• CRANBERRY TOWNSHIP •

POLICE

DEPARTMENT

REQUEST FOR PROPOSAL

VEHICLE TOWING AND STORAGE SERVICES

2027

2525 Rochester Road | Suite 500 | Cranberry Township | PA | 16066 |

Initial _____

REQUEST FOR PROPOSAL VEHICLE TOWING AND STORAGE SERVICES

INTRODUCTION

1. The Township of Cranberry, (the Township) is issuing this Request For Proposal (RFP) for the purpose of soliciting proposals to be an authorized tow service for Cranberry Township. The Township routinely must arrange for the removal of disabled or abandoned vehicles and the safe storage of these vehicles until they are claimed by their owners. Authorized tow services will provide on-call towing and storage of impounded private vehicles or towing, and clean-up of vehicles involved in a crash within the Township. The Township intends to authorize one or more providers for these services and seeks the most cost-effective solution based on the criteria contained in this RFP. The Township does not guarantee or imply that any specific number of tows will occur or is expected to occur for any contractor. Any request for towing, accident clean-up, or storage services by a person or entity other than the Township is outside the scope of this proposal and any resulting agreement.

2. The specifications herein have been established to provide the Township with prompt, efficient and courteous towing and storage services at reasonable and uniform costs. The Township shall have the right to thoroughly inspect and investigate the establishment, facilities, business reputation, quality of equipment, financial condition and other general qualifications of any contractor, and to reject any if it is determined that the tow service is lacking any required qualifications. During the period a contractor is an authorized contractor, the Township reserves the right to inspect, during normal business hours, the contractor's facilities and records which relate to the towing of vehicles for the Township.

3. If more than one tow service enters into an agreement with the Township to be a contractor, each contractor will rotate the on-call service in a manner established by the Police Department. The “Rotation Schedule” will be prepared by the Police Department and will endeavor to distribute on-call rotation in a fair and consistent manner. Rotation Schedules will be provided to contractors at the time of award.

4. Any reference to model and/or make/manufacturer used in this RFP is descriptive, not restrictive. It is used to indicate the type and quality desired. Proposals on items of like quality shall be considered.

5. Proposals to be an authorized contractor for the Township will be valid for not less than sixty (60) days after the date received. The Township will select the proposal or combination of proposals that, in its opinion, is/are in the best interest of the Township. The Township also reserves the right, at the sole discretion of the Township, to reject any and all proposals and to waive technicalities, but also reserves the right of evaluation, and the right to determine which proposals are deemed to be in the best interest of the Township’s residents.

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6. The original copy of the proposal, signed by an officer of the company, clearly marked "VEHICLE TOWING AND STORAGE SERVICES", is to be submitted and addressed on the outside as follows:

Cranberry Township Police Department
2525 Rochester Road Suite 500
Cranberry Township, PA 16066
Request For Proposal: Vehicle Towing and Storage Services

Proposals shall be submitted by 3:00 P.M., November 27, 2026

Proposals may also be hand delivered to the above address by the date and time specified. It is the responsibility of the contractor to deliver the proposal in accordance with the instructions contained above and/or elsewhere in the RFP. Proposals dispatched, but not received by the Township by proposal time, will be returned unopened to the contractor.

7. Confidentiality of Documents. Proposals shall be opened so as to avoid disclosure of contents to competing contractors and kept secret during the process of award. However, all proposals that have been submitted shall be open for public inspection after the proposal(s) are awarded. Trade secrets and confidential information, **as specified by the contractor**, contained in the proposals shall not be open for public inspection.

8. Contact with Township Employees. To ensure fair and objective evaluation, all questions related to this RFP should be addressed only to the person(s) named in this RFP. Contact with any other Township employee about the RFP is expressly prohibited without prior consent of the person(s) named herein. Contractors directly contacting other Township employees will risk elimination of their proposal from further consideration.

GENERAL PROPOSAL INSTRUCTIONS

1. Requestor must initial each page of the RFP, Form Agreement and Rate Sheet and must sign the form agreement. The Township will not accept unsigned proposals.

2. Proposals may be modified or withdrawn by an authorized representative of the contractor or by formal written notice, prior to the date and time specified for the opening of proposals. Proposals submitted will become the property of the Township after the proposed submission deadline.

3. No oral statement of any person shall modify or otherwise change, or affect the term or conditions or specifications stated in the agreement.

4. The Township will not pay any costs incurred by any contractor in the proposal preparation, printing, demonstration or award process. All costs shall be borne by the proposing contractor with the exception of costs associated with any Township personnel visits to the contractor's offices or other sites.

