



City of Barre, Vermont

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Barre City Police Department Towing Contract

June 6, 2024

Bids Due Date	June 26, 2024
Site Visit	N/A
Work Completion Deadline	Contract period July 1, 2024 – June 30, 2025
Contact Person	Chief Braedon Vail, 802-476-661, braedon.vail@vermont.gov

Project Purpose and Description

The City of Barre, Vermont is soliciting proposals for an annual towing contract. Qualified wrecker/towing establishments are invited to submit proposals for the towing of vehicles that are: 1) in violation of the winter parking ban; 2) vehicles seized by the police department; and/or 3) any police department vehicle that may need towing due to breakdown, collision, etc.

Bid materials and forms may be accessed on the City's website under this project in the Bids & Proposals section (www.barrecity.org/rfp).

All questions are to be submitted via email to braedon.vail@vermont.gov on or before June 21, 2024. All questions will be answered by June 24, 2024. Any questions received and answers provided will be posted on the City's website under this project in the Bids & Proposals section.

Contract period is **July 1, 2024** through **June 30, 2025**.

Scope of Work

Provide towing services for the Barre City Police Department upon notification for vehicles that are in violation of the winter parking ban and/or are hindering the removal of snow, upon notification for vehicles that are being seized by the police department and requiring towing to the police department or other location, and upon notification for police department vehicles that may need towing due to mechanical issues, etc.

General Conditions

Under this contract all vehicles being towed for winter parking ban violations will be towed to the towing service's impound lot or place of business where the vehicle owner will be responsible to the towing service for any towing and/or storage fees. All other vehicles towed for the Barre City Police Department that are being seized will be towed to the police department or other secure location as directed and billed to the Department. Department-owned vehicles being towed due to mechanical breakdown or collision will be towed to a City facility or otherwise as directed.

Site Visit

N/A

Bid Submission

Bids will be received by the City of Barre until June 26, 2024, 1700 hours (5pm). Bids shall be plainly marked as **Barre City Police Department Towing Contract** and must be delivered in a sealed envelope and/or via email to:

Barre City Police Department
15 Fourth Street
Barre, Vermont 05641
ATTN: Chief Vail

or

braedon.vail@vermont.gov

Bids shall be in the form of a written bid that includes the cost for towing for the service rendered. In addition, the bid shall include a list of any subcontractors that will be utilized and verification of insurance with specific coverages described earlier.

Bids shall be signed by an authorized agent of the contractor.

By submitting a bid, the bidder acknowledges the following:

1. The conditions affecting the work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electrical service or other utilities, or which may otherwise affect performance of required activities;
2. The character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner or Owner's Representative;
3. The commencement of work under this contract on the date of issuance of the notice to proceed and to fully complete the project within the time specified in the contract documents. The contractor agrees to pay as liquidated damages the sum of \$500 for each day thereafter.

Bids shall be effective and open for acceptance for 60 days after date and time set for receipt of bids. The City of Barre may waive any informalities or minor defects and/or reject any and all proposals. Any proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any proposals received after the time and date specified shall not be considered. **The City reserves the right to reject any/all bids at its discretion if such action is deemed in the best interests of the municipality.**

Award of Bid

Bids will be evaluated and should address the following factors:

1. Ability to provide services listed;
2. Experience with similar projects;
3. Qualifications of staff; and
4. Towing charge fee

In determining the "least costly, best qualified, and most responsible vendor," in addition to price, the following may be considered:

- The substantial performance of the bidder in meeting the specifications and other terms and conditions of the Solicitation;
- The ability, capacity, and skill of the vendor to perform the contract or provide the goods or services required, and to do so promptly or within the time specified;

- The character, integrity, reputation, experience, financial resources, and performance of the vendor under previous contracts with the municipality and elsewhere;
- The quality, availability, and adaptability of the service or goods being purchased, and the ability of the vendor to provide future maintenance if necessary.
- A Local Vendor Allowance of up to five percent (5) may be factored into any non-federally subsidized (grant funded) purchases. This decision will be made during the bid selection process. It may be used in conjunction with other criteria specified in this section in order to choose the most qualified vendor.

It is anticipated that the contract will award on or after **June 27, 2024** Contracts over \$25,000 require prior approval by the City Council in accordance with the [City of Barre Procurement Policy](#).

The City reserves the right to accept the bid deemed to be in the best interest of the City of Barre, even if it is not the lowest bid. The City of Barre also reserves the right not to award the contract to any bidder, if not making an award is deemed to be in the best interest of the City. All bidders, successful or unsuccessful, will receive notice of the City's decision to either accept or not accept their bid within five working days after a bid has been accepted.

The selected Contractor and the City of Barre agree that the provisions of this Request for Proposals are incorporated by this reference into any executed contract.

