

ALLENTOWN PARKING AUTHORITY
603 LINDEN ST
ALLENTOWN, PA 18101

INVITATION TO BID

BID NO: 21-00511

All pages and bid security must be submitted in a sealed envelope marked with the bid number. (21-00511) and addressed as above prior to the opening date and time indicated.

Title of Bid:

Towing

Questions Due (Date - Prevailing Time)

April 21, 2021 - 4:00 P.M.

Bid Opening (Date - Prevailing Time)

April 29, 2021 - 11:00 A.M.

DIRECT INQUIRIES TO:	Bidding Procedures and/or	John N. Morgan	610-841-9090
	Technical Questions	Jon Haney	610-841-9090

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Legal Ads. - Express Times

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Your Bid Package Must Include:

Signature Page
Qualification Statement Page
Bid Security

Bid Security: Each bid shall be accompanied by a Bid Bond signed by a surety company authorized to do business in Pennsylvania in the amount equal to ten percent (10%) of the bid total or a Certified Check in the amount equal to ten percent (10%) of the bid total.

1.0 STANDARD REQUIREMENTS & INSTRUCTIONS FOR BIDDING

1.1 PREPARATION OF BID

Bids must be submitted in ink or typewritten and shall be submitted on the forms issued. Unsigned bids will not be accepted. No bid may be considered if received after the time shown on Page 1. Bidders are expected to examine all instructions, specifications, drawings, sites, installations, etc. Failure to do so will be at the Bidders' risk. Erasures or other changes must be initialed by the person signing the bid.

1.2 TAXES

The Authority is exempt from State and Federal taxes. The price bid must be net exclusive of taxes. However, the successful bidder may claim no exemption upon his purchase of materials, supplies, equipment or parts needed to complete bid requirements.

1.3 QUANTITIES

The quantities set forth in the proposal are estimates. The Authority may make an award for all or some of the items set forth in the Proposal and reserves the right to reject any or all bids.

1.4 SAFETY

All practices, materials and equipment shall comply with Federal Occupation Safety and Health Act, as well as any pertinent Federal, State and/or local Safety or Environmental Codes.

1.5 BIDDER ELIGIBILITY

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Authority upon any debt or contractor that is a defaulter, as surety or otherwise, upon any obligation to said Authority or has failed to perform faithfully any previous contract with the Authority. To be considered eligible the bidder(s) must be a registered salvor with the Pennsylvania Department of Transportation, Bureau of Motor Vehicles at the time of bidding, and provide the official Salvor Certification Number to the Authority when returning the bid.

1.6 EQUAL EMPLOYMENT

The Contractor(s) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Contractors(s) will take steps to ensure employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

1.7 AWARD OF CONTRACT

- (a) The award will be made to that responsible offeror(s) whose proposal, conforming to the invitation, will be most advantageous to the Authority, price and other factors will be considered such as delivery time, quality, operating and maintenance cost, service, resale value, etc.

- (b) The Authority reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- (c) The Authority will notify all bidders of the award and return bid sureties to all but the successful bidder.
- (d) After notice from the Authority, the successful bidder(s) has fourteen (14) days to enter into a contract or forfeit as liquidated damages the security deposit.

1.8 PERFORMANCE

In case of default by the selected vendor(s), the Authority may procure the article or services from other sources and hold the vendor responsible for any excess costs occasioned thereby.

1.9 OBSERVANCE OF LAWS

The Contractor(s), at all times, shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the Project, as well as all orders to decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or Contract.

1.10 BIDS BINDING

Unless otherwise specified all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date.

1.11 BONDS

The successful Contractor(s) shall be required to provide a Performance Bond in the amount of one hundred percent (100%) of the contract price.

1.12 INDEMNIFICATION

1.12.1 The Contractor(s) shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to work caused by acts of God, acts of Public enemy, acts of Government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Contractor. The Contractor(s) shall have charge and control of the entire work until completion and acceptance of the same by the Parking Authority.

