance with the Rules of the Department of Highway Safety and Motor Vehicles Division of Delaware Highway Patrol Wrecker Qualifications and Allocation System. Additional wreckers of a higher class may be substituted to meet the requirements for a lower class vehicle. If additional wreckers in any or all classes are required to handle the volume of tows requested under this Agreement, the Contractor is to provide them at no cost to the Town. Contractor is required to have access to a 35 ton wrecker. Contractor agrees to maintain a sufficient fleet of tow trucks and necessary equipment to perform the total contract service requirements, plus all other business including law enforcement and commercial. The Town will be given preference on any call for service.

All equipment shall be modern, commercially manufactured, and in good mechanical condition. No towing service equipment shall be used by the Contractor as an emergency vehicle. All towing vehicles must be equipped with a two-way radio capable of covering all assigned territory and to the Contractor’s Compound.

6. **Tow Truck Markings:**

The Contractor agrees to have no markings on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the Town of Dewey Beach Police Department, Sussex County, or any police agency. The name, address and telephone number of the Contractor and any other required decals or markings must be applied as required by Delaware State Law.

7. **Radio Communications:**

The Contractor agrees to provide a 2-way communication system. The communication system shall be between the Contractor’s base station and all tow and service trucks utilized in providing police service within the Town limits. A citizens band radio does not meet this requirement. Federal Communications Commission guidelines will prevail. The Contractor is required, at all times to have the communication system manned by competent employees.

8. **Storage Facilities:**

The Contractor will maintain a storage garage and outside storage facilities complying with all provisions of applicable building, zoning, and environmental regulations sufficient to store all vehicles towed by him under this contract until such vehicle(s) are claimed by the owner or otherwise disposed of legally. The Contractor must maintain a Principal Compound of not less than 50 vehicle capacity. Said compound shall be owned or leased by the Contractor and shall be located no further than ten (10) miles from the Town. The compound shall be open and manned for vehicle receipt or release seven (7) days per week from 8:00 a.m. thru 10:00 p.m. Unless picked up by the owner, vehicles towed and/or stored at the discretion of the Town will be held at this location for a minimum of five (5) days until released by the Police Department to permit Police Personnel convenient access to such vehicles.

A. Vehicle Storage

1. To include telephone and rest room facilities and workspaces such as desk, phone, etc.

2. Physical plant to have name and mailing address clearly painted or a sign on the front of the building.

3. To be separate from any other business or enterprise.

4. Must be accessible 24 hours per day, 7 days per week.

5. There must be 24 hour radio communication, which is manned 7 days per week. Phone answering services are not permitted.

B. Crime Scene Storage

1. A storage facility for vehicles which have been marked “HOLD” by the Town’s Police Department relative to a crime scene investigation shall be stored at the Contractor’s Principal Compound.

2. Any vehicle towed and stored as a result of the marked “HOLD’ relative to a crime scene investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.

3. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent or by storage in a covered facility.

4. If laboratory work on a crime scene vehicle must be processed at the Town’s Police Headquarters, the crime scene vehicle shall be transported at no charge to the Town. Unless a hold has been placed upon the vehicle disposal of vehicles will be in accordance with current Delaware State Statutes. All Contractor storage facilities shall be subject to inspection and must be approved by the Town prior to the award of a contract. Storage facilities shall also be subjected to periodic inspection when deemed necessary by the Police Department or other authorized Town personnel during the life of this Agreement. Any discrepancies in the sole opinion of the Town shall be submitted in writing to the Contractor and ten (10) days shall be allowed by the Contractor to correct the discrepancies to the satisfaction of the Town.

9. **Protection of Vehicles and Property:**

The Contractor’s liability for any vehicle towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The Contractor will have his employee, representative or agent, review the Vehicle Storage Receipt (Tow Slip) jointly with a Police Department member or owner or possessor of the vehicle, for each vehicle he is directed to tow. Such Tow Slip shall be provided by the Police Department. One copy shall be maintained by the Contractor as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle; and one copy will be retained by the Police Department. The Vehicle Storage Receipt shall contain the following information:

A. Make of vehicle and type.

B. License number and VIN number.

C. A list of all personal property contained in the vehicle to be towed.

D. General description of the vehicle as to the condition, damaged parts (identified in detail); missing parts, and such other information as may be necessary to adequately describe the vehicle.

