

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
RON'S AUTO & TRUCK TOWING, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Ron's Auto & Truck Towing, a(n) LLC (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2024-022 City Ordered Tow Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Towing Services (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement.
 - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
 - b. Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
 - c. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Contractor, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Contractor shall continue to perform its obligations under this Agreement.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
4. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line item costs (as described in the Scope of Work) at the rates for set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.
5. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.
6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with

Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor’s performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively “Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement.

Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to this Agreement and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Contractors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers,

directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

D. Garage Liability.

Limits: \$500,000 Each Accident
Combined Single Limit
Bodily Injury & Property Damage

Conditions: Premises & Operations
Products/Completed Operations

E. Garagekeepers Legal Liability.

Limits: \$100,000 Each Occurrence (not each vehicle)

Conditions: Fire, Lighting, Explosion, Theft, Windstorm, Hail, Vandalism, Collision including Collision of a Transporting Conveyance.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
 4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
 5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
 6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.
- 14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.
- 14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.
- 14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

- 15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.
- 15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.
- 15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.
- 15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- 15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Ron's Auto & Truck Towing, LLC
33811 E 50 Highway
Lee's Summit, MO 64086
Attn: Ron Harvey

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply

with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

15.16 **Work Authorization Affidavit and E-Verify**. Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of

citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant’s business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF LEE’S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of _____)
_____) ss.
State of _____)

My name is _____. I am an authorized agent of _____ (“Bidder”). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee’s Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee’s Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

SEAL

15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor’s Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than the City’s project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee’s Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City’s determination shall control.

15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase

of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

Mark Dunning, City Manager Date

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Edward Rucker, Chief Counsel of Management and Operations

RON'S AUTO & TRUCK TOWING, LLC

By  _____

Print Name RON HARVEY _____

Title Manager _____

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
RON'S AUTO & TRUCK TOWING, LLC
CONTRACTOR'S PROPOSAL

See following pages.

REQUEST FOR PROPOSALS
SOLICITATION INFORMATION AND SELECTION SCHEDULE*

Solicitation Number: **2024-022**

Solicitation Title: City Ordered Tow Services

Release Date: October 2, 2023

Non-Mandatory No Pre-Proposal

Final Date and Time for Inquiries: October 12, 2023 at noon CST

Proposal Due Date and Time: October 20, 2023 at 3:00 PM CST

Shortlist Announced for Oral Interviews**:

week of October 24, 2023

Oral Interviews** (if necessary): week of October 31, 2023

Target City Council Award Date: December, 2023

Anticipated Agreement Start Date: February 1, 2024

Procurement Officer: DeeDee Tschirhart | 816-969-1087 | deedee.tschirhart@cityofls.net

* The City of Lee's Summit reserves the right to amend the solicitation schedule as necessary.

** In the event that a Contractor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.

Any amendment to or deviation from the City's Standard Terms and Conditions may lead to your bid being rejected as non-responsive to this RFP.

TABLE OF CONTENTS

<u>Section A</u>	<u>Page</u>
I. RFP Process, Award of Agreement	A-1
II. Proposal Format and Oral Interviews, Scoring	A-6
III. Vendor Information Form & Proposal Forms (1-6)	A-10
<u>Section B</u>	
Scope of Work for Services/Project	B-1
<u>Section C</u>	
Proposed Services Agreement	C-1

- D. Firm Responsibilities. All Firms shall (1) examine the entire RFP; (2) seek clarification, prior to the Final Date and Time for Inquiries, of any item or requirement that may not be clear; (3) check all responses for accuracy before submitting a Proposal; and (4) submit the entire Proposal before the Proposal Due Date and Time. Late Proposals will not be considered. A Firm submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Due Date and Time.
- E. Sealed Submittal. All Proposals submitted via Public Purchase shall remain sealed until after the Proposal Due Date and Time. Hard copy submittals shall be sealed and clearly marked with the RFP number, title and Procurement Officer's name on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. If proposals are dropped off in City Hall, Bidder should obtain a receipt showing their proposal was delivered prior to the opening date and time. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.
- F. Address. If applicable, requested samples, or product that cannot be submitted electronically shall be directed to the following address: Procurement and Contract Services, 220 SE Green Street, Lee's Summit, Missouri 64063. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.
- G. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.
- H. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **120** days after the Proposal Due Date and Time indicated on the cover of this RFP.
- I. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Firm (or designated representative) may amend or withdraw its Proposal on Public Purchase. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.
- 1.3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Firm is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.
- 1.4. Inquiries; Interpretation of Specifications; Scope of Work.
- A. Inquiries. Any question related to the RFP, including any part of the Specifications, Scope of Work, or other Agreement Documents, shall be submitted only via Public Purchase before the Final Date and Time for inquiries using the Questions section for the RFP on Public Purchase. Questions unrelated to the RFP may be directed via email to the Procurement Officer whose name appears on the cover page of this RFP. Hand-delivered, mailed, verbal, or telephone inquiries directed to City staff **will NOT be answered**. Within two (2) business days following the Final Date and Time for Inquiries, unless otherwise extended, listed on the cover page of this RFP, answers to questions received will be posted in the Question and Answer section on Public Purchase. If an answer to a question results in a change or clarification to the specifications, the City will issue an Addendum via Public Purchase. Firm is responsible to look at Public Purchase to find answers to submitted questions. Failure to look at Public Purchase does not excuse Firm's failure to comply with any requirements of the RFP. The City will not respond to inquiries submitted after the Final Date and Time for Inquiries. Any interpretations or corrections of the RFP and proposed Services Agreement will be made only by addendum(s) duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations.
- B. Pre-Submittal Conference. If the City has scheduled a Pre-Submittal for this RFP, the date and time of such conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Firm's Proposal non-responsive. Firms are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the

