



City of North Tonawanda
New York

216 Payne Avenue
North Tonawanda, NY 14120

REQUEST FOR PROPOSALS FOR
TOWING OF VEHICLES FOR THE CITY OF NORTH TONAWANDA
AND THE NORTH TONAWANDA POLICE DEPARTMENT

SECTION 1 – INTRODUCTION

The City of North Tonawanda is requesting proposals from towing companies. The City will select multiple vendors to provide towing services for the City and the City’s police department.

SECTION 2 – INSTRUCTIONS TO APPLICANTS

2.1 General Invitation

The City of North Tonawanda invites all interested parties to submit proposals for the services described herein. For purposes of this RFP, the City’s designee shall be Chief Keith Glass, North Tonawanda Police Department.

The City of North Tonawanda will receive all proposals in person or via mail by no later than June 13, 2024, at 9:00am EST. All proposals shall be sealed, clearly labeled on the front of the package, and delivered to:

North Tonawanda Police Department
c/o Chief Keith Glass
216 Payne Avenue
North Tonawanda, NY 14120

Applicants assume all risks for the timely and proper delivery of submitted proposals. No consideration will be given to proposals received after the stated date and time. Questions can be submitted to Chief Glass at kglass@ntpolice.com no later than June 6, 2024. Following an award of contract, tow services will begin on July 1, 2024.

An application attached to this request for proposal must also be completed and submitted with the proposal.

2.2 Pre-Decision Conference

After reviewing the proposals received, the City reserves the right to schedule a follow-up interview with any or all vendors to clarify any outstanding questions or issues.

SECTION 3 – FEE SCHEDULE

Below is a list of all services required, with the rate of compensation that the City is proposing. Applicants may submit pricing that is different than that listed, but not higher than the proposed pricing. Please note any services that you are unable to accommodate (i.e. heavy towing, aquatic recovery, etc.) This will not necessarily exclude your company from being awarded this contract.

- Standard tow \$150.00
 - Most calls for tows will be considered standard tows. A standard tow is any vehicle that weighs less than 6,500 pounds. Any accident vehicle is considered a standard tow unless the accident vehicle weighs more than 6,500 pounds. This price includes any winching or clean up required.
- Medium tow \$175.00
 - If possible, more than two axles. This rate of pay will require a vehicle weight of more than 6,500 pounds. Any winching and/or clean up required is included in this price.
- Small bikes, motorized scooters, dirt bikes \$75.00
- City-owned vehicles no cost
 - The towing agency will tow city-owned vehicles at no cost to the City of North Tonawanda.
- Winching only for light or medium duty vehicle \$60/hour
- Storage (light duty vehicles) \$35.00 per day
- Storage (medium duty vehicles) \$55.00 per day

- Aquatic towing
 - Up to 25-foot \$215 / hour
 - Up to 35-foot - \$280 / hour

- Salvage
 - 14-foot minimum up to 25-foot \$315 / foot
 - Up to 35-foot \$362 / foot
 - Up to 40-foot \$410 / foot
 - Divers \$150 per diver / hour
 - Underwater airbags \$585 / hour
- Soft un-grounding
 - 14-foot minimum up to 25 foot \$135 / foot
 - Up to 35-foot \$175 / foot
 - Up to 40-foot \$210 / foot
- Heavy duty towing \$210 / hour
- Coach towing (bus, large RV) \$385 / hour (2 hour minimum)
- Super heavy towing (dumps, etc.) \$385 / hour (2 hour minimum)
- Winching – heavy duty \$325 / hour
- Storage (heavy duty vehicles and coach) \$100 per day

Please list any additional services or costs that your company provides that are not covered in this contract.

Under special circumstances, the Chief of Police or designee may request that fees be waived in the event of a mistaken tow or other exigent circumstances.

SECTION 4 – REQUIRED STANDARDS FOR EQUIPMENT AND TRUCK

All tow trucks used for City ordered tows must contain the following:

- Trucks must be marked with the name, address, and telephone number of the towing company.
- Towing equipment must be available at all times in good working order.
- Towing agency must be available at all times and agree to respond to the scene of the tow within 30 minutes after receiving the request for service. (This response time can be modified at the local level based on travel distance and the availability of towing agencies in the area and local traffic safety requirements.)
- Each tow truck operator shall maintain a valid operator’s license for the class of vehicle being operated to and from the tow scene.
- All towing companies must maintain valid inspection and registration for each of their towing vehicles and all tow vehicles must be registered to the towing company.
- The towing agency must maintain their fleet in proper working order and have an aesthetic appearance that compliments the positive image of the City of North Tonawanda.