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5. Although intended to be functional in nature, the requirements outlined in this Request for Proposal represent the Township's desired specifications and performance level. Contractors are invited to take exception to any of the specifications; however, these must be noted and supported with written documentation which must be submitted fifteen days (15) days before the deadline for submittal. When exceptions are taken, the contractor is encouraged to propose alternative solutions and/or additional features in their proposals. All proposers will be informed of any amendments to this Request for Proposals.

6. The successful contractor must execute an Agreement in form and substance similar to the form agreement appended hereto.

7. The Township reserves the right to require additional technical information and negotiate all elements that comprise the contractor's proposal to ensure that the best possible consideration be afforded to all concerned. The Township reserves the right to accept all or part of any proposal, to reject any or all proposals, and to resolicit for proposals.

CONTRACTOR QUALIFICATIONS & SPECIAL INSTRUCTIONS

The successful contractor(s) will meet or exceed the following requirements as minimum qualifications:

1. Demonstrate sufficient financial stability to complete the agreement.

2. Contractors must be licensed salvors.

3. Provide references that have information on contractor's record of performance.

4. Comply with the Township of Cranberry's Business Privilege Tax, Chapter 24, Section 24-402 of the Code of Ordinances.

5. Demonstrate reserved storage capacity for vehicles towed at the direction of Cranberry Township.

6. Ability to comply with the Request for Proposal, Form Agreement, and Rate Sheet.

7. Certification of compliance with the requirements included in the specifications of this RFP and the nature, scope, and location of the work to be performed and the type of equipment necessary for successful completion of the work.

Any questions concerning this proposal should be directed to:

Lieutenant William Ahlgren
Cranberry Township Police Department
2525 Rochester Road, Suite 500
Cranberry Township, PA 16066
724-776-5180 ext. 1423

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8. Tows that are requested by the owner/operator or are upon the consent of the owner/operator (not at the direction of the police) are not covered by this Agreement.

PROPOSAL FORMAT REQUIRED SECTIONS

1. **Cover Letter** – This section should contain the name and address of the contractor and the names and telephone numbers of the individuals authorized to answer technical, rates, and/or proposal questions. The cover letter must also be signed by an officer authorized to bind the contractor to the agreement.

2. **Company History** – Describe in this section the history of your company up to the present. This should include at a minimum the ownership structure, length of time in business, business experience and organizational structure.

3. **Scope of Existing Operations** – Describe in this section the specific service areas where you provide on-call towing services, areas where you provide back-up on-call towing service, areas or companies where you provide towing services, size and location of current and proposed storage areas and any other service that your company provides.

4. **Contractor Personnel** – Describe in this section the existing number of drivers, support and office personnel currently employed by your company. Also describe any plans to expand the number of personnel to adequately service this agreement.

5. **Form Agreement Evaluation** – This section should include a copy of the form agreement provided in this package. An officer authorized to bind the company must initial each page of and sign the Form Agreement, indicating they have read and can comply with all of the stipulations contained therein. Alternate proposals to any part of this RFP must be submitted with supporting documentation fifteen (15) days before the deadline for bids.

6. **Insurance Certificate** – Contractors shall furnish a complete set of Insurance Certificates that shall be completed by an agent authorized to bind the named underwriter(s) to the coverage limits and termination provisions shown thereon for the contractor's existing operations at the time of the bid. The successful contractor will be required to update this coverage and maintain the amount and types of insurance as stated in the sample contract insuring all of the Contractor's operations.

7. **Concluding Remarks** – This section should contain any additional elaboration regarding philosophy, contractor's advantages, or other items of information that the contractor feels important to convey a clear understanding of the proposed Agreement.

REPRESENTATIVE EVALUATION CRITERIA

Successful contractor(s) will be selected based on the following factors. Award to an authorized contractor for Cranberry Township may be made without discussion with contractors after responses are received. Proposals should, therefore, be submitted on the most favorable terms.

1. The contractor's performance record in meeting the requirements of existing customers. Emphasis will be placed on the contractor's demonstrated ability to provide on-call towing services as outlined in this document.
2. The ability of the contractor(s) to provide a "turnkey" proposal.
3. Responsiveness to the specifications outlined in this RFP.
4. The level and quality of tow trucks and equipment the contractor proposes to use while fulfilling the requirements of the agreement.
5. Cost effectiveness.
6. Ability to safely provide towing services.
7. Qualifications and backgrounds of the contractor's owners and employees.

CONTRACTOR INFORMATION

The following information is requested from each contractor submitting a part of this proposal.

Name of Company: _____

DOT #: _____

Salvor License #: _____

Address: _____

_____

Email Address: _____

Primary Contact Representative

Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

☐ Individual ☐ Partnership ☐ Corporation, organized and existing under the Laws of the Commonwealth of Pennsylvania.

