

Request for Bids

Exclusive Contract for City Towing Services

The City of Hannibal is seeking bids from qualified towing companies to provide towing services for city-owned vehicles and city-authorized tows of passenger vehicles and trucks rated 12,000 lbs GVW or less. The city anticipates a 1-year exclusive contract, with the option to extend.

I. BIDDING REQUIREMENTS

To be eligible for selection, interested tow companies must:

1. Have and occupy a verifiable business address;
2. Possess a current city business license prior to actually commencing work (not necessarily at the time of bid);
3. Have a fenced, secure, and lighted storage lot, or enclosed secure building for the storage of motor vehicles;
4. Be available twenty-four (24) hours a day, seven days a week. *Available* shall mean an employee of the towing company, or an answering service answered by a person, is able to respond to a tow request;
5. Furnish the Affidavit of Work Authorization and Documentation form pursuant to 285.530 RSMo stating they do not, and will not employ illegal aliens. See Attachment 1 herein;
6. Maintain a valid insurance policy issued by an insurer authorized to do business in this state for the death of, or injury to, persons and damage to property, for each accident or occurrence. The city's insurance requirements are listed in Attachment 2 herein;
7. Provide workers' compensation insurance for all employees of the towing company if required by RSMo Chapter 287;
8. Maintain current motor vehicle registrations on all tow trucks currently operated within the towing company fleet.

II. DESCRIPTION OF TOWING SERVICE REQUIREMENTS

1. Selected firm will be contacted by city personnel to tow vehicles rated 12,000 GVW or less for any of the following reasons:
 - a. Junk vehicles, derelict vehicles, abandoned vehicles, or illegally-parked vehicles;
 - b. Impounded vehicles stemming from arrest;
 - c. Evidentiary vehicles;
 - d. City owned vehicles of 12,000 GVW or less for any reason;
 - e. Any vehicle directed for removal by the Hannibal Police or Fire Departments;
 - f. Vehicular accidents where the motorist simply "requests" the Police Department select the tow company (note: The listing of all tow companies will still be provided to motorists by the Police Department for motorist selection; however, this bid package

refers to city-authorized tows of city vehicles, and city-authorized tows of private vehicles where motorist choice is NOT a factor).

2. The selected firm must be able to respond to a location within the Hannibal city limits within twenty-five (25) minutes or less after initial request for service is made; exceptions understood during inclement weather.
3. Contractor's employees shall ensure that no part or property is removed from any vehicle towed for the city unless the impounding officer or his/her designee specifically authorizes such removal.
4. City officials and employees reserve the right to use alternative tow service from time-to-time if any of the following are applicable:
 - a. The chosen firm cannot meet, or failed to meet one of the requirements listed above, or the chosen firm is unavailable due to the volume of other tow requests.
 - b. When request for tow service lies outside the city limits, though city will attempt to use the chosen firm where towing needs occur in-close proximity to the city limits.
 - c. Large scale firefighting, snow removal, or similar vehicles which by their weight, size, attached equipment, or combination thereof, render it impractical for the selected firm to tow the vehicle. If the chosen firm has the capacity to tow such vehicles, the city will certainly call upon them for such tows; otherwise, the city will use specialty services in these instances.
 - d. Any emergency situation where life and/or traffic safety is immediately jeopardized.
5. Agents and employees of the chosen firm must wear identifiable clothing to the company (either shirt, or coat, or jacket, AND name badge) to promote a professional image while performing service work for the city. The city will be judged by the appearance and performance of the chosen firm.
6. The city seeks a one (1) year contract, with the option to extend the accepted bid until either (i) the city chooses to rebid the service, (ii) the chosen firm raises tow service costs, or (iii) the chosen firm expresses intent to withdraw from the contract.
7. The City reserves the right to suspend or decline further use of the selected firm if said firm fails to meet any of the requirements listed herein, or if problems arise that deem further use of the chosen firm contrary to the city's best interests.

III. BID SUBMITTAL

In order to be considered, qualified, interested firms should submit a sealed bid at the following address by **Tuesday, January 29, 2013 at 2:00 p.m.:**

City of Hannibal
Attention: City Clerk's Office
Re: Towing Bids
320 Broadway
Hannibal, MO 63401

Bids will be opened on **Tuesday, January 29, 2013 at 2:00 p.m.** in the City Council Chamber at Hannibal City Hall; 320 Broadway; Hannibal, MO 63401. Thereafter, the city intends to award contract as soon as is reasonably possible.

