



REQUEST FOR PROPOSAL

Towing Contractor

**City of Jennings
2120 Hord Avenue
Jennings, MO 63136
(314) 388-1164
www.cityofjennings.org**



**CITY OF JENNINGS
REQUEST FOR PROPOSALS**

Towing Contractor– RFP #02-19

The City of Jennings is seeking proposals for a Towing Contractor to provide City Authorized Tows, City Vehicle Authorized Tows, Police Authorized Tows and Private Request Tows within City limits. Provide towing services with either a flatbed or swing truck. Respond to location(s) within 15 -30 minutes of being called. Work late at night or early morning hours, including weekends and holidays.

Bid specifications may be obtained from Jennings City Hall, 2120 Hord Avenue, Jennings, Mo., 63136, or via the City’s website (www.cityofjennings.org) on or after April 16, 2019, between the hours of 8:30 a.m. and 5:00 p.m. (CST).

Sealed bids proposals shall be delivered to the above address no later than 11:00 a.m. CST, May 17, 2019, at which time they will be publicly read aloud in the Council Room at City Hall.

One original and ten (10) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must clearly identify the contractor and be addressed to the City at the location listed above.

Facsimile (“fax”) machine transmitted proposals will not be accepted, nor will the City transmit the RFP documents to prospective Contractors via fax or any other electronic means.

The Jennings City Council reserves the right to reject any and all bids and to waive all irregularities. A final decision on the award of the bid will be made by the City Council.

Please contact, Deletra Hudson, City Clerk, at 314-388-1164 or cityclerk@cityofjennings.org if there are any questions are to request additional information.

A. OVERVIEW

1. REQUEST FOR PROPOSALS

The City of Jennings, (hereinafter known as the “City”), St. Louis County, Missouri, is seeking sealed bid proposals for a Towing Contractor to provide City Authorized Tows, City Vehicle Authorized Tows, Police Authorized Tows and Private Tows within the City limits.

The City is furnishing herein a set of specifications by which such proposals shall be considered (See Exhibit A). Any firm, (hereinafter “Contractor”), desiring to furnish a quotation for such services shall submit proposals following the instructions and format of the attached Request for Proposal (RFP) documents.

2. PROPOSAL DELIVERY PROCEDURES

Sealed proposals shall be delivered to:

Deletra Hudson, City Clerk
Jennings City Hall
2120 Hord Avenue
Jennings, Missouri 63136

No later than 11:00 a.m. CST, on May 17, 2019. Sealed envelopes should be clearly labeled “Sealed Proposals for towing services”, with the contractor’s name on the envelope. One original and ten (10) photocopies of the proposal shall be furnished. If sent by mail, the sealed envelope containing the proposals must be enclosed in another envelope addressed to the City at the location stated in this paragraph.

Proposals received prior to the time of opening will be securely kept, unopened. No responsibility shall be attached to the City for the premature or non-opening of a proposal not properly addressed and identified.

Proposals arriving after the above specified time, whether sent by mail, courier or in person, shall not be accepted. These proposals will either be refused or returned unopened. It is the contractor’s responsibility for timely delivery regardless of the method used. Mailed proposals delivered after the specified time will not be accepted regardless of the postmarked date or time on the envelope.

Facsimile (“fax”) machine transmitted proposals shall not be accepted, nor will the City transmit the RFP documents to prospective contractors via fax or any other electronic means, except for any addenda issued as specified in section A.6 of this RFP.

3. WITHDRAWALS, DECLINATIONS

If a contractor wishes to withdraw a proposal, the contractor shall submit a written notification of such action to Deletra Hudson no later than the time of opening as specified in section A.4 below.

4. PROPOSAL OPENING PROCEDURES

The opening of all proposals shall commence after 11:00 a.m. CST, on May 17, 2019, at the Jennings City Hall, 2120 Hord Avenue, Jennings, Missouri.

5. COMPETENCY OF CONTRACTORS

The City reserves the right to determine the competence and financial and operational capacity of any contractor. Upon request by the City, the contractor shall furnish additional evidence as may be required by the City (beyond that which is required in response to the RFP) to evaluate contractor's ability and resources to accomplish the services required by the specifications herein. The City shall be the sole and final judge of such competency, and its decision shall be final and not subject to recourse by any person, firm or corporation.

6. PRE-PROPOSAL MEETING

A pre-proposal meeting will NOT be held for this project.

