

**Township of Upper Merion
175 W. Valley Forge Road
King of Prussia, PA 19406**

REQUEST FOR PROPOSALS (RFP):

Emergency Towing Services for
Upper Merion Township

June 2022



REQUEST FOR PROPOSALS:

Emergency Towing Services for Upper Merion Township

The Board of Supervisors of Upper Merion Township will accept sealed proposals for Township Emergency Towing Services, until **3:00 p.m. on Wednesday, July 20, 2022**, at the Upper Merion Township Building, 175 W. Valley Forge Road, King of Prussia, PA.

All qualifications shall be in accordance with the Request for Proposals (“RFP”) specifications which are available and can be picked up at the Office of the Township Manager at the address listed above or downloaded from the Township’s website at **www.umtownship.org**.

Sealed envelopes containing the qualifications should be sent to the attention of the Township Manager and identified with the following on the bottom left corner of the submission package:

RFP – Emergency Towing Services for Upper Merion Township

The envelopes should be delivered via hand-delivery service or overnight mail delivery service at the address listed above, so as to arrive by the specified date and time specified above.

The Township will require three (3) print copies and one (1) electronic copy of the proposal.

If you have any questions regarding the contents of this RFP, please contact Captain Jeremy Johnson, UM Police Dept, as noted in the Request for Proposals.

Anthony T. Hamaday
Township Manager/Secretary

I. GENERAL INFORMATION

Upper Merion is a Township in Montgomery County, roughly 17 square miles large and located in southeastern Pennsylvania, approximately 15 miles from Philadelphia. It is home to over 32,000 residents, hosts over 60,000 jobs, and offers over 9.5 million square feet of office space. It also contains Valley Forge National Historical Park, visited by over 1.2 million people per year, and the King of Prussia Mall, which is the nation's largest shopping mall in terms of square footage of retail space. The Township functions under a five (5) member Supervisor-Manager form of government pursuant to the Pennsylvania Second Class Township Code and provides a wide range of services to its residents. An important part of this governance relies on quality public safety and emergency services provided by a professional Department of Public Safety. This scope of services will include the appointment of a contractor to perform emergency towing services for the Upper Merion Police Department.

II. PURPOSE

The Township is soliciting for a contractor, upon request of the Upper Merion Township Police Department, remove vehicles of all types that are deemed a hazard to the motoring public of Upper Merion Township. Contractor shall also provide an approved secure location for storage of the above-mentioned vehicles until their disposition.

III. SCOPE OF SERVICES

The Contractor shall provide the following emergency services for Upper Merion Township:

1. Towing/removal of vehicles twenty-four (24) hours a day, seven (7) days a week.
2. Flat tire change.
3. Booster jump start/dead batteries.
4. Snow chain installation and/or removal for Police and Township owned vehicles.

IV. ADDITIONAL REQUIREMENTS

The contractor shall also be required to comply with the following as part of any contract for service:

1. Any emergency service must be started within **one (1) hour** after notice to the Contractor by Upper Merion Township and completely within **one (1) hour** of start.
2. Contractor shall provide properly licensed and operating equipment capable of handling any and all types of vehicles which require towing services.
3. Contractor shall be AAA approved service provider.
4. Vehicles must be able to be moved by Contractor regardless of their state of damage.
5. The towing vehicles listed as being provided by Contractor shall be maintained in operating condition or a suitable replacement made so that the represented vehicles will be available for the purposes of and the duration of the Agreement.
6. In addition to the removal of vehicles, Contractor shall clean up at the scene of any accident, removing broken glass and metal as required by an officer of the Upper Merion Township Police department in charge at the accident scene.
7. Contractor shall provide services as needed, on a seven (7) day a week, twenty-four (24) hour day basis. One telephone number shall be supplied to the Township Police Department for use in requesting service, which telephone shall be available at all times.
8. Contractor shall dispatch towing equipment in a timely fashion to ensure that equipment is on the scene within **fifteen (15) minutes** of the call for assistance from the Upper Merion Township Police Department. Failure to respond in the aforementioned time period will result in the calling of an alternate towing agency.
9. Contractor must own or lease a storage area within the boundaries of Upper Merion Township, in a properly zoned area, sufficient in size for the storage of fifty (50) or more vehicles. Such storage must comply with Chapter 107 of the Code of Upper Merion Township.