E. Any extra waiting time or complications charges authorized by officer at the scene. In the event a Police Department member is not at the scene the report shall be signed by the Contractor and immediately delivered to the Police Department.

No vehicle can be removed from the scene until the Vehicle Storage

Receipt has been completed and signed.

The Contractor shall be solely liable and responsible to the owner or legal entity entitled to lawful possession of all personal property in any vehicle towed under the authority of this Agreement. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the Police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the Police investigator.

The Contractor shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor. Personal property contained in vehicle(s) which are removed and stored by the Contractor shall NOT be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

10. **Releases:**

The Contractor shall directly release any vehicle, which has not been

marked “HOLD” providing the proper proof of identification, and ownership

is presented. Any vehicle towed, which is marked “HOLD”, cannot be

released without written authority from the Town of Dewey Beach Police

Department. The Contractor shall release any vehicle towed in at the

request of the Police Department only to the person whose name appears

on the title or resignation certificate or to the authorized agent of such

person.

11. **Owner Notification:**

The Contractor agrees to be responsible for notifying the registered owner

or agent of the whereabouts of the vehicle in accordance with State of Delaware statutes.The Contractor agrees to maintain a log at the place of business

listing date, time, and method of notification.

12. **Abandoned and Derelict Vehicles:**

The Contractor may dispose of equipment to compensate for towing and

storage charges after all responsibilities called for in accordance with

Delaware Statutes have been adhered to. Records must be maintained

which state towing, storage and salvage compensation for Town audit

purposes.

13. **Cleanup:**

The Contractor when towing vehicle(s) from the scene of an accident will

be responsible for removing from the street all broken glass and other

non-hazardous matter that may be in the street as a result of the accident.

The cost of such normal accident cleanup shall be included in the basic

towing rate and no separate charge made to the Town or vehicle owner.

14. **Disposal of Vehicles:**

Should Contractor, as a result of this Agreement, have in his possession

any vehicle or personal property for a period in excess of thirty-five (35)

days, and should the Contractor be ordered to relinquish such vehicle or

personal property to the Town of Dewey Beach Police Department, the

Contractor agrees to immediately do so if so notified prior to the thirty five

(35) day limit. The Police Department agrees that no vehicles will be

released without proof of payment to all tow, recovery and storage fees in

accordance with this contract with the Contractor.

15. **Posting and Providing Approved Towing Rates:**

Contractor shall prominently post near the cashier’s location, at his

principal compound, a list of all towing and storage rates approved as a

result of this contract. A rate card containing these rates shall also be

available for owners review in each towing vehicle.

16. **Invoices:**

The Contractor shall provide a separate invoice for each and every towing

service provided under this contract. The basic information contained in

the invoice shall include, but not be limited to the following:

1. Date of service call.

2. Service call number assigned by Town of Dewey Beach Police

Department.

3. Location where tow originated and destination.

4. Vehicle VIN number.

5. Vehicle make and model.

6. Vehicle license number.

7. Drivers name and I.D. number.

8. Reason for the tow such as: accident, parking, road blockage,

Town vehicle, confiscated, abandoned/derelict, etc.

9. Breakdown of all towing, recover, and storage charges.

10. On the back of the page of the invoice that is provided as a receipt or

attached on a separate sheet when the owner pays for and picks up his

vehicle will be legibly printed or stamped with the following information:

 1. A police statement concerning rates, policies, and procedures

provided by the Town.

 2. A list of all approved rates.

 3. Town telephone numbers for questioning or complaints,

regarding the contract. The type, size and contract of this information are subject to Town approval.

17. **Form of Compensation:**

The Contractor agrees to accept the following forms of payment at the

storage facility and in the field: cash, at least one major credit card, any

commercial business check or travelers check.

18. **Contractor Files/Audit:**

Contractor shall maintain at his Principal Compound, or central offices

files, which include, but are not limited to, the following:

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1. A vehicle storage receipt for each vehicle impounded under

the Agreement.

2. A copy of all paid invoices.

3. A log of calls for service.

4. A notification log indicting date, time, and method of

notification to the registered owner of an impounded vehicle.