Does this person have binding authority to enter into agreements? ☐ YES ☐ NO

How many years has the company actively provided on-call towing services to local government? _____ Years.

How many locations has similar work been performed? Number of locations_____ .

Initial _____

[FORM]
AGREEMENT TO PROVIDE
TOW SERVICES TO THE TOWNSHIP OF CRANBERRY

THIS AGREEMENT, made and entered into effective this_____day of _____, 2026, by the Township of Cranberry, a Second Class Township, hereinafter referred to as "Township", and _____, hereinafter referred to as "Contractor".

I. TERM

This agreement begins at 12:01 a.m. on the 1st, day of January 2027, and remains in effect until 12:59 p.m. on the 31st day of December 2027.

II. SCOPE

(a) Contractor shall furnish all equipment, materials, labor and personnel for towing services, defined below, required for police ordered tows (non-consent tows). The Township does not guarantee or imply that any specific number of tows will occur or are expected to occur for any contractor. Contractors shall provide service for all requested tows in an efficient and timely manner to support the Cranberry Township Police Department. Such services shall be performed in compliance with the State and local laws, and in accordance with the specifications upon which this agreement is based, which documents are made a part hereof. If the Contractor is unable to perform tow services in a timely manner the Township may use other tow service companies.

(b) Contractor shall provide, at its own expense, all notices and services necessary to dispose of unclaimed vehicles and property in the manner provided by law.

III. DEFINITIONS

These definitions and the definitions of Title 75 Pa. C.S.A §102, as may be amended, apply to this Agreement and any appendices, unless otherwise indicated.

After Hours shall mean any non-consent tow between 1900 hours and 0700 hours, Monday through Friday and all Weekend hours.

Clean Up shall mean removal from the highway any fluid, debris, cargo or vehicle parts.

Contractor shall mean the company awarded a contract to provide Tow Service to the Township and its owners, officers, employees and agents assigned to perform work under this Agreement.

Disabled shall include electric and hybrid vehicles towed due to insufficient energy.

Holiday shall mean the twenty-four (24) hour period during which one of the following national holidays is recognized and as set forth in Appendix 1 of this Agreement:

i. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Holiday Rate is the rate that may be charged during a Holiday as set forth in Appendix 1 of this Agreement.

Impound shall mean the seizing and legal custody of a vehicle, it's parts or cargo.

Initial Response Time shall mean a verbal/data response acknowledging the call and arrival time or on-site presence from the Contractor to the 911 center or Police within 10 minutes of the call for Tow Service.

Non-Consent Tow Service means a police directed Tow Service.

On Scene Response Time shall mean the total amount of time from the call for Tow Service to arrival at the scene, not to exceed twenty (20) minutes.

Rate Sheet shall mean the maximum rates set forth in Appendix 1 to this Agreement.

Recovery shall mean the retrieval of a vehicle by mechanical means, including winching, for removal of a vehicle and/or cargo, that has overturned and is not right side up, or a vehicle and/or cargo that is greater than twenty-five feet off the roadway, or requires Special Clean Up.

Rotation Schedule is the Rotation Schedule assigned by the Cranberry Township Police Department to the Contractor at the time the contract is awarded.

Special Clean Up shall mean removal of any debris, fluid, cargo or vehicle parts, whether or not on the highway, as the result of a highway incident that requires specialty trained personnel or special equipment.

Stand-By shall mean the time that a tower is put on hold, after being requested at a roadway incident, and before towing operations commence and a minimum of one hour on-scene time has elapsed.

Storage shall mean an indoor or outdoor secure area of at least 5000 square feet, within the Tow Facility within which has reserved space for Cranberry for a minimum of ten (10) vehicles, including abandoned vehicles, with an impervious surface, security fencing at least six (6) feet high, proper signage identifying the name of the company, hours of operation, access warnings, and that is secured by manual or electronic lock.

Tow Facility is the business location of the Contractor within the Township that houses Storage, business offices, Tow Vehicles and Equipment that meet the zoning, building and land use requirements of the Township and is sufficient to support requirements of this Agreement.

Tow Service(s) means those minimum services included in the price of a standard tow service:

i. Response of a Tow Vehicle of appropriate size for the call; and
ii. Equipment to move the vehicle from its resting place to the Tow Facility; and
iii. Adequate personnel for i and ii; and
iv. Equipment, labor and materials to Clean Up debris, glass and fluids (≤ 5 gallons); and
v. Storage of the vehicle at the Tow Facility; and
vi. Protection of the vehicle from weather, damage, theft or vandalism; and
vii. A clearly written or typed, itemized invoice on the company letterhead for costs related to the Tow Service, consistent with this Agreement.

