

REQUEST FOR PROPOSALS (RFP) AUTHORIZED TOW SERVICES
PROGRAM Town of Capitol Heights, MARYLAND

TOWING SERVICES RFP CHPD 2018-1

RFP ISSUE DATE: October 22, 2018

RFP INQUIRIES DUE: November 1, 2018

RESPONSE DUE DATE: November 15, 2018

PROPOSAL OPENING: November 26, 2018

AUTHORIZED TOW SERVICES PROGRAM Town of Capitol Heights, MARYLAND RESPONSE DUE DATE: October 22, 2018

The Town of Capitol Heights is seeking to procure towing services from vendors located within a two (10) mile radius of the incorporated limits of the Town of Capitol Heights, Maryland. The goal of this program is twofold: to meet the operational needs of the Town of Capitol Heights and to provide the best quality service to the citizens of the Town of Capitol Heights, Maryland. A copy of this RFP is available for viewing in the Town of Capitol Heights Office of the City Clerk upon request, on or after **November 26, 2018**. Sealed proposals can be submitted via mail carrier service and must be received by 4:00 PM on **November 15, 2018**, to the following address:

AUTHORIZED TOW SERVICES PROGRAM

Towing Services RFP: CHPD 2018 – 1

Town of Capitol Heights

Attn: City Clerk

1 Capitol Heights Blvd Capitol Heights, Maryland 20743

Proposals will not be accepted after 4:00 PM, on **November 15, 2018**. The Town reserves the right to review the proposals for up to 30 days.

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1. INTRODUCTION

The Town of Capitol Heights Authorized Tow Services Program is controlled and regulated by the Administrative Services Commander through the establishment of requirements, rules, regulations, and schedule of authorized fees for services as approved by the Town. Participation in this program by tow companies is strictly on a voluntary and privileged basis. Those companies which apply for and are granted the privilege to participate in this voluntary program freely and willingly acknowledge, and agree to abide by, the requirements, rules, regulations, and schedule of approved fees approved by the Town. Participation in this program is open to tow companies whose base of operations (office) and storage lots lies within a two (10) mile radius of the incorporated limits of the Town of Capitol Heights, Maryland. Participation in this program is open to tow companies located within Prince George's County, Maryland and within a two (10) mile radius of the incorporated boundaries of the Town of Capitol Heights, Maryland without regard to race, sex, creed, religion or political affiliation. The Administrative Services Commander will determine the number of participating tow companies based on operational necessity. Authorization granted to a tow company will be for a period of two years. Each tow company selected to participate in the Tow Services Program shall submit a request to remain in the Tow Services Program two months prior to the expiration of their two year term. The determination to retain or remove a tow company from the Tow Services Program will be based on operational necessity and/or the conduct of the tow company over the previous two years. Conduct by the Tow Company will be considered along with any investigations, violations or complaints against the Tow Company to determine if the retention would be in the best interest of the Town of Capitol Heights as well as the Citizens of the Town of Capitol Heights. The Administrative Services Commander, or his designee, shall have the authority to suspend or remove a tow company from the Tow Services Program pending completion of any investigation into alleged violations of applicable Federal, State, County and City laws and regulations, and for violations of the requirements, rules, regulations, and schedule of fees as listed in this Towing Agreement. Tow companies participating in the Tow Services Program agree that any discrimination in hiring and employment is illegal and is justification for dismissal from the program. Further, participating tow companies agree that they will comply with all applicable Federal, State, and County laws regarding employment.

2. SCOPE OF SERVICES

The scope of services include providing towing services to the Town of Capitol Heights, to include, but not limited to towing cars being impounded by the police department, abandoned cars and cars disabled in automobile accidents. Requests for towing from the Town of Capitol Heights can be received by the police department, the Office of Code Compliance and the Office Parking Compliance.

2.1. Criteria The tow company must have storage and office facilities within a 10 mile radius of the Town of Capitol Heights, Maryland that meet the requirements of all the State, County and Town (if applicable) zoning rules, regulations, and laws.

