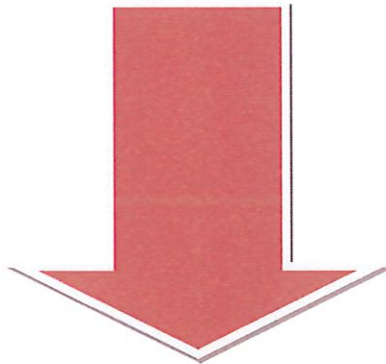


BOROUGH OF QUAKERTOWN

35 North Third Street Quakertown, PA 18951

215-536-5001 ext. 2119

TOWING SERVICES BID PACKET



All bids must be submitted on this form and delivered to the Borough Of Quakertown in a sealed envelope addressed to Scott C. McElree, Borough Manager 35 N. 3rd Street, Quakertown PA 18951 by no later than Monday, October 10, 2022 at 11:00 a.m.

**BOROUGH OF QUAKERTOWN
TOWING SERVICES
SPECIFICATIONS
2023-2024**

I. **GENERAL**

These specifications are for towing services for a two year period for the Borough of Quakertown ("**Borough**") for all vehicles, which the Borough needs to have towed, moved, or removed from any street and/or public or private property within the Borough of Quakertown, with a possible extension of the Contract for up to two (2) additional years. The Contract will commence on January 1, 2023. In these specifications, the term "Contractor" shall mean the company/person/firm awarded the bid by the Borough to provide the towing services listed in these specifications.

II. **INSURANCE**

Contractor, prior to commencing work, shall provide at its own expense, the following insurance coverages to the Borough of Quakertown which shall be written for not less than the limits specified below or required by law, whichever is greater, as evidenced by certificates of insurance:

A. Workers' Compensation including Occupational Disease and Employer's Liability Insurance.

1. Statutory-Amounts and coverage as required by Pennsylvania Workmen's Compensation and Occupational Disease Laws.
2. Employer's Liability - \$100,000 each accident, \$100,000 each occurrence.

B. Commercial Liability or its equivalent for bodily injury, personal injury, and property damage including loss of use, with minimum limits of:

- \$1,000,000 Each occurrence;
- \$1,000,000 Personal and advertising injury;
- \$2,000,000 General aggregate; and
- \$2,000,000 Products/completed operations aggregate.

This insurance shall include the following coverages:

- a. Comprehensive
- b. Premises - Operations

- c. Products/Completed Operations Hazard
 - d. Contractual Insurance
 - e. Independent Contractor and Subcontractor
 - f. Garage Liability
 - g. Garagekeepers Liability
- C. Automobile liability insurance or its equivalent with minimum combined single limits of \$1,000,000 per occurrence. This insurance shall include bodily injury, personal injury, and property damage for the following coverages:
- a. Owned
 - b. Non-owned
 - c. Hired vehicles
- D. Umbrella excess liability or excess liability insurance or its equivalent, with minimum limits of:
- \$2,000,000 Per occurrence;
 - \$2,000,000 Aggregate for other than products/completed operations and auto liability; and
 - \$2,000,000 Products/completed operations aggregate.
- and including all of the following coverages on the applicable schedule of underlying insurance:
- Commercial general liability; and
 - Automobile liability.
- E. All policies shall name the Borough of Quakertown, its officers, agents, and employees as additional insurers. This coverage shall be reflected on the Certificate of Insurance.
- F. When requested by the Borough, Contractor shall provide certified copies of the actual policies of insurance.
- G. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, nor material reduction in coverage until thirty (30) days prior written notice has been given to the

Borough. Therefore, the phrases "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" are to be eliminated from any cancellation provision of the provided insurance policies.

