



REQUEST FOR RESPONSES
Towing Services
RESPONSES DUE: May 31, 2024

1. Instruction to Submitters

The Town of Stow is issuing a Request for Responses (RFR) from experienced towing companies to provide towing services to the Town of Stow until **4:00 pm on Friday May 31st, 2024.**

Responses should be labeled **RFR 5-31-24 Towing Services** and can be emailed to procurement@stow-ma.gov

The Town notes that this contract is exempt from the bidding requirements of G.L. c.30B, and as such, the provisions of G.L. c.30B shall not apply to this procurement. The Town of Stow reserves the right to reject any and all responses, to waive any informality in the process, and to make the award in the best interest of the Town.

2. General Information and Response Submission Requirements

2.1. Response deadline

No response received after the time established will be considered, regardless of the cause for the delay in the receipt of any such response.

2.2. Questions

No oral interpretations will be made to any respondents as to the meaning of the specifications. Questions must be submitted by 10:00 am on Wednesday May 29th, 2024. Questions should be directed to Ashley Pinard, procurement@stow-ma.gov.

2.3. Modifying or Withdrawing A Response

A respondent may correct, modify, or withdraw a response by written notice received by the Town prior to the time and date set for the opening. Response modification must be submitted in a sealed envelope clearly labeled "Modification to Towing Services RFR." Each modification must be numbered in sequence and must reference the original Response number.

2.4. Documents Required for Submittal

All responses shall be submitted on the prescribed form and shall be subject to all requirements stipulated in the specifications.

The response must include a Certificate of Non-Collusion, a Statement of Tax Compliance, and all additional forms be signed as follows: (1) if the Respondent is an individual, by him/her personally; (2) if the Respondent is a partnership, by the name of the partnership, followed by the signature of each general partner; and (3) if the Respondent is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

2.5. Comprehensive General Liability Insurance

The contractor shall obtain and maintain Public Liability Insurance with an insurance company licensed to do business in Massachusetts and satisfactory to the Town of Stow so as to save the Town harmless from any and all claims for damages arising out of bodily injury or destruction of property caused by accident resulting from the use of implements, equipment, or labor used in the performance of the contract or from any neglect, default, or omission or want of proper care, or misconduct on the part of the contractor or for anyone in his employ during the execution of the work. The contractor shall file Certificates of Insurance acceptable to the Town prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. The contractor shall cause the liability coverage required by the Contract to include: (1) the Town as additional insureds for claims caused in whole or in part by the contractor's negligent acts or omissions during the contractor's operations; and (2) the Town as an additional insured for claims caused in whole or in part by the contractor's negligent acts or omissions during the contractor's completed operations.

The Town will require the Contractor to provide a Certificate of Insurance (Acord Form 25) written to include the following limits:

- 1) General Liability of at least \$1,000,000 Occurrence and \$2,000,000 General Aggregate. The Municipality should be named as an "Additional Insured".
- 2) Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident. The Municipality should be named as an "Additional Insured".
- 3) Workers' Compensation Insurance as required by law. Include Employers Liability Part B

Prior to the effective date of any cancellation of the required policies, the contractor shall obtain new insurance to cover the policies so canceled and shall provide certificates stating that such insurance is in effect.

The Contractor agrees to save, defend, indemnify and hold harmless the Town of Stow against any and all suits, claims or liabilities of any name, nature or description arising out of or in consequence of the acts or omissions of its agents, servants or employees in the performance of the obligations under this contract or by reason of its failure to fully comply with the terms of this contract, such indemnity to run to the Town officers, agents and employees of the Town of Stow.

In claims against any person or entity indemnified under this Section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

2.6. Breach of Contract

In the case of failure on the part of the contractor to execute the work as per agreement, the Town reserves the right to terminate the contract, satisfying its wants through another contractor, and the Town may collect from the original contractor any difference in price because of such failure on the part of the original contractor. “Failure” shall be interpreted as meaning willful non-compliance of any item included in the specifications.

This contract may not be terminated for any other reason than that set forth in the above paragraph, unless by mutual consent of both parties to the contract, and then only if a minimum of thirty (30) days’ notice of intent to seek to terminate the contract is given in writing to all parties to the contract.

Exercise of the rights herein specified shall not impair or affect the Town’s right to recover the damages for breach of contract.

2.7. Contractual Liability

Failure to perform when such failure is due to an act of God, public enemy, fire, strikes, labor difficulties, transportation embargoes, or other similar causes beyond the control of the contractor, shall be good and sufficient reason for excuse from contractual liability.

2.8. Good Faith, Fraud, and Collusion

The respondent hereby certifies that no officer, agent or employee of the Town of Stow has a special interest in the RFR; that the proposer is competing solely on their own behalf without connection with, or obligation to, any undisclosed person or firm; that this response is made in good faith without fraud, collusion or connection of any kind with any other respondent for the same work (See Non-Collusion Form). The Form must be executed and returned with the proposal.

2.9. Acknowledgment of ADA and Section 504

The Town acknowledges the existence of the Americans with Disabilities Act (ADA) of 1990, & Section 504 of the Rehabilitation Act of 1973. The rights guaranteed within these Acts shall apply to this contract.

2.10. Liability

Town's Liability: The Town's liability under this Contract shall be limited to the payments due thereunder. In no event shall the Town be liable for any additional amounts, including without limitation, any indirect, special or consequential damages.

