

LEGAL NOTICE

INVITATION TO BID

The City of Meriden is accepting sealed bids for:  
B020-03

For: TOWING AND MISCELLANEOUS SERVICES

For: VARIOUS DEPARTMENTS

Bids shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department. Bids will be accepted at the Purchasing Department Room 210 City Hall, Meriden, Connecticut 06450-8022 until 11:00 AM local time on: August 14, 2019, at which time they will be publicly opened and read.

Upon award, the successful bidder will be required to submit a Two Hundred and Fifty (\$250.00) Cash Performance Bond.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

No bidder may withdraw their bid within sixty (60) days of the date of the bid opening.

Adam B. Tulin  
Purchasing Officer  
City of Meriden, CT 06450-8022

Dated: July 25, 2019



PURCHASING DEPARTMENT  
ROOM 210 CITY HALL  
142 EAST MAIN STREET  
MERIDEN, CONNECTICUT 06450-8022

ADAM B. TULIN  
PURCHASING OFFICER

PHONE 203/630/4115  
FAX: 203/630/3852

SHALL BE SUBMITTED WITH BID

**NON-COLLUSIVE BID STATEMENT**

BID FOR: B020-03 TOWING AND MISCELLANEOUS SERVICES FOR VARIOUS DEPARTMENTS

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;
- (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned bidder further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the bid and make an award in accordance therewith.

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Legal Name of Bidder

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Business Address

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Please Print Name and Title of Person Authorized to Sign

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Signature

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Date

---

Phone Number  
& Extension

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Fax Number

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e-mail address

**REQUEST FOR STATUS AS A MERIDEN BASED BUSINESS**

B020-03

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A which requires, but is not limited to, a local preference requiring, in part, that a “City based business” shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a “City based business” unless evidence satisfactory to the Purchasing Department has been submitted with each bid by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

- 1) Any City based business bidder which has submitted a bid not more than ten (10%) percent higher than the low bid.

Such City based business shall agree to accept the award of the bid at the amount of the low bid. The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City based business bidder have submitted bids not more than ten (10%) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

The bidder may submit any additional information he/she desires that he/she feels establishes the company as a city based business, including but not limited to; evidence of ownership, a long term lease of the real state from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

1) Name of Bidder: \_\_\_\_\_

2) Meriden’s Office Address: \_\_\_\_\_

3) Type of ownership: Minority owned: \_\_\_\_\_ Yes \_\_\_\_\_ No

4) If a corporation, where incorporated: \_\_\_\_\_

5) Former name (if applicable): \_\_\_\_\_

6) The undersigned hereby authorizes and requests any persons, firms, or corporations to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Request for Status as a City Based Business.

Dated at: \_\_\_\_\_ this: \_\_\_\_\_ day of \_\_\_\_\_, 2019

Name of bidder: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

**IF REQUESTING STATUS AS A MERIDEN BASED BUSINESS, SUBMIT THIS FORM WITH YOUR PROPOSAL.**

**GENERAL INSTRUCTIONS AND CONDITIONS**

**B20-03**

For:

**TOWING AND MISCELLANEOUS SERVICES**

For:

**VARIOUS DEPARTMENTS**

Sealed bids, subject to the general instructions, conditions and specifications as provided, will be received by the Purchasing Officer of the City of Meriden in Room 210, City Hall, Meriden, CT until:

August 14, 2019 at 11:00 AM prevailing local time, and thereafter immediately opened and read in public.

1. PROPOSALS:

Proposals are to be submitted on the attached proposal forms. They must be submitted in a sealed envelope with a surety in the amount stipulated in the Invitation to Bid. When a Certified Check is the surety required only the following will be accepted: Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check.

BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY  
OTHER THAN THOSE SPECIFIED.

The sealed envelope must have the Bidder's name and address in the upper left-hand corner and the words "BID DOCUMENT."

For: B020-03 TOWING AND MISCELLANEOUS SERVICES FOR VARIOUS DEPTS.

To be opened on August 14, 2019 at 11:00 AM in the lower left hand corner.

Bids must be made out and signed in the corporate or other, name of Bidder, and must be fully and properly executed by an authorized person.

Bids received later than the time and date specified will not be considered.

Amendments to or withdrawal of bids received later than the time and date set for the bid opening will not be considered.

All spaces must be filled in with figures or words or your bid may be automatically rejected.

Bidders or their representatives may be present at the bid opening.

**CONTINUED ON THE NEXT PAGE**

2. PRICE:

Prices bid must include delivery without extra compensation.

3. TAXES:

The City of Meriden is exempt from the payment of all excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, such taxes should not be included in the bid price.

Exemption Certificates will be furnished, upon request, to the successful bidder.

4. AWARD:

The Purchasing Officer reserves the right to make an award on the bid which, by the Officer's judgment and recommendation from the

Various Department Heads

Following bid evaluations best meet the specifications and is deemed to be in the best interest of the City of Meriden.

The Purchasing Officer, upon the recommendation from the

Various Department Heads

Further reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if, in their judgment, the best interest of the City of Meriden will be so served.

5. DELIVERY OR LOCATION:

As requested by the City of Meriden.

6. GUARANTEE OR OTHER:

As per Agreement.