Tow Vehicles and Equipment shall mean a minimum of two vehicles, one of which must be a rollback, available at all times during the Rotation Schedule, equipped with the following items: brooms, shovels, crowbar, wheel chocks, flashlight or electric lantern, industry standard absorbent material (minimum 50 lbs.), personal protective equipment, winch, blocks, chains, jump starter, 5 gallon gas can, or other equipment as may be required by law or this Agreement. In addition, Contractor must have available Tow Vehicles for large vehicles, trucks and trailers and equipment for off road recovery.

Winching shall mean a system used to recover a vehicle from off the roadway greater than twenty-five feet.

IV. GENERAL REQUIREMENTS

1. The Contractor shall provide Tow Services 24 hours per day, 7 days per week during the Rotation Schedule.

2. Contractor shall be able to tow vehicles and combinations up to 80,000 pounds.

3. Contractor shall comply with all local, State, and Federal rules, ordinances, laws and regulations as set forth now and any enacted during the term of this Agreement. This includes but is not limited to towing and salvor laws, zoning and land use regulations, business privilege taxes, and vehicles laws.

4. Contractor must furnish copies of any certificates and/or licenses required by Local, State, and Federal rules, ordinances, laws and regulations as set forth now and enacted during the term of this Agreement evidencing the extent of their authority. Contractor shall keep its certificates and/or licenses up-to-date throughout the life of this Agreement.

5. Contractor must maintain a Tow Facility within Cranberry Township.

6. Contractor must comply with directives given by Police Department personnel during Non-Consent Tows, towing vehicles to the Tow Facility or any other locations specified by the police department for investigative purposes.

7. The Contractor will be responsible to achieve the Initial and On Scene Response Times to all calls for Tow Services under police authority, whatever the load demand. The Township has discretion to contact another contractor upon the failure to comply with the Initial Response Time or the On-Scene Response Time. If the contractor fails to furnish Tow Services as specified, this Agreement may be subject to termination by the Township, upon thirty (30) days written notice to the Contractor.

8. The Contractor and its personnel must be able to communicate with the Township Police Department and 911 Center. This may be accomplished through mobile radio dispatch base unit, and/or mobile phones with data capacity. The ability to call and text is required for each of Contractors' personnel.

9. Contractor shall submit to the Police Department a list of names, telephone, pager and cell phone numbers of the person(s) to be notified of a request for service. Contractor shall keep the list up to date throughout the life of the Agreement.

10. The Contractor agrees not to use registered or unregistered marks on clothing, vehicles, building, marketing or advertisements, or correspondence that indicate or imply any official relationship between the Contractor and the Township.

11. Contractor shall not demand or accept payments from vehicle owners except in strict accordance with the Rate Sheet attached hereto and incorporated herein.

V. CONTRACTOR'S RESPONSIBILITIES

1. Perform Tow Services.

2. Comply with the terms of the RFP and this Agreement.

3. Train all personnel – To include proficiency in recovery and transport of vehicles and cargo

4. Comply with the field instructions of the police officers. If the tow truck driver feels that his equipment is endangered, the action requested is unsafe or any directions are given contrary to the law or these regulations, the tow truck driver may request a police supervisor resolve any disputes.

5. Contractor shall strictly comply with applicable laws, including the Towing and Towing Storage Facility Standards Act, as may be amended.

6. Take all measures to reduce additional damage to the vehicle as a result of Tow Services.

7. Check the following items before moving a vehicle:

   a. Verify license number, year, make and body style of the vehicle, if possible.

   b. Assist the officer in obtaining the correct motor number and /or vehicle identification number, if warranted.

8. Remove vehicles to the Tow Facility immediately after being cleared by the Police. No inoperable vehicles may be left illegally parked in a public right of way.

9. Solicitation or referral to any service or vendor for repair, salvage, trade, purchase of a towed vehicle is strictly prohibited.

10. Fees for services, such as changing a tire, pulling a fender or bumper or starting a stalled car, are between the tow truck driver and the operator of the vehicle, and must be invoiced separately. The Police Officer will not order this service, nor will he/she become involved in such arrangements between the tow driver and the operator of the vehicle.

11. The Township reserves the right to cancel a request for services at any time, including up to the time the vehicle is secured to the Tow Vehicle, without any charge. The Contractor agrees that the mere response to a service call including arrival at the scene, without other action, does not constitute a service call where charges are applicable. No fee will be charged when the vehicle is released to the owner/operator at the scene, unless the tow truck operator secured the vehicle to the Tow Vehicle.

12. If the owner/operator or authorized person requests a vehicle to be delivered outside the Township boundary, an additional fee may be charged, subject to an agreement between the Contractor and owner/operator or authorized person. If no agreement is reached, the vehicle will be towed to the Tow Facility.

