



CITY OF O'FALLON, MISSOURI

PURCHASING DEPARTMENT

100 North Main Street

O'Fallon, MO 63366

T: (636) 379-5527

Fax: (636) 978-4144

FURNISH AND DELIVER BID			
INVITATION TO BID:	19-031	BID ISSUE DATE:	03/15/2019
BID DESCRIPTION:	TOWING AND STORAGE SERVICES		
BID OPENING DATE:	03/27/2019	BID OPENING TIME:	2:00 P.M. CDT
COPIES REQUIRED:	1 ORIGINAL	BID BOND REQUIRED:	NO

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE COUNCILMEN'S CONFERENCE ROOM ON THE FIRST FLOOR OF THE MUNICIPAL CENTER. LATE BIDS WILL NOT BE OPENED OR CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein on the forms supplied. **Do not staple or submit bid in any type of binder**; binder clips are acceptable.

The original bid, along with the bid bond (if applicable), must be received in a sealed envelope that has your company name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The City of O'Fallon, Missouri reserves the right to accept or reject any and all bids received and waive any and all technicalities.

QUESTIONS SHOULD BE SUBMITTED IN WRITING VIA E-MAIL OR FAX <u>BY 12:00 P.M. on 03/21/2019</u> TO THE PURCHASING AGENT. QUESTIONS WILL ONLY BE ANSWERED BY END OF DAY ON 03/25/2019. Addendum information is available over the Internet at www.ofallon.mo.us . We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.	PURCHASING AGENT: JULIE MOELLERING	
	PHONE:	636.379.5527
	E-MAIL:	jmoellering@ofallon.mo.us
	FAX:	636.978.4144

BIDS MUST BE DELIVERED AND TIME STAMPED, PRIOR TO THE PUBLIC BID OPENING DATE AND TIME, TO:	CITY OF O'FALLON ATTN: JULIE MOELLERING, PURCHASING AGENT 100 NORTH MAIN STREET O'FALLON, MO 63366
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FULL NAME OF BIDDER	
BID CONTACT PERSON	
TELEPHONE NUMBER	

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

CITY OF O'FALLON, MISSOURI

INSTRUCTIONS TO BIDDERS

BID REQUIREMENTS:

The City of O'Fallon, Missouri (the "City") **requires** all bids be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in the "Instructions to Bidders", "General Conditions" and "Special Conditions" of the contract. Please make and retain a copy of this bid for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form and all other documents where indicated.

Where applicable, the Bidder shall furnish with the bid, one set of all available literature pertaining to the equipment and/or material to be furnished under the bid.

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

The total price quoted by the Bidder must be the total cost delivered to the location(s) stated in the "Special Conditions" or "Specifications". Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s).

In the specifications, whenever an article or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "OR APPROVED EQUAL" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, the appropriate line in the specifications will be ruled out and the substitution clearly indicated.

However, if "OR APPROVED EQUAL" is not written and you cannot bid the specified item, the Bidder may submit an alternate bid. The City will consider the bids covering the specified article or material first.

The City, for cost effective measures, standardizes on specific items; those bids will contain the language "no substitution," and any alternative will not be considered.

ALTERNATE/EQUAL BIDS:

The City recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the City. Alternates will be compared to the lowest responsive, responsible bid as specified.

The City reserves the right to approve any material the Bidder proposes to furnish which contains variations from specification requirements but which may substantially comply.

BONDS:

No bonds are required to be submitted with this bid.

CONTRACT AWARD INFORMATION:

Award notification will be sent to the vendor receiving the award via mail or fax.

Response summaries will be available at www.ofallon.mo.us under Bid Opportunities. This summary of information will include bids that were delivered by the required bid opening date and time.

CONTRACT DOCUMENT COMPONENT PARTS:

The contract documents herein named include all of the following component parts, all of which are fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

- 1) Instructions to Bidders
- 2) General Conditions
- 3) Special Conditions
- 4) Bid Form
- 5) References
- 6) Specifications
- 7) Pricing/Signatures

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- 8) Any and all addenda to the foregoing
- 9) Contract for Service (to be prepared by the city attorney after bids are opened and reviewed)

All documents are or will be on file in the office of the City Clerk, City of O'Fallon, MO, 100 North Main, O'Fallon, MO 63366.

DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions shall be described fully, on the Bidder's letterhead, signed, and attached to the Bid Form. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; the Bidder shall be held liable. Bidders are cautioned to avoid making deviations and exceptions to the specifications, which may result in rejection of their bid.

EXAMINATION BY BIDDER:

The Bidder shall, before submitting his bid, carefully examine the bid, specifications and contract documents.

If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the City, such information represents only the opinion of the City as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information.

FACSIMILE/E-MAIL TRANSMITTALS:

Facsimile and/or e-mail transmitted bids will not be accepted by the City.

INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise.

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

INTERPRETATION OF CONTRACT DOCUMENTS:

If a potential Bidder is uncertain as to the meaning of any part of the specifications or other contract documents, the bidder is expected to submit questions to the Purchasing Agent. The Purchasing Agent is the point of contact for this bid. All communications regarding this bid packet must be directed to the Purchasing Agent. All contact with the City should be channeled through the Purchasing Agent. No contact with other City employees, officials, or City Council members is to be made by responding proposers throughout the entire process.