7. ADDITIONAL INFORMATION:

For additional information contact:

Purchasing Department Meriden, CT 06450 (203) 630-4116 or meridenpurchasing@meridenct.gov

**Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website ([www.meridenct.gov](http://www.meridenct.gov)) for updates regarding this bid.**

**STATEMENT OF BIDDER'S QUALIFICATIONS FOR B020-03**

This Statement of Bidder's Qualifications shall be submitted by the bidder at the time of proposal. All questions must be answered and the data given must be clear and comprehensive. The bidder may submit any additional information he/she desires. It is understood that when the City has executed an Agreement, to which these general conditions are a part, it is, in part, done upon the reliance of the answers provided herein by the bidder or the agent of the bidder.

- 1. Firm Name: \_\_\_\_\_
- 2. Business Address: \_\_\_\_\_
- 3. Type of Ownership: Minority Owned – Yes \_\_\_\_\_ No \_\_\_\_\_
- 4. Year Established: \_\_\_\_\_
- 5. If a Corporation, Where Incorporated: \_\_\_\_\_
- 6. Name of Parent Company (if applicable): \_\_\_\_\_
- 7. Former Firm Name (if applicable): \_\_\_\_\_
- 8. Bank References: \_\_\_\_\_
- 9. Have you ever defaulted on a Contract? If So, Where and Why? \_\_\_\_\_  
\_\_\_\_\_
- 10. Number and Type of Vehicles, List Make, Year and Model: (Attach sheet, if necessary)  
Light Duty Wrecker \_\_\_\_\_ Qty: \_\_\_\_\_  
Flatbed Trucks \_\_\_\_\_ Qty: \_\_\_\_\_  
Heavy Duty Wreckers \_\_\_\_\_ Qty: \_\_\_\_\_
- 11. Location of Maintenance/Storage Facility: \_\_\_\_\_
- 12. Personnel: Total \_\_\_\_\_
- 13. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.  
  
Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
  
Name of Bidder: \_\_\_\_\_  
  
By: \_\_\_\_\_ Title \_\_\_\_\_  
Signature

## **SPECIAL INSTRUCTIONS TO BIDDERS FOR B020-03**

### **GENERAL INFORMATION:**

The City intends to utilize this bid to tow various City vehicles, recover a vehicle and then tow it, jump start a vehicle, change a tire or tow an impounded vehicle, when necessary. This bid will also cover when the Meriden Police Department impounds a vehicle as part of an investigation. When the City calls the Contractor for service, the City representative will identify the service required or the type of tow required, if it will require recovery, where the vehicle will be towed from and where it will be towed to. For tracking purposes, the tow truck driver shall issue a tow ticket with applicable information, including plate number.

The successful Contractor(s) must have at least one of EACH of the following:

A) A minimum of one (1) light duty service wrecker with operator **AND** a minimum of one (1) car carrier/flatbed truck per specifications.

**OR**

B) A minimum of one (1) **heavy duty service wrecker** with operator, per specifications.

The City of Meriden reserves the right to award two separate contracts; one for the light duty service wrecker **and** the car carrier/flatbed truck, the other contract for the heavy-duty vehicle. Therefore, Contractors can bid on either type of vehicle required.

These minimum vehicle requirements shall be listed on the Bidder's Qualification Form.

The proposal pages provide for charges for towing – utilizing a light duty service wrecker with operator **and** a car carrier/flatbed truck, heavy duty service wrecker, and the price per hour for use of an additional person if required (only if mutually agreed upon prior to tow). No other charges will be permitted. If dolly wheels are needed, it shall be considered as part of the other charges. Mileage will only be allowed on Requirement One, Circumstance **D** (only when it is an out-of-town tow for any city vehicle) and for Requirement Two, Item B (out-of-town tows). All other prices bid shall include mileage. There will be no additional fuel surcharges paid. There will be charge for “wait times”.

### **CASH PERFORMANCE BOND:**

There is no surety required for this bid.

The successful bidder(s) will be required to submit one (1) Cash Performance Bond in the amount of two hundred and fifty (\$250.00) dollars into a non-interest bearing account, is to provide a guarantee of service. Should the City incur costs through the inability or failure of your firm to perform towing and/or miscellaneous services, an amount not to exceed the amount of the Cash Performance Bond shall be subtracted from the cash performance bond to reimburse the City for any costs incurred. In the event the cash performance bond is reduced by this action, the Contractor shall replace the amount of the reduction within five (5) working days. The remaining amount of the Cash Performance Bond shall be returned to the Contractor upon the satisfactory completion of the contract at the end of the contract period.

### **EXTENSION OF AGREEMENT:**

The resulting agreement shall be valid for one (1) year unless extended or terminated. Thirty days prior to the expiration of the resulting agreement, the parties may, by mutual agreement, extend them for up to two (2) additional terms.