SECTION 5 – AUDIT AND ACCOUNTABILITY

- An itemized receipt of all services rendered must be provided to the customer and a copy must be maintained for 3 years and made available to the City of North Tonawanda for inspection and audit purposes upon request.
- All vendors on the City of North Tonawanda towing list must make their facilities available for inspection upon the request of the City of North Tonawanda.
- Violations of any part of this agreement may result in the suspension of violating vendor or removal from the City of North Tonawanda towing list.

SECTION 6 – INDEMNIFICATION / HOLD HARMLESS

The successful vendor shall defend, indemnify and save harmless the City of North Tonawanda, and its officers and employees from all claims, suits, actions, damages, losses, and costs of every name, nature, and description to which the City may be subjected or put by reason of any injury to the person or property of another, or the property of the City, resulting from the negligence or carelessness, active or passive, of the applicant, its employees, agents or subcontractors, in the performance of any work under this agreement. In addition to and in furtherance of the foregoing indemnity, the insurance coverage described herein must include language that states that the insurance carrier will defend the City for any and all claims arising or resulting from the agreement. Furthermore, the whole, or so much of the money to become

due under the contract as shall be considered necessary by the City, may be retained by it until all suits or claims for damages shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the City.

SECTION 7 – INSURANCE COVERAGE

7.1 General provisions

- The vendor shall provide current certificates of insurance and accompanying documents as described herein for the City's approval prior to City's signing of contract(s).
- "Certificate Holder" shall be City of North Tonawanda at the address of 216 Payne Avenue, North Tonawanda, NY 14120.
- Coverage must comply with all specifications set forth herein.
- All insurance documents must be executed with authorized signatures.
- The vendor's required liability policies must be endorsed to provide that any notice of cancellation or notice of non-renewal given to the first named insured shall also be given to the additional insureds for this project. A copy of such endorsement(s) must be furnished to the certificate holder.
- Failure of the City to object to the vendor's failure to furnish a certificate or other evidence of the required insurance coverages, object to any defect in such certificate or other evidence of coverage, or demand receipt of such certificate or other evidence of coverage shall not be deemed a waiver of vendor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the City a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- The vendor's liability and indemnification of the City shall not be relieved or diminished by the vendor securing insurance coverage in accordance with the City's requirements. Any approval by the City of such insurance coverage shall not be construed as accepting in any way the deficiencies in the vendor's insurance coverage.
- In addition to certificates of insurance and other documents, the vendor shall provide to the City and other certificate holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
- When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the vendor shall supply, no later than ten (10) days prior to such expiration, the City with certificates of insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- The vendor will assure that any and all subcontractors retained by the vendor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the City in light of the work to be performed, written by companies meeting the same criteria as required in Section 7.2 (liability insurance,) and that the City is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 7.2 (additional insured.)
- The vendor shall disclose to the owner any deductible or self-insured retentions applicable to any of the coverages required herein of the vendor.
- The City reserves the right to modify the requirements herein, including limits, based on circumstances involved, including but not limited to the nature of the risk involved, prior experience, insurer, or coverage.

7.2 Liability insurance

The vendor agrees to secure and maintain, at the vendor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The vendor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

- **Commercial general liability**
 - Occurrence based commercial general liability coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations and contractual liability. The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the vendor:
 - General aggregate \$2,000,000
 - Products & comp/op. aggregate \$2,000,000
 - Personal & advertising injury \$1,000,000

- Each occurrence \$1,000,000
- Fire damage (any one fire) \$50,000
- Medical expense (any one person) \$5,000
- Additional insured: Coverage in commercial general liability, automobile liability, and excess liability and/or umbrella liability policies or coverage sections shall be written or endorsed so as to apply to the following as additional insured on a primary and non-contributory basis:

"City of North Tonawanda and its employees, authorized volunteers and board members."

The certificate of insurance must clearly state how additional insured coverage is achieved in the general liability, automobile liability, and umbrella/excess liability policies. Certificates of insurance must show the form numbers that are used to achieve all the additional insured coverage. A copy of the actual policy language that affects this coverage in each policy must be provided to the City with the certificate of insurance.