- H. Acceptance and/or approval of any insurance by the Borough shall not be construed as relieving or excusing Contractor or Contractor's Surety from any liability or obligation imposed upon either or both of them by the provisions of this Contract.
- I. All required insurance coverages must be underwritten by insurers allowed to do business in the State of Pennsylvania and acceptable to the Borough. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Borough grants specific approval for an exception. The Borough hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Pennsylvania.
- J. If the Borough is damaged by the failure or neglect of Contractor to purchase and maintain insurance as described and required herein, without so notifying the Borough, then Contractor shall bear all reasonable costs properly attributable such failure or neglect, along with the damage.
- K. The Borough and its elected and appointed officials, officers and employees shall be named as additional insureds on Contractor's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of Contractor's services provided under this Contract. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:
 - On-going operations; and
 - Products and completed operations.
- L. Any Contractor's liability insurance, self-insurance, coverage, or indemnity available to the Borough and its elected and appointed officials, officers and employees under this Contract shall be excess of and non-contributory with insurance or self-insurance provided by the Borough to itself and its elected and appointed officials, officers and employees.
- M. Contractor and its subcontractors shall, at their own expense, purchase and maintain property insurance coverage for their owned, leased or rented machinery, tools or equipment. Contractor and its subcontractors hereby waive all rights against Owner and its elected and appointed officials, officers, and employees for property damage to or loss of use of such machinery, tools or equipment to the extent that such property damage or

loss of use is covered by Contractor's or subcontractor's property or equipment floater insurance or other similar property insurance maintained by Contractor or its subcontractors. The policies shall provide such waivers of subrogation by endorsement or otherwise.

- N. Owner and Contractor intend that all policies purchased in accordance with this Section will protect Owner and Contractor (and their respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

III. PAYMENT TO BOROUGH FOR SERVICE

- A. Vehicles towed to Contractor's facilities.

All bidders are to indicate on the attached Bid Form the price per vehicle that they will pay to the Borough for each vehicle that they tow at the Borough's request/direction during the term of this Contract ("**Tow Charge**"). Each bidder agrees that it will be responsible to collect all fees for its services directly from the vehicle owner or operator when the vehicle is towed directly to their facility under this Contract. During the Contract, the Borough will track and record every vehicle towed by Contractor and provide Contractor an invoice each month for all the Tow Charges owed to the Borough. The aforementioned invoice will be paid by Contractor within thirty (30) days of issuance, and delinquent balances will be charged a penalty and late fee consistent with the Quakertown Borough Fee Schedule.

- B. Vehicles towed to the Borough's facilities.

All bidders are to indicate on the attached Bid Form the Tow Charge they will pay to the Borough for each vehicle that they tow at the Borough's request/direction during the term of this Contract. Each bidder agrees that it will be responsible to collect all fees for its services directly from the vehicle owner or operator when the vehicle is towed directly to the

Borough's facilities under this Contract, unless the Borough is responsible for the cost of the tow. If the Borough is responsible for the cost of the tow, Contractor shall provide the Borough with an invoice for its services immediately following the towing of the vehicle. The Borough will pay Contractor for the fees indicated on the invoice less the Tow Charge.

- C. All invoices issued by Contractor to the Borough or to a towed vehicle's owner/operator for services covered by this Contract must provide a date and time of the towing services provided or else the invoice is unenforceable and uncollectable.

IV. OBSERVANCE OF LAWS

At all times, Contractor shall observe and comply with all Federal, State, and Borough laws, statutes, ordinances, codes, rules, and regulations affecting the conduct of the work under this Contract or applying to employees, including, but not limited to, the Pennsylvania Towing and Towing Storage Facility Standards Act (73 P.S. §1971.1 *et seq.*)

V. INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall protect, hold free and harmless, defend, and indemnify ("**Protection**") the Borough, including its elected or appointed officials, officers, consultants, employees, and other agents and representatives ("**Protected Parties**") from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the Work under the Contract. This Protection shall apply to any acts or omissions, willful misconduct, or negligent conduct, whether active or passive, including acts or omissions of Contractor's agents or employees, except that this Protection shall not be applicable to injury, death, or damage arising from the sole negligence or willful misconduct of the Protected Parties. Accordingly, the Borough shall notify Contractor promptly, in writing, of any claim or action brought against the Borough or any Protected Party in connection with the Work under this Contract. Upon such notification, Contractor shall promptly take over and defend any such claim or action. The Protected Party shall have the right and option to be represented in any such claim or action at its own expense. Contractor's obligation to defend and indemnify the Protected Parties shall survive the termination of the Contract or completion of the Work under this Contract.
- B. To the fullest extent permitted by law, Contractor shall be solely responsible

for any loss or damage to property of Contractor or its invitees, employees, officials, volunteers, agents, and representatives.