If a question can be answered by directing the questioner to a specific section of the bid packet, then the Purchasing Agent may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the specifications. The Purchasing Agent will make this determination. Oral communication is considered unofficial and non-binding on the City. If an amendment to the specifications is issued, it will be provided to all offerors that were issued a copy of the bid packet and to those that have requested a copy of the bid packet from the Purchasing Agent.

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Julie Moellering, Purchasing Agent
Fax: 636-978-4144
E-mail: jmoellering@ofallon.mo.us

Only questions answered by formal written addenda will be binding. Oral and interpretations or clarifications will be without legal affect.

PREPARATION OF BIDS:

The Bidder shall return his bid on the attached bid forms. **Bids must be returned with all pages intact.** Please make and retain a copy of this bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

All prices quoted by the Bidder shall be F.O.B. delivered and shall include any and all freight costs to the delivery location(s) specified. The Bidder must not qualify the bid by stating F.O.B. a location other than such stated location(s).

When a bid consists of a number of items, prices must be submitted for all items, unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the bid page. The Bidder must bid in accordance with the unit(s) of measure called for. If an item is listed by each, the bid price must be entered by each, not dozen or hundred. All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids.

Where unit prices are requested, the quantities stated are approximate only. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units installed in the completed work within the proposed scope of work.

All extensions and total sums are subject to verification by the City and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids, that contain omissions, erasures, conditions, alterations, or additions not called for may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

The bid shall be signed by a company officer empowered to bind the company. Failure to sign the bid may cause the bid to be determined to be non-responsive and the bid may be rejected.

SUBMISSION OF BIDS:

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

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The Bidder shall be responsible for delivery of bids to the Purchasing Agent before the date and hour set for the opening of bids. The City assumes no responsibility for delays caused by any delivery service. Postmarking by due date will not substitute for actual receipt by the City. Late bids will not be opened or considered.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO REQUEST:

If it becomes necessary to revise any part of this request or if additional data is necessary to enable the exact interpretation of provisions of this request, revisions will be provided in the form of an Addendum. If revisions are necessary after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

CHANGES:

All changes to this Bid Document shall be amended in written form (Addenda). The Purchasing Agent prior to the scheduled bid opening shall issue such amendments.

The City reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between City and the successful Contractor.

The City shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

No claim based on oral changes will be allowed.

CONTRACTOR PERFORMANCE:

The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits and the Contract for Service to be prepared after bidding shall together constitute the Contract. The Contractor hereby asserts that it has read the specifications, and that it is thoroughly informed and familiar as to their contents and requirements. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of this Contract shall be to the satisfaction of the City.

DISCLAIMER:

RESERVED BY OWNER

The City reserves the right to reject any or all bids failing to meet the City's specifications or requirements and to waive technicalities. If in the City's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the lowest responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Contractor's reputation and past performance, will also be weighed.

The Contractor's failure to meet the mandatory requirements will result in the disqualification of the Contractor's bid from further considerations.

The City further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. This Invitation to Bid process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.

DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace.

ENDORSEMENTS:

Contractor shall not use the City in any form of endorsement to any third-party without the Buyer's written permission.

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EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign one (1) copy of the contract and return it to the City within seven (7) calendar days after receipt of the contract. Failure to execute the contract and return it to the City within seven (7) calendar days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid security to the City.

If circumstances beyond the Contractor's control prohibit a timely execution of this contract, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the delivery date.

SAFETY DATA SHEETS:

If applicable, Contractor shall furnish and submit, to the City, Safety Data Sheets for their products upon award of Contract.

F.O.B.:

All goods are to be shipped prepaid, F.O.B. destination. Shipments sent C.O.D. without City's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

HOLDING OF BIDS:

Contractor may withdraw their bids at any time prior to the time specified as the closing time for the receipt of bids. However, no Contractor shall withdraw or cancel his bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.

LAW GOVERNING:

All State of Missouri and/or Federal Laws shall be hereby specifically made a part of this contract as set forth herein.

LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LIQUIDATED DAMAGES:

Liquidated damages shall be assessed against the Contractor for failure to commence the project within ten (10) calendar days from the written notice to proceed date and/or complete the project on the designated completion date in the amount of One Hundred and Dollars (\$100.00) per consecutive calendar day. Written notice for the commencement of liquidated damages will not be required.

MISCELLANEOUS REQUIREMENTS:

The City will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

Firm shall comply with Section 285.525 – 285.550 RSMo regarding enrollment in a federal work authorization program. **A signed, notarized affidavit (attached) and supporting documentation affirming enrollment in a federal work authorization program must be submitted with proposal. Failure to comply with this provision may result in rejection of proposal.**

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E-VERIFY:

Company shall be E-verify compliant and shall provide documentation to support this requirement within the proposal including the memorandum of understanding (MOU) and the electronic signature page completed in its entirety.

NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings against buyer, in which City, and of Contractor's suppliers, contractors, distributors or dealers, or the users of any of Contractor's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the City whenever infringement will result from Contractor's adherence to specifications supplied by the City or by an authorized City Representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City therein.

PAYMENT:

The goal of the City is to pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods have been delivered, approved, and accepted by an authorized City Representative. Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing.