Protection Against Liability: The Contractor acknowledges and agrees that he is responsible as an independent Contractor for all operations under this Contract and for all acts of employees and agents thereunder, and agrees that he will indemnify, exonerate and hold harmless the Town and its officers, boards, employees, agents and officials, from and against any and all loss, damage, cost, charge, expense and claim, which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the Contractor or any of their agents or employees and will pay promptly on demand all costs and expenses of the investigation and defense thereof, including attorneys' fees and expenses. If any

such claim is made, the Town may retain out of any payments, then thereafter due to the Contractor, a sufficient amount to protect it completely against such claim, costs and expenses.

2.11. Licensing

The contractor shall possess and comply with all required and necessary licenses as may be specified by Federal, State and/or Local authorities, related to the delivery of services referred to in this RFR.

2.12. Insurance Coverage

Within (5) days after award of this contract, and prior to the commencement of any work activity, the contractor shall deposit certificates from insurers clearly stating that the insurance policies required in the following paragraphs have been issued to the contractor. The certificate must be in a form satisfactory to the Town. Liability policies shall name the Town of Stow as an additional insured.

2.13. Worker's Compensation

The contractor shall, before commencing the contract, provide by insurance for the payment of compensation, professional liability, and the furnishing of other benefits under Chapter 152 of the General Laws to all persons employed under the contract, and shall continue such insurance in force and effect during the term thereof. Statutory limits shall apply.

3. Scope of Work

3.1 Respondent must have the following equipment available for use;

- 4 Ramp truck
- 50-ton rotator crane
- 40-ton rotator crane
- 30-ton integrated wrecker
- 55-ton Lowbed trailer
- Rescue/ recovery clean up truck
- 2 duty twin line wrecker
- Tri axle heavy duty flatbed ramp truck
- Skid steer with forks, bucket, and sweeper
- Loader with forks, bucket, and sweeper
- Tri axle roll off dumpster truck for recovery clean ups

3.2 Respondents must be able to arrive on the scene of a requested tow within 20 minutes or less and be available 24-7, including holidays, weekends, and during weather emergencies.

3.3 Tow and Storage Fees & Payments: The contractor's charge per tow will be in accordance with the regulations of the Commonwealth of Massachusetts Department of Public Utilities 220 CMR 272.00.

Storage charges for towed vehicles will be in accordance with M.G.L. c. 159B s. 6B.

The Stow Police Department may require, from time to time, certain vehicles be towed to the Stow Police Department for investigative purposes. All vehicles towed to the Stow Police Department for investigative purposes and determined to be of evidentiary value shall incur no towing or storage fees.

The Contractor shall tow Town of Stow vehicles at no charge.

TOWING AND/OR STORAGE CHARGES SHALL NOT EXCEED THE AMOUNT SET FORTH HEREIN. IN THE EVENT THAT THE RATES SET BY TRANSPORTATION DIVISION OF THE DEPARTMENT OF PUBLIC UTILITIES (DPU) AND OR M.G.L C. 159B S 6B ARE LOWER THAN THE RATE SET FORTH HEREIN, THE DPU RATES SHALL APPLY.

The owner of towed vehicles shall make payments for towing and storage directly to the Contractor. A conspicuous and legible sign must be posted near the Contractor's payment center indicating the fees that are authorized under the Contractor's contract with the Town. Contractor must accept all forms of payment including cash, check and credit cards. Tow company and storage yard operators and employees shall always deal with owners and operators of towed vehicles in a polite and courteous manner.

4. Minimum Criteria

- 4.1. Respondent must have been in the business of this type of work for a minimum of five years.
- 4.2. Respondent must complete, sign, and include the Response Pricing Form, the Certificate of Non-Collusion, and the Statement of Tax Compliance.

5. Rule for Award

- 5.1. The contract will be awarded to the responsible and eligible respondent able to provide all required services.
- 5.2. No award will be made to any respondent who cannot satisfy the Town that they have sufficient ability and experience in this work and sufficient resources to enable the respondent to complete the work successfully within the time allowed. The Town's decision or judgment on these matters will be final, conclusive, and binding.
- 5.3. The Town may make such investigations as the Town deems necessary and the respondent shall furnish to the Town all such information and data for this purpose as the Town may request.
- 5.4. The contract will be awarded within sixty days of the deadline unless the time for the award is extended by mutual consent of the parties. Contractors' responses shall be valid for sixty days.

6. Town's Right To Reject Bids

- 6.1. The Awarding Authority reserves the right to reject any or all responses if it is in the public interest to do so.
- 6.2. The Town may consider informal any responses not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any and all responses, should the Town deem it to be in the public interest.
- 6.3. The Town may also reject responses which in its sole judgment are incomplete, conditional, obscure, or not responsive or which contain additional not called for erasures not properly

initialed, alterations or similar irregularities, or the Town may waive such omissions, conditions, or irregularities, if considered minor.

7. Term of Contract

The term of this contract will be a period of three (3) years beginning on July 1, 2024, when the vendor is awarded a contract and ending on June 30, 2027.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this response or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Signature of person signing response)

(Typed name of person signing response)

(Name of business)

STATEMENT OF STATE TAX COMPLIANCE

Pursuant to MGL Chapter 62C, S. 49A, as amended, I

NAME & TITLE

authorized signatory for _____

CONTRACTING PARTY

whose principal place of business is at _____

ADDRESS

do hereby certify under the pains and penalties of perjury that _____

_____ has complied with all laws of
CONTRACTING PARTY

the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

CONTRACTING PARTY'S SOCIAL
SECURITY OR FEDERAL I.D. NUMBER:

AUTHORIZED SIGNATURE

DATE

GENERAL RESPONSE FORM

Vendor Name:

Vendor Address:

Telephone Number:

Email:

By signing this form respondent declares that they have the abilities, equipment, and staff listed under the scope of work to perform to the full extent of this contract:

(Print name)

(Signature)

(Date)