

University of Massachusetts

REQUEST FOR BID

UNIVERSITY CONTRACT TOWING SERVICES



RFB AA10-JM-3359

**SUBMITTED BY THE UNIVERSITY OF MASSACHUSETTS,
PROCUREMENT DEPARTMENT, AMHERST MA 01003**

SPONSORED BY PARKING SERVICE

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UNIVERSITY OF MASSACHUSETTS **TOWING SPECIFICATIONS**

RFB AA10-JM-3359

I. INTRODUCTION

Bids are requested for the towing and storage of motor vehicles from campus and other lands of the University of Massachusetts Amherst, including the Campus Center Garage. The following are incorporated and made a part of these specifications as applicable: current Department of Telecommunications and Energy (DTE) regulations, the University of Massachusetts Parking Regulations (enclosed), and the specifications below.

A. Term of Contract

This contract shall cover the period from the date of award through June 30, 2012. In addition, if all parties are in agreement, the contract may be extended for two (2) additional one-year periods with all terms & conditions to remain the same.

B. General Description of Services

1. The successful bidder will be required to:
 - a. Furnish high-quality, prompt, and efficient service, adequate to meet all reasonable demands of the University.
 - b. Do all things necessary or required by the University to maintain the highest of standards of quality and management for the operation of the contract.
 - c. Conduct its operation in an orderly manner so as not to annoy, disturb, or be offensive to the University of Massachusetts Amherst, its students, employees, guests or neighbors. The successful bidder must be aware and inform his/her employees that they must not engage in verbal or physical confrontations or disputes with the owners or drivers of towed vehicles or with anyone else on lands and properties of the University.
 - d. Control the conduct, demeanor, and appearance of its employees and agents.
 - e. Provide a photocopy of all out-of-state vehicle registrations and driver's licenses on a weekly basis to University Parking Services.

2. The University shall:
 - a. Have the right to exclude from the campus of the University of Massachusetts Amherst any of the vendor’s employees or agents, its vehicles or other personal property, which in the University’s opinion, for any reason whatsoever, do not meet its standards of behavior, service, appearance, or operation.
 - b. Have a police officer, security officer, or parking control officer physically present at the towing site when towing is in progress. If any disputes or harassment are directed at the tow truck operator while performing his/her work, the on-site officer will immediately call for assistance and deal with the disturbance.

C. Towing Volume

The University makes no guarantee about the future volume under the contract. The following data is offered to give prospective bidders an idea of the number of tows made in the most recent years. Towing occurs primarily when the University is in session and during the snow season (enclosed). The University will not guarantee a minimum number of vehicles that will be towed in any contract(s) that results from this RFB.

July 1, 2005 – June 30, 2006 2,189 tows	July 1, 2006 – June 30, 2007 2,028 tows	July 1, 2007-June 30, 2008 1,053 tows	July 1, 2008 – April 30, 2009 811 tows
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D. Categories of Towing

Vendor will be asked to tow vehicles from the University’s campus or lands for these and other reasons deemed appropriate by the University:

1. Parking in prohibited areas, including accidents & snow policy violations.
2. Unauthorized use of a reserved space.
3. In accordance with Massachusetts General Law, i.e., scofflaw.
4. If University deemed vehicle was abandoned by the owner.
5. Campus parking privileges were denied/revoked.
6. Unauthorized use of a handicapped space.

E. Insurance Requirements

1. Worker’s Compensation Insurance must be provided by the successful bidder as required under Massachusetts Worker’s Compensation reform Act, as amended. (M.G.L. Chapter 152, as amended.)
2. The bidder shall furnish Bodily Injury Liability Insurance in an amount of not less than \$500,000 each person, \$500,000 each occurrence, and Property Damage Liability Insurance in an amount not less than \$250,000 each occurrence, and Garage Liability Insurance in an amount not less than \$25,000.