5. A log containing all vehicles, which have remained unclaimed for thirty (30) days or more. Contractor agrees to maintain all files directly related to the Agreement and to make those files available for Town Inspection.

19. **Reports:**

Contractor shall submit to the Town of Dewey Beach Police Department by the

15th of each month for the previous month the following reports. The form

of the reports shall be determined by the Contractor, but are subject to the

approval of the Town:

a. Towing Activity Report, to include for each and every tow.

1. Date of tow.

2. Service call number assigned by the Dewey Beach Police

Department.

3. Type of tow such as accident, parking, abandoned Town

vehicle, etc.

4. Location where vehicles towed from

5. Vehicle make

6. Tag/license plate

7. Vehicle owner’s name

b. Vehicle Release Report, to include:

1. All information contained in the Towing Activity Report

2. Date vehicle released or disposed of.

3. Method of disposition such as: release to owner, release

to Town, auction.

4. A complete breakdown of all towing charges with a total

including any applicable taxes

 **PROCEDURE FOR REVIEW**

A Selection Committee has been established to review and evaluate all

proposals submitted in response to this RFP. The Committee shall conduct a

preliminary evaluation of all proposals on the basis of the information provided

and other evaluation criteria as set forth in this RFP.

The Committee will review and rank each proposal for compliance with the

technical qualifications, mandatory requirements and proposed fees and

expenses of the RFP. Failure to comply with any mandatory requirements will

disqualify a proposal.

The Town may interview the Proposers, but the Town reserves the right to forego

interviews of Proposers.

The Town reserves the right to reject any and all proposals and to waive minor

irregularities in the proposal. The Town further reserves the right to seek new

proposals when it is in the best interest of the Town to do so.

**EVALUATION OF PROPOSALS**

Award shall be made to the responsible Proposers whose proposals are

determined to be the most advantageous to the Town, taking into consideration

the evaluation factors set forth below:

**Mandatory Requirements will be used in determining whether a Proposer is**

**responsive to the RFP but will not be used as an evaluation criterion:**

**A.** The Proposer is licensed to practice in Sussex County Delaware and the Town of Dewey Beach and the State of Delaware.

**B.** The Proposer has no conflict of interest with regard to any other work

performed by the Proposer for the Town

**C.** The firm adheres to the instructions in the RFP on preparing and

submitting the proposal.

**Technical Qualifications:**

**A.** Proposer’s past experience and performance on comparable

engagements).

**B.**Proposer with an office located within Sussex County, Delaware and within 25 miles of Dewey Beach,

**C.**Copy of business license or filed application with the County/State/Town required.

**D.**Preferred qualification will be awarded to a Proposer whose office is located within the Town, or who partners with a firm located in theTown – a copy of appropriate Business License or filed application with the Town required. A non-local Proposer partnering with a local firm must certify and actually perform a minimum percentage of the services to be provided. Non-local Proposers shall also certify in the letter of intent, the percentage of the contract amount that shall be awarded to any local subcontractor.

**Fees and Expenses:**

1. Proposer’s fees and expenses will be rated on competitiveness and that provide the most benefit to the Town of Dewey Beach.

**ADDITIONAL INFORMATION/CLARIFICATIONS**

Information provided by the Town is to facilitate proposals. Effort was made to

provide necessary and accurate information when this request was prepared, but

the Town is not to be penalized for any lack of completeness. Accuracy of this

data is not guaranteed. It is the sole responsibility of Proposers to assure that

they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is

needed, please contact Chief of Police, Sam Mackert, Town of

Dewey Beach, Delaware, (302-227-1110).

1. **Contract Award will be made by the Town of Dewey Beach Commissioners** **until March 31, 2016.**

**INFORMATION REQUIRED OF PROPOSER**

In order to insure a uniform review process and to obtain the maximum degree of

comparability, it is required that the proposals be organized in the manner

specified.

**A.** Proposal Format:

Proposal shall be in the following order:

Title Page, Table of Contents, Letter of Transmittal, Proposal

Certificate, Detailed Proposal, General Information, Specific

Information, Technical Information, and References

**B.** Title Page:

Name of Proposer’s company/corporation, address, telephone

number, e-mail address, name of person which will handle Town’s

account, date, and the subject–“VEHICLE TOWING SERVICES”

**C.** Letter of Transmittal:

Limit to one or two pages. Briefly state the Proposer’s positive

commitment, understanding of the work to be performed and a

commitment to perform the work within time restraints.