13. The Contractor is at all times responsible for supervision of personnel and safety of personnel and owner/operator.

VI. INSURANCE REQUIREMENTS

Contractor(s) shall maintain insurance as specified below in force for the duration of this contract. The required insurance must be with an insurance company licensed in the Commonwealth of Pennsylvania. Copies of insurance certificates shall be provided to the Police Department on an annual basis or when any changes in coverage occur. All insurance policies will be amended by endorsement requiring the insurance carrier to provide a written notice to the Township thirty (30) days prior to cancellation or non-renewal of insurance coverage. The Township may require proof of insurance at any time, and any lapse in coverage may result in immediate termination of this agreement. Required Insurance:

1. Automobile Liability:
   $1,000,000 Combined Single limit per accident for bodily injury and property damage.
   Additional insured status for Cranberry Township
   Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation)

2. General Liability:
   $1,000,000 each occurrence for bodily injury and property damage;
   $2,000,000 each occurrence and aggregate for products and completed operations;
   $1,000,000 general aggregate.
   Additional insured status for Cranberry Township
   Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation)

3. Garagekeepers Coverage:
   Coverage for theft to be included for vehicles or watercraft left in the care, custody and control of the contractor for storage, the personal property therein, parts, accessories and attachments of those vehicles. Self-insurance to deductibles to this coverage is not acceptable unless prior approval is obtained from the Township.
   $1,000,000 each accident – garage operations; $2,000,000 general aggregate – garage operations.
   On-Hook Coverage to be included (minimum $750,000 limit)

4. Workers' Compensation:
   Contractor shall pay or cause to be paid, without cost or expense to the Township all Social Security, Unemployment, Federal Income Withholding Taxes, and Workers Compensation coverage of all such employees and all such employee shall be paid wages and benefits as required by Federal and/or State Law.
   Employer's Liability Coverage $500,000 per accident, $500,000 disease-policy limit, and $500,000 disease each employee.
   Waiver of Transfer of Rights of Recovery against Others to Us (Waiver of Subrogation)

5. Umbrella/Excess Liability:
   $1,000,000 each occurrence
   $1,000,000 Aggregate
   This insurance shall be in excess of the coverages required above

VII. TOW FACILITY

1. The Contractor shall maintain a Tow Facility within the Township of Cranberry. The Tow Facility must have a searchable presence on the Internet.

2. The Tow Facility must be accessible during business hours within the range of 7:00 A.M. to 5:00 P.M., with a minimum of (1) evening per week with service hours until 7p.m. Hours will be conspicuously posted at the Tow Facility visible to the public from the public right of way.

The Tow Facility must be owned or leased by the Contractor. Proof of such ownership or lease interest shall be subject to inspection by the Township upon request.

3. The Tow Facility must have parking available, including at least one handicap space clearly marked with an accessible path of travel from the parking area to the office and to the storage area, free of defects with an impervious surface.

VIII. PERSONNEL

1. Contractor(s) shall have available sufficient qualified personnel for the operation of the required Tow Vehicles and Equipment and the provision of the services set forth in this Agreement, including any addenda. Each driver shall have a current driver's license as required by law. The Contractor agrees that the owners of the company or the corporate officers of the company shall be responsible for the acts of their employees while on duty, except as otherwise provided by law. Employees acting under this Agreement are exclusively employees of the Contractor.

2. The Contractor shall insure that all drivers used on Township calls are courteous and have the requisite skills necessary to perform the work under this Agreement, are neatly dressed and groomed, and wear a name tag on their uniform visible to the public.

3. The Contractor, at its own expense, shall submit to the Township, through the Cranberry Township Police Department, criminal background checks of persons employed by the Contractor that will have access to vehicles towed by the Township. New employee criminal background checks shall be submitted within thirty (30) days of hiring. Any record of a criminal conviction shall be reviewed by the Chief of Police and he shall determine if the employee may access vehicles towed for the Township.

4. The Contractor, at its own expense, shall submit to the Township through the Cranberry Township Police Department (child abuse and sexual Offender) checks of persons employed by the contractor that will have access to vehicles towed by the Township. New employee (child abuse and sexual offender) check shall be submitted within thirty (30) days of hiring. Any record returned shall be reviewed by the Chief of Police and he shall determine if the employee may access vehicles towed or provide services related to vehicles towed for the Township.

5. If Contractor interferes with a police officer's investigation or a roadway incident or crime scene, the driver may no longer perform work under this Agreement and this Agreement may be subject to immediate termination.