3. The successful bidder(s) will furnish the University with a certificate of insurance for each policy prior to the execution of the Agreement, as evidence that the required coverage are in full force and effect. The “Trustees, Officers, Employees, and Agents of the University” shall be named as additional insured on said policy and certificate of insurance.
4. The University reserves the right to request, and the successful bidder agrees to furnish, a copy of each insurance policy and all endorsements thereto.
5. The successful bidder will not terminate an insurance policy without forty-five (45) days prior written notice to the University. Such termination will constitute a breach of the Agreement which will be cause for termination of the Agreement by the University.

F. Permit Requirements

1. The vendor must have in force and affect a permit issued by the Department of Telecommunications and Energy (DTE) of the Commonwealth of Massachusetts in accordance with Section 4, Chapter 159B of the General Laws of the Commonwealth and applicable statutes, rules, and regulations, authorizing the vendor to transport the vehicle to be towed.
2. Bidder shall furnish the University with a copy of this permit at the time the bid is submitted. The bidder is responsible for obtaining all necessary permits for the storage of vehicles as required by the town in which the storage facility exists, and if the town requires a permit to tow vehicles through the town limits.

G. Liability

The successful bidder will save harmless and defend the University of Massachusetts, its trustees, officers, employees, and agents against any and all claims, legal actions, judgments, and damages of every nature whatsoever arising in any manner out of the activities of the vendor, its officers, employees, agents, or subcontractors, for injury to, including but not limited to death of persons and damage to, including but not limited to destruction of property.

H. Bid Evaluation Criteria:

1. Distance of vendor’s vehicle storage facility from UMass Amherst.
2. Response time from University’s call to tow truck arriving on site.
3. Accessibility of bidder’s off campus vehicle storage area, including proximity to PVTA buses serving the UMASS campus. Refer to www.umass.edu/transit/ for UMASS bus routes.
4. Available hours for claiming towed vehicles.
5. Quantity and quality of towing equipment.
6. Payment options available to customers.
7. Security and cleanliness of vehicle storage area(s).
8. Cost of towing, storage and related services.
9. Bidder’s agreement to participate in customer service training provided, at no charge, by the University.

I. Bid Rejection

The University reserves the right to reject any or all bids, wholly or in part, and to request any additional information it deems necessary to support the bids, including, but not necessarily limited to, bidder's technical, service, and financial qualifications. The University further reserves the right to make the award in a manner deemed in the best interests of the University.

J. Termination

1. With Cause: The contract may be terminated, for just cause, by either party at any time by giving the other party sixty (60) days written notice of such termination. If the affected party corrects the problem within the (60) day period, the contract will remain in effect.
2. Without Cause: The contract may be terminated, without cause, by the University at any time giving (120) days written notice to the vendor.

K. Bid Response

Bidders must complete and sign the attached Bid Response Forms and submit **prior to 2:00 p.m. on June 24, 2009 to:**

**University of Massachusetts
Procurement Office
407 Goodell Building,
140 Hicks Way
Amherst, MA 01003-9334
Attn: RFB AA10-JM-3359**

II. BID INFORMATION

Vendors wishing to bid must complete Attachment A.

1. Towing Charges

Rates for towing are to be written within allowable limits as authorized under current DTE regulations and in accordance with the General Laws of the Commonwealth. The bid proposal must specify the following charges:

- a. The proposed towing charge per vehicle.
- b. Storage fees for towed vehicles.
- c. The charge for hook-up of a vehicle which was not towed, commonly called a drop charge.
- d. The charge to unlock a vehicle, disengage the transmission, or both.
- e. Any other charges required.

2. Response Time

Maximum response time from the initial call to the towing company shall not exceed a reasonable time limit. Please indicate the **maximum** response time you will guarantee.

3. Payment

The University requires that more than one method of payment for towing be offered to the vehicle owner/driver. One of these methods must be a major credit card. Please specify all acceptable methods of payment that may be used to retrieve vehicles.