1. Police impounds must always be stored in a secure fenced area not accessible to the general public. The fence surrounding the tow lot must be at least six (6) feet in height.
2. Storage and office facilities must be located within a 10 mile radius of the Town of Capitol Heights as determined by the Administrative Services Commander.
3. The tow company must be licensed as a business in Prince George's County and, if applicable, in Town of Capitol Heights, Maryland.
4. Prince George's County & Town of Capitol Heights (if applicable) Use and Occupancy Permits are required for the primary business location and any separate impound/storage location(s).
5. The tow company and all associated facilities must maintain office hours from Monday thru Friday from 8:00 am to 6:00 pm, as well as, Saturday, Sunday and holidays from 9:00 am to 12:00 pm. Accurate business hours must be posted at the storage facility and business location. Companies are required to staff their facility during their posted business hours. Companies may utilize weekend hours during the observance of the following holidays: Independence Day, Thanksgiving Day, Christmas Day and New Years Day.
6. The tow company will maintain an operational copy machine and fax machine on the premise at which they receive payments from customers. Acceptable forms of payment shall be cash, certified check, money order, Visa or MasterCard. Other forms of payment may be accepted at the tow company's discretion. The tow company will provide an accurate and detailed receipt to the customer (free of charge) for any service in which there is a charge to the customer.

7. The tow company must carry insurance coverage in the amount of \$1,000,000.00 per occurrence bodily injury liability and \$300,000.00 per occurrence property damage liability. Additionally, at minimum, a \$100,000.00 "Garage Keepers" binder must be obtained by the tow company. Proofs of all insurance requirements are to be submitted to the Administrative Services Commander each time that the insurance coverage is changed, altered, renewed or canceled. A tow company will also supply written documentation of insurance coverage upon request. Commercial insurance coverage will meet at least the Maryland State required minimum. Each tow company shall also maintain worker's compensation coverage for all employees and operators. An employee is an individual who is carried on the employer's insurance, who is paid via check, whose wages are reported to the Internal Revenue Service, and who is covered under Workers' Compensation Laws.

8. The tow company agrees that it shall be liable for any theft, vandalism, damage to, or theft of any vehicles stored at the request of the Police Department. These incidents can be investigated by the Prince George's County Police Department or Town of Capitol Heights Police Department, and the tow company and its employees shall fully cooperate with any such investigation.

9. The towing company must have at least three (3) Class A light tow trucks and must employ an adequate number of employees to fulfill all obligations of this agreement. A Class A light tow truck is a tow vehicle with:

A. A truck chassis with a manufacturer's rated capacity of at least 10,000 pounds gross vehicle weight. Mounted on the chassis must be a crane and winch or other accepted apparatus having a rating of at least four (4) tons. The tow truck body and equipment must comply with all State laws, rules, and regulations.

B. A steel cable attached to each wrecker winch at least 75 feet long with a minimum thickness of 3/8 inch or hydraulic tow system.

C. A tow sling manufactured to prevent damage to a towed vehicle and/or wheel lift when applicable.

D. Safety chains or other approved apparatus attached between truck and towed vehicles.

E. A complete dolly assembly on at least two trucks.

F. Flood lighting on the rear of tow vehicles.

G. Heavy-duty broom, shovel, and container for debris.

H. Safety tow light and power cord capable of lighting towed vehicle when vehicle lighting is disabled.

I. Fire extinguisher – ABC, 2.5 pounds or larger

10. For a tow company to be considered for the Tow Services Program, at least one Class C heavy tow truck will be required. A Class C heavy tow truck is a tow vehicle with: a. Chassis 26,001 GVW with dual rear wheels/air brakes to lock upon failure and to provide air to disabled vehicles. b. Complete crane and winch rated 20-ton minimum, with steel 9/16- inch cable, 150 feet attached to wrecker, and safety chains between wrecker and towed vehicle. c. Tow sling to prevent damage to towed vehicle: Medium Duty Under Reach.

11. All tow vehicles must be operational and in safe working condition as defined in the Maryland Motor Vehicle Law. Additionally, all tow vehicles must be equipped with a flashing, oscillating, blinking, or revolving light, which is amber in color. This light may only be activated while actually at a tow scene or while towing a vehicle.

12. All of the above equipment, to include at least 3 Class A Light tow trucks, must be operational and available to City of Hyattsville twenty-four (24) hours a day, seven (7) days a week. The tow company shall provide all necessary employees to operate said equipment. These employees must be proficient and knowledgeable of proper towing practices.