6. The Contractor must provide training for his/her employees specific to working on the roadway within ninety (90) days of notice of selection. New employees must receive training within (30) days of hire. Acceptable training includes the Strategic Highway Research Program SHRP 2 or equivalent, self-paced, on-line training. Proof of training under this Paragraph is subject to inspection by the Cranberry Township Police Department within three business days of the request.

7. Township public safety agencies participate in a Traffic Incident Management (TIM) team. The TIM team typically meets monthly in person or online. The contractor is required to have at least one company representative attend fifty percent of the TIM meetings.

8. Contractors shall ensure that employees wear high-visibility safety apparel that meets Performance Class 3 requirements of the ANSI/ISEA 107–2010 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear", or equivalent revisions, and labeled as meeting the ANSI 107-2010 standard performance for Class 3 risk exposure. Faded, torn, dirty, worn, or defaced apparel that reduces the equipment's performance below manufacturer's recommendations, shall be immediately removed from service and replaced.

IX. STORAGE REQUIREMENTS

1. Police Department personnel will authorize release of all vehicles subject to non-consent tows that are impounded under police authority. Contractor will be notified by the Police Department of all safeguards for handling vehicles towed pursuant to this Agreement. Vehicles are presumed to be released unless a "hold" is placed on the vehicle by the Police Department or an officer.

2. Vehicles towed on police authority for crime scene processing are to be taken to the designated location directed by police personnel.

3. Contractor shall notify the Police Department Administration prior to any searches of an abandoned and/or confiscated vehicle so that a Police Department representative may be present during any subsequent vehicle searches.

4. Any vehicle towed, stored, and marked "hold", relative to a criminal investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the Contractor, unless otherwise authorized by police personnel. Vehicles held for criminal investigation shall be stored to prevent physical contamination or degradable evidence from deteriorating by coverage of the vehicles with tarpaulin type covers, or their equivalent, or by storage in a covered facility.

5. Unless held on request of the Police, no storage fee shall be charged if the vehicle is stored for less than twenty-four (24) hours. Vehicle storage begins at the time the vehicle arrives at the Tow Facility and charges are based on each subsequent twenty-four-hour period from the time of arrival.

6. Storage shall be subject to inspection. When deemed necessary by the Township Police Department or Township Codes Department, Storage shall be subject to periodic inspections during the term of the Agreement for the purposes of determining compliance with this Agreement. Notice of any discrepancies or deficiencies found by the Police Department or Codes Department shall be submitted to the Contractor in writing, and the contractor shall remedy the same within seven (7) calendar days of receipt of such notice.

The Township, at its discretion, may suspend the Agreement until the deficiencies are cured. Upon failure of the Contractor to remedy said deficiencies, the Township may elect to terminate the Agreement.

7. The Contractor shall take reasonable steps to protect stored vehicles and all personal property contained therein, from weather, theft, damage, and vandalism. Contractor shall cover vehicles during outdoor storage if there are doors or windows that cannot be closed or damage to the vehicle that would allow weather precipitation, dust or debris to enter the vehicle. Costs charged for covering a vehicle must be consistent with this Agreement. Prior approval from the Police Department is required to remove covering of an impounded vehicle.

8. Contractor shall not remove or dismantle vehicles or parts of vehicles, nor remove or authorize removal of property from any vehicle or parts of vehicles impounded in the Tow Facility.

9. Except as provided above, Contractor shall not refuse to surrender personal property from any vehicle.

10. Under no circumstances will contractors unreasonably deny access or release of a vehicle.

X. TOW VEHICLES AND EQUIPMENT

The following are required minimum requirements for Tow Vehicles and Equipment:

1. Tow Vehicles and Equipment must be in continuous, serviceable operation.

2. Tow Vehicles and Equipment shall comply with all Local, State and Federal rules, ordinances, laws and regulations as set forth now and enacted during the term of this Agreement, and shall remain current throughout the life of this Agreement.

3. Tow Vehicles and Equipment must be in good mechanical condition and shall be subject to inspection during the term of the Agreement.

4. Tow Vehicles must be equipped to perform Tow Services during the Rotation Schedule.

5. Contractor shall display the company's name, address and telephone number painted on or otherwise permanently affixed to each Tow Vehicle.

XI. LIABILITY-HOLD HARMLESS

The successful contractor shall defend, indemnify and hold harmless the Township and all of its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any act or fault of the successful contractor in the execution of, or performance under, this agreement. Successful contractor shall indemnify and save harmless the Township from liability, claim, or demand arising out of the contractor's performance or on their part, agents, servants, customers, and/or employees. Successful contractor shall pay any judgment with costs that shall be obtained against the Township relating to any manner to contractor's performance under this agreement.