SURVEYS, PERMITS, AND REGULATIONS:

The contractor shall make all surveys unless otherwise provided. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor. The contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn or specified. The contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting the contractor or their employees or the work here under in the relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the contractor while engaged in the prosecution of the work under this contract. If the contractor observes that the drawings and/or specification are at variance with laws and regulations, he shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities without such notice to the City, the contractor shall bear all costs arising therefrom.

TAX:

The City is not responsible for and will not pay local, Federal Excise Tax or Missouri Sales Tax. A copy of the exemption letter is available upon written request.

TERMS/CANCELLATION AND DAMAGES:

This contract may be terminated for convenience by the City upon ten (10) days written notice and by Contractor upon thirty (30) days written notice or at any time upon mutual agreement of both parties.

If the City because of the Contractor's breach terminates this Contract, the City shall have the right to purchase equipment elsewhere and to charge the Contractor with any additional cost incurred.

Notwithstanding the above, the Contractor shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this contract by the Contractor and the City may withhold any payments to the Contractor until such time as the amount of such damages due the City from the Contractor shall be determined.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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Prior to any sales or assignments the City must be notified and approve same in writing. The City shall have right of first refusal.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

COMPETENCY OF BIDDERS:

Pre-award inspection of the bidder's facilities may be made by the City prior to award of contract(s).

Bids will be considered only from firms regularly engaged in the towing business and who can produce evidence that they have an established, satisfactory record of performance for a reasonable period of time, have satisfactory financial support, required equipment, and organization sufficient to ensure that they can satisfactorily execute the work if awarded a contract under the terms and conditions herein stated, the term "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company as determined by the City.

- Bidder must have all necessary County and local licenses and permits as may be required to operate the type of requisite business.

SUBMITTALS:

Bidder shall include, with its bid, the following information (and any other information required in this Invitation to Bid):

- A list of equipment requested in section 4 of the Bid Specification, including make, model, license plate number, and vehicle identification number (VIN).
- Storage lot locations and capacity.
- Pages 14-20 of the bid specification packet must be properly filled out, signed, and submitted with the bid.
- Price sheet (page 28).
- Bidder must submit names and addresses of all persons having a financial interest in the business such as, but not limited to, individual owners, partners, officers, directors, and stockholders owning shares with a value in excess of \$2000.00 at the time of bid submission.

EVALUATION CRITERIA:

The City will award the contract to the business that demonstrates the ability to perform the highest quality service at the lowest cost and in accordance with all specifications, including all terms and conditions provided herein. The basis for the evaluation of bids received includes, but is not limited to, the following considerations:

- Quality and extent of services available.
- Competitive pricing.
- The City's previous experience with the business.
- The business' compliance history with Federal, State, and local regulatory agencies.
- Compliance with bid specifications and all terms and conditions set forth herein.
- Adherence to the requested bid format. This includes the thoroughness of the bid as well as the format of the presentation.
- The business' experience and history providing similar services.
- References
- Responsiveness to the requirements as outlined in these bid specifications.
- The City may require a formal presentation by the bidder to discuss and clarify bid details.

METHOD OF AWARD:

Contract shall be awarded to the lowest or best bid price, and whose business and financial capabilities, past performance, and reputation meet the required standards.

PRICING:

The pricing stated by the bidder in the bid documents shall remain firm for a one (1) year period from the start date of the contract. No price increases will be allowed for the duration of the contract. Price decreases are allowed at any time.

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RENEWAL & EXTENSION:

The successful bidder will be awarded a one (1) year agreement effective the date of award. Prices must not be increased for the entire agreement period. At the City's option, the agreement may be renewed for four (4) additional year periods. **In no event shall the term plus renewals exceed five (5) years.**

The items purchased under this agreement may be subject to a price increase at the time of renewal, by mutual agreement. The exact increase or maximum percent increase shall be indicated on the price sheet of this bid packet. Price decreases are allowed at any time. Request for a price increase must be presented to the City at least sixty (60) days before the expiration of the current agreement. If a request for increase is not presented, the prices will remain.

END OF SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

GENERAL:

The Vendor shall respond to these specifications as an independent contractor and not as an employee of the City of O'Fallon. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner.

WORKER'S COMPENSATION INSURANCE:

The Vendor shall procure and shall maintain during the Term of the Agreement, Worker's Compensation Insurance for all of its employees to be engaged and perform work under the Agreement, and in case such work is sublet, the Concessionaire shall require the subcontractor similarly to provide Worker's Compensation Insurance for all such employees to be engaged by the Vendor for such work unless such employees are covered by the protection afforded by the Vendor's Worker's Compensation Insurance. In the event any class of employees engaged in hazardous work under the Agreement is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause such subcontractor to provide adequate Employer's Liability insurance for the protection of its employees not otherwise protected.

Commercial General Liability Insurance:

The Vendor shall carry public and property damage insurance which shall include bodily injury and accidental death to any person and subject at the minimum limits set forth below:

Liability Limits	\$1,000,000/Per Occurrence
	\$3,000,000/General Aggregate
	\$3,000,000 Products/Completed Operations aggregate

Additional Insured status must be provided to the City and confirmed by copy of such endorsement.
An umbrella/excess liability policy can be used to attain the required limits.

Commercial Automobile Liability Insurance:

The Vendor shall maintain Commercial Automobile Liability Insurance Coverage in the amounts not less than the minimum limits set forth below:

Bodily Injury and Property Damage	\$3,000,000 Combined Single Liability Limit
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An umbrella/excess liability policy can be used to attain the required limits.

