

# Request for Bids

## Bid Addendum #1

### 1. CLARIFICATIONS

A. Please provide your bid on a “per tow” basis (who much will you charge the city for a tow?). All bidders are asked to be no less than one dollar (\$1.00) per tow.

B. If a motor vehicle accident occurs, the motorist will select a tow company of their choice from the Hannibal Police Department’s courtesy list (which includes all towing companies). Billing will be to the vehicle owner and/or their insurance company. Nothing changes in this regard.

If a motor vehicle accident occurs and the motorist is incapacitated or otherwise unable to select a tow company of their choice, the Hannibal Police Department will contact the city’s contract-towing company for this service. Billing will be to the vehicle owner and/or their insurance company, and the city’s contract price (via this contract) need not be adhered-to by the towing company. If it’s a rollover, for instance, you can charge the vehicle owner all costs associated with a rollover accident.

If the Police Department recovers a stolen vehicle in Hannibal (on the road, wedged in Bear Creek, etc.), the Hannibal Police Department will contact the city’s contract-towing company. Billing will be to the vehicle owner and/or their insurance company. Nothing changes in this regard.

The vast majority of towing services for-which the city is involved are requested and paid-for by the motorist. Authorized tows under this contract are those which the city both authorizes and intends to pay for.

Tows authorized and paid-for by the city could involve debris removal and/or other services (which should be rare). Given this possibility, you may wish to factor those costs into your bid quote – but that’s your choice. We cannot solicit categorical bids (examples: cost for day tow, cost for night tow, rollovers, debris removal, extrication, etc. If we did so, each company stands to be low bidder on a different category, and we’d have no real means for fair selection). This is why we seek on single quote for towing vehicles of 12,000 GVW or less which will be authorized and paid-for by the city. Build anything you feel necessary into your quote, but we seek one (1) single quote for a city-authorized tow.

Bottom Line: The city is bidding tows that it both authorizes and intends to pay for. In addition, there may be tows in this category where the motorist ultimately pays, but is not competent to select a towing company.

### 2. WORKERS COMPENSATION

The following was brought to my attention with regard to workers compensation. In the State of Missouri you are required to carry workers’ compensation insurance if you have five or more employees, unless you are in the construction industry, then you must carry workers’ compensation insurance if you have one or more employees. Employers that don’t have the required number of employees or who have employees in the exempt categories may “elect” to come under the law and carry workers’ compensation insurance. Exempt employers that decide not to purchase workers compensation insurance or to self-insure remain exposed to civil lawsuits brought by employees who are injured during work. Sole proprietors and partners are not themselves covered unless they elect to be covered; close family member-employees and members of a limited liability company are presumed to be covered unless they opt out.

The underlined section above is the operative section (5 or more employees requires workers’ compensation coverage). Therefore, in accordance with State law, the selected firm must, before a contract with the city is executed, carry workers’ compensation insurance for each employee working for

the firm, provided that firm has "five or more employees". The city cannot contract with a firm operating in violation of State law.

### **3. EVENT OF TIE BIDS**

In the event of tie bids, selection will occur by random draw at the bid opening by a non-interested individual employee (ie. City Clerk or a Clerk's department employee). All bidders are asked to bid no less than one dollar (\$1.00) per tow.

### **4. TERM OF CONTRACT**

Original specifications stated a 1-year contract, with opportunity for extension to three (3) total years. Given information presented at the pre-bid meeting, the city will retain the goal of a 1-year contract, and will still consider an extension to three (3) total years, but will monitor the initial 1-year agreement very closely to determine community economic impact.

### **5. EXTENSION OF BID DEADLINE**

Due to the request for certain clarifications, a pre-bid meeting, and a city holiday on Martin Luther King Day, the bid deadline is being extended from January 29 to **Tuesday, February 5, 2015 at 2:00 p.m.** Bids will be opened in the City Council Chambers, 320 Broadway, on Wednesday, February 5, 2013 at 2:00 p.m. Aside from the date change, please submit and mark all bid packages and previously requested.

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**REMINDER TO BIDDERS:** It is crucial you submit everything requested in the bid package; specifically, those requirements given in section **III. Bid Submittal**. Too many firms omit mandatory items, disqualifying them from consideration. The city deplores 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 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.

Jeff LaGarce  
City Manager  
January 28, 2013