Contractor agrees to keep the Township free from any and all liens or lawsuits arising from the performance of this agreement. The contractor will indemnify and hold harmless the Township from cost, expense, attorney's fee, loss or damage resulting from any filing or enforcement of such liens or lawsuits.

Nothing contained herein shall impose any liability on the Township in the event the Township calls a contract towing service out of order or utilizes the services of any other towing services.

XII. CHARGES

Contractor charges for Tow Services provided under this Agreement shall not exceed those charges set forth in Rate Schedule, Appendix 1 unless prior approval is received, in writing, signed by a Township representative. Each vehicle or equipment towed is to be considered a separate tow.

Contractor shall charge the owner/operator or authorized person directly for all charges for Tow Services provided under this Agreement and such other charges as authorized by the owner/operator or other authorized person. It is understood that the Township shall not be charged or held liable for any charges incurred hereunder.

Contractor must, at a minimum, accept credit cards, cash and insurance checks for all Non-Consent Tow Services.

The defined term Tow Service(s) includes all activities involved in a single non-consent tow that must be included in the rates permissibly charged under this Agreement. Contractors must strictly adhere to the definitions and the rates described herein.

XIII. MISCELLANEOUS

1. WARRANTIES/GUARANTEES: The Contractor warrants and guarantees all equipment and services required under this agreement to be satisfactory throughout the life of the Agreement.

2. ASSIGNMENT: The contractor's rights and duties awarded by the agreement may not be assigned without written consent of the Township and signed by the Chief of Police.

3. DISPUTES: Any dispute arising under this Agreement, including the RFP must be submitted to the American Arbitration Association, Commercial Division within 30 days of the claim.

4. SEVERANCE: Any part, provision, representation or warranty of this Agreement, which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

5. NOTICE: Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, (d) email, or (e) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and such notices shall be addressed as follows:

If to the Township Police Department:

Cranberry Township Police Department
Attention: Lt. William Ahlgren
2525 Rochester Road Suite 500
Cranberry Township, PA 16066
william.ahlgren@cranberrytownship.org

If to the Contractor:

_____

_____

_____

Or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery, which for any notice given by facsimile shall mean notice which has been received by the party to whom it is sent as evidenced by confirmation slip.

6. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

7. ENTIRE AGREEMENT: This Agreement and all other agreements, appendices, and schedules referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement.

8. SEPARATE WRITINGS AND APPENDICES: Appendices, documents referenced herein constitute a part of this Agreement and are incorporated into this Agreement by this reference. Should any inconsistency exist or arise between a provision of this Agreement and a provision of any appendix, schedule, or other incorporated writing, the provision of this Agreement shall prevail.

9. HEADINGS: Any headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

10. COUNTERPARTS: This Agreement may be executed in counterparts by electronic mail or facsimile.

XIV. TERMINATION

Except as otherwise provided herein, this Agreement is subject to cancellation upon thirty (30) days written notice by either party without cause and without liability.

XV. EXECUTION AND EFFECTIVE DATE

This agreement shall be effective on the date stated above. All persons who have executed this document represent that they are duly authorized to do so.

ATTEST: _____

TOWNSHIP OF CRANBERRY
BY: _____

ATTEST: _____

CONTRACTOR
BY: _____

ATTEST: _____

CHIEF OF POLICE
BY: _____

Appendix 1 Maximum Rates and Fees – Non-Consent Tow Services

Type	Maximum Fee	Description
Motor vehicle and motorcycles, up to 10,000 pounds.	$95 Flat fee plus consumables at contractor's rate	Disabled on the highway; no towing required. Ex. Out of gas, dead battery Any consumables utilized by contractor to assist a motorist such as fuel, DEF etc. will be an additional charge at the contractor's rate.
Motor vehicles up to 80,000 pounds.	$140 Flat fee plus consumables at contractor's rate	Disabled on the highway; no towing required. Ex. Out of gas, dead battery Any consumables utilized by contractor to assist a motorist such as fuel, DEF etc. will be an additional charge at the contractor's rate.
Type	**Maximum Fee**	**Description**
Vehicle, passenger cars, light trucks, motorcycles, scooters and trailers up to 10,000 pounds per vehicle.	$220 Flat fee	Abandoned, Disabled, Stolen, Impounded, Collision, including cargo. **See: Tow Service(s)** definition. Transport outside the boundaries of Cranberry Twp. only upon agreement by the Contractor and the Owner/Operator or authorized person at the Contractor's rate. (Boundary to destination and back to Twp. boundary)
Storage	$25 / day	Starts 24 hours after vehicle arrives at Tow Facility unless Police request a hold on the vehicle. **Contractor may charge for a max. 20 days.**
Storage Protection	$5 / day	Use of tarps or other means collectively, to protect a vehicle interior or load from precipitation, dust or debris.
Recovery	$75/ hour ¼ hour increments	Overturned, winching or other operations >25 ft. off roadway. To include necessary equipment for maneuver up to 100ft. (>100Ft. Contractors rate) May be charged in addition to Tow Service if required. **Minimum 1 hr.**
Extra vehicle	$75 / hour ¼ hour increments	To augment recovery that cannot otherwise be completed. Includes extra Personnel. May be charged in addition to Tow Service, if required. **Minimum 1 hr.**
Extra Personnel	$75 / hour ¼ hour increments	To augment recovery that cannot otherwise be completed by a single tow operator. May be charged in addition to Tow Service, if required. **Minimum 1 hr.**