- C. Contractor hereby acknowledges its status as an independent contractor while performing services on behalf of the Borough and that the Borough's workers compensation insurance is not intended to and will not respond to cover any medical or indemnity loss arising out of injury to Contractor or its employees during Contractor's performance of the Work for the Borough.

VI. **STORAGE OF VEHICLES**

All vehicles which are towed must be stored in lot(s) that are fenced in and secured. The lot(s) are to be located within 10.0 "road miles" of the Borough boundary line. A "road mile" is to be 5,280 feet as measured by traveling along a public right-of-way. The storage lot must conform to all local municipal zoning and building regulations, and the lot(s) must have a total vehicle storage capacity of at least twenty-five (25) vehicles.

VII. **RESPONSE TIME**

Contractor must be at the scene of the location for the needed service (as requested by the Borough or the Bucks County Radio Dispatch) within twenty (20) minutes of the receipt of the call Monday through Friday 8:00 a.m. to 5:00 p.m., and within thirty (30) minutes of the receipt of the call all other times of the day. Contractor must provide the Borough with a phone number where a living representative of the Contractor can be directly reached 24 hours a day, 365 days per year. Answering services and voice-mail boxes, along with other similar services, do not meet this requirement.

VIII. **DESIGNATION OF TEMPORARY AGENTS**

Contractor shall have the right to designate alternate and/or backup towers to act in it behalf to fulfill these requirements for situations where Contractor is previously occupied or unavailable, i.e. vacation, sickness, vehicle maintenance, or being actively engaged in towing at another location. If the Contractor chooses to do this, it must notify Borough of the name and (24 hour available) phone number of this agent. Furthermore, the names of any backup towers must be included with the bid and meet the necessary bid qualifications. All backup towers must comply with these specifications.

IX. **PERFORMANCE**

In case of default by Contractor of any condition in these specifications, the Borough may procure the commodity or services from other sources and hold Contractor responsible for any excess costs occasioned thereby.

X. **PERMITS, LICENSES, AND EXPERIENCE**

- A. Contractor shall be responsible for and shall obtain all licenses or permits that may be required in the prosecution of the work under this Contract unless otherwise specified, and no work under this Contract shall commence until such licenses and permits have been acquired by Contractor.
- B. Every bidder shall submit with its bid a photocopy of every employee's Operator License Number (OLN) and certificates designated to the operation of tow vehicles.
- C. All bidders must possess and provide proof of a current and valid salvor's license from the Commonwealth of Pennsylvania and have a minimum five (5) years' experience as a tower.

XI. **SAFETY**

All practices, materials, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State, and/or Local Safety or Environmental laws, statutes, ordinances, codes, rules, and regulations.

XII. **SUSPENSION/CANCELLATION OF WORK AND/OR THE CONTRACT**

The Borough reserves the right to immediately terminate the Contract for Contractor's noncompliance with any of the terms in the Contract Documents.

XIII. **TERMINATION**

If Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it persistently disregards laws, statutes, ordinances, codes, rules, regulations, or orders of any public entity or authority having jurisdiction, then the Borough may, without prejudice to any right or remedy and after giving Contractor seven (7) days'

written notice, terminate the Contract and take possession of any property (vehicles, etc.) in control of the Contractor by virtue of this Contract.

XV. **CONTRACTOR TREATMENT OF PUBLIC**

Contractor shall use its best efforts to ensure that its work force is courteous to members of the public encountered during work under this Contract. In the event of violation of this provision, the Borough shall, in its discretion, have the right to require Contractor to remedy the problem and prevent future violations by not charging/refunding all or part of the fee for the towing and storage services provided under this Contract and/or disciplining the offending employee or employees up to and including removing the employee from work under this Contract.