1.12.2 The Contractor(s) shall alone be liable and responsible for, and shall pay, any and all loss or damage sustained by any person or party either during the performance of or subsequent to the completion of the work under this contract, by reason of injuries to persons and during the performance of the work covered by this contract or that irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

1.12.3 The Contractor(s) shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the Authority, its officers and agents, and employees from and against any and all claims, demands, actions, suits, and proceedings by others and against all liability, both negligent and non-negligent, arising directly or indirectly out of the actions of the Contractor(s) in his performance of the contract.

1.13 INSURANCE

The Contractor(s), prior to commencing work, shall provide at his own expense, the following insurance to the Parking Authority, evidenced by certificates of insurance. Each certificate shall require that notice be given to the Parking Authority thirty (30) days prior to cancellation, non-renewal or material change of coverage and annually on anniversary date.

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

- a. Statutory Amounts and coverage as required by Pennsylvania Workers' Compensation and Occupational Disease Laws.
- b. Employer's Liability - \$500,000 each accident, \$500,000 each occurrence.

1.13.2 Liability

The Contractor(s) shall maintain a General Liability policy that includes the following coverages:

- a. Comprehensive
- b. Premises - Operations
- c. Products/Completed Operations Hazard
- d. Contractual Insurance
- e. Independent Contractor and Sub-Contractor
- f. Personal Injury

The Comprehensive General Liability policy shall have a bodily injury and property damage combined single limit of liability of \$1,000,000 minimum, per occurrence.

1.13.3 Automobile liability insurance with minimum combined single limits of \$1,000,000 per occurrence. This insurance shall include bodily injury and property damage for the following coverages:

- a. owned
- b. non-owned
- c. hired vehicles

1.13.4 The Contractor(s) shall obtain total minimum coverage limits as listed above. Additional limits may be provided by Excess and/or Umbrella Liability policies.

1.13.5 All policies shall name the Parking Authority, its officers, agents, and employees as additional insureds, on a primary and noncontributory basis. This coverage shall be reflected on the Certificates of Insurance.

2.0 INFORMATION AND CONDITIONS

2.1 It is the intent of this "Invitation to Bid" to secure a Contractor or Contractors (hereafter referred to as "Towing Service") to provide towing, within the City of Allentown, and storage services for impounded vehicles. For the right to tow all vehicles authorized by the Allentown Parking Authority, the Towing Service shall pay to the Parking Authority a flat fee or a per vehicle fee per the time schedule outlined in Section 8.0.

2.2 It is understood that the Authority will not be responsible for the collection or payment of any charge for services rendered by reason of the Towing Service having been dispatched relative to this bid. All such services rendered shall be charged to the owner of the towed vehicle or other lawful claimant of possession. In the event the Towing Service is dispatched, and vehicle was not towed due to reasons beyond his control, Towing Service may bill the Authority for his services.

2.3 The Executive Director of the Parking Authority shall have the right to promulgate rules and regulations governing the activities covered by this bid. Such rules and regulations and any changes therein shall be furnished to Towing Service. Towing Service consents to and agrees to be bound by such rules and regulations.

2.4 Towing Service employees will always conform to the PA Vehicle Code, especially #75 P.S.S. 3352 and City Ordinance #12661 regulating the parking of vehicles.

3.0 SPECIFICATIONS AND/OR DESCRIPTION

3.1 Towing Service agrees to provide twenty-four (24) hour, three hundred sixty-five (365) days a year service for towing, storage, impounding, and releasing of all vehicles covered by this bid.