CHANGES IN INSURANCE COVERAGE:

The Contractor shall notify the City of changes in insurance coverage in writing within thirty (30) days.

INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the City and its officers, members, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the City, its directors, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them.

The Contractor shall likewise be liable for the cost, fees and expenses incurred in the City's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

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INSURANCE RATING:

All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of the Contract for claims arising from events occurring while the Contract is in force.

NOTICE OF LAWSUIT:

Within sixty (60) days of service of process, the City shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the City shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within sixty (60) days.

CHOICE OF LEGAL COUNSEL:

The contractor shall provide coverage as stipulated in the contract. In the event of a proceeding, the City retains the right to approve legal counsel for claims brought against the City.

DISPUTES:

Any dispute arising out of this agreement will be resolved under the laws of the State of Missouri.

END OF INSURANCE REQUIREMENTS

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**BID FORM
19-031 TOWING & STORAGE SERVICES**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Fax Number	
Bid Contact Person	
Email Address	

TO: Julie Moellering, Purchasing Agent

The undersigned, being duly sworn, certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

_____ (President or Partner)

_____ (Vice-President or Partner)

_____ (Secretary or Partner)

_____ (Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the City Clerk, 100 North Main Street, O'Fallon, Missouri 63366, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Missouri and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Finally, the Contractor agrees to do all other things required of the Contractor by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the City to verify business references.

CITY OF O'FALLON, MISSOURI

REFERENCES AND PENDING MATTERS

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Public Entities should be listed first.

The bidder verifies that they have provided equipment, material, or services described in this contract to the following parties with needs similar to that of City and authorizes the City to verify references of business and credit at its option.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

State the number of years in business _____ State the current number of personnel on staff _____

CITY OF O'FALLON, MISSOURI

Pending Matters:

Is there any litigation pending against the business? Yes () No ()

If yes is checked, will the resolutions of this matter impact the business's ability to provide service for the City of O'Fallon? Yes () No ()

Has the business or any of the principals thereof been involved in any litigation within the last five (5) years? Yes () No ()

Has the business or any principle thereof ever been convicted of any federal or state crime? Yes () No ()

Is the business involved in pending acquisitions, consolidations, or mergers?
Yes () No ()

Are there any matters or circumstances that would prevent the business from entering into a contract or performing services for the duration of the contract? Yes () No ()

If yes is checked, please explain:

CITY OF O'FALLON, MISSOURI

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

Title of Person Signing

of _____

Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires _____

CITY OF O'FALLON, MISSOURI

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

THE BIDDERS ATTENTION IS DIRECTED TO Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

All vendors submitting a bid must furnish all information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BY (signature required): _____

Federal Tax ID #: _____ if no Federal Tax ID # list SS #: _____

For bid to be considered, the Preference in Purchasing Products form must be filled out and submitted for each bid and dated in the current calendar year.

CITY OF O'FALLON, MISSOURI

Specifications

The City of O'Fallon, Missouri (the "City") requests bids for towing and storage of vehicles from the streets or other public property within the City limits of O'Fallon, Missouri, when so authorized by a representative of the Police Department of the City. The period of the contract will be for one (1) year with an option by the City to extend the contract annually for four (4) consecutive one-year periods thereafter; not to exceed 5 years. The purpose of this bid is to ensure prompt, adequate, towing and storage services and to ensure reasonable and uniform costs for towing and storage services.

1. **RECORDS AND REPORTING:** The Contractor shall maintain and have available at all times for inspection, by authorized City personnel, detailed records of all services rendered relative to subject contract. A chronological record of vehicles towed shall be maintained and opened to the Chief of Police, for inspection, upon request and with reasonable notice. The Contractor shall provide written reporting and documentation as provided under number 19 of these specifications.
2. **SERVICES, GENERAL:**
 - a. The Contractor shall furnish towing services for City of O'Fallon when removal of vehicles is authorized by the Police Department and shall furnish towing services with regard to the towing of City-owned vehicles.
 - b. Contractor shall also provide adequate storage space for towed vehicles when required.
 - c. The Contractor shall be on call to ensure these services are available on a 24-hour basis, seven days a week, including all weekends and all holidays, but at no time shall the company be considered an employee of the City of O'Fallon.
 - d. Contractor shall provide at its sole cost and expense, a method of contacting its agent during the times listed above as specified in the specifications so the O'Fallon Police Department may contact the Company when service is required.
3. **TOW CATEGORIES:** Tow categories shall be classified as follows:
 - a. Police Authorized Tows – All towing authorized by the City Police Department for which a Missouri Department of Revenue-Criminal Inquiry and Inspection Report/Authorization to Tow Form (DOR Form 4569) has been completed.
 - b. City Authorized Tows – All towing of City-owned vehicles and/or equipment when the City Police Department or other authorized City representative initiates such tow. This category shall also include:
 - i. Service requests involving City-owned vehicles or equipment (i.e. tire changes, or emergency fuel).
 - ii. Towing, recovery, and storage of vehicles of an evidentiary nature as required by the City Police Department.
4. **PRIVATE REQUEST TOWS:** All towing of privately owned vehicles or equipment at the request of the owner or person in possession of said vehicle or equipment when requesting the services of the City contract towing service provider, or wherein the owner or person in possession of said vehicle or equipment expresses no preference for towing service. Towing of a private vehicle at the direction of the police department when the owner is unknown or unable or fails to remove the vehicle as directed by the police department shall be police authorized tows and not private request tows.
5. **EQUIPMENT:** The Contractor will be required to show proof of ownership and to have available at all times sufficient equipment to perform all services required on a timely and responsive basis. The contractor shall have equipment available to the City in the following classifications.