XVI. **CONDITIONS AND SPECIFICATIONS**

- A. Contractor will conform at all times to Pennsylvania Motor Vehicle Code, in particular 75 P.S. §3352.
- B. For all services provided by Contractor under this Contract, the cost of these services is to be in accordance with the schedule listed in the Contract Documents.
- C. Contractor agrees to provide twenty-four (24) hour -- three hundred sixty-five (365) days a year service for towing, storage, and impounding of vehicles in accordance with the Contract Documents. Release of vehicles shall be during normal business hours as defined in this Section below, except in case of an emergency as determined by the Borough Police Department.
- D. Contractor agrees to remove all vehicles and related debris and refuse at the scene of an accident resulting from said accident at the basic towing fees, except where extraordinary labor is required. Fees for services not specifically listed in this Section are to be at prevailing rates for the Upper Bucks County area.
- E. Contractor agrees to maintain sufficient and appropriate towing equipment to fulfill its obligations under the Contract. In no event shall such equipment be less than two (2) vehicles, one of which must be at least 2-ton capacity equipped with dolly wheels. One vehicle may be a flatbed truck. In addition, said equipment shall include flares and tools necessary to render temporary and emergency service to vehicles by trained personnel. Contractor shall exclusively own or lease these vehicles and shall have these vehicles immediately available and on call for service on a twenty-four-hour basis at

the request of the Borough or its Police Department. All of the aforesaid required vehicles shall bear a sign indicating the name and telephone number of Contractor's towing business and must be made available for inspection by the Borough.

- F. Contractor shall assume responsibility for any articles of personal property left in the vehicle and listed on the towing invoice as a bailee. The Contractor shall carry the proper bailment insurance and shall replace any such article upon verification of the loss. Contractor shall release such property to its rightful owner and shall provide a copy of Contractor's inventory of this property to said owner.
- G. Contractor shall not to release any vehicle impounded by the Borough without the proper written approval of the Borough and proof of ownership. Persons who make application for the release of towed and/or stored non-impounded vehicles shall be required to present proof of ownership. More specifically, all motor vehicles towed to Contractor's facility shall be surrendered to the owner or person entitled to custody of the vehicle in accordance with the following:
1. For towed vehicles other than impounded vehicles:
 - Proof of ownership of the vehicle by lawful title or other proof of lawful entitlement to the vehicle;
 - Proof of liability insurance on the vehicle as required by the laws of the Commonwealth of Pennsylvania; and
 - Proof of current registration of the vehicle as required by the laws of the Commonwealth of Pennsylvania;
 2. For impounded Vehicles (in addition to the above)
 - A document or form signed by a Borough Police Department official authorizing the release of the vehicle.
 3. Payment of all storage charges and towing fees incurred in the towing of the vehicle must be made prior to release of the vehicle.
 4. Contractor shall record and keep in writing the name, address, phone number, and driver's license or photo ID number of the claimant; the date and time of the release; and the identification of Contractor's employee performing the release.
 5. No owner or agent of the owner of the vehicle shall be denied entry to the vehicle to obtain records required herein to permit release of the vehicle.

6. Should a person seeking release of a towed vehicle not present proof of current registration or proof of insurance, the vehicle shall not be released to be driven from the storage lot. The vehicle may be released to be towed from the storage lot if proof of ownership is shown and all storage and towing charges are paid.
- H. Contractor agrees to reimburse the Borough within thirty (30) days for any fees or expenses incurred because of Contractor's failure to respond to a call as required in Section VII or because of Contractor's inability to respond with sufficient equipment or equipment of a sufficient capacity to complete the towing assignment.
- I. Contractor shall be required to present an itemized bill to a person whose vehicle has been towed, stored, or otherwise serviced in accordance with the Contract Documents. A duplicate of the bill shall be retained by Contractor for a period of sixty (60) days, and given to the Borough as required by Section XVIII.
- J. Nothing contained herein will prevent the owner or operator of a motor vehicle from calling a wrecker or tow truck of his or her own choice, or requesting that the vehicle be towed to a garage or compound other than that of Contractor or the Borough, providing the proper fees are paid as specified in this Section.
- K. If requested by the Borough, Contractor shall supply statistical data such as number of vehicles towed and/or stored, length of storage, repairs completed, and total fees generated from all vehicles towed, stored, and/or repaired under this Contract.
- L. Fees. Contractor will charge the following fees for services rendered under this Contract. For the purpose of calculating these fees, business hours are defined as being Monday through Friday from 8:00 a.m. to 5:00 p.m. (except holidays). Any service that starts during business hours shall be charged the business hours fee. The required fees are set forth in the following Pricing Chart 16.1.