Any questions that arise after receipt of the RFP shall be directed in writing to:

Deletra Hudson, City Clerk
Jennings City Hall
2120 Hord Avenue
Jennings, Missouri 63136

The written questions, along with the City's responses, shall be circulated to all known potential contractors of record who hold RFPs without identifying the party submitting the questions. The cut-off for receipt of written questions shall be April 22, 2019, at 12:00 p.m. CST, in order to facilitate the preparation of an addendum. No inquiry received after that time will be given consideration. Replies and/or addenda, in response to written questions, will be emailed to all known potential contractors by April 24, 2019. Receipt of any addenda must be acknowledged as part of the proposal. The City shall not assume responsibility for the receipt by the contractor of any addenda.

7. RFP PACKAGE

Each potential Contractor is instructed to check its RFP package to ensure that it has received a complete RFP package, which consists of the following sections:

- A. Overview
- B. General Instructions
- C. General Information
- D. General Specifications

Appendices:

Appendix A	Company Information Sheet
Appendix B	Request for Price Quotation
Appendix C	Reference Schedule
Appendix D	Equipment
Appendix E	Bid Specifications

8. INVESTIGATION BY POTENTIAL CONTRACTOR

It shall be the responsibility of the contractor to thoroughly read and understand the information, instructions, and specifications contained in this RFP. Contractors are expected to fully inform themselves as to the conditions and requirements of the services to be provided. Failure to do so is at the contractor's own risk. No plea of error or plea of ignorance resulting from contractor's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City. The City will assume that submission of a proposal means that the contractor has familiarized itself with the conditions and requirements and intends to comply with them unless specifically noted otherwise.

9. REJECTION; WAIVERS

The City reserves the right to reject any and all proposals; waive formalities, technical requirements and/or deficiencies and irregularities; solicit new proposals, or further negotiate with the contractor of its choice if some other manner of negotiation better serves the City's interests. The City reserves the right to award the contract to the contractor that, in the City's judgment, best serves the needs and interests of the City and its residents at the lowest price.

10. PROPOSAL SECURITY

Each proposal shall be accompanied by proposal security, which shall be in the form of a bond, certified check or a bank cashier's check in the amount of one thousand dollars (\$1,000.00). Proposals submitted without the required security shall be rejected.

After formal written notification by the City that a contract award decision has been made, the proposal security of the successful contractor shall be forfeited to the City in the event that the contractor shall withdraw its proposal, or neglect or refuse to enter into a contractor post the required performance bond, and the contractor shall be liable for any damages the City may thereby suffer.

Proposal securities shall be released as follows:

- (a) The successful contractor's security shall be retained until the contract has been signed and the required performance bond has been furnished.
- (b) Proposal securities of the second and third proposing contractors shall be held until the successful contractor's performance bond has been furnished, at which time the securities will be promptly returned to the unsuccessful contractors.
- (c) All other proposal securities shall be released upon selection of the top three contractors.

B. GENERAL INSTRUCTIONS

1. PROPOSAL PACKAGE

It is intended that the specifications in this RFP shall become part of an exclusive written and signed contract, with the successful respondent, agree to provide towing services and ongoing for the City of Jennings. The City reserves the right to further negotiate the terms of any Agreement to provide all or part of the services contained in the RFP.

2. FORMAT FOR SUBMISSIONS

A properly prepared proposal shall consist of:

- 1) a valid proposal security
- 2) company information (Appendix A)
- 3) request for price quotation sheet (Appendix B)
- 4) reference schedule (Appendix C)
- 5) equipment specification (Appendix D)

Proposals should also contain a signed cover letter of submittal on the Contractor's letterhead. The signed cover letter accompanying the proposal must be from any officer or employee having the authority to bind the contractor by signature. Failure to submit all of the required information may result in the disqualification of the Contractor from consideration. Contractors may be asked to provide additional information or give an oral presentation of their proposal later.

All price quotation sheets and schedules must be correctly filled in, using ink or entered in a typed form. Any erasure or error corrections must be initialed in ink. All forms requiring signatures must be properly signed in ink in the proper spaces. If the contractor is unable to provide a quotation on a given commodity or service alternative, each relevant item on the price quotation sheet must have the words "No quotation" entered thereupon.

3. MINIMUM SPECIFICATIONS: DEVIATIONS

The specifications included in this package shall be considered the minimum standards expected of the contractor. The specifications are not intended to exclude potential contractors. Contractors may indicate alternatives to these specifications if the proposed changes are equal to or greater than what is required by these specifications. Contractors are encouraged to provide options for enhancing the proposed recycling/education program.

All alternatives shall be separately listed, and justification shall be stated for such alternatives. If the contractor is unable to meet any of the specifications contained herein, it shall also separately list all requested deviations from the specifications, and justification shall be stated for such deviations.