3.2 Contractor agrees to be available for release of vehicles between the hours of 7:00 a.m. and 10:00 p.m.

3.3 Towing Service shall agree to respond to all calls for service within a 30-minute period.

3.4 Towing Service shall provide and maintain a facility for the outdoor storage of at least fifty (50) vehicles. Such outdoor facility shall provide an illuminated, locked, fence-enclosed impound area, attended by employees of the Towing Service for security purposes. Towing Service will also provide for the indoor storage of at least ten (10) motor vehicles. Such indoor facility shall provide an attended, weatherproof, illuminated, climate-controlled environment. These cars are the direct responsibility of the Towing Service. This indoor storage facility shall be located at the Towing Service's principal place of business for security and control purposes while cars are in the Towing Service's possession.

3.5 Towing Service agrees to maintain sufficient and appropriate towing equipment. Towing Service must be capable of towing a Truck Tractor and up to a 53' Trailer. In addition, said equipment

shall include two-way radios for communication purposes, flares and tools necessary to render temporary and emergency service by trained personnel.

- 3.6** Towing Service agrees to assume responsibility for any articles of personal property left in the vehicle and listed on the towing invoice. The Towing Service agrees to carry the proper insurance and to replace any such article upon verification of the loss.
- 3.7** The Towing Service agrees not to release any vehicle impounded without the proper release of the Parking Authority. Persons who make application for the release of towed and/or stored vehicles shall be required to present a release from the Parking Authority of proof of ownership by a title or registration. In the event the Towing Service is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will receipt the Towing Service's copy of the inventory. If in the event the Contractor shall release a vehicle to an owner or otherwise Authorized person without the proper release form that verifies all penalties and costs due to the Court system and the Authority have been paid, then in that event the Contractor shall be obliged and shall pay to the Authority within thirty (30) days, said penalties and costs. The Contractor's liability under this section is limited to \$500.00 for any vehicle released without authority. Non-payment of these penalties and costs by the Contractor to the Authority shall institute, at the Authority's options, grounds to terminate this contract.
- 3.8** Towing Service shall submit by the tenth (10th) day of every month to the Executive Director of the Parking Authority an accurate and running log of all in-custody vehicles. If requested by the Authority, the Towing Service must be capable of supplying statistical data such as number of vehicles processed, kinds of incidents, average length of impoundment, and times of towing service to assist in fact finding to minimize towing situations.
- 3.9** Towing Service shall be required to present an itemized bill to a person whose vehicle has been towed or impounded under this bid. Towing Service shall retain a duplicate copy of the bill for a period of thirty (30) days.
- 3.10** Contract will run for a three (3) year period beginning May 1, 2021 and ending April 30, 2024.
- 3.11** The Towing Service's rates shall remain the same for the first three (3) years of the contract period. Such schedule of charges shall be kept with the Allentown Parking Authority and a copy of such schedule shall be required to be displayed at the Towing Service's place of business.
- 3.12** The Contractor(s) shall agree to tow vehicles taken into custody by the Parking Authority at no charge to the Parking Authority.
- 3.13** The Allentown Parking Authority tows scofflaw vehicles; vehicles in violation of the 72-hour ordinance; vehicles in such state of disrepair that they constitute a public safety hazard, vehicles parked at fire hydrants; and abandoned and junked vehicles on private property. The term vehicle as used in this section may include; lowboy trailers, camping trailers, pop-up campers, recreational vehicles, boats on trailers, or parts thereof in addition to actual motor driven vehicles.

To guide prospective bidders, the actual number of vehicles towed in the last three (3) years is as follows:

TOTAL	SCOFFLAW	NOTICE BOOT	72 HOUR	FIRE HYDRANT	MISC	PRIVATE PROPERTY
2018 (766)	353	78	205	62	28	43
2019 (807)	354	79	201	62	39	72
2020 (1027)	149	109	290	302	149	28