All bids must include a brief letter providing EACH of the following:

1. A bid (dollar amount) the company will charge to tow a vehicle licensed 12,000 GVW or below;
2. A verifiable business address;
3. Statement that the interested firm either possesses a current city business license, or intends to acquire a city business license prior to commencing work under this contract;
4. Provide a photo and description of the fenced, secure, and lighted storage lot to be used; or alternatively, photo and description of the enclosed secure building for storage of motor vehicles;
5. Statement explaining the firm's means of providing these services twenty-four (24) hours a day, seven days a week. Recall, *available* can mean an employee of the towing company, or an answering service answered by a person, who is able to respond to a tow request;
6. Furnish the Affidavit of Work Authorization and Documentation form pursuant to 285.530 RSMo stating they do not, and will not employ illegal aliens. This E-verify affidavit can be found on the Department of Homeland Security's website. Please download and complete the form, sign it, and submit it with your bid;
7. Provide a letter from an insurer authorized to do business in this state attesting to your ability to secure the required insurance coverage (coverage requirements are provided in Attachment 2 of this document). You **DO NOT** have to possess the insurance coverage at the time of your bid, but the city needs a letter from your carrier (or other carrier willing to insure you) stating that you are indeed insurable to these required standards and amounts;
8. Provide proof of workers' compensation insurance for all employees of the towing company, if required by chapter 287;
9. Provide a statement that you maintain current motor vehicle registrations on all tow trucks currently operated within the towing company fleet. This information may be checked by the city prior to contract.

The city reserves the right to reject any and all bids, or to waive minor informalities for purposes of consideration. The City of Hannibal is an Equal Opportunity Employer and invites the submission of bids from minority and women-owned firms. Questions regarding this Request for Bids shall be made to City Manager Jeff LaGarce at 573-221-0111, extension 5.

NOTE TO BIDDERS: It is crucial you submit everything requested in section **III. Bid Submittal**. Too many firms omit mandatory items, disqualifying them from consideration. The city deplors those instances because many of those bids are quite good. While minor informalities can be waived for bid review purposes, please do not omit ANYTHING requested above in Section III, because the city will have no choice but to disqualify your bid. If we fail to disqualify your bid, other bidders will object, and the integrity of an otherwise objective bid process becomes compromised.

Please provide everything requested; we've tried to keep the specifications as simple as possible, yet still meet legal requirements.

ATTACHMENT 1

Missouri Revised Statutes

Chapter 285

Employers and Employees Generally

Section 285.530

August 28, 2010

Employment of unauthorized aliens prohibited--federal work authorization program, requirements for participation in--liability of contractors and subcontractors.

285.530. 1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

2. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis. During or immediately after an emergency, the requirements of this subsection that a business entity enroll and participate in a federal work authorization program shall be suspended for fifteen working days. As used in this subsection, "emergency" includes the following natural and manmade disasters: major snow and ice storms, floods, tornadoes, severe weather, earthquakes, hazardous material incidents, nuclear power plant accidents, other radiological hazards, and major mechanical failures of a public utility facility.

3. All public employers shall enroll and actively participate in a federal work authorization program.

4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.

5. A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

ATTACHMENT 2

INSURANCE REQUIREMENTS

Contractor's and Subcontractor's Insurance

- 1.1 The contractor shall purchase and maintain such insurance as will protect him AND THE CITY OF HANNIBAL AS AN ADDITIONAL INSURED from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1.1.1 Claims under Workmen's Compensation disability benefit and other similar employee benefit acts;
 - 1.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - 1.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - 1.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
 - 1.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

<p>1.2 CERTIFICATES OF INSURANCE, which are acceptable to the CITY shall be filed with the CITY prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the City. <i>The policy shall name as the insured the Contractor, and <u>must</u> name the City of Hannibal as Additional Insured. CERTIFICATE OF INSURANCE must have an "Additional Insured" Endorsement attached to the document. The policy <u>must</u> indicate the Project name.</i></p>

- 1.3 The Contractor shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:
 - 1.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him, or anyone directly or indirectly employed by the Contractor, or by a Subcontractor under him. Insurance shall be written with a limit of liability of

not less than **\$1,000,000** for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than **\$2,000,000** aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than **\$1,000,000** for all property damage sustained by one person in any one accident; and a limit of liability of not less than **\$2,000,000** aggregate for any such damage sustained by two or more persons in any one accident.

- 1.3.2 The Contractor shall acquire and maintain, **if applicable**, Fire and Extended Coverage insurance upon the project to the full insurable value thereof for the benefit of the CITY, the Contractor, and Subcontractors, as their interest may appear. This provision shall in no way release the Contractor or Contractor's surety from obligations under the Contract Documents to fully complete the project.
- 1.4 The Contractor shall procure and maintain, at his own expense, during the Contract time, in accordance with the provisions of the laws of the state in which the work is performed, **Workman's Compensation Insurance**, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workman's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employs are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workman's Compensation Statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 1.5 The Contractor shall secure, **if applicable**, "All Risk" type builder's risk insurance for work to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the Contract Price totaled in the bid. The policy shall cover no less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract time, and until the work is accepted by the CITY.