If a contractor does not indicate alternatives to or deviations from the specifications, the City shall assume that the contractor shall fully comply with those specifications. The City shall be the sole and final judge of compliance with the specifications.

The City further reserves the right to determine the acceptability or unacceptability of any and all alternatives and deviations contained therein prior to reaching a decision on the awarding of a contract. The City shall be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service. This decision is final and shall not be subject to recourse by any person, firm or corporation.

4. EXAMINATION OF SERVICE AREA

Contractors shall completely inform themselves of all the conditions under which service is to be performed, the service area and all other relevant matters pertaining to the service required to be provided under the enclosed specifications including, but not limited to, hours of operation, and all other factors which would affect execution and completion of the work covered by this RFP.

5. CONTRACTOR INFORMATION

The contractor shall furnish the following information (Appendix C, Schedule).

- (a) A list of areas or municipalities in the State of Missouri for which the contractor furnishes or towing services over the period of at least the last three years (Appendix C, Schedule 1).
- (b) A contractor qualification statement (Appendix C, Schedule 2). If one or more subcontractors are proposed, a subcontractor qualification statement shall be submitted for each subcontractor (Appendix C, Schedule 3.).

A contractor should use extra copies of schedules or supplemental sheets as necessary to supply information.

6. EVALUATION CRITERIA

The City will evaluate proposals with regard to qualifications and experience, ability to provide services within the identified time schedule, equipment, services offered, support of the City’s mission, proposed enhancements to the specifications and cost of services. The City reserves the right to reject any and all proposals or to waive any irregularities or deviations and substitutions must be clearly annotated. The selected contractor will have submitted the proposal that is in the best interest of the City. If a proposal does not satisfy the minimum requirements as set forth in this RFP, the proposal may be disqualified from further consideration at the discretion of the City.

7. USE OF CITY’S NAME

Proposers or the selected contractor are specifically denied the right of using, in any form or medium of the name of the City of Jennings for public advertising, unless express written permission is granted by the Mayor of the City of Jennings or his/her designated representative.

8. TIME SCHEDULE

The City expects to adhere to the following time schedule:

* Issue RFP:	April 16 ,2019
* Deadline for Receipt of Written Questions:	April 22, 2019
* City Response/Addenda to be sent by:	April 24, 2019
* Proposals Due By:	May 17, 2019
* Opening of Proposal:	May 17, 2019, 11:00 a.m.
* Regular Council Meeting:	June 24, 2019, 7:00 p.m.
* Award of Contract:	June 25, 2019
* Commencement of Contract Services:	July 1, 2019

C. GENERAL INFORMATION

1. PURPOSE OF THIS SECTION

Descriptions of the towing services and supplies are provided only as orientation. Section C of this RFP are the City requirements for the contract that may be let and are not necessarily duplicative of the current programs.

2. DESCRIPTION OF THE RESIDENTIAL AREA OF THE CITY

The City of Jennings is an established community located in St. Louis County. The contract for services shall be limited to service Jennings City Hall, Civic Center, Public Works Department and Police Department.

The number of pieces of equipment is approximate and it shall be the responsibility of the contractor to become familiar with the City's needs.

D. GENERAL SPECIFICATIONS

1. INTENT

It is the City intention to obtain a towing contract to provide towing service to the City of Jennings and a proactive and prompt towing agreement of vehicles upon the direction of the Police Department, Building Department and Public Works Department of the City of Jennings. The intent of this RFP is to ensure that any such operation problems are corrected within twenty-four hours of notice (except in emergency situations and as noted in the contract).

2. SCOPE OF WORK

The City of Jennings will need towing service to provide 24/7 availability 365 days a year. Respond to locations(s) within 15 minutes to 30 minutes of being called. Work under adverse conditions such as inclement weather or hostile/ dangerous situations. Change tire's tow any City vehicle that is disabled within a radius of thirty (30) miles of City limits without charging the City. Provide tow-trucks to locations in a timely manner. The towing service shall make available wreckers capable of towing large tractor/trails and buses, passenger cars and light trucks as detailed in this RFP.

3. REQUIRED SERVICE

- A. City Authorized Tows
- B. Police Authorized Tow
- C. Private Request Tows
- D. City Vehicles Tows
- E. Wreckers shall be maintained in good condition and be available twenty – four (24) hours a day, seven (7) days a week.
- F. Storage area. Towing service shall provide plans showing sufficient area, controlled by the towing service for the storage of abandoned and delict vehicles towed at the request of the City.
- G. Garage employees who drive vehicles must have a driver's license with no restrictions or conditional endorsement, except condition requiring glasses.
- H. Services, equipment, and personnel shall be subject to the inspection and approval of the State of Missouri.

