

REQUEST FOR PROPOSALS
BOROUGH OF YOUNGWOOD

Request for Proposals will be received by the Council of the Borough of Youngwood at 17 S. 6th Street, Youngwood, Westmoreland County, Pennsylvania 15697, until 12:00 P.M., on November 29, 2021 and opened and read on November 29, 2021 at the 7:00 P.M. Agenda Meeting for the following:

**Tower/Salver to furnish twenty-four (24) hour towing
Service to the Borough of Youngwood**

Copies of the information for bidders; Agreement and duties may be obtained for bidding purposes from the Youngwood Borough Office at 17 S. 6th Street, Youngwood, Westmoreland County, Pennsylvania, 15697.

No proposal may be withdrawn for a period of fifteen (15) days once filed with the Borough of Youngwood. The Borough of Youngwood reserves the right to reject any and all proposals and to waive any informality in the proposal received.

Diane M. Schaefer
Borough Manager

Dated:

AGREEMENT FOR TOWING OF VEHICLES ONE TON AND OVER

THIS AGREEMENT entered into on this _____ day of _____, 2021, by and between THE BOROUGH OF YOUNGWOOD, a Municipal corporation with offices located at 17 S. 6th Street, Youngwood, Westmoreland County, Pennsylvania, 15697, hereinafter referred to as “BOROUGH”

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_____, a Towing Company with offices located at _____, Pennsylvania _____, hereinafter referred to as “Tower”.

WHEREAS, Tower is desirous of performing the aforesaid duties in the capacity as an Independent Contractor and shall provide the aforesaid services to the Borough at the rate described within Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, the Tower/Salver will provide twenty-four (24) hour tow service to the Borough; and

WHEREAS, Tower/Salver has submitted a proposal to perform the aforesaid duties and obligations of the above offices;

WHEREAS, it is the intention of Borough and Tower/Salver to enter into a relationship whereby Tower/Salver will become an independent contractor for the purpose of acting as the Borough Tower/Salver and to perform those duties as set forth in Exhibit “A”, attached hereto and incorporated herein;

WHEREAS, it is the intention of Borough and Tower/Salver to enter into this Agreement so that the terms and conditions of the relationship are more specifically set forth.

In consideration of the mutual promises herein, both parties intending to be legally bound, it is mutually agreed by and between the parties as follows:

SECTION 1. RELATIONSHIP OF PARTIES.

Borough and Tower/Salver agree that Borough will retain Tower/Salver to perform the duties of Borough Tower/Salver for vehicles over one ton in weight. The Borough and Tower/Salver agree that Tower/Salver will be retained as an independent Contractor. Tower/Salver duties shall specifically exclude all clean-up activities. All clean-up activities and site restoration shall be the responsibility of the responding Volunteer Fire Department and as such the Tower/Salver may not collect insurance proceeds for these activities. Tower/Salver agrees to devote substantial productive time, attention and energies to the duties and responsibilities of the position of Borough Tower/Salver and Tower/Salver shall assume and perform the responsibilities and duties as set forth under Exhibit "A", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT

Borough hereby retains Tower/Salver for a period of one (1) year beginning the _____ and ending _____. Both parties agree that this Agreement may be terminated by either party giving thirty (30) days written notice to the other party. Neither party will be under any obligation to give an explanation or reason for termination except to provide the written notification and specific effective date of termination under this section.

SECTION 3. COMPENSATION

Tower/Salver will not receive direct compensation from the Borough. The Tower/Salver will be permitted to assess the fees as described in Exhibit "A" directly to the individual for which he is towing their vehicles. The Tower/Salver is prohibited from charging rates in excess of the rates set forth in Exhibit "A". A violation of this section shall be grounds for an immediate termination of this contract.

SECTION 4. TAXES

Tower/Salver shall be responsible for payment of all federal, state, and local taxes and agrees to act in compliance with all Federal, State and Local laws, rules and regulations in connection with such payments.

SECTION 5. LICENSOR

Tower/Salver shall provide to the Borough at the time of signing this Agreement as copy of the Tower's/Salver's Certificate of Authorization to Tow, Store and Dispose of Abandoned Vehicles License issued by the Pennsylvania Department of Transportation.

SECTION 6. INSURANCE AND INDEMNIFICATION

Tower/Salver shall purchase and maintain all appropriate insurance coverage including but not limited to automobile liability coverage, garage keepers insurance coverage and shall maintain all insurance coverage with insurance carriers authorized to do business in the Commonwealth of Pennsylvania and reasonably satisfactory to Borough.

Tower/Salver agrees to indemnify and hold Borough harmless from all claims for bodily injury, property damage and any other claim that may arise from Tower's obligations and duties under this Agreement as set forth in Exhibit "A", however, Borough agrees to indemnify and hold harmless Tower/Salver from all claims for bodily injury, property damage and any other claim

that may arise from Tower/Salver's obligations and duties under this Agreement as long as Tower/Salver is acting and performing in the lawful discharge of his duties under this Agreement. The Borough agrees to provide an appropriate defense to Tower/Salver until the final termination of any proceedings instituted against Tower/Salver.

If for any reason the Tower/Salver insurance becomes cancelled or terminated during the term of this Agreement and Tower/Salver does not notify the Borough immediately upon notification of the termination and/or cancellation of the insurance coverage the Tower/Salver's Agreement will be terminated between the Tower/Salver and the Borough immediately and the Tower/Salver will not be permitted to form a subsequent agreement for tow services in the Borough for a minimum of one (1) year.

SECTION 7. NOTICE

Any notices to be given to the parties pursuant to this Agreement shall be sufficiently given if sent by the respective party by Registered or Certified Mail addressed to the other party at the address or addresses set forth in the pre-amble to this Agreement or such other address or addresses as the party shall designate in writing to the other respective party.

SECTION 8. INTEGRATION

This Agreement embodies the entire understanding of the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by the respective parties.

SECTION 9. ASSIGNMENT

This Agreement may not otherwise be assigned by either party without the prior written consent of the other party.

SECTION 10. **OTHER AGREEMENTS**

This Agreement supersedes all previous agreements, oral or written, between the parties.

SECTION 11. **MISCELLANEOUS**

Tower/Salver shall conduct his business as an Independent Contractor. This Agreement is not intended to and shall not be interpreted to create any employment, partnership, joint venture or other business association between Tower/Salver and Borough other than the contractual relationship set forth herein. Tower/Salver shall be an Independent Contractor only.

The waiver by Borough of any breach of any provision of this Agreement by Tower/Salver shall not operate or be construed as a waiver of any subsequent breach by Contractor.

In the event a court shall invalidate, either in whole or in part, any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect and shall be severed from the section or sections, article or articles, deemed invalid.

The headings to the Sections have been used only for convenience and constitute no part of this Agreement and shall not be used to construe or interpret this Agreement in any manner.

This Agreement may be executed in one or more counter-parts, each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

SECTION 12. **JURISDICTION**

This Agreement is deemed to have been entered into in the Commonwealth of Pennsylvania and its interpretation, construction and remedies for enforcement or breach shall be according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date hereinafter set forth.

ATTEST:

BOROUGH OF YOUNGWOOD

By _____

Borough Manager

Council President

WITNESS:

By _____