13. All tow vehicles must be licensed and lettered in compliance with County Law. {Prince George's County Code 5-268}

2.2. Rules and Regulations / Operations

1. In addition to the terms of this agreement, the tow company shall perform in accordance with all applicable Federal, State, County and Town laws and legal requirements in its performance of this agreement.
2. For the purposes of the Town of Capitol Heights towing, a tow company will be required to have at a minimum a "Level 1, Consensual Towing License".
3. Towing companies and all their representatives and employees shall deal with citizens in a courteous and respectful manner at all times.
4. Towing in emergency situations: The required quantity of tow trucks shall be available at the quoted rates and as requested by the Town of Capitol Heights during emergency situations including, but not limited to: blockades, riots, parades, floods, storms, fires, disasters (natural or manmade), snow emergencies, and other emergency conditions. Authorized tow companies that relocate their place of business will be suspended from the tow list pending inspection of the new location for compliance with these requirements, rules, regulations, and schedule of fees. The tow company is required to immediately notify the Administrative Services Commander of any such change. The suspension in this section does not apply to a tow company that has a new place of business inspected prior to relocating.
5. The solicitation of any officer or employee of the Town of Capitol Heights for preferential treatment or consideration shall be grounds for immediate suspension from the authorized tow company list pending an investigation of same by the Administrative Services Commander or his designee.
6. Tow company equipment and/or personnel shall not respond to the scene of a Town of Capitol Heights incident unless requested to do so, via a telephone call, on a taped line from Prince George's County Communications Center.
7. Authorized tow company personnel with the required equipment must respond, when requested, to the scene within thirty (30) minutes, obeying all motor vehicle laws. Tow companies will provide the Prince George's County Communications Center with an estimated time of arrival to the scene when they are called. Failure to respond in a timely manner will result in another tow company being called to the scene and the first requested Tow Company being cancelled. When a call is cancelled for failing to timely respond, there will be

no charge to the Town or the vehicle owner. Additionally, the tow company shall be cycled to the bottom of the tow rotation.

8. The authorized tow company will be responsible for the conduct of their drivers and office staff with both police and civilian contacts. Tow truck drivers and tow company employees will act in a courteous and proper manner to citizens and employees of the Town of Capitol Heights. Use of profane or abusive language by tow company drivers, office staff or other tow company employees directed at or in the presence of citizens or employees of Town of Capitol Heights is strictly prohibited.

9. Authorized tow companies will provide trained, qualified operators, or on-scene supervision in the event of an untrained operator. Additionally, all personnel of authorized tow companies will cooperate fully with all Town and police personnel. Failure to do so may result in the dismissal from the scene by the officer or employee in charge of the scene, who will then notify the Prince George's County Communications Center of the action. The communications employee receiving the complaint will subsequently notify the Administrative Services Commander, or his designee.

10. All statements of any type, oral or written, by tow company employees to any City employee must be truthful and accurate.

11. All drivers must hold a valid driver's license for the class of vehicle being operated. Owners of all tow companies must supply the name, date of birth, and driver's license number for each driver to the Administrative Services Commander or his designee within seven (7) days of hire.

12. Authorized tow company personnel will be responsible for the removal of non-hazardous vehicle debris, including glass (but not including vehicle fluids or hazardous loads) from the roadway at the scene of any accident handled by the police. {Maryland Transportation Article 21-1111}

13. Removal of large items from an accident scene must be in compliance with all applicable laws and regulations. Acceptable pricing for these items will be determined by the Administrative Services Commander after consultation with the towing company.

14. Authorized tow company personnel and equipment may not leave the scene until released by the police or Town personnel in charge of the scene.

15. An authorized tow company also conducting private towing operations in Town of Capitol Heights, and who is found to be in violation of the County's private towing regulations may incur any penalty up to, and including, removal from the authorized tow list.

16. All authorized tow companies shall submit CS-078 (Certificate of Authority) requests, on vehicles which have passed the 21 day requirement, to the Administrative Services

Commander by the fifth day of every month. Participating tow companies may also retrieve any CS-078 Certificate of Authority requests between the 1st and the 5th of each month for the previous month.

17. The tow company will be responsible for maintaining a daily towing log of every vehicle towed and stored, a record of all employees allowed to operate the tow company's trucks, and a record of each vehicle used as a tow vehicle for the Town of Capitol Heights.

18. The tow company shall provide, upon demand of the owner/operator of the towed vehicle, the name, address, account, and policy number of the tow company's insurance carrier.

19. Vehicles stored at the tow company's facility are sometimes unclaimed. Disposal of these vehicles will be as provided by law with no recourse against the Town of Capitol Heights, vehicle owner or lien holder of the impounded vehicle for unpaid balances.