1. DURATION AND SCOPE OF CONTRACT

Term of Contract to be three (3) years, commencing July 1, 2019, to December 31, 2022, with the option for two 1-yr extensions.

The City shall have the option to renew the term of the contract annually twice after the expiration of the original agreement. The City must exercise the said option by notice in writing to the contractor no later than thirty (30) days prior to the expiration of the term of the contract. In the event of such extension, all terms and conditions of the contract shall be in full force and effect during the extension period, subject to the following:

- (a) The rates to be paid to the contractor during the extension period shall be as listed on the price quotation sheet (see Appendix B).
- (b) The contractor shall post with the City a Performance Bond procured at his expense for the period of extension and the amount of the Performance Bond shall be in the amount of twenty-five (25) percent of the projected annual compensation resulting during the extension period.

2. CONTRACTOR TRANSITION

Should the City choose a different contractor at the expiration of this contract, the contractor shall agree to cooperate with the chosen contractor in effecting an orderly transition.

Successful contractor shall not commence services described herein until written notification to proceed has been issued by the City.

3. WITHDRAWAL OF BIDS

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the City in writing of its withdrawal. The notice must be signed by an appropriate authorized official of your firm. Your firm may thereafter submit a new or modified proposal, provided that it is received at the City no later than the deadline.

4. QUANTITIES

The quantities or usage shown are estimates, ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may be or may not be purchased from any resulting contracts. These quantities are for bidder's information ONLY and will be used for tabulation and presentation of a bid and the City reserves the right to increase or decrease quantities as necessary.

5. QUALITY

Equipment should be of the best quality and best grade of workmanship.

6. DEFAULT PROVISION

In case of default by the bidder or contractor, the City of Jennings may procure the products or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

7. COMPLIANCE WITH LAW

All goods or equipment bids shall comply with all applicable Federal, State, and local laws relative thereto, including all safety related items as required by the Federal Occupational Safety and Health Act (OSHA). The successful bidder shall defend actions or claims brought and hold harmless the City from loss, cost or damage by reason of actual or alleged violations of Federal, State or local law and the design or manufacturing of equipment and/or materials.

8. INSPECTION EXPENSES

Should it be required that City personnel travel outside of the St Louis metropolitan area to inspect equipment, all expenses covering such travel shall be at the expense of the bidder.

9. FAILURE TO QUOTE

If a bidder chooses not to submit a bid, the City requests the return of the bidding documents, please state reason thereon, and request that your name is retained on our bidder's list. Failure to respond may result in bidder's name being removed from our bid mailing list.

10. TAXES

The City of Jennings, Missouri is exempt from Federal Excise Tax and Missouri Sales Tax and same shall not be charged to the City.

11. ENDORSEMENT PROHIBITION

The successful bidder is specifically denied the right of using in any form or medium the name of the City for public advertising unless express permission is granted by the City Council of Jennings.

12. WARRANTIES AND REPRESENTATIONS

Contractor warrants that the goods and services furnished under the agreement shall conform to the requirements of the agreement (including all descriptions, specifications, and drawing made a part of) and such goods will be merchantable, fit for their intended purposes, free from defects in material and workmanship and fit for their intended purposes. Contractor will, at its sole cost and expense, promptly perform any and all corrections of error that occur as a result of its own, its contractors' or subcontractors' negligence, make any corrections and modifications to the systems necessary or desirable to cure any non-conformity with the specifications, and repair said system or components so as to remedy any defects in material and/or workmanship.

To the extent that third-party manufacturers have made any warranties or other commitments regarding products or services that the contractor has included in its bid to the City, the contractor will assign to the City all of such manufacturer's warranties and commitment, and/or take such action as may be necessary to ensure that the City is entitled in full to all manufacturer's warranties.

13. DELIVERY, INSURANCE, TITLE

Delivery - The equipment will be delivered to the City of Jennings in strict conformance with the agreed upon schedule.

Insurance - Contractor will assume full responsibility for ensuring the equipment in transit and dealing with transportation carriers to ensure delivery of shipments, to locate missing or late shipments, to resolve to bill for transportation charges and to submit and to resolve all insurance claims arising from damage to its shipments.

Transportation Costs - All transportation charges on equipment will be prepaid by the contractor and will be added as separate charge on contractor's invoice to the City., except (a) contractor will bear the cost of transportation of equipment shipped for mechanical replacement purposes; (b) contractor will bear the cost of transportation for equipment failure, whether for convenience or at the City's demand; and (c) contractor will bear the cost of transportation for equipment removed as a result of default by contractor of any of the terms and conditions of the agreement.