**END OF SPECIAL INSTRUCTIONS TO BIDDERS**

## MINIMUM SPECIFICATIONS FOR TOWING AND MISCELLANEOUS SERVICES B020-03

### REQUIREMENT ONE - TOWING OF POLICE VEHICLES AND CITY VEHICLES:

Section A - Towing of Police vehicle or other City Department vehicle to the City Garage or other location so designated by the City. These vehicles may or may not have been involved in an accident. The Contractor(s) shall have available at least one (1) of each of the following: (a) Light-Duty service wrecker with operator with a GVWR of 11,000 lbs. or greater with a single winch capacity of at least 8,000 lbs. with a wheel lift) **and** (b) a flatbed truck/car carrier of 14,500 GVWR or greater. If the vehicle has been involved in an accident, the Contractor will be required to clean up the scene.

Section B is for at least one (1) Heavy-Duty service wrecker with operator with a GVWR of 31,000 lbs. or greater with a boom capacity of 20 tons.

Section C is for use of an additional person for section A or B, if required and must be mutually agreed upon prior to tow.

Section D is for the rare occasions, when the City of Meriden will require a **city vehicle** to be towed out-of-town, or picked up from out-of-town/state and towed back to Meriden. Only under these circumstances will there be a charge for mileage. Mileage will be calculated and paid (after verification of miles) only on the portion of the trip where the **city vehicle or impounded vehicle** is actually being towed by the Contractor, aka "loaded mile". This mileage charge shall not exceed the maximum allowable mileage charge as determined by the State of Connecticut Department of Motor Vehicles at the time of tow.

Section E is for the recovery and tow for a vehicle that has been in an accident/or a special circumstance that will require more effort and time to complete the tow.

### REQUIREMENT TWO - TOWING OF IMPOUNDED VEHICLES:

Towing of Impounded Vehicles. There are two circumstances that pertain to Requirement Two:

- A. On occasion, the Police Department shall require a vehicle located within City limits to be towed and impounded. These vehicles may or may not have been involved in an accident. If the vehicle has been involved in an accident, the Contractor will be required to clean up the scene. There will be no "wait times" charged. The vehicle shall be towed and impounded to the Police Department's impound area, Contractor's garage, or to an alternate location as designated by the Police Department. There are circumstances when a vehicle may need to be towed twice. The first tow would be to the Police Department for inspection and the second tow would be from the Police Department to the impound lot. Due to procedures required by law, the Meriden Police Department will give specific, written procedures that must be followed for a specific tow prior to actual towing. None of these charges are the responsibility of the City of Meriden. The City reserves the right to determine after the tow(s) occurs that the City will pay for the tow(s). When charges are payable by others, the Contractor shall not exceed the difference of the charge stated on Requirement One of this bid (for the type of wrecker used) and the maximum charge as approved by the State of CT Department of Motor Vehicles rates for Wrecker, Towing and Road Services. Please state the amount on the Proposal Page.

**CONTINUED ON THE NEXT PAGE**



**REQUIREMENT TWO - TOWING OF IMPOUNDED VEHICLES, CONTINUED:**

B. On occasion, the Police Department shall require an impounded vehicle involved in an investigation and is located out-of-town/state to be picked up and **towed back** to the Police Department impound area or to an alternate location as designated by the Police Department. This section will also apply to a vehicle that is required to be towed **from** the City of Meriden to an out-of-town/state location. All travel time will not exceed one (1) travel day. Due to procedures required by law, the Meriden Police Department will give specific, written procedures that must be followed prior to the tow. The City must receive a detailed invoice for this type of tow, recognizing that the City will seek reimbursement from vehicle owner prior to release of the vehicle, if so ordered by the court.

**Prices under Requirement One shall apply for which type of wrecker used.** See mileage below.

Mileage for Circumstance B above will be calculated and paid (after verification of miles) only on the portion of the out-of-town trip where the impounded vehicle is actually being towed by the Contractor aka "loaded mile". State on Proposal Page the charge per mile for towing of the impounded vehicle to or from the City of Meriden. This mileage charge shall not exceed the maximum allowable mileage charge as determined by the State of Connecticut Department of Motor Vehicles at the time of tow.

**REQUIREMENT THREE- Miscellaneous Services**

This requirement covers Miscellaneous Services that are normally provided by our City Garage, but as these services may be needed after hours, weekends, holidays, or other occasions, then a tow truck shall be dispatched to the scene for the Police or other department vehicles for the following services:

- A. Jump starting a Police or other City vehicle.
- B. Changing a flat tire on a Police or City vehicle. This would require removal of the flat tire and placing it in the trunk of the vehicle, and replacing the flat with the spare. The Contractor will be instructed as to the location of the spare tire at the time the call for service is made. Contractor shall not repair any flat tires. Flats are to be returned to, and will be repaired by the City Garage.

## GENERAL REQUIREMENTS FOR B020-03 TOWING AND MISCELLANEOUS SERVICES

The following definitions are intended to facilitate the understanding of all parties.

CALL FOR SERVICE: A call placed by the Police Department for Requirements One, Two, and Three, or a call placed by another City Department for Requirement One or Three.

CANCELLED TOW: It is defined as any instance where the City has directed that a vehicle be towed and wherein the City judges that the need to tow such vehicle(s) is no longer necessary. The sole judge as to the cancellation shall be the City's and the Contractor shall collect no fees nor charge for any services.