4.0 SPECIAL CONDITIONS

- 4.1** It shall be specifically understood and agreed that the resulting contract shall in no way be construed as creating an employer-employee relationship between the Authority and the Towing Service or between the Authority and those hired by the Towing Service on behalf of himself and any of his employees. The Authority waives any claims that may arise because of any alleged employer-employee relationship, including but not limited to such matters as pension rights, social security rights, insurance rights, etc.
- 4.2** The Towing Service agrees and covenants to indemnify and hold harmless the Authority from any and all claims, suits, actions, damages and causes of actions which might arise during the term of the contract, for any personal injury, loss of life, or other actions of the Towing Service, his agents, servants, employees or assigns sustained in the performance of any and all services resulting from the contract, including but not limited to the towing, storage, impounding or releasing of any vehicle and to defend any action or proceeding releasing of any vehicle and to defend any action or proceeding brought thereon, and from and against any order, judgments, executions, levies and decrees as may be entered therein.
- 4.3** Towing Service agrees that upon any material violation or multiple violations of this bid or the rules and regulations promulgated hereunder, its approved status shall cease and terminate upon official notification to Towing Service by the Executive Director of The Allentown Parking Authority by certified mail.
- 4.4** Towing Services agrees that upon cessation of this agreement for any reason, Contractor will continue to follow the procedures for release of any vehicle impounded on Contractor's premises at that time until such time as all vehicles are removed either through proper release or salvage title is obtained by Contractor.
- 4.5** Upon successful award of bid and execution of contract, Towing Services shall obtain a license to utilize Tracker Management software within sixty (60) days. Contractor(s) understands that the Allentown Parking Authority utilizes this specific software to dispatch towing calls to Towing Services. Failure to obtain use of Tracker Management software will result in loss of contract.

8.0 PAYMENTS

Payments to the Allentown Parking Authority will be remitted monthly and due by the 15th day of the succeeding month. Payments received after the due date will be considered late and will be assessed a 10% late fee. This fee will be calculated on the outstanding amount.

8.1 The minimum bid acceptable for towing services for year one (1) will be FIFTY THOUSAND (\$50,000.00) DOLLARS, payable in equal monthly installments and split evenly between all qualified vendors, beginning April 1, 2021. The minimum bid acceptable for towing services for year two (2) will be FIFTY-TWO THOUSAND (\$52,000.00) DOLLARS, payable in equal monthly installments and split evenly between all qualified vendors, beginning April 1, 2022. The minimum bid acceptable for towing services for year three (3) will be FIFTY-FIFTY THOUSAND (\$55,000.00) DOLLARS, payable in equal monthly installments and split evenly between all qualified vendors, beginning April 1, 2023.

Payment breakdown is as follows:

1 Vendor	2021 \$50,000	2022 \$52,000	2023 \$55,000.00
2 Vendors	2021 \$25,000 each	2022 \$26,000 each	2023 \$27,500 each
3 Vendors	2021 \$16,666 each	2022 \$17,333 each	2023 \$18,333 each

9.0 AWARD CRITERIA

9.1 In awarding the contract, selection will be based on fees charged and lump sum payment to the Authority. In addition, the Authority will consider such factors as demonstrated service capabilities, financial position, years of service and comparable contracts with other municipalities. Towing must be a substantial portion of Contractor’s overall business to assure reliability and responsibility to adhere to this work scope. Contractor must be a licensed towing company. **(Revised 2/18/21)**

10.0 SIGNATURE

TO: ALLENTOWN PARKING AUTHORITY

The Undersigned having examined the Specifications, Standard Requirements and all other documents and being familiar with the various conditions under which these services and/or supplies are to be used, agrees to furnish all labor, materials, tools, equipment, and services to furnish the requirements called for in the bid, for the prices stated below:

2021	\$ _____
2022	\$ _____
2023	\$ _____
Total	\$ _____

Attached is a schedule for maximum towing and storage rates for the contract period May 1, 2021 through April 30, 2024. (Attachment No. 1)

The Undersigned hereby certify that this proposal is genuine and not sham, collusive, or fraudulent or made in the interest of or on behalf of any person, firm or corporation not herein named, and that the undersigned has not, directly, or indirectly, induced or solicited any Bidder to submit a sham bid or any other person, firm or corporation from bidding and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