PRICING CHART 16.1

SERVICE	NON-BUSINESS HOURS	BUSINESS HOURS
Towing	\$200.00	\$175.00
Road Service and Owner Show	\$150.00	\$125.00
Remove Linkage or Driveshaft	\$50.00	\$50.00
Replace Linkage or Driveshaft	\$50.00	\$50.00
Cover Windows	\$20.00/window	\$20.00/window
Release Car	\$100.00	\$0.00
All Borough Vehicles (towing)	\$85.00	\$75.00
All Vehicles (greater than 10,000 lbs.)	\$250.00 per hr.	\$200.00 per hr.
Storage (starting midnight of day towed)	\$50.00/day	
Towing vehicles more than 4 miles (other than to Contractor's garage)	\$10.00/mile after first 4 miles	
Winching	\$100.00	\$80.00
Gas/Oil/Anti-Freeze/Stay Dry	As Bid by Contractor	

1. Holidays are defined to be New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day.
 2. Additional charges, at prevailing rates, may be made for extra labor or other services necessary to effect the removal of a vehicle. Such labor includes, but is not limited to, shoveling of snow, long distance winching, etc. A gate and/or loading fee may be charged when necessary.
 3. There shall be no additional charge for towing a vehicle up to four (4) miles to a location other than Contractor's garage/lot when requested by the vehicle owner.
- M. It shall be the responsibility of the prospective bidder to contact the Quakertown Police Department to obtain any statistical information needed for the prospective bidder to submit a bid.
- N. The Borough reserves the right to operate an impound lot and have vehicles towed to the Borough's impound facility by Contractor under this Contract.

The Borough of Quakertown Impound Lot will be regulated by Borough policy and Contractor agrees to adhere to the current Borough Towing and Impound policy when applicable.

O. Contractor On-Scene Responsibilities.

1. Contractor shall at all times comply with Sections 3709 and 7310 of the Pennsylvania Motor Vehicle Code (75 Pa.C.S. §101, *et. seq.*). This requirement shall not absolve Contractor from compliance with all other provisions of federal, state, and local laws, statutes, ordinances, codes, rules, and regulations.
2. All debris shall be removed from the scene and deposited into a suitable waste container. Contractor shall make every reasonable effort to avoid placing debris in a vehicle that is not damaged beyond repair.
3. Contractor must provide to the owner/operator of the towed vehicle Contractor's business information including name, address, telephone number, and location of storage of the vehicle.
4. Prior to departing the scene, Contractor shall inspect its vehicle and the towed vehicle to ensure compliance with Sections 4903 and 4905 of the Pennsylvania Motor Vehicle Code.
5. Contractor will be required to initial and maintain an impound/tow slip provided by the police officer requesting the tow of the vehicle.

P. Contractor is responsible for the security of stored vehicles at its facility. Contractor shall immediately notify the Borough Police Department if a theft or other crime occurs to a stored vehicle.

Q. Contractor shall accept any of the following methods of payment:

- United States Currency
- Regularly recognized traveler's checks
- Money Order
- Cashier or Certified Checks

Contractor may accept any regularly recognized credit cards or personal check or similar means of payment for fees and charges.

R. Contractor shall maintain a ledger of all business performed on behalf of the Borough. The ledger will be provided to the Borough upon its request. Required information for vehicles towed on behalf of the Borough shall include:

- Date/time of call;
- Location of call;
- Description of vehicle, including license plate state and number;
- Location where vehicle was towed;
- Tow, storage, and related charges;
- Disposition of the vehicle (i.e. released, abandoned, etc.); and
- Any additional information deemed necessary by Contractor.

Contractor shall make all business records pertaining to business conducted at the request of the Borough, available to the Borough on demand, for any relevant purpose, including, but not limited to, audit review, criminal investigation, or investigation of a complaint.

XVII SPECIAL CONDITIONS

- A. It shall be specifically understood and agreed that the Contract shall in no way be construed as creating an employer-employee relationship between the Borough and Contractor or between the Borough and those hired by Contractor. Contractor, on behalf of itself and any of its employees, waives any claims that may arise because of any alleged employer-employee relationship, including but not limited to such matters as workers' compensation, pension rights, social security rights, insurance rights, etc. When operating under this Contact, Contractor is acting as an independent contractor.