CONTRACTOR: A single licensed operator for the purpose of bidding and is located, either within the geographical boundaries of the City of Meriden, or who arrives at the site requiring services **WITHIN TWENTY (20) MINUTES OF RECEIVING A REQUEST FOR SERVICE.**

CONTROL DISPATCH SERVICE (CDS): A telephone equipped control and dispatch facility operated at the expense of the Contractor. Such a service shall operate 24 hours per day, 7 days a week, every calendar day. Please Note: The CDS may be an answering service. The intent of the City is merely to obtain the services of the Contractor at a site requiring service within twenty minutes of receiving the request for service.

FACILITY: A location that is suitable for the purpose of operating a towing service and conforms to all appropriate Federal, State of Connecticut, and the City of Meriden laws, rules, regulations, and ordinances.

RESPONSE TIME: The total elapsed time from the moment when the Control Dispatch Service initiates a request for tow services to the point where the Contractor's wrecker appears at the scene fully equipped. The City shall be sole judge in determining response time. **Response time shall not exceed twenty (20) minutes**, unless approved by various department heads or the Chief of Police or his designated representative. This requirement does not apply to out-of-town tows for impounded vehicles. PLEASE NOTE: Any service call that is not answered and repeat violations of response times that exceed the twenty (20) minute response time could result in the termination of your contract. After two violations of no response or violation of the 20 minute response time, you will be required to meet with City and/or Police representatives.

TELEPHONE NUMBERS: A single consistent telephone number of the Contractor accessible by the Control Dispatch Service contracted for by the Contractor's 24 hours per day, 7 days a week. Also, please provide alternate cell phone number, pager number or answering service number.

TOWING: The intent of the City is to have a vehicle safely removed. The techniques and equipment for such safe removal shall be in accordance with the requirements of the State of Connecticut. Where no requirement adequately addresses a particular situation, the Contractor shall exercise sound business judgment in the safe removal of the vehicle.

APPEARANCE OF CONTRACTOR'S VEHICLES: Appearance of all trucks shall be in good condition, with equipment painted and the name of the firm lettered on both sides of the truck.

TOW TRUCK OPERATOR: The employee of the Contractor must have a valid and current operator's license issued by the State of Connecticut and who is experienced in the operation of the vehicle.

VEHICLES: This bid is intended for typical vehicles with a Gross Vehicle Weight under 10,000 lbs. such as passenger cars, vans, and pick-up trucks. This bid also covers heavy duty towing services for vehicles with GVW over 10,000 lbs.

**CONTINUED ON THE NEXT PAGE**

**INVOICE REPORT:**

1. POLICE DEPARTMENT: Invoice Report for the Police Department shall be submitted **MONTHLY** and contain the following information: the service provided, (if the call was for the replacement of flat with a spare tire, your report must include location of tire that was replaced), date and time, location, VIN number, and license plate number. **The driver may leave a tow ticket at time of tow, but the City of Meriden does not consider that an invoice report.** A City representative may sign the tow ticket, but that is not intended as agreeing to any charges that may be shown on the tow ticket. A separate, monthly invoice report shall be sent to:

Meriden Police Department  
ATTN: Captain of Administrative Services  
50 West Main Street  
Meriden, CT 06451

Failure to supply the monthly invoice report, may result in violation of the contract.

2. OTHER CITY DEPARTMENTS: Invoice reports for other City vehicles shall be billed directly to the City Garage and the report shall contain the following information: the service provided, (if the call was for the replacement of flat with a spare tire, your report must include location of tire that was replaced) date and time, location, VIN number, and license plate number. The driver may leave a tow ticket at time of tow, but the City of Meriden does not consider that an invoice report. **The driver may leave a tow ticket at time of tow, but the City of Meriden does not consider that an invoice report.** A separate invoice report shall be sent to:

Fleet Manager  
55 Michael Drive  
Meriden, CT 06450

**LICENSES AND/OR PERMITS:**

The Contractor shall assume full responsibility for conforming to all requirements, including, but not limited to, obtaining all of the required licenses and permits for proper removal of all vehicles.

Requirements for a permit are pursuant to Chapter 191, Section 3 and Section 4 - Tow Trucks and Towing of the Meriden City Code, as amended.

**191-3 permit required (and as amended).**

No person shall engage in the business of operating a wrecker for the purpose of towing or transporting vehicles within the City or offer such services for police rotation towing without first obtaining a permit as hereinafter provided from the Chief of Police. [Amended 2-20-90]

**LICENSES AND/OR PERMITS:** Continued

**191-4 Information required for application.**

A) Application for permits issued hereunder shall be made upon forms prepared and made available by the Chief of Police, and such forms shall include:

- (1) The name, home address, home telephone number, business address, business telephone and business name of the applicant. In addition to the information herein stated, in the event the applicant is a corporation or partnership, the names and addresses of its officer or partners as the case may be and the names and addresses of the person or persons charged with the day to day operation of the business. All information required herein shall be kept up to date by the applicant by filing the update with the Chief of Police.
- (2) The location, number, description and Connecticut Registration Number of the tow trucks or flatbed carriers owned or operated by the applicant.