CITY OF O'FALLON, MISSOURI

- a. Class A: For towing passenger vehicles, pick-up trucks, and small trailers. This classification shall include wheel lift carriers.
 - i. Tow truck chassis shall have a minimum manufacturer's capacity of 10,000 lbs. GVWR
 - ii. Carrier chassis shall have a minimum manufacturer's capacity of 18,000 lbs. GVWR
 - iii. Boom capacity of not less than 8,000 lbs. and individual power winch pulling capacity of not less than 8,000 lbs.
 - iv. Wheel lift and/or under lift capabilities
 - v. Four (4) safety chains for securing vehicles to bed
 - b. Class B: For towing medium-sized trucks, trailers, recreations vehicles, etc.
 - i. Tow truck chassis shall have a minimum manufacturer's capacity of 18,000 lbs. GVWR
 - ii. Boom capacity of no less than 16,000 lbs.
 - iii. Wheel lift and/or under lift capabilities
 - c. Class C: For towing large trucks, refuse trucks, road tractors, buses, fire engines, etc.
 - i. Tow truck chassis shall have a minimum manufacturer's capacity of not less than 30,000 lbs. GVWR
 - ii. Boom capacity of no less than 60,000 lbs. and individual power winch pulling capacity of no less than 60,000 lbs.
 - iii. Wheel lift and/or under lift capabilities
 - iv. Air brakes so constructed as to lock wheels automatically upon failure
 - d. Wrecker:
 - i. Contractor shall have at least four (4) wreckers or a combination of wrecker/flatbed capable of towing conventional vehicles and capable of towing City sanitation trucks.
 - e. All equipment shall meet the following requirements:
 - i. All equipment shall be modern, commercially manufactured or approved by the Police Department, and in good mechanical condition and will further be subject to inspection at all times during the term of the contract.
 - ii. The Contractor agrees to have no marking on vehicles, buildings, or correspondence that indicates or tends to indicate any official relationship between the Contractor and the City or Police Department.
 - iii. All towing vehicles must be equipped with 2-way radios with a range extending to all areas within the City of O'Fallon City limits. Such radios shall not be tuned to any police frequency.
 - iv. Contractor shall comply with all laws, rules, and regulations or any governmental agency having jurisdiction of the premises where any of Contractor's facilities are located including, but not limited to, licensing and minimum safety requirements.
6. **EMPLOYEES**: The Contractor agrees that the owners of the company or the officers of the company (if a corporation) shall be responsible, except as otherwise prohibited by law, for the acts of their employees while on duty.
7. **CONTRACTOR LIABILITY FOR TOWED VEHICLES AND PROPERTY**: The contractor's liability for any towed vehicle and all property contained therein shall commence with the time a wrecker is hooked to any vehicle to be towed or an employee of the contractor attempts to move the vehicle to prepare it to be towed.

CITY OF O'FALLON, MISSOURI

8. SERVICES AND PROCEDURES:

- a. City shall receive priority use of equipment during periods of inclement weather.
- b. No vehicle of the contractor shall be operated as an emergency vehicle unless so directed by the Police Department.
- c. The City shall have the right to cancel a request for Contractor's services up until the time that a wrecker is hooked onto a vehicle. The Contractor agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.
- d. Each tow truck operator for the towing service responding to the scene shall remove all debris and glass deposited on the street by the disabled vehicle(s); and shall in addition, spread sand or other oil drying substances on any oil or grease or other substance that may have been deposited by the disabled vehicle(s).
- e. When multiple vehicles are involved and multiple tow vehicles are needed:
 - i. If the tow service has equipment available to respond, all vehicles will be towed by the service.
 - ii. If the towing service is unable to respond with the needed equipment, another contractor will be called.
 - iii. The officer at the scene shall determine the order in which vehicles will be towed from the scene based upon hazards to traffic.
- f. Towing service operators shall transport a vehicle to any location requested by the owner after financial obligations have been finalized (except on impounded vehicles).
- g. Unless a quicker response time is specified by the police officer or other City official, the Contractor shall accept and arrive on site to calls for routine service within thirty (30) minutes and shall arrive on site to calls for emergency service within twenty (20) minutes. The department reserves the right to authorize towing by other towing services upon failure of the Contractor to arrive on site to a call for service within the specified time.
- h. The Contractor must provide the City with a dedicated phone line used only for City business.
- i. The Contractor shall follow any reasonable instructions and policies of the Police Chief or City Administrator with regard to the services described in these specifications. Failure to abide by the reasonable instructions and policies of the Police Chief or City Administrator may result in the termination of this agreement by the City.
- j. The City shall not be responsible for payment of any towing, recovery, or storage charges incurred as the result of Police-Authorized Tows.
- k. The City shall not be responsible for payment of any towing, recovery, or storage charges incurred as the result of Private Request Tows.