- B. Contractor agrees and covenants to indemnify and hold harmless the Borough and its official, officers, consultants, employees, and other agents and representatives from any and all claims, suits, actions, damages and causes of actions which might arise during the term of the Contract, for any property damage, personal injury, loss of life, or other actions of Contractor, its officers, agents, representatives, servants, employees, or assigns sustained in the performance of any and all services under this Contract, including but not limited to the repair, towing, storage, impounding, or releasing of any vehicle. Moreover, the Contractor agrees to defend any action or proceeding brought concerning such claims, and from and against any order, judgments, executions, levies and decrees as may be entered regarding such claims.

- C. Contractor agrees to assume any and all liability for loss or damage to a vehicle from the time such vehicle comes into its control or possession or under its right to control until such time as said vehicle is properly released by Contractor.

D. Discrimination.

1. Pursuant to the provisions of the Commonwealth Procurement Code 62 Pa.C.S.A. Section 3701, Contractor shall comply with the following provisions prohibiting discrimination relative to performance of the work under the Contract.
 - a. In the hiring of employees for the performance of any work under the Contract, Contractor or any person acting on behalf of Contractor shall by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. Contractor or any person on its behalf shall not, in any manner, discriminate or intimidate any employee hired for the performance of any work under the Contract on account of gender, race, creed, or color.
 - c. The Contract may be canceled or terminated by the Borough and all money due or to become due under the Contract may be forfeited for a violation of the terms or conditions of the requirements set forth in this Section XI.
2. Contractor and any person acting on its behalf shall comply with the non-discrimination provisions of the Pennsylvania Human Relations Act (Act of 1955, P.L. 744, No. 222, as amended by Act 34 of 1997; 43 P.S. §§951-963).

XVIII. INSPECTION AND ACCEPTANCE

Contractor agrees to permit members of the Quakertown Police Department of other authorized Borough personnel to inspect its compounds, equipment, stored vehicles, personal property, and records, relative to the work and activities conducted under the Contract, whenever in the opinion of said representative of the Borough, such inspection is deemed reasonably necessary.

XIX. AWARD CRITERIA

When determining the responsibility of a bidder, the Borough will consider such factors, as demonstrated service capabilities, financial position, years of service, and completion of comparable contracts with other municipalities. Towing must be a substantial portion of Contractor's overall business to assure reliability and responsibility to complete the work required under this Contract. Contractor must be a licensed towing company.

XX. **OPTIONAL EXTENSION**

The Borough reserves the right to extend the Contract with Contractor by up to two (2) additional years (2025, 2026). Such an extension is entirely at the Borough's sole discretion, and the Borough may, but is not required to, increase the fees included in the Pricing Chart 16.1 by up to 10% for each additional year. The Borough shall inform Contractor of an extension for 2025 no later than October 1, 2024 and of an extension for 2026 no later than October 1, 2025.

XXI. **BID FORM**

All bids are to be provided on the attached Bid Form. Each bidder is to submit per vehicle bids for the years 2023 through 2024 and alternate bids for the years 2025 and 2026.

BIDDER QUALIFICATION STATEMENT

1. INTRODUCTION

1.1 This document must be included as part of the Bid submission. Failure to submit a fully completed and executed Bidder Qualification Statement may be considered justification for rejection of the bid.

1.2 This Bidder Qualification Statement is submitted with respect to the following project:

Borough Towing Services _____

2. GENERAL INFORMATION

2.1 Name of Bidder: _____

2.2 Address of Bidder: _____

2.3 Telephone No. of Bidder: _____

3. ORGANIZATIONAL BACKGROUND

3.1 Type of Organization of Bidder:

Corporation Individual Partnership Joint Venture

Other: _____

3.2 How long has Bidder been in business

a. As a towing Contractor? _____ years

b. Under your current business name? _____ years

3.3 If Bidder is a corporation, complete this Section:

a. Date & State of Incorporation: _____

b. Names & Titles of Officers:

_____, _____

_____, _____

_____, _____

3.4 If Bidder is not a corporation, describe the structure of your organization including date of initiation as a business and list the principals involved:

3.5 What portions of the Work included in the proposed Contract will be performed by subcontractors?

4. WORK HISTORY

4.1 Attach or list the following information on similar projects,/provision of services which Bidder has completed in the past five (5) years: name and type of project, owner (include name and telephone number of contact person), contract amount, and date of completion.