B) Additional documents submitted with the application shall include:

- (1) A copy of the applicant's current approved schedule of towing rates and storage charges, as required and filed pursuant to Section 14-66 of the Connecticut General Statutes, Revision of 1958, as amended. The applicant shall also provide the Chief of Police with all subsequent approved schedules of rates and charges.
- (2) A notarized agreement by the applicant to protect, indemnify and save harmless the City of Meriden, its servants, agents and employees of and from any and all liability or claims of liability, expense damages, causes of action, suits, claims or judgments on the part of anyone.

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**LIGHT-DUTY SERVICE WRECKER WITH OPERATOR REQUIREMENTS:**

- 1) Light-duty Service Wrecker with Operator with a GVWR of 11,000 lbs. or greater with a single winch capacity of at least 8,000 lbs. and a wheel lift:
  - a. Shall be registered as a wrecker and have a state highway permit
  - b. Shall have the lights and safety equipment as set forth in Section 14-66 (b) of the Connecticut General Statutes, as amended.
  - c. At least one (1) push broom, one (1) shovel, one (1) ax, three (3) flares and three (3) triangle reflectors, one (1) winch bar/crowbar/wrecker bar and dollies shall be carried on each tow truck and these items shall be opened for inspection by the Police Department.
  - d. Shall be equipped with a single winch and wheel lift. Such winch shall have a minimum capacity of not less than 8,000 lbs. (no electric winches), one hundred (100) feet minimum of three-eighths-inch cable and a tow sling, equipped with a safety chain.
  - e. Appearance of the truck shall be in good condition, with equipment painted and the name of the firm lettered on both sides of the truck.

**ONE-CAR CARRIER/FLAT BED CARRIER REQUIREMENTS:**

- 3) Flatbed carrier of 14,500 lbs. GVWR or greater providing:
- a. Such flatbed carriers must have been manufactured and designed for the purpose of transporting, by acceptable industry standards, motor vehicles.
  - b. Such flatbed carrier must be registered and approved, with and through the Commissioner of Motor Vehicles for the purpose of transporting motor vehicles.
  - c. Such flatbed carrier shall meet or exceed those requirements as established through the Commissioner of Motor Vehicles in the licensing of such flat bed carrier for the purpose of transporting motor vehicles.
  - d. Such flatbed carrier shall be maintained in accordance with all applicable criteria as established by the Commissioner of Motor Vehicles while used in the commerce of transporting of motor vehicles and Section 14-66 of the Connecticut General Statutes where applicable.
  - e. Appearance of the truck shall be in good condition, with equipment painted and the name of the firm lettered on both sides of the truck.

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**HEAVY-DUTY SERVICE OPERATOR REQUIREMENTS:**

- 2) Heavy-duty Service Wrecker with a GVWR of 31,000 lbs. or greater:
- a. Shall be registered as a wrecker and have a state highway permit.
  - b. Shall have the lights and safety equipment as set forth in Section 14-66 (b) of the Connecticut General Statutes, as amended.
  - c. Shall have at least one (1) heavy-duty push broom, one (1) shovel, one (1) ax, one (1) set of bolt cutters capable of cutting a one-half-inch bolt, ten (10) flares and ten (10) triangle reflectors, one (1) winch bar, crowbar and wrecker bar shall be carried on each tow truck and these items shall be opened for inspection by the Police Department.
  - d. Shall have a minimum manufacturer's capacity of not less than five (5) tons, a boom capacity of not less than twenty five (25) tons, two-hundred (200) feet minimum of nine-sixteenths cable and air brakes so constructed so as to lock all wheels automatically upon failure.
  - e. Appearance of the truck shall be in good condition, with equipment painted and the name of the firm lettered on both sides of the truck.

**END OF GENERAL REQUIREMENTS**

**AGREEMENT FOR TOWING AND MISCELLANEOUS SERVICES B020-03  
FOR VARIOUS DEPARTMENTS**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of Meriden, hereinafter called the "CITY", and \_\_\_\_\_, hereinafter called the "CONTRACTOR".

WHEREAS, the City is desirous of obtaining towing and miscellaneous services to meet a variety of Requirements;

AND WHEREAS, the Contractor is in the business of providing such services;

NOW THEREFORE, the parties mutually agree as follows:

- 1) **AGREEMENT OF THE PARTIES:** The City hereby contracts for, and the Contractor hereby agrees to provide all services, etc. as stated in the specifications for Towing and Miscellaneous Services for Various Departments, at the locations specified by the City, as requested.
- 2) **SCOPE OF SERVICES:** The Contractor shall perform all of those duties and responsibilities in accordance with attached minimum specifications.

In the event of any dispute concerning Towing and Miscellaneous Services, the City's judgment shall be final.

The agreement shall begin **upon contract signing** for one (1) year with the option to extend for two (2) additional one (1) year terms.

The City shall pay the Contractor: (as per the Proposal Pages)

- 3) The Contractor agrees that during the term of this Agreement, including any extension or modification thereof, it shall indemnify and save harmless the City, its officers, agents, and employees from all claims, suits, actions, and damages and costs of every name and description resulting from or arising out of operations conducted, prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance or bonding coverage.
- 4) **AUDITS:** At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
- 5) It is understood that under this Agreement, the services of the Contractor shall be as an independent Contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.
- 6) The Contractor shall assume full responsibility for conforming to all requirements for proper Towing and Miscellaneous Services, and save the City and its Agents harmless from any and all claims that could arise in such.