**D.** General Information:

1. Supply Proposer’s legal name, type of entity, federal ID/State ID

number, headquarters address, local office addresses, state of

incorporation, and key firm contact names, phone numbers and email

addresses.

2. Is the Proposer legally authorized, pursuant to the requirements of the Delaware Statutes, to do business in the State ofDelaware?

3. List and describe all bankruptcy petitions (voluntary or

involuntary) which have been filed by or against the Proposer, its

parent or subsidiaries, predecessor organization(s), or any wholly

owned subsidiary during the past five (5) years. Include in the

description the disposition of each such petition.

4. List all claims, arbitrations, administrative hearings, and

lawsuits brought by or against the Proposer, its predecessor

organization(s), or any wholly owned subsidiary during the last five

(5) years. The list shall include all case names; case, arbitration, or

hearing identification numbers; the name of the project over which

the dispute arose; a description of the subject matter of the dispute;

and the final outcome of the claim.

5. List and describe all criminal proceedings or hearings

concerning business related offenses in which the Proposer, its

principals, officers, predecessor organization(s), or wholly owned

subsidiaries were defendants.

6. Has the Proposer, its principals, officers, or predecessor

organization(s) been debarred or suspended from bidding by any

government during the last five (5) years? If yes, provide details.

7. Has Proposer ever failed to complete any work awarded to

it? If so, where and why?

8. Has Proposer ever been terminated from a contract? If so,

where and why?

**E.** Specific Information:

List and describe the number and type of personnel who will

perform the work, and licenses or certification and equipment to be

utilized.

**F.** Insurance Requirements:

Proposers must submit with their proposal, proof of insurance

meeting or exceeding the following requirements.

• Workers’ Compensation Insurance – as required by law.

• Employer’s Liability Insurance - $5,000,000 per occurrence

• Automobile Liability Insurance - $2,000,000 per occurrence,

$1,000,000 per accident for bodily injury and $1,000,000 per

accident for property damage.

The successful Proposer must submit, prior to signing of

Agreement, a Certificate of Insurance naming the Town of Dewey Beach

as an additional insured.

 **PROHIBITION OF INTEREST**

No contract will be awarded to a Proposer who has Town elected officials,

officers or employees affiliated with it, unless the Proposer has fully complied

with current Delaware State Statutes and Town Charter and Code relating to this

issue. Bidders must disclose any such affiliation. Failure to disclose any such

affiliation will result in disqualification of the bidder and may result in removal

from the vendor bid list(s).

**DELAWARE PUBLIC RECORDS ACT**

All material submitted regarding this RFP becomes the property of the Town.

Proposals may be reviewed by any person ten (10) days after the public opening.

Proposers should take special note of this as it relates to any proprietary

information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has

been executed by the Town. The Town has the right to use any or all

information/material submitted in response to this bid and/or any resulting

contract from same. Disqualification of a bidder does not eliminate this right.

 **Bid Bond**

Bidders should submit a check to the Town of Dewey Beach in the amount of $3,500 for a period of 90 days. Unsuccessful bidders will have their funds returned upon award of contract. The successful bidder’s check will be cashed and converted into a performance bond.