4.2 Attach or list the following information on similar projects/provision of services which Bidder is currently working on: name and type of project, owner (include name and telephone number of contact person), contract amount, and scheduled date of completion.

4.3 Has Bidder ever defaulted on or otherwise failed to complete any work under contract? If so, note the circumstances:

4.4 Has any officer, partner, or principal of Bidder ever been an officer, partner, or principal of another organization which defaulted on or otherwise failed to complete any work under contract? If so, note the circumstances:

4.5 Provide the towing experience (length, type) of the principal individuals of Bidder which would be assigned to perform the proposed Work under this Contract:

5. REFERENCES

5.1 Bonding Company _____
and Agent _____

5.2 Bank _____

5.3 Trades _____

6. FINANCIAL STATEMENT

6.1 Attach a copy of a recent financial statement of Bidder as prepared by your auditor.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7. CERTIFICATION

7.1 This Bidder Qualification Statement has been prepared on behalf of the following organization:

Name of Bidder: _____

Name of Preparer: _____

Title of Preparer: _____

Date: _____

7.2 AFFIDAVIT

State of _____, County of _____

I, _____ (name), being duly sworn, according to law, depose and say that I am the _____ (position) of the above organization, and that the responses provided in the Bidder Qualification Statement, including any attachments thereto are true and correct to the best of my knowledge and belief.

(Signature of Official)

Sworn and Subscribed to before me
this _____ day of _____, 20____.

Notary Public

INSTRUCTIONS TO BIDDERS
Borough Towing Services Contract

ARTICLE 1 - DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in other documents that make up the Bid Packet. Additional terms used in these Instructions to Bidders have the meanings below:
- A. *Bidder*. The individual or entity who submits a Bid directly to the Borough.
 - B. *Laws and Regulations; Laws or Regulations*: Any and all applicable laws, statutes, ordinances, codes, rules, regulations, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over the Site and the Project.
 - C. *Owner or Borough*: Quakertown Borough, Bucks County, PA.
 - D. *Successful Bidder or Contractor*: The best responsible Bidder submitting a responsive Bid to whom the Borough (on the basis of the Borough's evaluation as hereinafter provided) makes an award.
 - E. *Work*. The provision of towing services being bid out as described in the Bid Specifications.

ARTICLE 2 - COPIES OF BID PACKET

- 2.01 Complete sets of the Bid Packet are available from Quakertown Borough at a cost of \$.00.
- 2.02 A complete set of the Bid Packet must be used in preparing Bids. The Borough does not assume any responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Bid Packet.
- 2.03 In making copies of Bid Packet available on the above terms, the Borough does so only for the purpose of obtaining Bids for the Work and does not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder must submit with its Bid, a completed Bidder Qualification Statement.
- 3.02 If additional information is necessary to demonstrate qualifications to perform the Work, within five (5) days of the Borough's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments and such other data as may be reasonably requested.
- 3.03 Bidder is advised to carefully review those portions of the Bid Packet requiring Bidder's representations and certifications.

ARTICLE 4 - EXAMINATION OF BID PACKET, OTHER RELATED DATA, AND SITE

- 4.01 On request, the Borough will provide Bidder access to all parts of the areas where the Work is to be conducted to undertake such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.
- 4.02 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bid Packet and the data and information contained therein;
 - B. visit the areas and become familiar with and satisfy itself as to the general, local, and area conditions that may affect cost, progress, and performance of the work;
 - C. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the work;

- D. consider the information known to itself; information commonly known to contractors doing business in the Borough; information and observations obtained from visits to the areas; and the Bid Packet, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by itself, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) its safety precautions and programs;
 - E. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bid Packet;
 - F. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder; and
 - G. determine that the Bid Packet are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.03 The submission of a Bid will constitute an incontrovertible representation by Bidder, that Bidder has complied with every requirement of this Article 4; that without exception, the Bid is premised upon performing and furnishing the Work required by the Bid Packet and applying any specific means, methods, techniques, sequences, and procedures that may be shown, indicated, or expressly required by the Bid Packet; that Bidder has given Owner written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Owner are acceptable to Bidder; and that the Bid Packet documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - RESERVED