- 7) INSURANCE: The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as ADDITIONAL INSURED and with the types and limits stated in the Insurance Requirements section.
- 8) TERMINATION: The City may terminate the contract for cause.
- 9) The BIDDING DOCUMENTS are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

\_\_\_\_\_ Date: \_\_\_\_\_  
Duly Authorized

CITY OF MERIDEN:

\_\_\_\_\_ Date: \_\_\_\_\_  
Timothy Coon, City Manager  
Duly Authorized

PROPOSAL

B020-03

For: TOWING AND MISCELLANEOUS SERVICES

For: VARIOUS DEPARTMENTS

Date of Opening:  
11:00 A.M., Prevailing Local Time

TO: Adam B. Tulin  
Purchasing Officer  
142 East Main Street, Room 210  
Meriden, CT 06450-8022

The undersigned, \_\_\_\_\_, doing business in the City/Town of \_\_\_\_\_, in the State of \_\_\_\_\_, submits herewith in conformity with the general instructions, conditions and specifications the following:

**REQUIREMENT ONE:**

Towing of Police or Other City Vehicles to the City Garage or other location, as designated:

SECTION A) PRICE PER VEHICLE for utilizing Light Duty Service Wrecker with Operator with GVWR of 11,000 lbs. or greater for Towing:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

AND:

PRICE PER VEHICLE for utilizing a Car Carrier/Flatbed Truck for towing:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

SECTION B) PRICE PER VEHICLE for utilizing a Heavy-Duty Service Wrecker with Operator with GVWR of 31,000 lbs. or greater for Towing:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

SECTION C) PRICE PER HOUR for use of additional person, if required and mutually agreed upon:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

SECTION D) OUT-OF-TOWN/STATE TOWS ONLY- PRICE PER MILE, for each mile the city vehicle is actually being towed per Minimum Specifications:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents



2. **REQUIREMENT TWO:** Towing of Impounded Vehicles:

- A. Price per vehicle located within City limits for towing to either the Police Department's impound area, Contractor's garage, or an Alternate location – **(None of these charges are the responsibility of the City of Meriden)**. When charges are payable by others, the Contractor shall not exceed the difference of the charge stated on Requirement One of this bid and the maximum charge as approved by the State of Connecticut Department of Motor Vehicle rates for Wrecker, Towing and Road Services, most recent rates.

PRICE PER VEHICLE for utilizing a Light Duty Service Wrecker for towing an impounded vehicle within city limits:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

PRICE PER VEHICLE for utilizing a Car Carrier/Flatbed Truck for towing an impounded vehicle within city limits:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

PRICE PER VEHICLE for utilizing a Heavy Duty Service Wrecker for towing an impounded vehicle within city limits:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

- B. Price per vehicle for towing to either the Police Department's impound area or an alternate location – When charges are applicable to the City,  
**Prices under Requirement One shall apply for specific type of towed vehicle.**

C. PRICE PER MILE for towing an impounded vehicle to or from out-of-town/state either to or from the Police Department's impound area or an alternate location. Price per Mile is for when the vehicle is actually being towed:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

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3. **FOR REQUIREMENT THREE:** Miscellaneous Services required for Police or Other City Vehicles:

A. PRICE PER VEHICLE to change a flat tire on a Police or other City vehicle:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

B. PRICE PER VEHICLE to install chains on a Police or other City vehicle:

\_\_\_\_\_ \$ \_\_\_\_\_  
Written Figures Dollars & Cents

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Receipt of Addenda is acknowledged:

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_

Signature

Title

Dated: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

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PLEASE NOTE: All spaces must be filled in with figures or words or your bid will be automatically rejected. Attach this Proposal, the Non-Collusive Bid Statement, Statement of Bidder's Qualifications, and if applicable, the Request for Status as a Meriden Based Business.

## INSTRUCTIONS TO BIDDERS AND STANDARD TERMS AND CONDITIONS B020-03

### 1. Receipt and Opening of Bids:

A. The City of Meriden, Connecticut, (herein called the "City"), invites bids on the forms attached hereto, all blanks of which shall be appropriately filled in. Separate sealed proposals will be received by the Purchasing Officer, or authorized Representative, in Room 210, City Hall, Meriden, Connecticut, 06450-8022 until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud.

B. All Proposals shall be submitted in sealed opaque (non-see through) envelopes clearly labeled with the Bidder's name, address, and the name of the Project for which the bid is submitted. The words "BID DOCUMENT" must appear on the envelope and the time and the date to be opened. If mailed, the sealed envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. No responsibility will be attached to any City Representative or employee for the premature opening of a Bid not properly addressed and identified.

### 2. Preparation of the Bid:

Each bid shall be submitted on the proposal form included. Proposals shall be signed by the Proposer and all blank spaces for bid prices, manufacturer, model number, delivery, etc., shall be filled in ink or typewritten, both in words and figures. No change shall be made in the phraseology of the proposal or in the items and requirements of the specifications, all addendum (addenda) thereof.