SECTION A**I. RFP PROCESS; AWARD OF AGREEMENT**

- 1.1. Purpose; Scope of Work. The City of Lee's Summit (the "City") is issuing this Request for Proposals ("RFP") seeking proposals ("Proposals") from qualified, licensed firms ("Contractors") interested in providing City Ordered Tow Services (the "Service"), as more particularly described in Section B, "Scope of Work" of this RFP. In accordance with the City's Procurement Policy, the City will accept sealed Proposals for the Services specified in the Scope of Work.
- 1.2. Preparation/Submission of Proposal. Firms are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.
- A. Irregular or Non-responsive Proposals. Any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications shall be considered as "irregular" or "non-responsive" and rejected. Unauthorized conditions, limitations, or provisions shall also be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:
- i. Firm does not meet the minimum required skill, experience, or requirements to perform or provide the Services;
 - ii. Firm has a past record of failing to fully perform or fulfill contractual obligations;
 - iii. Firm cannot demonstrate financial stability; or
 - iv. Firm's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.
- B. Submittal Quantities. Interested Firms shall submit proposals via Public Purchase at <https://www.publicpurchase.com> prior to the Proposal Due Date and Time.
- C. Required Submittal. The Proposal shall be a maximum of **15** pages to address the RFP criteria (excluding cover letter, Forms 1, 2, 3, 4, Vendor Information Form, but including the materials necessary to address program understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional program-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial, Calibri, or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Each Proposal shall be submitted with the following documents:
- i. A cover letter with a signature by a person authorized to bind the Firm. Proposals submitted without a cover letter with a signature by a person authorized to bind the Firm shall be considered non-responsive.
 - ii. Vendor Information Form, with a signature by a person authorized to bind the Firm
 - iii. FORM 1 Proposer Profile
 - iv. FORM 2 Key Outside Consultants/Subcontractors
 - v. FORM 3 Experience/References
 - vi. FORM 4 Resumes of Key Personnel and Certifications (if any).
 - vii. Form 5 Project Approach Narrative. Provide detail project approach including but limited to: Project Schedule, Detailed response to the City's needs, Roles of all involved parties clearly identified, Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere, proposed communication process.
 - viii. Form 6 Fee Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Section B of this RFP.
 - ix. Acknowledgment page, with a signature, for any Addendum(s) received.

City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to this RFP. Oral statements or instructions will not constitute amendments or addenda to this RFP.

- 1.5. Addendum. It shall be the Firm's responsibility to check for addendum(s) issued to this RFP. Any addendum issued by the City relating to this RFP will be available on Public Purchase, the City's e-procurement website.
- 1.6. Public Record. All Proposals shall become the property of the City. After Agreement Execution, Proposals shall become public records and shall be available for public inspection in accordance with the City's Procurement Policy and the Missouri Sunshine Law, except that any portion of a Proposal that was designated as confidential pursuant to Section 1.7 below shall remain confidential from and after the time of Agreement Execution to the extent permitted by Missouri law.
- 1.7. Confidential Information. If a Firm believes that a Proposal, Specification, or protest contains information that qualifies as a closed record pursuant to Chapter 610, RSMo., Firm shall submit a written statement, including the supporting legal citation, advising the Procurement Officer of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Firm as confidential shall not be disclosed until the Procurement Officer makes a written determination. The Procurement Officer shall review the statement and information with the City Attorney and shall determine, in writing, whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Officer shall inform the Firm, in writing, of such determination.
- 1.8. Firm Licensing and Registration. The awarded Firm shall secure and maintain all applicable licenses and registrations imposed by law, regulation, or ordinance and pay all charges and fees, which shall include valid registration with the Missouri Secretary of State (if applicable) and a current City Business License. Before issuance of an Agreement to the successful Firm, proof of the licenses (i.e. copy of the paid receipt or the actual license) shall be provided to the Procurement Officer. It shall be the responsibility of the successful Firm to contact the Development Center, (816) 969-1220, <https://cityofls.net/development-services/doing-business/business-and-contractor-licensing>, for information to obtain business licenses.
- 1.9. Certification. By submitting a Proposal, the Firm certifies:
 - A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.
 - B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of any law, regulation, order, or ordinance, including Federal Executive Order 11246, as amended.
 - C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Proposal or a resultant Agreement. In the event that the resultant Agreement is canceled pursuant to a violation of a certification, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Firm an amount equal to 150% of the gratuity.
 - D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.
 - E. No Signature/False Statement. The signature on the Proposal and the Vendor Information Form is genuine. Failure to sign the Proposal and the Vendor Information Form, or signing either with a false statement, shall void the submitted Proposal and any resulting Agreement, and the Firm may be debarred from further participation in the City.
 - F. Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Services Agreement including the Scope of Work and other Exhibits.
- 1.10. Award of Agreement.
 - A. Selection. A selection committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened after the designated date and time on the cover page of this RFP. **PRICES SHALL NOT BE READ**. The Selection Committee shall award the agreement to the responsible and responsive Firm whose Proposal is determined, in writing, to be the most

- advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Firm, the successful Proposal and the scoring documentation shall be open for public inspection.
- B. Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
 - C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Firms who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.
 - D. Form of Agreement. The selected Firm will be required to execute the City's Services Agreement in a form acceptable to the City Attorney. A proposed Services Agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Firm, the City may then negotiate with the second, then third, highest-scoring Firm until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.
 - E. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to (1) waive any immaterial defect informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.
 - F. Protests. Any Firm may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Policy.
111. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Firm's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Firm has signed, and the City has approved, a Services Agreement between the City and the Firm in the form acceptable to the City Attorney. A proposed Services Agreement is included herein.
112. Required Agreement Documents. Awarded Proposer(s) shall provide the following applicable documents within ten (10) days after the City issues Notice of Award. The City shall not execute the Services Agreement until all of the documents are received.
- A. Final Negotiated items;
 - B. Certificate from Secretary of State with Missouri Charter Number or Exemption Number;
 - C. City of Lee's Summit Business License;
 - D. Certificate of Insurance naming the City of Lee's Summit and **complete endorsement documents** for the endorsements required in Section 12 "Insurance" of the Services Agreement;
 - E. Completed Vendor Information form and current W-9;
 - F. E-verify Signature Page; and
 - G. Work Authorization Affidavit.

II. PROPOSAL FORMAT; SCORING

Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee. If necessary, the Selection Committee may conduct oral interviews with the highest ranked Firms based upon the Proposal submittal scoring.

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: (1) a review and evaluation of all responsive proposals and (2) the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and score each responsive proposal based on the criteria identified in Attachment I to this RFP.

The Proposal Score Sheet for the evaluation of the proposals is included as Attachment I of this document.

The Selection Committee may request additional submittals. Scores identified on the Proposal Score Sheets submitted by the Selection Committee will be utilized to create a Composite Score Sheet.

The Project Manager and Selection Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest scoring firm based on overall composite score results. If it is determined by the Project Manager and Selection Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process. If the City is unable to successfully negotiate an agreement with the highest ranked firm, the City will terminate negotiations with such firm and may begin negotiations with the next highest ranked firm.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Selection Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Selection Committee. Oral interviews may be conducted in order to make a final determination of the top scoring firm if the City determines interviews are necessary.

The Interview Score Sheet for the evaluation of interviews is included as Attachment II of this document. Scores identified on the Interview Score Sheets submitted by the Selection Committee will be utilized if applicable to create a Composite Interview Score Sheet.

The Project Manager will check reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.

Upon selection of the top scoring firm, the City may negotiate the final scope of work, specifications, conditions and terms of the agreement including cost.

ATTACHMENT I
PROPOSAL RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1	Evidence of Experience & References Consider experience and references listed by the firm/provider. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> Familiarity and experience with similar projects Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2	Expertise of Firm/Provider Personnel Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined. Also consider the specific involvement of those persons in projects listed. Experience on projects of similar scope and size: <ul style="list-style-type: none"> Project Manager Project team Sub-consultants (if applicable) 	30	_____
3.	Applicable Resources Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed. <ul style="list-style-type: none"> Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4.	Project Approach Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach <ul style="list-style-type: none"> Project schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process Unique approaches that have been successful elsewhere. 	20	_____
5.	Cost (EXHIBIT C) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____
	Ranked By: _____	TOTAL POINTS (100)	_____

ATTACHMENT II
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

Evaluation Criteria	Maximum Points	Score
1. Evidence of Experience & References with Similar Projects Consider experience and references listed by the firm/provider. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> Familiarity and experience with similar projects Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2. Expertise of Firm/Provider Personnel Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined. Also consider the specific involvement of those persons in projects. Experience on projects of similar scope and size: <ul style="list-style-type: none"> Project Manager Project team Sub-consultants (if applicable) 	30	_____
3. Applicable Resources Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed. <ul style="list-style-type: none"> Standard Quality Assurance/Quality Control program or procedures the firm has in place Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4. Project Approach Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach <ul style="list-style-type: none"> Project schedule and detailed approach is reasonable/responsive to City's needs Roles of all involved parties clearly identified Familiarity with project location as evidenced by proposal (if applicable) Identify/recognize critical or unique issues specific to the project Adequacy of proposed communications process Unique approaches that have been successful elsewhere. 	20	_____
5. Cost (EXHIBIT C – unless superseded by a Best and Final Offer) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____
Ranked By: _____	TOTAL POINTS (100)	_____ _____

VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Ross Auto & Truck Towing LLC
FIRM SUBMITTING PROPOSAL

30-0599882
FEDERAL TAX ID NUMBER

Ron HARVEY Manager
PRINTED NAME AND TITLE

[Signature]
AUTHORIZED SIGNATURE

33811 E 50 Hwy
ADDRESS

816-810-5151 816-697-9010
TELEPHONE FAX #

LEE'S Summit Mo 64086
CITY STATE ZIP

10-15-23
DATE

WEB SITE

RossAutoTruckTowing@yahoo.com
E-MAIL ADDRESS

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise?
If yes, please provide details and documentation of the certification.

FORM NO. 1: PROPOSER PROFILE

- 1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:
Ron's Auto & truck Towing LLC 33811 E 50 Hwy Lee's Summit Mo 64086
- 1a. Provider /Firm is: National Regional Local
- 1b. Year Provider/Firm Established:
1972
Years of Experience providing RFP identified services/project for municipalities:
Year of Experience conducting requested services *24*
51
- 1c. Licensed to do business in the State of Missouri: Yes No
- 1d. Principal contact information: Name, title, telephone number and email address:
Ron Hanvey - Manager - 816-820-7403 Ron's Auto & Truck Towing @ Yahoo . Com
- 1e. Address of office to perform work, if different from Item No. 1:
- 2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: *10*
- 3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
- 3a. Has this Joint Venture previously worked together? Yes No

FORM NO. 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address *Jackson County Tow Service*
613 S.E.
Blue Springs Mo. 64014
Specialty/Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established: *1996*

Years of Experience providing requested services *27 Years*

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: Yes No

Year Firm Established:

Years of Experience providing requested services

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

*Lone Jack PD
Warrensburg PD
Johnson County Sheriff Dept.
Holden PD
Greenwood PD
Arain Valley PD
Lake Lotawana PD
Lake Tapawingo PD*

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title:

Ron Hawey Manager

b. Project Assignment:

c. Name of Service Provider/Firm with which associated:

Reno Auto & Truck towing LLC

d. Years' Experience:

With this service provider/firm *50+* other service providers/firms ____
years

e. Education: Degree(s)/Year/Specialization:

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

<i>Mike Elliott</i>	<i>20 years Experience</i>
<i>Shawn Cummings</i>	<i>3</i>
<i>Scott Taylor</i>	<i>8</i>
<i>Bobby Bradley</i>	<i>15</i>
<i>Ethan Kucak</i>	<i>9</i>
<i>Pat Bond</i>	<i>3</i>
<i>Joe Rilley</i>	<i>4</i>
<i>Troy Tilton</i>	<i>30</i>
<i>Melissa Kuntz</i>	<i>6</i>
<i>Ron Hawey</i>	<i>50+</i>

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

I would like to thank you for having "Ron's Tow" serve the community with the City of Lee's Summit tow contract. With many tows we feel we have honored the contract as well as assisted city vehicles when needed.

Being a life long resident of Lee's Summit I am proud to be able to provide this service.

We would appreciate to continue this tow contract for the next 5 years.

FORM NO. 6: FEE SCHEDULE

Description of Services	Est Qty	Unit	Proposed Rate	Unit Cost
1. Tow-Non-Accident	175	each	\$80.00	\$
2. Tow-City Owned Vehicle (any type)	150	each	\$80.00	\$
3. Normal Recovery/Accident				
VEHICLES UP TO ¼ TON	600	each	\$145.00	\$ 125 ⁰⁰
VEHICLES ¼ TON TO 26,000 POUNDS	270	each	\$155.00	\$ 150 ⁰⁰
VEHICLES OVER 26,000 POUNDS		each	\$195.00	\$
4. Winching	120	minimum	\$60.00	\$
5. Dollie Service (per application)	100	each	\$65.00	\$
6. Tire Change	10	each	\$70.00	\$
7. Cover/Tarping	20	each	\$15.00	\$
8. Jump Starts	50	each	\$65.00	\$
9. Unlocking Vehicle	50	each	\$65.00	\$
10. Mileage Charges (average 10mi/trip)				
VEHICLES UP TO ¼ TON – PER LOADED MILE	715	mile	\$3.50	\$
VEHICLES OVER ¼ TON – PER LOADED MILE		mile	\$4.00	\$
11. Storage				
All Vehicles	1421	days	\$35.00	\$
12. Waiting Time				
Billable Rate after the first 30 Minutes	N/A	hour	NC	\$
13. Cancellation by the City				
Any Vehicle	2	each	\$80.00	\$
14. Drive Line Disconnection & Reconnection	20	each	\$45.00	\$
15. Certified Letters to Vehicle Owners	1	each	NC	NC
16. Additional Equipment/Services (Optional)	N/A			List separately-see below

6.1 Additional Equipment/Services (Optional)

Description: Skid Steer Fee: \$ 100⁰⁰ Hr.
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: Tow Books
 Description: _____
 Web Address: _____
 Ability to provide reports based on the tow ticket example attached? Yes No
 Fee for City use (if any) \$ 0

6.3 Towing Company will provide for the storage of vehicle at: 33811 E 50 Hwy LS Mo 64086 (tow lot address)

Lot size: _____ square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063, but still within the State of Missouri.