10. Contractor shall pay an annual business license fee to Upper Merion Township.
11. During normal working days and during normal business hours, the Contractor shall provide access to vehicles towed. On holidays or other days when business is closed to the public, the Contractor shall provide access to the towed vehicle via Upper Merion Township Police Department request between the hours of 8:00 a.m. and 5:00 p.m.
12. The Contractor shall only charge the fees as set forth in their proposal which shall be incorporated into a Schedule of Fees in a contract for services. The Contractor shall not change the submitted charges during the terms of this Agreement.
13. The Contractor shall provide towing of Upper Merion Township owned vehicles at no charge. The contractor shall also provide towing of any other vehicle when related to an official Township investigation at no charge.
14. The Contractor must possess a valid Pennsylvania Salvor's License.
15. Contractor shall accept cash, major credit cards and/or debit cards as method of payment for the specified towing services.
16. Have its principal place of business and the equipment to be used situated in Upper Merion Township.
17. Supply a complete list of all vehicles to be used in performing this service, giving a description of the make, model, towing capacity, and license numbers so that the Township will be able to identify the equipment available to it during the term of the contract.
18. Must have a clean business record that would withstand a Police background investigation.
19. Contractor shall be in good standing by all local, state and federal government agencies. Contractor shall not be in suspension with any local, state and/or federal governmental agencies and in compliance with all taxes, fees, licenses, policies and permits required by such agencies. Contractor must maintain the aforementioned requirements during the term of the Agreement.
20. The Contractor must accept the expense of printing and maintaining an adequate supply of Upper Merion Township Police designed and approved towing forms.

V. INSURANCE

Contractor shall be required to procure and maintain proper insurance coverage. Contractor shall supply five (5) copies of current certificates of insurance from an insurance company licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Township, as follows:

1. Workers Compensation Insurance. Workers Compensation for its employees in accordance with statutory requirement of the Commonwealth.
2. Commercial General Liability. Commercial General Liability Insurance covering it, its subcontractors and the Township for injury or damage caused directly or indirectly by it or its employees for the following limits:

Bodily Injury and Property Damage – Each Occurrence	\$1,000,000
Bodily Injury and Property Damage – General Aggregate	\$3,000,000

The Commercial General Liability insurance required hereunder shall be endorsed to include Upper Merion Township, its officers, agents, supervisors, elected and appointed officials and employees as Additional Insureds for Ongoing Operations under ISO endorsement CG 20 10 or non-ISO equivalent and Completed Operations under ISO endorsement CG 20 37 or non-ISO equivalent. The coverage shall be primary and non-contributory.

3. Automobile Liability - Liability Insurance for all vehicles with the following limits of any such policies shall be provided to the Township:

Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000
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4. Garage Keepers Legal Liability
(all risk Coverage -Each Occurrence) \$500,000

VI. PROPOSAL ELEMENTS

A. General Requirements

- 1) Proposal Submission: Three (3) print and one (1) electronic copy of the Proposal shall be received in a sealed envelope and must be prominently marked on the outside bottom left corner “**RFP - Township Emergency Towing Services**”
 - Sealed proposals must be submitted no later than 3 PM on July 20, 2022, to:
Office of the Township Manager
Upper Merion Township
175 W. Valley Forge Road
King of Prussia, PA 19406
 - Proposals must be mailed or hand delivered. No faxed or emailed proposals will be accepted. **Late proposals will not be accepted.**
- 2) Preparation costs: The Township will not be responsible for any costs associated with the preparation, submission or presentation of any proposal.
- 3) Minority Proposer: Upper Merion Township encourages all qualified businesses including minority-owned and women-owned business to respond to all invitations to requests for proposals.
- 4) All submitted proposals will be the property of the Upper Merion Township.
- 5) Open Records Law/Public Information: Under the Pennsylvania Right-to-Know (the “Law”), 65 P.S., §67.101, eq. seq., as amended, and other applicable laws, a record in the possession of the Township is presumed to be a public record subject to disclosure to any legal resident of the United States upon request, unless protected by a statutory exception.
- 6) This RFP shall not, without the Township’s prior written consent, be disclosed to any Proposer, in any manner whatsoever, in whole or in part, or used for any purpose other than the submission of proposals to the Township.