9. NON-LIABILITY OF CITY FOR OTHER THAN CITY-OWNED OR LEASED VEHICLES:

- a. The City shall not be responsible or liable in any manner for the collection of payment of any charges for services rendered including towing and storage, unless the contractor renders such service with regard to a City-Authorized Tow.
- b. Contractor shall not move any vehicle to any location other than that designated by a City police officer or other authorized City representative, or, except for impounded or "hold" vehicles, owner or person in possession of the vehicle.

CITY OF O'FALLON, MISSOURI

- c. On a monthly basis, the Contractor shall forward charges for services related to City-Authorized Tows to the City's Accounts Payable department. All such invoices submitted by the Contractor with regard to City-Authorized Tows shall identify the vehicle or equipment towed, the location, from which it was towed, the Contractor's applicable rates for the services rendered, and the hours and dates applicable to Contractor's services with regard to City-Authorized Tows.

10. 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 sufficient to store all vehicles towed by contractor until such vehicles are lawfully reclaimed or otherwise legally disposed of. The storage compound shall be located within St. Charles County and have a storage capacity for at least 150 vehicles.
- b. Vehicles which have been marked "HOLD" by the Police Department shall be stored at such compound for whatever period of time necessary in order to properly process the vehicle and any investigation involved. Personnel of the Police Department of the City shall be permitted access to such vehicles at all reasonable times. No other person, including the owner or possessor of the vehicle, shall have access to such vehicles except by Police Department personnel.
- c. Vehicles being stored in enclosed areas shall be stored under lock and key. The Contractor shall protect 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 substantial wire fence not less than six (6) feet in height. All fences and walls shall be maintained in good repair throughout 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.

11. **PERSONAL PROPERTY LOSS:** The Contractor shall be solely accountable and liable for damage or loss to all personal property in the vehicle towed and for all vehicle accessories, regardless of the cause of damage or loss. Personal property situated in vehicles stored by the Contractor shall not be disposed of to defray any charges for storage or towing of the vehicles.

12. **INSPECTIONS:** All storage facilities utilized by the Contractor as stated by the contract agreement shall be subject to inspection, and must be approved by the City Administrator and Chief of Police or their designee 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 necessary to do so. Notice of any discrepancies or deficiencies found by the Police Department shall be submitted to the Contractor in writing, and Contractor shall remedy the same within ten (10) days of receipt of such notice. The failure of the Contractor to remedy deficiencies may result in termination of this Contract by the City.

13. **TOWING AND STORAGE FEES:** The City shall require the tow service operator to provide a price list of specific maximum charges for all towing and related services, including but not limited to the following categories:
- a. Police-Authorized Tows to include hook up and removal
 - b. City-Authorized Tow to include hook up and removal
 - c. Private Request Tows to include hook up and removal
 - d. Service Calls (Private Request)
 - e. Fees associated with special operations such as winching or recovery

CITY OF O'FALLON, MISSOURI

- f. Available discounts to residents of the City of O'Fallon for services provided under Private Request Tows and Service Calls
- g. Storage fees

14. **RELEASE OF VEHICLES AND PERSONAL PROPERTY:** Contractor agrees to release 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, if proper proof of ownership or right to possession is presented to Contractor and upon payment of charges. Contractor shall notify the Police Department by fax or in person by delivering the required paperwork to the Police Department Records or Communications Section at the Police Department as soon as possible; but no later than twenty-four (24) hours for removal of the stored vehicle entry from MULES. Any vehicle or property ordered as "held" or impounded for evidence by the City Police Department cannot be released without prior written approval of the Police Department, nor shall Contractor allow any person access to such vehicle except upon order of the Police Department.
15. **IMPOUNDED VEHICLES:** Should any owner or persons entitled to possession of an impounded vehicle seek to reclaim the same from Contractor, Contractor shall provide such owner or such person lawfully entitled to possession with an itemized statement of all charges relating to the impounding of such vehicle.
16. **COMPLAINTS AGAINST CONTRACTOR:** In the event that the City receives any complaints concerning Contractor, including the performance of vehicle towing services or fees charged, the City shall keep a log of the complaints lodged and shall notify Contractor of such complaints. The parties understand and acknowledge that complaints received may result in termination of the contract by the City. All complaints received by the tow contractor shall be forwarded to a Police Department Representative designated by the Chief of Police and shall include the following: complainant name, address, phone number, and complaint. Only complaints on file with the Police Department Representative will be considered valid.
17. **POSTING AND PROVIDING OF CHARGES:** Contractor shall prominently post, in Contractor's storage facilities, a list of the Contractor's charges approved by the City as submitted in contractor's bid.
- a. A comprehensive list of charges shall be printed and provided to the owner or person lawfully in possession of each vehicle towed.
 - b. Contractor shall not charge for any service that exceeds such posted or listed amount, nor shall contractor perform any service that is not delineated on any such posted or listed schedule without giving the owner of the vehicle or the person lawfully in possession thereof a prior written estimate of the amount that will be finally due and payable upon the rendition of the services.
18. **COMPLIANCE WITH LAWS AND ORDINANCES:** Contractor shall comply with all laws and ordinances of the City of O'Fallon now and in existence or hereafter adopted.
19. **DISPOSITIONS AND DISPOSAL OF VEHICLES:** The owner of the lot holding such vehicles must comply with all requirements and procedures of the Missouri Motor Vehicle Bureau and Department of Revenue and any City Ordinance pertaining to the titling and disposition of towed vehicles.
- a. All personal property contained within vehicles being disposed of shall be returned to the City.
 - b. Contractor shall provide the City Police Department with a written report of any vehicle towed as the result of a police Authorized Tow when the towed vehicle has been held unclaimed for over five (5) days.
 - c. Contractor shall provide the City Police Department with a written report of all vehicles towed subject to the contract. Said report shall be completed each thirty (30) calendar days, and shall include the

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disposition of said towed vehicles (and shall identify which vehicles are Police-Authorized Tows, City-Authorized Tows and Private Request Tows).