### ~~3. Bid Surety: THERE IS NO SURETY REQUIRED FOR THIS BID~~

~~A. Each bid shall be accompanied by the surety, in the form and sum stipulated in the Invitation to Bid. When a CERTIFIED CHECK is the surety, only a Certified Check, Money Order, Cashier's Check, Treasurer's Check, or Official Check will be accepted. The bid will automatically be rejected for anyone submitting a surety other than those specified. Failure to provide surety shall result in the rejection of your Bid.~~

~~b. Surety will be returned to all, except the successful bidder(s). Promptly after the successful bidder(s) delivers the item(s), their surety will be returned.~~

~~e. Should the City not issue a Notice of Award within the number of calendar days stipulated in the Invitation to Bid, after the date of the actual opening of bids, the City, upon the request of the bidder(s) shall return surety.~~

~~4. The successful bidder may substitute a new Certified Check, a Performance Bond or Supply Bond in an amount equal to Five Percent (5%) or more if stipulated in the Bidding Documents of the total dollar amount to the actual bid awarded. This may be especially beneficial if your original surety covered more items or services than you are awarded.~~

### 5. Liquidated Damages:

The successful bidder, upon his/her failure or refusal to deliver the item(s) or perform the service(s) within the time requested, or offered, shall forfeit to the City, as liquidated damages for such failure or refusal, an amount equal to the surety deposited with his/her bid. Such forfeiture shall not be considered a penalty, but liquidated damages to compensate the City for the loss or deprivation of such necessary item(s) or service(s).

6. Qualifications of Bidder:

Bidders shall be regular dealers in the item(s) or service(s) specified. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, provide the item(s) or service(s). The bidder shall furnish to the City all such information and data for the purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligation of the bid and to complete the work contemplated therein. Conditional bids may not be accepted.

Bidders claiming status under Local Preference are hereby required to submit with their bid an additional form, and attach it to the proposal pages, titled "Request for Status as a Meriden Based Business."

7. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Officer, via email to: [meridenpurchasing@meridenct.gov](mailto:meridenpurchasing@meridenct.gov) or faxed to (203) 630-3852.

**Addenda will be posted to the City website no later than three (3) days prior to bid due date. It will be the Bidder's responsibility to periodically check the City website ([www.meridenct.gov](http://www.meridenct.gov)) for updates regarding this bid.**

No request shall be honored if less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written Addenda to the specifications which, if issued, will be e-mailed, or faxed or sent via USPS Certified Mail to all prospective bidders at their respective e-mail addresses, faxes or mailing addresses furnished for such purpose, not later than three (3) days prior to the date fixed for the opening of proposals. Failure of any bidder to receive any such Addenda or interpretation shall not relieve any bidder from any obligations under this bid as submitted.

8. Subcontractors:

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontractor award cannot be given by the City unless and until the successful bidder submits all information and evidence to the City regarding the proposed subcontractor requested by the City. Although the bidder is not required to attach such information and evidence to the bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

9. Withdrawal of Bids:

Bids may be withdrawn personally or on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of a facsimile request, is placed in the mail and postmarked prior to the time set for the bid opening. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modification of the bid after such bid has been opened.

10. Method of Award – Lowest Qualified Bidder:

- A. The Purchasing Officer reserves the right to make an award on the Bid which, by the Officer's judgment and recommendation from the User Department following Bid evaluations, best meets the Specifications and is deemed to be in the best interest of the City of Meriden.

B. City of Meriden – Local Preference:

Bidders are specifically advised that the City of Meriden has adopted Code 3-13A, which requires, but is not limited to, a local preference requiring, in part, that a “City Based Business” shall mean a business with its principal place of business located within the boundaries of the City of Meriden. A business shall not be considered a “City Based Business” unless evidence satisfactory to the Purchasing Department has been submitted with each bid (forms are included in the bidding documents) by said business to establish that it has a bona fide principal place of business in the City of Meriden. Such evidence may include evidence of ownership or a long-term lease of real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business.

In determining the lowest responsible bidder, the Purchasing Department shall also consider the following:

- 1) Any City Based Business bidder who has submitted a bid not more than ten (10) percent higher than the low bid.

Such City Based Business shall agree to accept the award of the bid at the amount of the low bid.

The acceptance shall be submitted in writing to the Purchasing Department no later than the same time of the bid opening on the next business day following the opening of the bid.

If more than one City Based Business bidder have submitted bids not more than ten (10) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be the one which has submitted the lowest bid.

This section shall not apply in those instances where the bid requested involves a cooperative purchasing arrangement between the City of Meriden and other municipalities or the State of Connecticut.

2) The Lowest Responsible Bidder:

- a. A Contract will not be awarded to any corporation, firm or individual who is in arrears to the City of Meriden, Connecticut by debt, contract, firm or who is in default as security or otherwise by any obligation to the City of Meriden, Connecticut.
- b. In the event that there is a discrepancy between price written in words and the price in figures, the price written in words shall govern.
- c. The City reserves the right to increase or decrease the quantity of each item bid upon at the same bid price stated in the proposal form.
- d. The delivery date may be a factor considered in awarding a bid and may result in an award to a vendor other than the lowest bidder.
- e. The City reserves the right to correct any award erroneously made as a result of a clerical error.
- f. The right is reserved to reject any or all bids, in whole or in part, to award any items, group of items, or total Bid, and to waive informality or technical defects, if it is deemed in the best interest of the City of Meriden.