14. EQUIPMENT, TOOLS, SUPPLIES

Contractor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. Contractor is not required to purchase, rent or hire any equipment, tools supplies, offices, transportation, personnel, insurance or instrumentalities from the City. The City has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

15. INDEMNITY OBLIGATIONS OF CONTRACTOR

To the fullest extent permitted by law, contractor agrees to protect, indemnify, defend and hold the City, officers, employees, agents and representatives and each of their successors and assigns harmless from and against any and all losses, claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by contractor, contractor's employees, subcontractors, agents, representatives or assigns (collectively, "Contractor's Agents") in the performance or non-performance of the professional services required to be performed by Contractor under the Agreement; or (c) the City enforcement of its rights under this indemnity provision. Contractor agrees that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event, both the City and contractor are named as defendants in the same civil action, and the City determines that a conflict of interest exists between the parties, contractor will agree to provide, at its own cost, independent counsel for the City. The City may, at its option, designate its Special Counsel as equal participating counsel in any litigation wherein Contractor defends the City.

Contractor will defend, indemnify and hold harmless City (its officers, agents, and employees as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages or any expenses or costs whatsoever to the City, including reasonable attorneys' fees and costs, as a result of any claims, demands, damages, costs or judgments against the City based on allegations that, as a consequence of the services rendered hereunder, any program or software designed, developed, amended, merged or restructured, or any part thereof, alone or in combination with other programs or software, infringes on any patent or copyright or misappropriates a trade secret. If any such program or software or any part thereof is held to constitute an infringement or misappropriation of third party intellectual property rights, and use of the program or software is enjoined, contractor will, at its own expense, either (1) procure for the City the right to continued use the program or software or part thereof (2) replace the program or software with a non-infringing replacement, provided that such replacement does not compromise performance and otherwise meets the City's specifications or (3) modify the program or software to make it non-infringing, provided that such modification does not compromise performance and otherwise meets the City's specifications.

16. INVOICING FOR SERVICES

The contractor shall be required to invoice the City for services. The City will pay invoices on a net 30-day basis if applicable.

17. SERVICE AND COMPLAINTS

The contractor shall maintain a toll-free phone number for the transaction of business, including receipt of service calls or complaints and shall be available for such calls on all working days between the hours of 8:00 a.m. to 5:00 p.m. (CST). Any complaint must be given prompt and courteous attention. The contractor shall answer the phone promptly and process complaints quickly without requiring callers to spend long periods on hold while waiting for their calls to be handled.

Service shall be provided in a workmanlike manner. Contractor is responsible for immediately addressing and restoring any loss of services or malfunctioning equipment.

18. PENALTIES

The contractor shall forfeit the sum equal to 2% of the Performance Bond as liquidated damages to the City for each and every day that the contractor shall fail to comply with the provisions of this contract and all documents incorporated herein.

19. ASSIGNMENT OR TRANSFER OF CONTRACT

The contract shall not be assignable or transferable by the contractor, nor shall any service be performed by a subcontractor for the contractor without the consent, in writing, of the City. Any subcontractor(s), and its role in providing services to the City, shall be identified in the proposal.

20. CONTRACT AMENDMENT

Any contract entered into by the contractor and the City of Jennings cannot be modified or changed without the written consent of both parties.

21. CONTRACT TERMINATION

The City shall have the right to revoke the contract upon thirty (30) days written notice to the contractor for failure to perform the required services in the sole opinion of the City.

In the event the contractor fails to install agreed upon services and/or address for any five (5) day period as provided herein, the City is authorized to execute against the Performance Bond and the thirty (30) day notice provision will thereby be waived, the City having the immediate right to terminate the contract without further notice to Contractor, except for the acts of God that prevent collection.

The City may elect to terminate the contract without cause upon thirty (30) days written notice to the contractor.

22. COMPLIANCE

The contractor shall obtain an annual permit from the City of Jennings prior to the collection, transportation, processing, or disposal of solid waste within the corporate limits of the City.

23. PERFORMANCE BOND

The contractor shall also furnish to the City a Performance Bond in favor of the City, specified by name, in the amount of twenty-five (25%) percent of the projected annual compensation to be paid to the contractor.

The Performance Bond guaranteeing performance shall remain in effect for the term of the Agreement and shall be delivered upon contract execution. A new Performance Bond shall be delivered to the City at least thirty (30) days prior to the expiration date of an existing bond.