20. GENERAL TERMS AND CONDITIONS:

- a. Entire Agreement: The entire agreement between the Parties shall include this Invitation to Bid, the Specifications, the General & Special Terms and Conditions, the exhibits, schedules or appendices referred to in the bid document, the bid response and submissions, and the Contract for Services. All such documents shall be referred to, collectively, as the "Contract Documents". The City shall not be bound by any past or future terms and conditions or course of conduct not set forth herein, unless set forth in writing, authorized by the governing body of the City and signed by an authorized representative of the City. Any additional or inconsistent terms not so agreed by City in writing shall be null and void. Acceptance of any quotation, acknowledgement, confirmation order, work order, invoice or other form shall not modify the terms of this Agreement. No claims for changes or extras will be permitted for work or materials and no change in price shall be allowed unless approved in writing by the City in advance. Throughout the contract documents, the bidder may be referred to as "Contractor", "Service Provider", "Company" or "Contractor/Supplier".
- b. Safety Provisions: It is the essence of this Agreement that all Work to be performed by Contractor/Supplier shall be done in a safe and good workmanlike manner, free of any accidents. Accordingly, Contractor/Supplier shall promulgate, maintain, and enforce appropriate safety and health rules and procedures (including training) with respect to its personnel and the Work to be performed hereunder. All Work performed hereunder shall fully comply with all lawful governmental safety and health requirements, including the rules and standards established by the Occupational Safety and Health Act of 1970 ("OSHA"), as amended, and any other applicable federal, state and/or local safety or health laws, rules or regulations. Any equipment provided by the City to Contractor/Supplier for the benefit of Contractor/Supplier's employees or those of its subcontractors shall be at the sole risk and liability of Contractor/Supplier to make sure that such equipment is fit for the use intended and is in proper working order. Contractor/Supplier shall maintain a drug and alcohol free workforce at all times while on City's premises/location or performing services hereunder. Upon City's request, Contractor/Supplier shall provide City with a copy of all accident reports prepared by or submitted to Contractor/Supplier, including all OSHA illness and injury reports.
- c. Laws and Ordinances, Regulations, Licensing Fees: Contractor/Supplier represents, warrants and covenants that the Work, including all of the products, merchandise, and materials delivered and/or services rendered hereunder, will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof, and that Contractor/Supplier, Contractor/Supplier's business and all property used therein do and will comply with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof. Contractor/Supplier shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Contractor/Supplier's business or any property used therein, or as necessary for Contractor/supplier's performance hereunder. Contractor/Supplier shall immediately notify city in the event that Contractor/Supplier is not in compliance with any provision of this Section. Contractor/Supplier shall conform to any and all changes made to this contract/agreement as a result of any ordinance, law and /or directive issues by the City or the State of Missouri.
- d. Termination of Contract: The City reserves the right to terminate the contract, in whole or in part, whenever the City determines that such a termination is in the best interest of the City, without showing cause, upon giving ten (10) days written notice to the Contractor/Supplier. The City shall pay all reasonable costs incurred by the Contractor/Supplier up to the date of termination for charges payable by the City as provided herein. However, in no event shall the Contractor/Supplier be paid any amount which exceeds the price proposed for the Work performed. The Contractor/Supplier will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination. When the Contractor/Supplier has not performed or has unsatisfactorily performed

CITY OF O'FALLON, MISSOURI

the contract, the City may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City. Failure on the part of the Contractor/Supplier to fulfill any contractual obligation shall be considered just cause for termination of the contract. The Contractor/Supplier will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the City as a result of the default or in reproducing and completing the work.

- e. Performance: Time is of the essence in the performance of this Agreement: Without limiting the foregoing, Contractor/Supplier agree to use its best efforts to respond in the amount of time requested, particularly during situations involving emergencies, public hazards or inclement weather. Contractor/Supplier warrants that (i) it and all subcontractors hired by Contractor/Supplier (as allowed under the terms of Section 21g hereof). Will perform all Work in a good and workmanlike manner, (ii) all Work, including all goods, materials, and equipment furnished hereunder, shall conform to all requirements and specifications, identified in this Agreement or provided to Contractor/Supplier by City pursuant to this Agreement and all industry standards established by those engaged in a business similar to that on Contractor/Supplier, and (iii) all Work shall be free from defects of any kind.
- f. Independent Contractor: Contractor/Supplier shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant or representative of the City. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.
- g. Assignment: Subcontractors: Contractor/Supplier shall not assign, sublet, or subcontract any portion of the Work without the prior written approval of City. If permitted to subcontract any Work pursuant to this Section, Contractor/Supplier shall be fully responsible for all work and services performed and materials provided by subcontractors. Contractor/Supplier agrees that City reserves the right to approve or reject any subcontractor in the City's discretion.
- h. Conflict of Interest: Contractor/Supplier warrants that it has not given nor received any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other things of value in connection with this Agreement.
- i. Notice: All notices hereunder shall be deemed given if delivered in writing personally or sent by certified mail, electronic transmission, or facsimile to the City or to Contractor/Supplier at the addresses set forth in this Agreement. Any notice given by certified mail shall be deemed given at the time such notice is deposited in the U.S. mail.
- j. Non-Waiver: Waiver of any breach or failure to enforce any of the terms or conditions of this Agreement at any time shall not limit or waive either party's rights thereafter to enforce or compel strict compliance with every term and condition of this Agreement. Course of conduct or failure to enforce shall not constitute a waiver of any written provisions of this Agreement.