**PROPOSER’S CERTIFICATION**

**I have carefully examined the Request for Proposal, General Information,**

**Specifications, proposed agreement and any other documents**

**accompanying or made a part of this Request for Proposal.**

**I hereby propose to furnish the goods or services specified in the Request**

**for Proposal. I agree that my proposal will remain firm for a period of up to**

**90 days following the opening in order to allow the Town of Dewey Beach**

**adequate time to evaluate the proposals.**

**I certify that all information contained in this proposal is truthful to the best**

**of my knowledge and belief. I further certify that I am duly authorized to**

**submit this proposal on behalf of the firm as its act and deed and that the**

**firm is ready, willing and able to perform if awarded the contract.**

**I further certify, under oath, that this proposal is made without prior**

**understanding, agreement, connection, discussion, or collusion with any**

**other person, firm or corporation submitting a proposal for the same**

**product or service; no officer, employee or agent of the Town of Dewey Beach or**

**any other proposer interested in said proposal; and that the undersigned**

**executed this Proposer’s Certification with full knowledge and**

**understanding of the matters therein contained and was duly authorized to**

**do so.**

**I understand that a person or affiliate who has been placed on the**

**convicted vendor list following a conviction for public entity crimes may**

**not submit a bid on a contract to provide any goods or services to a public**

**entity, may not submit a bid on a contract with a public entity for the**

**construction or repair of a public building or public work, may not submit**

**bids on leases of real property to public entity, may not be awarded or**

**perform work as a contractor, supplier, sub-contractor or consultant under**

**a contract with a public entity.**

**I certify that I have reviewed the cover letter from the Town Manager and**

**fully understand that it is incorporated as a part of this RFP by reference. I**

**further agree that I have reviewed, am aware of and will otherwise comply**

**with all city ordinances, state and federal laws in the performance of the**

**services outlined in the Request for Proposal.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name of Business**

**BY: Sworn to and subscribed**

**before me**

**This\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_day of**

**\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2014**

**Signature**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Mailing Address**

**State of\_Delaware**

**Facsimile Number**

**Telephone Number**

**AFFIDAVIT FOR CORPORATION**

**State of Delaware \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**County of\_Sussex\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**

**is\_\_\_ President\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(title) of the**

**\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (corporation described**

**herein) being duly sworn, deposes and says that he/she is familiar with the**

**books or the said corporation showing its financial position; that the**

**foregoing statements are a true and accurate statement of the financial**

**position of said corporation as of the date hereof; and, that the statements**

**and answers to questions of the foregoing experience questionnaire are**

**correct and true as of the date of this affidavit and, that he/she understands**

**that intentional inclusion of false, deceptive or fraudulent statements on**

**this application constitutes fraud; and, that the Town of Dewey Beach considers**

**such action on the part of the applicant to constitute good cause for denial,**

**suspension or revocation of a existing work, future contracts or contracts**

**being performed by the Contractor for the Town of Dewey Beach.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Officer must also sign here)**

**Sworn to me before this \_\_ \_\_\_\_\_\_\_\_\_\_\_\_day of 2014**

**by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of affiant). He/she is personally known**

**to me or has produced\_\_\_Driver license\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (type of identification) as**

**identification.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Notary)**

**SEAL**

**AFFIDAVIT FOR INDIVIDUAL**

**State of\_Delaware\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**County of\_Sussex\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ being duly sworn, deposes and says that**

**the foregoing financial statements are a true and accurate statement of**

**his/her financial position as of the date thereof, and that the answers to the**

**questions contained therein are true; and, that the statements and answers**

**to the questions of the foregoing experience questionnaire are correct and**

**true as of the date of this affidavit; and, that he/she understands that**

**intentional inclusion of false, deceptive or fraudulent statements on this**

**application constitutes fraud; and, that the Town of Dewey Beach considers**

**such action on the part of the applicant to constitute good cause for denial**

**for bidding on Town projects or the suspension or revocation of existing**

**work or future contracts or contracts being performed by the Contractor for**

**the Town of Dewey Beach, Delaware.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Applicant)**

**Sworn to me before this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of 2012**

**by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of affiant). He/she is personally known**

**to me or has produced\_\_Driver License\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (type of identification) as**

**identification.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **(Notary)**

**SEAL**

**AFFIDAVIT FOR CO-PARTNERSHIP**

**State of**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**County of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is a member of the firm of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn deposes and says that**

**the foregoing financial statements are a true and accurate statement of the**

**financial position of said firm as of the date thereof, and that the answers**

**to the questions contained therein are true; and, that the statements and**

**answers to the questions of the foregoing experience questionnaire are**

**correct and true as of the date of this affidavit; and, that he/she**

**understands that intentional inclusion of false, deceptive or fraudulent**

**statements on this application constitutes fraud; and, that the Town of**

**Dewey Beach considers such action on the part of the applicant to constitute**

**good cause for denial for bidding on Town projects or the suspension or**

**revocation of existing work, future work or contracts being performed by**

**the Contractor for the Town of Dewey Beach, Delaware.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Member of Firm)**

**Sworn to me before this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of 2012,**

**by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of affiant). He/she is personally known**

**to me or has produced\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (type of identification) as**

**identification.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Notary)**

**SEAL**