Initial _____

Appendix 1 Maximum Rates and Fees – Non-Consent Tow Services

Type	Maximum Fee	Description
Medium trucks, Buses and trailers 10,001 to 26,000 pounds per vehicle. GVWR or Gross Weight	$290 Flat fee	Abandoned, Disabled, Stolen, Impounded, Collision, including cargo. See: Tow Service(s) definition. Transport outside the boundaries of Cranberry Twp. only upon agreement by the Contractor and the Owner/Operator or authorized person at the Contractor's rate. (Boundary to destination and back to Twp. boundary)
Storage	$35 / day	Starts 24 hours after vehicle arrives at Tow Facility unless Police request a hold on the vehicle. Contractor may charge for a max. 20 days.
Storage Protection	$10 / day	Use of tarps or other means collectively, to protect a vehicle interior or load from precipitation, dust or debris.
Recovery	$100 / hour ¼ hour increments	Overturned, winching or other operations >25 ft. off roadway. To include necessary equipment for maneuver up to 100ft. (>100Ft. Contractors rate) May be charged in addition to Tow Service if required. **Minimum 1 hr.**
Extra vehicle	$75 / hour ¼ hour increments	To augment recovery that cannot otherwise be completed. Includes extra Personnel. May be charged in addition to Tow Service, if required. **Minimum 1 hr.**
Extra Personnel	$75 / hour ¼ hour increments	To augment recovery that cannot otherwise be completed by a single tow operator. May be charged in addition to Tow Service, if required. **Minimum 1 hr.**

Initial _____

Appendix 1 Maximum Rates and Fees – Non-Consent Tow Services

Type	Maximum Fee	Description
Heavy trucks, buses and trailers 26,001 to 80,000 pounds. Single units or combinations	$385 / hour ¼ hour increments	Abandoned, Disabled, Stolen, Impounded, Collision, including cargo. **See: Tow Service(s)** definition. Transport outside the boundaries of Cranberry Twp. only upon agreement by the Contractor and the Owner/Operator or authorized person at the Contractor's rate. (Boundary to destination and back to Twp. boundary)
Storage	$50 / day	Starts 24 hours after vehicle arrives at Tow Facility unless Police request a hold on the vehicle. **Contractor may charge for a max. 20 days.**
Storage Protection	$10 / day	Use of tarps or other means collectively, to protect a vehicle interior or load from precipitation, dust or debris.
Recovery	$200 / hour ¼ hour increments	Overturned, winching or other operations >25 ft. off roadway. To include necessary equipment for maneuver up to 100ft. (>100Ft. Contractors rate) May be charged in addition to Tow Service if required. **Minimum 1 hr.**
Extra vehicle	$75 / hour ¼ hour increments	To augment recovery that cannot otherwise be completed. Includes extra Personnel. May be charged in addition to Tow Service, if required. **Minimum 1 hr.**
Extra Personnel	$75 / hour ¼ hour increments	To augment recovery that cannot otherwise be completed by a single tow operator. May be charged in addition to Tow Service, if required. **Minimum 1 hr.**
Type	**Maximum Fee**	**Description**
Administrative Fee	Actual Cost	Actual costs incurred to process an abandoned vehicle.
After Hours	$25	Additional fee for Non-consent tow request during the hours of 7PM – 7AM, Monday through Friday and all Weekend hours.
Holiday	$25	Additional fee added to Maximum Fee during the 24-hour period, 12:00 AM to 11:59 PM, on the day of a Holiday.
Special Clean-up		Spilled cargo clean-up, removal, storage and disposal will be at the contractor's rates and is in addition to normal clean up. Must be itemized on invoice.
Stand-By	$50 / hour ¼ hour increments	Time tower is placed on hold, after arrival, when tower is not permitted to start Towing Operations and after one hour of on-scene time has elapsed.
Hybrid or Electric Vehicles	$25	Additional fee added to Maximum Fee when towing a Hybrid or Electric Vehicle

Initial _____