B. Format of Proposals.

The proposal submission shall contain separate sealed technical and cost proposal

1. Format of Cost Proposal. The technical proposal should contain:

- 1) Title Page & Table of Contents:
 - a. Title Page should show the RFQ subject; the institution’s name; Contact name, title, office address, telephone number and email address; and the date of the proposal.
- 2) Contact Information: On a single cover sheet in your proposal, please provide:
 - a. The name of firm, owner, address, and telephone number;
 - b. The name and contact information for the firm’s primary contact;
 - c. E-mail address for firm principals or individuals working with the Township;
 - d. The year the firm or individual practice was established;

- 3) Specialized Services Competence
 - a. Provide information about the contractor's experience in providing services to municipal organizations. Provide at least three references from these organizations including names, contact persons and phone numbers.
- 4) Capability:
 - a. Provide information about the contractor's capability to perform the scope of services and additional requirements contained in the RFP.
- 5) Client List:
 - a. Provide a list of current municipal clients
- 8) Insurance Requirements:
 - a. A copy of the Contractor's Insurance Policy indicating compliance with the minimum policy limits contained in the RFP.

**NOTE: NO FEES AND/OR PRICING OF THE RFQ
SHOULD BE INCLUDED IN THE TECHNICAL PORTION OF THE PROPOSAL.**

2. Format of Cost Proposal

A separate sealed cost proposal shall be included with the technical proposal and contain detailed pricing information relative to the work as described for each section of the RFQ. Please include costs for:

<u>Towing of cars and vehicles with a</u>	<u>Towing Fee Rate:</u>
<u>Gross vehicle weight of:</u>	
Less than 5000lbs (6am-6pm)	\$
Less than 5000 bs (6pm-6am)	\$
5000lbs — 26000lbs (6am-6pm)	\$
50001bs — 260001bs (6p-6am)	\$
260011bs 60000lbs (6am-6pm)	\$
2600lbs — 600001bs (6pm-6am)	\$
6000lbs — 732801bs (6am-6pm)	\$
6000lbs — 732801bs (6pm-6am)	\$
7328lbs — 800001bs (6am-6pm)	\$
7328lbs — 800001bs (6pm-6am)	\$

ADDITIONAL CHARGES: To be added to the basic towing fee

Daily Storage Charge \$
 DAILY STORAGE CHARGES ACCRUE ON A 24 HOUR BASIS FROM THE TIME OF THE TOW. (THIS MEANS THERE IS NO STORAGE CHARGE FOR THE FIRST 24 HOURS)

Hourly rate after the first half hour: \$
 The first half hour is the actual time the tower spends hooking up the vehicle.

Hourly rate for extra staff or second truck: \$
 Two vehicles involved in the same accident are two separate jobs.

Administrative Fee: (Collected at the time of the tow)

\$

Lockouts: \$

Tire Change: \$

Jump Start: \$

VII. SELECTION PROCESS

A. Selection Date

Selection of the contractor to provide service will be based on timely written qualifications. It is anticipated that the selection will be made on or after August 11, 2022 with commencement of the contract(s) anticipated to start immediately or as mutually agreed between the Township and selected contractor.

B. Evaluation Criteria

- 1) Any award to be made pursuant to this RFP will be based upon the proposal, with appropriate consideration given to operational, technical, cost and management requirements. Evaluation of offers will be based upon the proposer's responsiveness to the RFP and the ability of the proposer to meet the needs of the Township.
- 2) The following elements will be the primary consideration in evaluating all submitted qualifications in the selection of a consultant(s):
 - Clarity and completeness of the proposal and the apparent understanding of the work to be performed;
 - General qualifications, experience and expertise of the Proposer;
 - Soundness of the methods and approach to the work;
 - Information derived from reference checks and review of other documents completed by the Proposer; and
 - Comparative cost of the Contractor's proposal.
 - Demonstration of Firm's/Individual's working knowledge of the Township.

C. Site Tours

The Township reserves the right to conduct a site visit/evaluation of the Contractor's facilities and secure storage area.

D. Reservations Regarding Selection

The Township reserves the right to do any or all of the following:

- 1) Conduct interviews with some or all of the Respondents.
- 2) Reject any or all Proposals.
- 3) Waive any informality or irregularity in a Proposal.
- 4) Hold all Proposals for a period of sixty (60) days after the date fixed for the opening thereof.

- 5) Enter into good faith negotiations with the Respondents to modify service or project descriptions to a greater or lesser magnitude than described in this RFP or any Proposal.
- 6) Accept the Proposal that the Township deems at its sole discretion, to be the most favorable in the best interest of the Township.
- 7) Enter into good faith negotiations with the selected Respondent regarding the pricing set forth in the Proposal prior to entering into an agreement. If the agreement's negotiations cannot be concluded successfully with the first selected Respondent, the Township may negotiate an Agreement with the second selected Respondent.
- 8) Re-advertise this RFP for new Proposals as may be deemed necessary at the sole discretion of the Township.

VII. TERM

The term shall be effective upon appointment by the Board of Supervisors and run for a period of 4 years.