Yes No

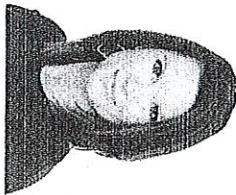
FW: Current Truck List-Ron's

From: Jamie Shockley (jshockley@mkeithins.com)

To: ronsautotrucktowing@yahoo.com

Date: Tuesday, September 12, 2023 at 12:03 PM CDT

Year	Make	Model	VIN
2008	Dodge	5500	3D2WC78A18G146482
2015	Dodge	Ram 4500	3C7WRLLAL9FG665545
2012	Peterbilt	386	1XP49X1CD141766
2019	Ford	F750	1FDWX7DE5KDF06287
2002	Freightliner	FLD 112	1FUJACASX2PJ15026
2019	Chevrolet	5500	1HTKJPK0KH811605
1998	Peterbilt	330 Conventional	3BPNH77XYWF435649
2020	Ram	5500	3C7WRMDL2LG261600
2020	Ram	5500	3C7WRNDL6LG269351
2018	Kenworth	T270	2NKHHM6X8JM185795
2018	Freightliner	M2	1FVACWFC8JHP6981
2021	Ram	5500	3C7WRMDL6MG586431
2012	Dodge	5500	3C7WDNEL3CG172198
2022	Ram	5500	3C7WRNDL7NG103309
2003	Western Star		5KKHALCV63PL87267
2023	Peterbilt	389	1NPXL49X3PDD869684