CITY OF O'FALLON, MISSOURI

PRICE SHEET

This bid is to furnish vehicle towing and storage services for the City of O'Fallon, Missouri.

Company Name: _____

Year 1:

POLICE TOWS/IMPOUNDS INSIDE CITY LIMITS	HOO K U P S	P E R M I L E	O R H O U R L Y	L O C K O U T	J U M P S T A R T	T I R E C H A N G E	R E C O V E R Y W I N C H I N G	S T O R A G E I N S I D E	S T O R A G E O U T S I D E
CARS/LIGHT TRUCKS/SUV									
MOTORCYCLES									
TRUCKS OVER 8,500 GWW									
TRUCKS OVER 18,000 GWW									
TRUCKS OVER 33,000 GWW AXEL SPAN OF 280 INCHES									
SEMI AND TRAILER									
OTHER									
OTHER									
PRIVATE REQUEST/ACCIDENTS	HOO K U P S	P E R M I L E	O R H O U R L Y	L O C K O U T	J U M P S T A R T	T I R E C H A N G E	R E C O V E R Y W I N C H I N G	S T O R A G E I N S I D E	S T O R A G E O U T S I D E
CARS/LIGHT TRUCKS/SUV									
MOTORCYCLES									
TRUCKS OVER 8,500 GWW									
TRUCKS OVER 18,000 GWW									
TRUCKS OVER 33,000 GWW AXEL SPAN OF 280 INCHES									
SEMI AND TRAILER									
OTHER									
OTHER									
CITY VEHICLES OR CITY AUTHORIZED TOWS INSIDE CITY LIMITS	HOO K U P S	P E R M I L E	O R H O U R L Y	L O C K O U T	J U M P S T A R T	T I R E C H A N G E	R E C O V E R Y W I N C H I N G	S T O R A G E I N S I D E	S T O R A G E O U T S I D E
CARS/LIGHT TRUCKS/SUV									
MOTORCYCLES									
TRUCKS OVER 8,500 GWW									
TRUCKS OVER 18,000 GWW									
TRUCKS OVER 33,000 GWW AXEL SPAN OF 280 INCHES									
SEMI AND TRAILER									
OTHER									
OTHER									

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RENEWAL CLAUSE:

In the event that the City of O'Fallon exercises its options to renew the contract for four (4) additional year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below, the maximum percentages of increase or maximum percentage of decrease for each renewal period. The bidder is cautioned that the percentages shall be computed against the ORIGINAL contract/unit prices during renewal periods. Furthermore, the Bidder is advised that the City does not automatically grant increases at the time of renewing the contract and that if an increase isn't requested, documentation of need must be provided at the time of renewal.

Optional Year 2 Renewal Period Maximum % Increase over Original Bid Price: _____ %

Optional Year 2 Renewal Period Maximum % Decrease over Original Bid Price: _____ %

Optional Year 3 Renewal Period Maximum % Increase over Original Bid Price: _____ %

Optional Year 3 Renewal Period Maximum % Decrease over Original Bid Price: _____ %

Optional Year 4 Renewal Period Maximum % Increase over Original Bid Price: _____ %

Optional Year 4 Renewal Period Maximum % Decrease over Original Bid Price: _____ %

Optional Year 5 Renewal Period Maximum % Increase over Original Bid Price: _____ %

Optional Year 5 Renewal Period Maximum % Decrease over Original Bid Price: _____ %

CITY OF O'FALLON, MISSOURI

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this invitation to bid and any subsequent award of contract. All terms, conditions and representations made in the invitation will become an integral part of the contract.

Acknowledge the receipt of addenda by checking below as appropriate:

Addendum 1 _____ **Addendum 2** _____ **Addendum 3** _____ **Addendum 4** _____

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

The Contractor agrees to provide the equipment, service and supplies described above and in the contract specifications under the conditions outlined in attached documents for the amount stated above.

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and Sworn to before me this _____ day of _____ AD, 2019

(Notary Public) My Commission Expires: _____



CONTRACT FOR SERVICES
(To Be Prepared By City Attorney After Bidding)



**CITY OF O'FALLON, MISSOURI
PURCHASING DEPARTMENT**

100 North Main Street
O'Fallon, MO 63366

T: (636) 379-5527

Fax: (636) 978-4144

LATE BIDS CANNOT BE ACCEPTED!



<u>SEALED BID</u>	
INVITATION #:	19-031
OPENING DATE:	03/27/2019
OPENING TIME:	2:00 P.M. CDT
DESCRIPTION:	TOWING & STORAGE SERVICES
DATED MATERIAL-DELIVER IMMEDIATELY	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR BID TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!