24. INSURANCE

Comprehensive General Liability Insurance – The contractor shall obtain and maintain in force during the term of the contract, at his own expense, for all vehicles, equipment, and personnel used in the work covered by the contract, whether used and employed by the contractor or sub-contractor, liability insurance in a sum of not less than \$1,000,000.00 per occurrence. Said insurance shall specifically name the City of Jennings as an additional insured party under said policies and include the endorsement, and said insurance shall be carried in a firm or corporation which has been duly licensed or permitted to write insurance in the State of Missouri and said policy will not be altered, amended or terminated without thirty (30) days’ notice having been given to the City of Jennings. Any approved sub-contractor shall be subject to all the conditions of this paragraph. A verified copy of such insurance policy or policies, which shall be approved by the City Attorney, shall be submitted to the City Clerk prior to the commencement of services.

Successful contractor must provide insurance coverages listed below and include the City of Jennings as an additional named insured:

General Aggregate	\$2,000,000.00
Property Damage	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Product and Completed Operations	\$2,000,000.00

Worker’s Compensation Insurance – The contractor shall obtain and maintain in force during the term of the contract, at his own expense, Worker's Compensation Insurance in amounts as prescribed by the Statutes of Missouri. Any approved sub-contractor shall also obtain and maintain in force during the term of the contract, Worker’s Compensation Insurance.

25. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City from and against any and all costs (including, but not limited to, attorney's fees), expenses (including, but not limited to settlement payments), actions, suits, proceedings, claims, demands, assessments, judgments, incident to or arising as a result of the performance or failure to perform on the part of the Contractor, or any approved sub-Contractor, under this Contract.

Appendix A

COMPANY INFORMATION SHEET

Company Name	
Company Address	
Contact Name	
Contact Title	
Contact Phone	

How long has your company been in business? _____

How long has your company provided this product? _____

Please provide references from at least three clients for whom you have, within the past 18 months, procured comparable or substantially similar system and performed similar services. The City will contact references only if you are a finalist in the evaluation process.

I _____, representing the Bidder in an official capacity understand that the information furnished to the City of Jennings is true and correct and any misinformation may result in the cancellation of a purchase award. I have reviewed this bid packet and understand the products and services to be provided. I also understand that the City has sole discretion to reject or accept any or all portions of the proposal.

Signature and Title of Authorized Representative

Date

ANTI-COLLUSION STATEMENT: The signed bidder has not divulged to, discussed or compared the bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (NOTE: No premiums, rebates or gratuities to employees or officials of the City are permitted either with, prior to, or after any delivery of product(s) or service(s). Any such violation will result in cancellation and/or return of the item(s) (as applicable) and removal from Bid List(s).

TO THE CITY CLERK OF THE CITY OF JENNINGS, MISSOURI: We (I), the signed, hereby agree to furnish the following product(s) or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including Specifications and fully understand what is required. By submitting this signed Proposal, we (I) hereby agree that we (I) will make available for audit to appropriate City Officials any applicable records pertinent to a resulting order and/or contract for verification of pricing per terms of purchase agreement.

Appendix B

REQUEST FOR PRICE QUOTATION

SUBMITTED BY:
(please print)

Company: _____

Address: _____
street

city, state, zip code

Contact: _____

Signature: _____

Title: _____

Phone: _____

Towing Mail Specifications

Bid Sheet

If the hours for evening rates are other than 6:00 pm to 0600am. Please specify:

Weekends are to be considered from 6:00 p.m Friday to 06:00 a.m. Monday. If hours for weekend rates are other than stated above, please specify below:

Bid Sheet for Rates within the City of Jennings

	Day	Evening	Weekends	Recovery	Winching	Vehicle Storage
Towing City Authorized (non-emergency)						
Automobile/ Pickups/ Vans						
Trucks- under 18,000 lbs.						
Trucks- over 18,000 lbs.						
Street sweepers, Dump Trucks						

	Day	Evening	Weekends	Recovery	Winching	Vehicle Storage
Police Authorized (Emergency)- (including hookup and removal)						
Automobile/Pickups/ Vans						
Motorcycles (trailer is included)						
Disconnect and reconnect						
Trucks						
over 5000lbs						
for each additional axle						
Service Requests						
Tire Changes						
Emergency Fuel						
Lockouts						

Bid Sheet for Rates within the City of Jennings

	Day	Evening	Weekends	Recovery	Winching	Vehicle Storage
Towing Private request Tows (including hookup and removal)						
Automobile/Pickups/ Vans						
Motorcycles (trailer is included)						
Disconnect and reconnect						
Trucks						
over 5000lbs						
for each additional axle						
Lockouts						
Special discounts for City of Jennings (Employee and Residents)						

	Day	Evening	Weekends
City Vehicle Tows			
City Street sweepers, Dump Trucks			
City Vehicle Tire Changes			
City Vehicle Emergency Fuel			
City Vehicle Lockouts			
Outside 30-mile radius			

For purposes of determining maximum charges to the owner of vehicles for mechanical, wrecking and towing services provide in the city, vehicles shall be classified according to the following listing: Your proposal should provide firm pricing for a minimum of 5 years of maintenance.