4. Storage Facility

The bidder must specify the size of the vehicle storage area by indicating the maximum capacity of vehicles as well as a description of the security (fences, lights, etc.). The bid proposal must specify the proximity of the storage facility to a PVTA bus stop which services the University as well as the days and the hours open for retrieval of stored vehicles. Refer to www.umass.edu/transit/ for UMASS bus routes. The bidder is responsible for obtaining all necessary permits for the storage of vehicles as required by the town in which the storage facility exists, and if applicable permits for any town that requires a permit to tow vehicles through its town limits.

5. Equipment & Staff

The University sometimes requires more than one tow truck to respond at one time. Describe the type and number of tow trucks that would be used to respond to University requests for towing. Also indicate the number of drivers and tow trucks guaranteed available at any one time.

6. Customer Service

In the opinion of the University, quality customer service and interaction is important. The successful bidder must agree that all its employees or agents engaging in customer contact participate in customer service training program(s) provided at no charge by the University.

7. Rates

All rates bid are firm for the life of the contract and any option years except if the rates regulated by the DTE are adjusted over the life of this contract. If the rates are adjusted, by the DTE the successful bidder may increase its rates bid by the difference in the amount of the DTE rate on the bid opening date and the increase allowed by the DTE in the regulated rates. These charges can be implemented immediately upon written notice to the University. Increases may not exceed the maximum tow rate as allowed by the DTE. Notification shall be made, by certified letter, to:

Manager of Parking Services
Parking Trailers
51 Forestry Way
Amherst, MA 01003-9262

ATTACHMENT A

BID RESPONSE FORM – RFB AA10-JM-3359

1. TOWING CHARGES

- a. Towing charge/vehicle: \$ _____
(Rates bid may be less than, but may not exceed, the current DTE regulations and must be in accordance with the General Laws of the Commonwealth)
- b. Storage Fees:
 - 24 hours or less \$ _____
 - Each additional 24 hour period \$ _____
 - Other Storage Fees-if any \$ _____
- c. Charge for hook-up, not towed (drop charge): \$ _____
- d. Charge to unlock vehicle or disengage transmission, or both: \$ _____
- e. Other Charges, if any - please specify \$ _____

NOTE: The University will not be responsible for a *No Show fee*. *No Shows* occur when a call is placed to the vendor to tow a vehicle, and the vehicle is moved prior to the tow truck arriving on site. The vendor cannot charge UMass nor the vehicle owner a fee for this type of service.

2. RESPONSE TIME

- a. Guaranteed response time from University’s call to vendor’s tow truck arriving on campus: Minutes: _____(maximum)
- b. Number of drivers and vehicles available at any one time: _____

3. PAYMENT

Methods of payment that will be accepted from customers. Check all that apply:

- Cash Personal Check
- Credit Cards Other (specify) _____
- Debit Cards

4. STORAGE FACILITY

- a. Location of storage facility: _____
- b. Size of storage area: _____ s.f.
- c. Estimate capacity of storage area (number of vehicles): _____

d. Describe security of storage area – (fencing, lighting, video, staffing on site, etc.):

e. Is storage area located on UMASS bus routes? No Yes
www.umass.edu/transit/ If Yes, _____ miles (fill in)

f. Retrieval hours: Monday – Friday _____
Saturday _____
Sunday _____
Major Holidays _____

5. EQUIPMENT & STAFF

Describe and itemize tow trucks, drivers, and related equipment:

6. CUSTOMER SERVICE

Vendor agrees to participate in customer service training provided, at no charge, by UMass: Yes No Comments: _____

7. CERTIFICATES/PERMITS REQUIRED

Copies of the certificates and permits listed below must be included with vendor’s bid or the University reserves the right to reject the bid.

- a. Insurance certificate
- b. DTE Permit
- c. Town issued permit for vehicle storage
- d. Town issued permit for vehicle towed through tow limit, if required by Town.

Person signing below represents that he/she is authorized to sign for the vendor for all terms listed above.

Company Name Authorized Signature/Date

Address Printed Name

Telephone Number Fax Number Email