20. It is the objective of the Town of Capitol Heights to provide vehicle owners with accurate information regarding the location of their towed vehicle. This is necessary to maximize convenience to the vehicle owners and provide quality service to the citizens. The towing company that is contacted by the Town of Capitol Heights shall be the towing company that will satisfy the request. No subcontracting or substitution of equipment or personnel shall be permitted under any circumstances. Subsequently, the impounded vehicle shall be stored at the facility of that requested company only. This ensures that the information in the Town's database regarding the location of the vehicle after a tow is accurate.

21. Prior to the release of a vehicle, personal property or the registration plates, the vehicle owner must secure proper written authorization (usually a vehicle release) from an employee of the Town of Capitol Heights. The tow company, upon being presented with proper written authorization from the Town of Capitol Heights along with valid picture identification, shall allow the vehicle owner or his agent, to personally inspect the vehicle, obtain personal property, and obtain registration plates from the vehicle prior to the actual release of the vehicle. However, this does not permit the owner or his agent, to dismantle the vehicle in any way or to remove any accessory from the vehicle. The tow company shall not charge the owner or his agent, a fee for exercising any right under this section. In addition, once a valid release has been presented to the tow company along with valid picture identification and all fees have been satisfied, the tow company shall release the vehicle to the owner or the lien holder without delay.

22. If requested, vehicles shall be deposited on the storage lot or other location in a manner as directed by the requesting Police Officer or an authorized employee of the Town of Capitol Heights.

23. The tow company owner or his/her employees shall not dismantle any parts or remove any contents from any vehicle unless the Administrative Services Commander or his designee

has issued a CS-078 Certificate of Authority. If a CS-078 Certificate of Authority is issued to a tow company, it will be the responsibility of the tow company to return any registration plates associated with the vehicle to either the Motor Vehicle Administration or the Administrative Services Commander, within five (5) days of the issuance of the certificate. In the event that the tow company chooses to return the registration plates to the Motor Vehicle Administration, then the tow company shall provide to the Administrative Services Commander a tag turn in sheet that has been signed by the Motor Vehicle Administration within five (5) days of the issuance of the certificate.

24. The Town of Capitol Heights reserves the right to immediately remove police impounds from a tow company for safekeeping if serious violations are observed. The Town will not be responsible for any fees to be paid to the tow company in these instances.

25. The tow company must release vehicles within one-half (1/2) hour notice Monday thru Friday from 8:00 AM to 6:00 PM. The tow company must release vehicles upon one (1) hour notice on Saturdays and Sundays from 9:00 AM to 12:00 PM.

26. Tow companies that are covered by this agreement and who experience any change in ownership must apply for a continuation of this agreement in order to continue participation. The City Attorney shall review and approve/disapprove the continuation of this agreement

2.3. Rule and Regulations / Fees and Charges

1. Any loss, cost, damage, or other expense incurred in the performance of work under this request for proposal, or occasioned by the negligence of the tow company, shall be the sole and entire responsibility of the Tow Company and not the Town of Capitol Heights. Exclusive and total liability shall be upon the tow company from the time of response to the incident scene and the hook-up of a vehicle until the release of said vehicle. The tow company shall take proper precautions necessary to protect persons or property against injury or damage, and shall provide competent operators, employees, and superintendents/managers. All tow bills must be in writing, with accurate, itemized charges for specific services rendered. There will be no charges assessed other than those authorized by the schedule of authorized fees or the Administrative Services Commander. Companies will also comply with any requirements, rules, regulations, and schedule of authorized fees as may be promulgated by the Administrative Services Commander. In the event that a tow company is requested to provide service to a vehicle owner or lien holder after the release process has been completed, the tow company shall generate a new tow ticket or receipt to show this transaction. Under no circumstances should this transaction be completed on the original towing ticket or receipt.

2. An authorized tow company shall not:

- A. Overcharge for storage and/or the type of truck used.
- B. Charge mileage from the scene of the impound to their storage lot.
- C. Otherwise charge a citizen in excess of the schedule of authorized fees.
- D. Request any ownership documentation from the owner or lien holder of an impounded vehicle, i.e., title, security interest filing, registration or insurance information.
- E. Send any correspondence to the owner or lien holder of an impounded vehicle under this agreement.
- F. Storage fees: Storage charges may only commence eighteen (18) hours after the time the vehicle was towed.
- G. If there is a dispute regarding charges, the tow company will direct the owner/operator of the towed vehicle to the Administrative Services Commander.
- H. The tow company will be responsible for the collection of any payment due for towing, storage or other authorized fees. The tow company shall accept, at a minimum, the two major credit cards: Visa and MasterCard, as well as, cash and

certified check or money order. A tow company may not initiate formal collection action, through any collection company or process, against any vehicle owner or driver on any vehicle towed for the Town of Capitol Heights. Receipt of a CS-078 will serve as compensation for any vehicle that is not retrieved or has had all of the approved fees satisfied, with no further financial responsibility of the owner/operator or the Town of Capitol Heights, Maryland.