The City of Barre may at its sole discretion request at least three (3) qualified references for (i) new bidders and (ii) any projects that would trigger the threshold of Chapter 24 of Barre City Ordinances (over \$200,000), provided such references may be requested after selection and before award of the contract.

Payment

Vehicles towed for which the Barre City Police Department is responsible for payment (seized vehicles/departments-owned vehicles) will be paid in the accounts payable (AP) cycle following invoice. Payment for vehicles towed in violation of the City's Winter Parking Ban will be the responsibility of the vehicle owner.

Insurance

The contractor shall purchase insurance from and maintain (in a company or companies lawfully authorized to do business in Barre City) such insurance as will protect the contractor from claims which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by a subcontractor or by anyone for whose acts any of them may be liable. The requirements for insurance shall be consistent with the requirements in Attachment I.

Coverage shall be maintained without interruption from date of commencement of the work until the date of final payment. Certificates of Insurance acceptable to the City of Barre shall be filed with the City of Barre prior to commencement of work.

Termination for cause

The City of Barre may terminate the contract if the contractor:

1. Does not proceed in an expeditious manner with adequate forces to accomplish the work within the contracted time;
2. Pursues the work in a manner unsuitable to the City;
3. Persistently disregards directive of the City of Barre or laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of substantial breach of a provision of the contract documents.

When any of the above reasons exist, the City of Barre may without prejudice to any other rights or remedies of the City of Barre and after giving the contractor and contractors surety, seven days written notice, terminate employment of the contractor and may, subject to any prior rights of surety:

Suspension for convenience

The City may, without cause, order the contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. Only adjustments for lost days shall be made.

Indemnification

The contractor will indemnify and hold harmless the City of Barre, their agents and employees from and against all claims, damages, losses and expenses. This indemnification shall include attorney's fees arising out of, or resulting from the performance of the work, and is caused to whole, or in part, by any negligent or willful act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The indemnification obligation shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under worker's compensation acts, disability benefit act or other employee benefit acts in any and all claims against the City of Barre or any of their agents or employees by:

- any employee of the contractor;
- any subcontractor;
- anyone directly or indirectly employed by any of them; or
- anyone for whose acts any of them may be liable.

The obligation of the contractor under this paragraph shall not extend to the liability of the City of Barre, its agents or employees arising out of preparation or approval of drawings, opinions, reports, surveys, change orders, designs, or specifications.

Appendix I

Before commencing work on this Contract, the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. Contractor agrees that it will provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and that it will otherwise comply with the provisions that follow. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the Municipality. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Contract. The provisions of this section shall also apply to all subcontractors, other lower tier contractors, independent contractors, and sole proprietors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions. All policies required by this Contract shall be issued by an insurer licensed to do business in the State of Vermont with a rating of A or better from a financial rating organization such as S&P or AM Best. Contractor shall not commence or perform any work under this Contract until certificates of insurance are presented to the Municipality showing the required coverages are in full force and effect with at least the required coverage limit amounts and naming the Municipality as an additional insured.

Contractor agrees to maintain at all times during the period of this Contract all of the following:

General Liability. Commercial General Liability insurance coverage providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this Contract), independent contractors, and products-completed operations liability (if applicable). Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$2,000,000 per occurrence and \$4,000,000 aggregate, applying to liability for bodily injury, personal injury, and property damage, which total limit may be satisfied by the limit afforded under its commercial general liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such policy in combination with the limits afforded by an umbrella or excess liability policy is at least as broad as that afforded by the underlying commercial general liability policy. The policies shall name the Municipality as an additional insured.

Automobile Liability. Business automobile liability insurance covering liability for bodily injury and property damage arising out of the Municipality's ownership, use, maintenance, or operation of all owned, non-owned, and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined bodily injury and/or property damage in the amount of at least \$2,000,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an umbrella or excess liability policy(ies); provided that the coverage afforded under any such umbrella or excess liability policy(ies) shall be at least as broad with respect to such business automobile liability insurance as that afforded by the underlying policy. Unless included within the scope of Contractor's commercial general liability policy, such business automobile liability policy shall also include coverage for motor vehicle liability assumed under contract. The policies shall name the Municipality as an additional insured.

Workers' Compensation. Workers' compensation insurance in compliance with all applicable statutes including an all states or universal endorsement where applicable. Such policy shall include employer's liability coverage in an amount of no less than \$500,000. If Contractor is not required by statute to carry workers' compensation insurance, Contractor agrees: (1) to provide Municipality with evidence documenting Form 29 has been filed with the Vermont Department of Labor, which excludes Corporate officers or LLC members from the requirement of obtaining workers' compensation insurance; (2) to provide prior notice to the Municipality of any change in exemption status; and (3) to defend, hold harmless, and indemnify Municipality from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for workers' compensation or employers' liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain workers' compensation insurance, Contractor agrees to promptly provide Municipality with evidence of such insurance coverage.