ARTICLE 6 - SITE

- 6.01 The entire geographical area that makes up the Borough of Quakertown, Bucks County, Pennsylvania.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bid Packet are to be directed to the Borough. Interpretations or clarifications considered necessary by the Borough in response to such questions will be by Addenda. Notifications of Addenda will be mailed and/or emailed to all parties recorded by the Borough as having acquired the Bid Packet. Questions received after the posted cut-off date may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bid Packet, as deemed advisable by the Borough.

ARTICLE 8 - RESERVED

ARTICLE 9 - RESERVED

ARTICLE 10 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 10.01 If the Bid Packet requires the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Contract, the apparent Successful Bidder, and any other Bidder so requested, shall within five (5) days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier,

individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute. Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 10.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next best Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner, subject to revocation of such acceptance after the Effective Date of the Contract as provided elsewhere in the Bid Packet.
- 10.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 11 - BASIS OF BID; EVALUATION OF BIDS

- 11.01 Unit Price
- A. Bidders shall submit a Bid on a unit price basis on in the Bid Form attached to the Bid Specifications.
- 11.02 Bid prices shall include all taxes of whatever nature applicable to the Work or Bidder's performance thereof.

ARTICLE 12 - SUBMITTAL OF BID

- 12.01 Bids are to be submitted in accordance with the instructions set forth in the advertisement or invitation to bid.
- 12.02 A Bid shall be submitted no later than the date and time prescribed in the advertisement or invitation to bid.
- 12.03 The Bidder is solely responsible for submitting its Bid by the time indicated in the advertisement or invitation to bid.

ARTICLE 13 - MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn any time prior to the bid closing date and time by submitting such a request in writing to the Borough.
- 13.02 Bids may be withdrawn within two (2) business days after the opening of Bids only by the withdrawing Bidder's strict compliance with 73 P.S. §1602 and any subsequent amendments.

ARTICLE 14 - OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly **to coincide with the bid opening**. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 15 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 15.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but the Borough may, in its sole discretion, release any Bid prior to the end of this period. Thirty (30) day extensions of the date for the award of the Bid may be made by the mutual consent of the Borough and the Successful Bidder.

ARTICLE 16 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 16.01 The Borough reserves the right to reject any or all Bids, including, without limitation, nonconforming, non-responsive, unbalanced, or conditional Bids. The Borough further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. The Borough may also reject the Bid of any Bidder if the Borough believes that it would not be in

the best interest of the Project to make an award to that Bidder due to noncompliance with Bid Specifications and/or prior work history of the Bidder. The Successful Bidder shall be required to enter into a written Contract in a form to be approved by the Borough.

- 16.02 More than one Bid for the same work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 16.03 In evaluating Bids, the Borough will consider whether or not the Bids comply with the prescribed requirements, and such alternates; unit prices; and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.04 In evaluating Bidders, the Borough will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 16.05 The Borough may conduct such investigations as the Borough deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents. Any Bidders who have defaulted on a public contract with five (5) years of the date of the issuance of this Bid document may be eliminated from consideration within the sole discretion of the Borough.

ARTICLE 17 - SIGNING OF CONTRACT

- 17.01 When the Borough gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract. Within fifteen (15) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract to the Borough with the required permits, licenses, insurance certificate(s), and other documents. The Borough shall deliver one fully signed counterpart of the Contract to the Successful Bidder within sixty (60) days of the date of the Notice of Award.

ARTICLE 18 - GOVERNMENT REQUIREMENTS

- 18.01 Bids shall be submitted on the basis of full and total compliance with all Laws and Regulations and other requirements pertaining to the Work.

ARTICLE 19 - INFORMATION CONCERNING OWNER

- 19.01 Quakertown Borough
35 North Third Street
Quakertown, PA 18951
Telephone: (215) 536-5001
Fax: (215) 536-8830