Jamie Shockley, CISR
Account Manager

660-924-0154 - Direct
660-885-5581 - Office
660-885-8278 - Fax

Truck#	Description	Chassis Serial #	Bed Serial #	Mileage	Tag #	Tag - C	Tag - S	Lic. Weight	GVWR
SOLD/TRADED 19	2012 Dodge 5500 SLT 4 door 4WD with Vulcan 894 Wrecker Bed	3C7WDFN2CG229098	894-01285-F12		73A2WU MO	131	131	26,000	19,500
21	2011 Dodge 5500 wrecker	3D6WA7E198G551586			02B4IG MO			26,000	19,500
SOLD/TRADED 50	2002 Peterbilt 378 with V100 Vulcan 50 Ton Wrecker Bed	1NPFL69X12N573587			28AG7B MO	182	182	48,000	54,060
87	1987 Freightliner Cabover Tractor	1FUJEDY89HP310445			09B8CA MO			80,000	52,000
SOLD/TRADED 88	2016 GMC 3500 4 door 4 wheel drive with Sneaker lift	1GT42Y8XGF121473						24,000	13,025
89	2010 Chevrolet 3500 Crew Cab 4WD	1GCA4YUE9L154398						26,000	12,250
90	2019 Chevrolet Suburban	Melissa							
91	2022 Ford F350 Crew Cab	Josh							
GONE 92	2021 GMC Sierra 3500 Crew Cab 4WD Dually w/ sneaker lift	1GT49WEY6MF218228						26,000	
Traded 101	2017 Dodge 5500 with Vulcan 19.5 Steel Rollback Bed	3C7WRMDL6HG655995			51J5GT MO			26,000	19,500
Sold 103	2019 Chevy 6500 Rollback	1HTKHPVM1KH805230						26,000	22,940
Sold 104	2020 Dodge 5500 with Vulcan 19.5 Steel Rollback Bed	3C7WRMDL2LG168852						26,000	19,500
Sold 105	2021 Dodge 5500 Self Loader Bed	3C7WRNEXLXMG526219						26,000	
Sold 106	2020 Dodge 5500 with Vulcan 19.5 Steel Rollback Bed	3C7WRMDL1LG298931						26,000	18,500
107	2022 Chevrolet 3500 4x4 Service Bed	1GB4YSE75NF192021							
108	2018 Ford F350 Self Loader	1FD8X3G68JEC20996							
109	2022 Dodge Ram 5500 w/ Vulcan 19' Flatbed	3C7WRMDL8NG205227	AL1DC28221266						
112	2022 Dodge Ram 3500 p/u with Tommy Lift gate	3C63R3GJ1NG401943							
118	2022 Ford F550 w/ Vulcan 812 self loader bed	1FD0W5HT6NEF13365							
119	2022 Dodge Ram 5500 w/ Vulcan 19.5' Flatbed	3C7WRNLD1NG171282							
274	2018 Kenworth T270 with Vulcan 21.5 LCG Steel Rollback Bed	2NKHHM6X5JM185804			64B6JJ MO			26,000	26,000
275	2019 Peterbilt 337 with NRC 20 TB-22 Rollback Bed	2NP2HM6X8KM634586	20-1567		20J2GT MO			26,000	26,000
276	2020 Kenworth T270 with NRC 20 TB Rollback Bed	2NKHHM6X5LM387352	20-1587					26,000	26,000
277	2020 Kenworth T270 with Vulcan 21.5 LCG Steel Rollback Bed	2NKHHM6X5LM410032						26,000	26,000
278	2019 Freightliner M2 with a 21.5 Steel Rollback Bed	1FVACWFCGKHKG4151						26,000	
279	2022 Peterbilt 536 with 21.5 Aluminum Rollback Bed	2NPKHM6X4NM763154						26,000	26,000
280	2021 KW T280 with a 21.5 Steel Rollback Bed	2NK3HM6X3MM437130						26,000	26,000
Wrecked/Totalled 281	2021 Ford F650 Extended Cab 21.5 Steel LCG Rollback Bed	1FDX6DC2MD0F07484						26,000	26,000
Totalled 282	2022 Freightliner M2 w/ Century 21.5 steel LCG rollback Bed	1FVACWFC9NHHM62113						26,000	26,000
283	2021 Freightliner M2 with Century 21.5 steel LCG rollback bed	1FVACWFC4MHHMT7320						26,000	26,000
284	2023 International MV Extended Cab Rollback w/ 21' bed	1HTEUMM1L6PH607007						26,000	26,000
285	2023 International MV w/ 21' Rollback Bed	3HAEUJMMLOPL516194						26,000	26,000
286	2023 Kenworth T280 w/ Rollback Bed	2NK3HMX5PM255109						26,000	26,000
287	2022 Hino L-6-22 w/ 12 series rollback bed	5PVNJ78S7N5T50066	ST12L2K227419					26,000	26,000
288	2024 Peterbilt 536 22' 20TB	2NPKHM6X8RM606636	20-2617						
289	2024 Peterbilt 536 22' 20TB	2NPKHM6XXRM606637	20-2620						
300	2020 Freightliner M2 Ext Cab with Century 2465 Wrecker Bed	1FVACWFCXLHLD3747	2465-0351-119					48,000	26,000
310	2006 Peterbilt 379 Extended Hood Tandem Axle road tractor with wet kit	1XP5D49X86D649952	N.A.		96AS8B MO	183	183	80,000	52,000
311	2019 Kenworth W900 Rental Truck with NRC QuickSwap 6602235	1XKW49X6K1249295						80,000	53,200
312	2020 Kenworth W900 Tandem Axle Tractor w/ 25 Ton Century 5130 Wrecker	1XKW49X8LJ381539						80,000	18,910
313	2019 Kenworth W900L Tandem Axle Tractor w/NRC Quick Swap	1XKW49X4K1249165						80,000	18,910
314	2020 KW W900L Tandem Axle Tractor w/ NRC Quick Swap QT-276	1XKW49XXLR398425							
Sold 316	1997 Freightliner Cabover 16 Ton Wrecker	1FUPBDY82VL883345						54,000	
Sold/Traded 320	2016 KW W-900 with NRC 20 Ton Slider single axle w/tag	1NKW4H48X26104505	20CS-003					48,000	54,600
325	2021 Peterbilt 389 with Sleeper and Century 5130 Wrecker Bed	1NPXL49X1GD353369	51301064K15		36AH9K MO	184	184	80,000	60,000
330	2021 Peterbilt 567 Tandem Axle w/ Tag and 29' Wood Rollback Bed	1NPXC40X8MD754008						80,000	60,000
331	2006 KW T800 Tandem Axle w/Tag, Knuckle Boom and 24' Steel Bed	1NKDLB9X76J112445						80,000	60,000
332	2022 Western Star 49X Tandem axle Rollback 26' Steel Bed	5KKHBWD10NLNN8924							
340	2022 KW T370 Single Axle w/Tag 30 Steel 4 Car Hauler	2NKHHJ7X5NM478167						48,000	48,000
350	2016 Kenworth T800 with Vulcan V100 50 Ton Wrecker Bed	1NKDX4TX6GJ476057						54,000	43,920
Traded 365	2016 Western Star 4800 with NRC 50/65 sliding rotator bed	5SKS8BDV5GPHD0117	50/65C-043		67AT0B			80,000	102,220

SECTION B
SCOPE OF WORK FOR SERVICES

SCOPE: The City of Lee's Summit is seeking qualified firms or persons to provide City Ordered Tow Services for abandoned, illegally parked, impounded and wrecked vehicles as requested by the Lee's Summit Police Department as well as City-owned vehicles as requested by the Fleet division and citizen requested tows on an as needed basis as a yearly contract to include but not limited to:

- Accident and Non-Accident related tows; city vehicle tows
- Winching
- Dollie Service
- Accident clean-up
- Tire changes
- Jump starts
- Unlocking services
- Storage

DEFINITIONS:

- The "City" is the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063 and all of its departments and employees, including the Police Department. "City limits" are the corporate boundaries of the City of Lee's Summit.
- The "Towing Company" is mentioned as such (Bidder, Offeror, Contractor, Towing Company, Tower, Towing Operator) in the bid document and includes the Owner, Chief Executive Officer or their designated representative(s).
- The term "Estimated" represents approximate quantities for the period of time stated.
- The "Tow Committee" is a committee established by City Council Resolution and appointed by the Public Safety Advisory Board to monitor this Contract and make recommendations as necessary. This committee shall have the responsibility for interpretation of questions or disputes regarding services rendered or charges made, and in turn shall forward any suggestions to the Public Safety Advisory Board for consideration as necessary; and ultimately to the Mayor and City Council, for final action.
- A "Police-Ordered Tow" is the towing of a motor vehicle or equipment ordered by the Police Department for any of the following reasons:
 - Abandoned vehicles, including motor vehicles, trailers, all-terrain vehicles, boats, or vessels, which are subject to removal from both public or private property, whether operational or not.
 - Illegally parked vehicles.
 - Impounded vehicles.
 - Wrecked vehicles where the owner/operator for whatever reason is not capable of requesting a tow service.
 - Tows where the service requested by the owner/operator of the vehicle is unable to respond in a reasonable time period.
 - All non-preference Tows.
 - Any other tow ordered by the City or Police Department not excepted by this Contract.
- A "Non-Preference Tow" is a Police-ordered Tow where the owner/operator does not request service from a preferred tow service and, therefore, the Towing Company is contacted for service.
- A "Citizen Request Tow" is a tow where a specific tow company is requested by a citizen to provide the required service, although the Police Department may be involved in placing the call for service.
- A "Tow Ticket" is a form provided by the Police Department which records the type of tow and the amount charged for service by the Towing Company when the required software is not operable.
- The "Tow Lot" is the area maintained by the Towing Company for the storage of towed vehicles.
- A "Loaded Mile" is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery, or from pick up point to nearest City limits boundary, while towing a vehicle.
- "Personal property" shall be defined as items necessary to meet personal needs, which shall include computer equipment, medication and eyewear prescribed by a physician, safety items such as a child's car seat, and may include other items as determined by the Police Department; but shall not include other personal property such as equipment

or tools.

- "Normal/Accident Recovery" is defined as all four wheels on ground, street or right-of-way that can be backed up to by a tow truck and towed. No additional charges will be allowed for minimal rotating of vehicle for hookup. Towing of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles and pick-up trucks up to and including ¾ ton. Service shall include cleanup of the roadway as directed by the Police Department. Towing of a vehicle with an attached trailer may be considered as two tows if said vehicle and trailer cannot be towed together as one tow. A separate storage charge per day for said vehicle and trailer will apply. The separate storage charge for the trailer shall be clearly identified on the applicable tow ticket."
- "Winching" is defined as a towing winch which pulls cars onto either the towing platform, if it's a platform tow truck, or up into the towing sling if it's a drag-style tow truck.
- "Dollie Service" is defined as a dolly that elevates the front (or back) wheels of the vehicle being towed so that it can be towed by a drag-style tow truck.
- "Tire Changes" shall consist of replacing a damaged tire.
- "Covering Vehicle" shall consist of the use of a tarpaulin or similar covering to cover one or all windows or door openings to protect a vehicle's interior from weather damage.
- Jump starts shall consist of starting a vehicle by use of a booster cable.
- Unlocking vehicles shall consist of releasing the lock on the door of a vehicle with an auto unlocking tool.
- Mileage Charges will only be allowed for tows outside City limits for mileage covered while actually towing a vehicle. Mileage shall be measured as shortest distance between pick up or delivery point (whichever is outside the City) and the nearest City limits boundary. If both pickup and delivery point are outside the City limits, the shortest highway mileage distance between the two points shall apply. Mileage rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.

SPECIFICATIONS:

Towing Services Covered by this Contract. The Towing Company shall provide towing services pursuant to this Contract for the following tows:

- Police-ordered Tows
- Non-preference Tows
- Tows requested by City departments for City-owned vehicles or equipment

PAYMENT: The City shall be responsible only for payment for the towing of City-owned vehicles and equipment. The Towing Company shall invoice the City monthly for tows of City vehicles and equipment accompanied by copies of the Towing Company's Tow Tickets. Payment will be processed within thirty days of receipt and all invoices must be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 SE Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net.

TOWING SERVICES NOT COVERED BY THIS CONTRACT (CITIZEN REQUEST TOW)

- The Police Department shall be responsible for identifying a tow as a Citizen Requested Tow and may facilitate notification of an alternative tow company if for any reason the requested tow company is unable to respond within thirty (30) minutes in which case Police Department may contact the City's Towing Company and the tow shall become a "Police-ordered Tow" subject to the terms and conditions of this Contract.
- If the Towing Company is the preferred company as requested by a private citizen, the service provided is not regulated by this Contract and is considered a Citizen Requested Tow. All fees for a Citizen Requested Tow shall be privately negotiated between the Towing Company and the citizen. The Towing Company is not required to use a Police Department issued Tow Ticket/Software Entry or apply the Contract pricing for a Citizen Request Tow.
- The parties to this Contract agree that the City and its employees shall not be responsible for, or liable to Towing Company for, the payment or collection of charges performed for the general public at the request of the Police Department.