11. Corrections:

Erasures of other changes in the bid must be explained or noted over the signature of the bidder.

12. Obligation of Bidder:

a. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Specifications and other Bid Documents (including any addendum or addenda). The failure or omission of any bidder to receive or examine any form, instrument or document which has been sent to the address given by such bidder, or the failure of the bidder to familiarize themselves with the conditions relative to the specifications, shall in no way relieve any obligation in respect to the bid.

b. The bidder is responsible for submitting a bid that will conform to all existing Federal, State of Connecticut, and City of Meriden Statutes, Ordinances, and Regulations. Attention is called specifically to the State requirement relative to the licensing of corporations and Registrations of partnerships and fictitious names.

c. Where it is the intent of the specifications to describe a vehicle or a piece of equipment, the vehicle or equipment shall meet all State and Federal health, safety and environmental standards, as applicable. All parts and attachments not specifically described, but necessary to complete the equipment, shall be furnished conforming to the highest standards of quality workmanship provided by accepted engineering practices as indicated in the specifications, and shall comply with any applicable requirements of the Occupational Safety and Health Act (OSHA).

13. “Or Equal”

Whenever a material, article or piece of equipment is identified in the Bidding Documents by reference to manufacturers’ or vendors’ names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Purchasing Officer, and recommendation from the user agency or department, to be of equal substance and function.

14. Patents:

The Bidder shall hold and save the City and its’ officers, agents, servants, and employees harmless from liability of any nature or kind, including the cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Bid, including its use by the City unless otherwise specifically stipulated in the Bidding Documents.

15. Payment:

a. The City, unless stated otherwise in the Bidding Documents, will make payment to the vendor not less than thirty (30) days following delivery of the item(s) or service(s).

b. Cash discounts offered shall be for at least a period of thirty (30) days, from date of delivery to be considered, otherwise, bids should be net.

c. The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Connecticut, under Connecticut General Statute 12-412, such taxes shall not be included in the bid price.

16. Delivery Date:

All of the item(s) or service(s) shall be delivered to the location as indicated in the general instructions, in the number of calendar days from the date of the City’s Notice of Award as specified by the bidder on the Proposal Forms. (Reference Article Five).

17. A Contract shall not be awarded to any corporation, firm, or individual who is in arrears to the City by debt or Contract, or who is in default as surety or otherwise by any obligation to the City.

18. Termination: The City shall have the right without cause (convenience) to terminate this contract, within thirty (30) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said thirty (30) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for the City to state a reason for such termination.

19. Default beyond Control:

The Bidder shall not be liable for damages or for default due to causes beyond his/her control and without his/her fault or negligence, provided the Bidder exercises due diligence in promptly notifying the City of conditions which will result in delay, and provided further, if the Bidder's delay is caused by the default of a subcontractor or supplier, such default arises out of causes beyond the default of both the Bidder and subcontractor or supplier, and without the fault of negligence of either of them, and the supplies or service(s) to be furnished by the subcontractor were not obtainable from other sources.

20. Quality:

All materials, equipment, and supplies shall be subject to rigid inspection. If defective material, equipment or supplies are discovered, the Bidder shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the City of Meriden will in no way lessen the responsibility of the Bidder, or release him/her from his/her obligation to perform and deliver to the City, sound and satisfactory materials, equipment or supplies, or allow the cost to be deducted from any monies due him/her from the City of Meriden.

21. Non-Collusive Bid Statement:

All Bidders shall be required to provide a signed Non-Collusive Statement with this bid on the form provided as follows:

a. The bid has been arrived at by the Bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or completion, and

b. The Contents of the Bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the Bid, and will not be communicated to any such person prior to the official opening of the Bid.

22. Insurance:

The successful firm shall be required to provide a Certificate of Insurance indicating general liability, automobile liability, workers compensation liability and other coverages established by the City's Risk Manager.

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23. Ethics:

The City of Meriden Code of Ethics, Sections 21-1 through 21-15 of the City Code, are incorporated herein by reference and the terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City as a result of this Bid as if those terms were set forth in such contract or agreement.

Bidders are also advised that the Code of Ethics contains provisions with respect to paid contractors and former employees and officials. Copies of the Code of Ethics may be obtained from the City Clerk's Office.

**BIDDERS SHOULD NOTE THAT CONTRACTS, AGREEMENTS AND BIDS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS, ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.**

24. Awards in Case of a Tie:

In the event there are two or more responsible bidders, the decision will be based by the following, and in the following order:

- a) The incumbent will be awarded the bid over that of another bidder.
- b) In the case of a multi-item bid, if one bidder has been awarded other items from the same Bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
- c) The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
- d) By coin toss, the winner of the coin toss will be awarded the bid over that of another bidder.

25. Permits:

The Contractor shall be responsible for obtaining all necessary permits required by the City of Meriden prior to commencement of work. Contact the Building Department at (203) 630-4091 for the required permits.

26. Assignment of Contract:

No contract may be assigned or transferred without the written consent of the Purchasing Officer or his designee.

27. City Hall Closing

If Meriden City Hall is closed for inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

**END OF INSTRUCTIONS TO BIDDERS**