Appendix C

Equipment

Two tow trucks having capacity to tow 80,000 lbs. or better; each truck to be equipped with a minimum of 250 feet of tow cable; two (2) air bags capable of supporting 12,000 lbs. each; two (2) nylon straps with 39,000 lb. test strength; and a hydraulic jack with 25-ton capacity. List the number of tow trucks owned by contractor with the towing capacity of 80,000 lbs. or better:

Each truck shall have the following Equipment:

- A. 25 feet of heavy-duty chain.
- B. Large First Aid Kit for
- C. Brooms and shovels for cleaning of debris off roadway.
- D. Five-foot wrecking or tank bar.
- E. Minimum of one dozen flares or equal equipment.
- F. One or more fire extinguishers.
- G. One axe.
- H. Snatch blocks.
- I. Protected tow sling for the towing of abandoned and stolen automobiles.
- J. One set of battery jumper cables.
- K. Sufficient emergency lighting and clearance lights.
- L. Sufficient working white lights on rear, of all vehicles.
- M. One dolly on each wrecker.
- N. Port a Power (hydraulic) equipment, ten-ton capacity- to be operational at all times.
- O. Necessary hand tools for work required at accident sense.

Appendix D

LIST OF MUNICIPAL OR GOVERNMENT REFERENCES

1. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

2. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

3. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

4. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

5. Name of entity: _____
Contact person: _____
Address: _____
Phone: _____
Type of services performed: _____

City of Jennings
BID SPECIFICATIONS
Appendix E

Response Time Requirement- The servicing garage shall respond a have its equipment on the scene within fifteen (15) to thirty (30) minutes from the time of notification of the dispatcher.

City Authorized Tows (Non-Emergency)- Property that is deemed a public safety hazard or that is parked or stored on private property, driveways of private property, rear back areas of private property, unapproved areas of private property or public property which is inoperable, derelict or in violation of a state vehicle safety inspection statute and vehicle which do not display thereon current state license plates or current city stickers issued to that vehicle. (These are two requests made by the Building Department and Public Works Department City for the removal vehicles and equipment).

City Vehicles Tows –All towing of City owned vehicles. Change tire/s or tow any City vehicles that is disabled within radius of thirty (30) miles of City limits. Any special or exceptional charges to the City for vehicles requiring towing/services more than 30 miles outside the City of Jennings.

Police Authorized Tows (Emergency)-Police Department initiates a tow. Towing, recovery, and storage of vehicles of an evidentiary nature as required by Police Department involving an arrest and impoundment vehicle billed to the owner or driver. Contractor must provide City with a dedicated phone used only for City business and be available 24 hours 365 days per year. No recordings, live person dispatch.

Debris, glass, etc must be removed. Spread oil drying agent on any oil, grease or any other substance left by vehicles. Contractor provides backup to Fire Department and Street Department.

Major Case Squad request tows for criminal activity will also be at no charge to them or the City.

4. Private Request Tows- All towing of privately-owned vehicles or equipment wherein the owner or person in possession of said vehicle or equipment requests the services of the City contract towing services provider, or wherein the owner or person in possession of said vehicle or equipment express no preference for towing service. (These are requests made by an individual for the removal of privately-owned vehicles or equipment to a

police officer or authorized agent of the Contractor.)

5. Equipment - Contractor owned vehicles- equipment and storage area is subject to inspection by authorized agents of the City of Jennings before an award of contract and at any reasonable time thereafter. The Contractor will always be required to have available sufficient equipment to perform all services required on a timely and responsive basis. Two (2) Tow Trucks, Flatbed and City in following classifications:

Class A

- a. For towing passenger vehicles, pick- up trucks and small trailers. This classification shall include wheel lift and carriers.
- b. Tow truck chassis shall have a minimum manufacturer's capacity of 10,000 lbs. GVWR
- c. Carrier chassis shall have a minimum manufacturer's capacity of 18,000 lbs. GVWR
- d. Boom capacity of no less than 8,000lbs. and individual power winch pulling capacity of not less than 8,000 lbs.
- e. Wheel lift and/or under lift capabilities.
- f. Four (4) safety chains for securing vehicles to bed.
- g. Carrier bed shall be a minimum length of 19feet, with a minimum width of 84 inches.