COMPANY NAME _____

ADDRESS _____

SIGNATURE _____

TITLE _____

PHONE _____

11.0 QUALIFICATION CERTIFICATION STATEMENT

ALLENTOWN PARKING AUTHORITY
603 LINDEN STREET
ALLENTOWN, PA 18101

BID # 21- 00511

NAME _____

ADDRESS _____

TELEPHONE _____

DATED _____

EXPLANATORY

Before any bids are deemed to be properly submitted to the Allentown Parking Authority, Allentown, Pennsylvania, it will be required that every question herein contained be answered, giving specific, definite and detailed information. An answer must not be evasive, indefinite or general.

Qualifications of Bidders: After the bid opening, the Allentown Parking Authority may make such investigation as it deems necessary to determine the ability of the bidders to perform the work, and the bidders shall furnish to the Allentown Parking Authority all such information and data for this purpose as the Authority may request. The Allentown Parking Authority reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Authority that such bidder is properly qualified and responsible to carry out the obligations of the contract and to complete the work contemplated therein.

If the space provided on this form to answer any question is not large enough, the contractor shall add additional sheets.

1. How many years has your organization been in business as a contractor under your present name? _____
2. Have you ever failed to complete any work awarded to you? _____ If so, when, where and why? _____
3. Has any officer or partner of your organization ever failed to complete a municipal contract handled in his own name? _____ If so, when, where and why? _____

- 3a. Has any officer/partner of your organization been in business under any other corporate organization or partnership which failed to complete a municipal contract? _____
If so, when, where and why? _____

4. Have liens or lawsuits of any kind been filed against any of your contracts? _____
Give full details.

5. If a corporation, state:
 - a. Date when organized _____
 - b. Under the laws of what state organized? _____

6. List Surety Companies and Bonding Companies which have heretofore bonded you (give name and address of company and name and amount of contract and amount of bond for the same) within the last 5 years.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

7. List all contracts which you are now performing, or for which you have signed contracts but not started work. (Give names and amounts of contracts and owners)

ATTACHMENT NO. 1

PROPOSED MAXIMUM TOWING AND STORAGE RATES 2021-2023							
	BUSINESS HOURS				NON-BUSINESS HOURS		
	<u>2021</u> (Year 1)	<u>2022</u> (Year 2)	<u>2023</u> (Year 3)		<u>2021</u> (Year 1)	<u>2022</u> (Year 2)	<u>2023</u> (Year 3)
TOWING	\$150.00	\$150.00	\$150.00		\$150.00	\$150.00	\$150.00
ROAD SERVICE	\$82.00	\$82.00	\$82.00		\$82.00	\$82.00	\$82.00
REMOVE LINKAGE OR DRIVESHAFT	\$45.00	\$45.00	\$45.00		\$45.00	\$45.00	\$45.00
REPLACE LINKAGE OR DRIVESHAFT	\$45.00	\$45.00	\$45.00		\$45.00	\$45.00	\$45.00
COVER WINDOWS	\$20.00	\$20.00	\$20.00		\$20.00	\$20.00	\$20.00
UNLOCK VEHICLE	\$45.00	\$45.00	\$45.00		\$45.00	\$45.00	\$45.00
CLEAN DEBRIS min.	\$30.00	\$30.00	\$30.00		\$30.00	\$30.00	\$30.00
RELEASE CAR	8:00 a.m. to 5:00 p.m. N/C N/C N/C				\$80.00	\$80.00	\$80.00
WINCHING CAR	\$45.00	\$45.00	\$45.00		\$45.00	\$45.00	\$45.00
DOLLY WHEELS	\$60.00	\$60.00	\$60.00		\$60.00	\$60.00	\$60.00
DAILY STORAGE	\$48.00	\$48.00	\$48.00		\$48.00	\$48.00	\$48.00
RELEASE ON SCENE	\$84.00	\$84.00	\$84.00		\$84.00	\$84.00	\$84.00