- Waiver of subrogation: To the fullest extent permitted by applicable state law, a waiver of subrogation clause shall be added to the general liability, automobile, umbrella/excess liability, and workers compensation policies in favor of the City.
- If the vendor's work on this project in any way involves the use of unmanned aircraft, the vendor's general liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this project.
- **Garagekeepers liability insurance, including on-hook**
 - Bodily injury and property damage coverage, including on-hook coverage, for the vendor operating and/or in possession of vehicles or mobile equipment owned by the City. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the vendor:
 - Combined single limit \$1,000,000
- **Garagekeepers physical damage coverage, including on-hook**
 - Physical damage coverage, including on-hook coverage, for the vendor operating and/or in possession of vehicles or mobile equipment owned by the City. The coverage limit applicable shall be the greater of the amounts indicated below or the amount(s) carried by the vendor:
 - Physical damage limit \$200,000
- **Excess liability and / or umbrella liability**
 - Applicable to commercial general and automobile liability policies. The excess liability and/or umbrella liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the vendor:
 - Each occurrence \$1,000,000
 - Aggregate \$1,000,000
 - See section 7.2 (commercial general liability) above for additional insured requirements applicable to the excess liability and/or umbrella liability insurance.

7.3 Workers compensation and employer's liability insurance

- Coverage as required by New York State statutory limits.

7.4 New York disability (NYDBL)

- Coverage as required by New York State statutory limits.

SECTION 8 – GENERAL REQUIREMENTS

8.1 Termination

The City and/or the vendor shall have the right to terminate any agreement awarded hereunder without cause, upon thirty (30) days written notice to the vendor/City of North Tonawanda. Any vehicles stored by the vendor at the time of termination shall be surrendered to the City of North Tonawanda.

Notwithstanding the above, the vendor shall not be relieved of liability to the City for damages sustained by the City because of any breach of the contract by the tow company. The City may in such event withhold payments due to the vendor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the vendor, from asserting any other right or remedy allowed by law, equity, or by statute.

8.2 Freedom of Information Law

The City of North Tonawanda is subject to provisions of Article 6, Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All proposals, in their entirety, submitted in response to this request for proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each applicant to this request for proposal to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL." The phrase "trade secret" is more extensively defined to include a formula, process, device, or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be public knowledge or of general knowledge in the trade or business. A corresponding letter on company letterhead must be provided describing the factors and extent to which the disclosure of confidential information would cause substantial injury to the competitive position of the commercial enterprise. The entire proposal shall not be marked "CONFIDENTIAL." Any portion of the proposal that is not clearly identified as confidential may be disclosed pursuant to the Freedom of Information Law. The City of North Tonawanda does not assume any responsibility whatsoever to any applicant in the disclosure of records pursuant to the Freedom of Information Law, court order, or any other method of disclosure provided for under the law.

8.3 Motor club service

Placement on the active tow list shall not confer any right to be called for service calls. The owner of a disabled vehicle may request a particular tow truck company who participates in a motor club service of the owner's choosing. The North Tonawanda Police Department will make reasonable efforts to accommodate such a request unless law enforcement needs dictate otherwise.

8.4 Calls for service

The Chief of Police shall establish a system for rotating calls for service to vendor(s) on the active tow list. The Chief of Police shall have the discretion to rotate by call, by shift, by month, or in any manner seen fit amongst those on the active tow list.

8.5 Storage of evidence vehicles

The North Tonawanda Police Department must hold vehicles involved in a crime for evidentiary purposes. Vendors must have UP TO five spaces for evidence storage in a secured storage area not accessible to public access that can accommodate long term storage.

TOW AGENCY APPLICATION

BUSINESS INFORMATION

Company name: _____

Business address: _____

Business telephone #: _____

Email contact: _____

Owner name: _____

Home address: _____

Owner telephone #: _____

- What is the maximum number of tow trucks your agency can have available on scene? _____
- Type of towing your agency is capable of:
 - _____ passenger vehicles _____ heavy equipment (large trucks, motor home, etc.)
 - _____ flatbed towing _____ wheel lift _____ boat / aquatic
- Secure storage facility available? _____ indoor _____ outdoor
- Address of storage facility:
 - _____
- List all auto clubs your towing agency is affiliated with:
 - _____

I hereby agree that should I or the entity for which this application is made be placed on any active tow list or wait list that I or the entity for which this application is made will comply with all requirements of the Local Law and the City of North Tonawanda.

Applicant signature: _____ Date: _____