- I. All authorized tow companies shall provide the Administrative Services Commander, prior to the fifth day of every month, a copy of every tow bill and receipt issued for the previous month for impounds covered under this agreement.
- J. If a tow company responds and services are not required, no charge will be made by the tow company if it has not hooked up to the vehicle. An example would be a parking violation where the owner arrives to claim the vehicle before the wrecker is attached to the vehicle in violation. A reasonable effort will be made by the Town of Capitol Heights to keep such incidents to a minimum.

K. The Town of Capitol Heights will make every effort to make timely notification to owners for release of their vehicles. In cases where this process is not completed, the tow company agrees to hold Town of Capitol Heights harmless for no more than THREE HUNDRED FIFTY DOLLARS (\$350.00) for towing and storage on impounds up to 26,000 lbs. GVW. On impounds greater than 26,001 lbs. GVW no more than FIVE HUNDRED FIFTY DOLLARS (\$550.00) is authorized for towing and storage. When an officer or agent of the Town of Capitol Heights requests a provider under this agreement and it is later determined the vehicle needs to be relocated elsewhere for further investigation, the provider shall relinquish the vehicle to the appropriate company and may charge a maximum of \$175.00 to the Town of Capitol Heights.

3. An authorized tow company under this agreement shall abide by any ruling of the Show Cause Hearing (SCH) Attorney for any impounded vehicle under this agreement. A vehicle that has a request for Show Cause Hearing will not have a CS-078 issued until a final judgment has been returned to the Administrative Services Commander. In the event no probable cause was found, the vehicle shall be returned to the vehicle owner, agent or lien holder free of charge upon presentation of a vehicle release and documentation from the hearing attorney. In this instance the tow company may charge a maximum amount of \$350.00 to the Town of Capitol Heights. In the event that probable cause was found, all towing and storage fees shall be satisfied by the owner, agent or lien holder after presentation of an authorized release.

2.4. Schedule of Approved Fees

No tow company is authorized to charge ANY fee, for any services, other than the fees and services in the below schedule of approved fees.

JOB DESCRIPTION

ORDINARY TOW JOB FOR VEHICLE UP TO AND INCLUDING 10,000 POUNDS TO GARAGE OR STORAGE AREA. (Charges include first calendar day of storage, mileage, hook-up fees, use of a dolly, go jacks, transportation, and any winching.)

\$175.00

ORDINARY TOW JOB FOR VEHICLE 10,001-26,000LBS (Charges include first calendar day of storage, mileage, hook-up fees, use of dolly, go jacks, transportation and any winching.)

\$300.00

ORDINARY TOW JOB FOR VEHICLE OVER 26,000LBS (Charges include winching, first calendar day of storage, mileage, and hook-up fees, use of dolly, go jacks, transportation and any winching.)

\$750.00

STORAGE, PER VEHICLE STORAGE, PER VEHICLE (Storage fees may not exceed \$50 per day and may only commence a minimum of eighteen (18) hours after the time the vehicle was towed.)

\$50.00 PER DAY

INCLEMENT WEATHER FEES (During weather related emergencies as designated by the County Executive or Governor, fees may be charged as dictated by the Administrative Services Commander.)

\$25.00 PER VEHICLE

3. **SUBMISSION OF PROPOSAL:**

All proposals are due to the Town of Capitol Heights by 4:00 PM on **November 15, 2018**, and must be hand-delivered to:

Towing Services RFP: CHPD 2018-1
Town of Capitol Heights
Attn: City Clerk
1 Capitol Heights Blvd, Capitol Heights, Maryland 20743

Proposals will not be accepted after 4:00 p.m.

Questions concerning the Request for Proposal must be submitted via email by 2:00 PM on **November 1, 2018** to Clarence Rucker at: CRucker@CapitolHeightsmd.com questions and answers will be emailed to all Tow Companies that have submitted previous inquiries and will be posted the Town of Capitol Heights website at www.CapitolHeightsmd.gov

4. **EVALUATION OF PROPOSALS AND AWARD OF CONTRACT :**

The submitted proposals will be publicly opened and read on **November 26, 2018, at 10:00 AM** in the Vivian M. Dodson Municipal Center, 1 Capitol Heights Blvd Capitol Heights, Maryland. The Tow Company best meeting the experience, approach and cost requirements will then be selected.