Class B

For towing medium-sized trucks, trailers, recreation vehicles, etc. Two truck chassis shall have a minimum manufacturer's capacity of 18,000 lbs. GVWR

5. Storage of Vehicles

A. The contractor shall maintain a storage garage and/or outside storage facilities complying with all applicable building and zoning regulations of the City. Such garage and/or outside storage facility shall be enough to store all vehicles towed by the contractor until such vehicles are lawfully reclaimed or otherwise legally disposed of. The storage compound shall be located within a five-mile of the radius of the City limits.

B. Vehicles which have been marked "HOLD" by the Police Department shall be stored at such compound for whatever period necessary in order to properly process the vehicle and any investigation involved. DSN must accompany any release. Personnel of the Police Department of the City shall be permitted access to such vehicles at all reasonable time.

C. Vehicles being stored in enclosed areas shall be stored under lock and key. The contractor shall provide reasonable care and custody to all stored vehicles

and any evidence or personal property contained therein from theft and damage in accordance with all reasonable Police Department instructions and directives.

D. All outside storage facilities shall be lighted and enclosed with a solid wall or a substantial wire fences not less than (6) feet in height. All fences and walls shall be maintained in good repair through the term of any contract awarded. Authorized personnel of the contractor shall be available to assure that the obligations and services required of the contractor shall be available and fulfilled.

3. Inspections

All storage facilities utilized by Contractor as stated in the contract agreement shall be subject to inspection and must be approved by the City prior to the award of any contract. Contractor shall further permit members of the Police Department of the City, and other authorized City personnel to inspect contractor's compounds, storage facilities, stored vehicles and all of contractor's records concerning contractor's duties under any contract awarded at all reasonable times whenever: in the opinion of such members of the Police Department or other authorized City personnel it is deemed to do so. Notice of any discrepancies or deficiencies found by the City shall be submitted to the contractor in writing, and contractor shall remedy the same within ten (10) days of receipt of such notice. Upon the failure of the contractor to remedy deficiencies, the contract may be terminated at the option of the City.

6. Towing and Storage Fees

The City shall require the tow service operator to provide a price list specific maximum charges for all towing and related services, including but not limited to the following categories:

- a. Police Authorized Tows (Emergency) to include hook up and removal.
- b. City Authorized Tows (non- emergency) to include hook up and removal.
- c. Private Request Tow/ Services Calls to include up and removal.
- d. Fees associated with special operations such as winching or recovery.
- e. Available discounts to City of Jennings residents for services provided under Private Request Tows and Service Calls.
- f. All fees for Major Case Squad recoveries shall be waived.

7. Release of Vehicles and Personal Property

Contractor agrees to release any vehicle that is not towed as the result of a Police Authorized Tow if proper proof of ownership or right to possession is presented to the contractor and upon payment of charges:

- a. Any vehicle towed by the contractor for which a Missouri Department of Revenue Criminal Inquiry and Inspection Report/ Authorization to Tow Form (DOR Form 4569) has been completed by the Police Department, or any property designated as Evidence cannot be related without the prior written approval of the Police Department.
- b. Should the contractor release any personal property, the owner of the person entitled to possession thereof shall receipt contractor for the same.

8. Impound Vehicles

Should any owner or persons entitled to possession of impounded vehicle seek to reclaim the same from a contractor, a contractor shall provide such person lawfully entitled to possession of an itemized statement of all charges relating to the impounding of such vehicle.

9. Insurance

On award of Contract, the Contractor shall obtain, at Contractor's expense, insurance coverage in the amount shown on the enclosed Insurance Requirements (Form 1A). The City hall is named as an additional insured and includes the required endorsement. All insurance requirements must be met prior to the commencement of Contract.

10. License

Dealer License required and must be kept in good standing contract term.

11. Sole Tow Service Provider

Contractor shall be the sole and only two service providers for the City of Jennings.

12. Emergency Conditions

During adverse weather or heavy traffic conditions, the Garage agrees to give propriety to calls by City over all other calls which it may receive. Whenever a Traffic Emergency, because of traffic congestion or weather condition, shall be declared by the City, Contractor agrees to make equipment and man power available for services as needed.

13. Term

Term of Contract to be three (3) years, commencing July 1, 2019, December 31, 2022, with the option for two 1-yr extensions.