The Town of Capitol Heights reserves the right to reject any and all RFP submissions and further reserves the right to re-issue the RFP.

Evaluations will take place between the days of **December 3, 2018, and December 10, 2018.**

5. OTHER REQUIREMENTS AND INFORMATION

5.1. Amendment or Cancellation of the RFP The Town of Capitol Heights reserve the rights to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the City of Hyattsville to do so.

5.2. Proposal Modifications No additions or changes to any proposal will be allowed after the submission of proposal, unless such modification is specifically requested by the Town of Capitol Heights. The Town, at its option, may seek respondent retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

5.3. Presentation of Supporting Evidence Respondents must be prepared to provide any evidence of experience, performance, ability, and/or financial sureties that the Town of Capitol Heights deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

5.4. Demonstration of Proposed Services At the discretion of the Town of Capitol Heights, respondents must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by and without cost to the Town of Capitol Heights.

5.5. Erroneous Awards The Town of Capitol Heights reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a respondent and subsequently awarding the contract to another respondent. Such action on the part of the Town of Capitol Heights shall not constitute a breach of contract on the part of the Town of Capitol Heights once this determination has been made.

5.6. Proposal Expenses Respondents are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the Town of Capitol Heights.

5.7. Ownership of Proposals All proposals shall become the sole property of the Town of Capitol Heights and will not be returned.

5.8. Execution of Contract This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. If, for some reason, the Town of Capitol Heights and the initial selected respondent fail to reach consensus on the issues relative to the contract, then the Capitol Heights or its agents may commence

contract negotiations with other respondents. The Town of Capitol Heights may decide at any time to start the RFP process again.

5.9. Oral Agreement or Arrangements Any alleged oral agreements or arrangements made by respondents with the Town of Capitol Heights, or employees of the Town of Capitol Heights will be disregarded in any proposal evaluation or associated award.

5.10. Subcontractors The Town of Capitol Heights must approve any and all subcontractors utilized by the successful respondent prior to any such subcontractor commencing any work. Respondents acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the Town of Capitol Heights and that the Town Administrator or their designee may communicate directly with any subcontractor as the Town of Capitol Heights deem to be necessary or appropriate. It is also understood that the successful respondent shall be responsible for all payment of fees charged by the subcontractor(s). The successful respondent shall provide a performance evaluation of any subcontractor promptly to the Town. The successful respondent must provide the majority of services described in the Scope of Work.

5.11. Confidentiality and Care of Data The successful respondent agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful respondent shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence

5.12. Legal Terms It is the policy of the Town of Capitol Heights that any contract for services requires that all legal disputes are heard in a court of law in Prince George's County, Maryland and that each party is responsible to pay for the cost of their own legal fees. The Town will not agree to terms that are not consistent with this policy.

6. Attachments

6.1 Attachment A – Towing Agreement and Schedule of Approved Fees

6.2 Attachment B – Application to Provide Tow Service

6.3 Attachment C – General Information Sheet

6.4 Attachment D – Employee Information Sheet

6.5 Attachment E – Vehicle Information Sheet

Town of Capitol Heights Application to Provide Tow Service Employee Information Sheet The below list accurately reflects the information for any and all employees who will be caused to provide any type of service with regards to any Town of Capitol Heights impounded vehicle(s). As the Owner/Manager, I do herby authorize the Town of Capitol Heights to conduct any background investigations that they deem necessary to ensure compliance with the Towing Agreement and Schedule of Approved Fees and to maintain the integrity of their towing program. Each driver/employee needs to provide their signature in order for the Town of Capitol Heights to conduct a preliminary background check.

Owner/Mgr Signature: _____ Print _____ Date: _____

PRINTED NAME	DOB	LICENSE SOUNDEX STATE	SIGNATURE

Town of Capitol Heights Application to Provide Tow Service Vehicle Information Sheet The below list accurately reflects any and all towing vehicles that will be utilized in the performance of the attached Towing Agreement for the Town of Capitol Heights. I submit that as the Owner/Manager of the towing company that all of these vehicles are properly licensed, maintained, in sound working order and meet or exceeds the safety and performance standards set forth by the Department of Transportation (DOT) and all other Federal, State or Local regulations.

Signature: _____/Print _____ Date: _____

MAKE	MODEL	YEAR	VIN	MEDALLION#