AVAILABILITY AND RESPONSE TIMES: Towing services must be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Towing Company shall respond to a request for towing services by the Police Department as quickly as possible and shall arrive at the location requested, provided the location is within the City limits, no later than thirty (30)

minutes after receiving the call for service. Failure to respond within thirty (30) minutes may be excused by the City only in the case of severe weather as determined solely by the City.

In the event that the Towing Company fails to respond within thirty (30) minutes, the Police Department shall have the discretion of ordering a tow from a different company, selected at the discretion of the officer and the citizen/City. The citizen or City will be responsible for payment of the towing services as otherwise provided herein. For unexcused delayed tows, the Procurement and Contract Services Division shall provide documentation of the charges for towing services from the secondary towing company to the Towing Company. The Towing Company shall reimburse the citizen or City for the difference between the Contract fees and the price charged by the alternate tow company.

In the event of an emergency in which the Towing Company is unable to handle the volume or the Police Department determines that it is necessary for the safety, health, or welfare of the general public to use an alternative means to remove vehicles outside of this Contract, the Police Department has the discretion to do so. These circumstances may include multiple vehicle accidents occurring within the corporate city limits within a close time period, but shall not be limited to this exception only.

Any violations of the time provision of this section, or any other violation of this contract, will be addressed in the monthly report submitted to the Tow Committee through the Procurement and Contract Services Committee. See "PERFORMANCE REPORTING AND TERMINATION" below.

CANCELLATION: A cancellation charge may be applied whenever a call for service is received from the Police Department dispatcher and is cancelled by the Police Department. However, a cancellation rate shall only be applied after the tow truck arrives on the scene. The cancellation fee will be billed to the City as a "Normal Recovery" pursuant to the table above (\$80.00).

POINT OF CONTACT: Towing Company shall provide the City with a single telephone number and shall answer that number for the purpose of receiving requests for towing services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

ON-SCENE INSTRUCTION:

- Towing Company agrees to cooperate with the City and shall readily accept and follow instructions by police officers at the scene and shall tow vehicles to the approved Tow Lot or other destinations as ordered by the City.
- Towing Company shall clean up and remove from the roadway all debris associated with an incident that results in a tow as directed by the on-scene officer. A specific time limit shall not apply for clean-up activities, but the Towing Company shall work expeditiously to clear the scene of debris. Towing Company shall provide and supply all materials and equipment required to clean the scene from debris including, but not limited to, absorbing material, shovel, broom, etc.

Supplier agrees to remove all debris associated with a traffic accident yes ___ no

- Towing Company agrees that the necessary time will be provided to the Police Department, and other law enforcement officers, to conduct required investigations of incidents involving vehicles prior to the towing of a vehicle. The Police Department agrees to communicate with the Towing Company to avoid extended waiting times.
- Vehicle Identification Numbers (VINs) shall be verified by the Towing Company as accurate.
- Vehicles shall be towed facing forward whenever possible to reduce exposure to damage claims that may be caused by pulling a vehicle opposite of the way it was designed for travel.
- Towing Company shall provide driver(s) of vehicle(s) with the Towing Company contract information.

TOWING OF COMMERCIAL MOTOR VEHICLES: Whether abandoned, illegally parked, impounded or wrecked, shall be towed by the contract Towing Company if requested by the City. In the event the City requests the Towing Company to perform this service, such tow shall be performed at rates reasonable and customary in the industry, subject to review and approval of the Tow Committee.

DISCONNECTION/RECONNECTION OF DRIVE LINE: Drive lines may need to be disconnected prior to towing, and reconnected upon arrival at the drop location.

CERTIFIED LETTERS TO VEHICLE OWNERS: Letters must be sent via Certified U.S. Mail, Return Receipt Requested, to vehicle owner and any lien holder when claiming a lien for recovering, towing or storing abandoned property, pursuant to RSMo. Chapter 304.

SUBCONTRACTING: Towing Company shall not be allowed to subcontract, assign or transfer any interest in the work covered by this Contract.

OVERCHARGE: If it comes to the attention of the City that an overcharge has occurred, the Towing Company shall be notified in writing (by electronic or U.S. mail) by the Procurement and Contract Services Division or Police Department and must refund the overcharge to the customer within fifteen (15) days of receipt of the notice. Notice of refund and photocopy of refund documentation shall be submitted to the Procurement and Contract Services Division within the same timeframe.

TECHNOLOGY: Towing Company agrees to have in place a cloud-based data system, accessible by City designees, that tracks, at a minimum, billing and response times, at the time the contract is executed. The system will have the ability to generate reports as to billing, response times, and any other data recorded. An example is Tow Book, or a comparable system.

INDEPENDENT CONTRACTOR: Towing Company agrees that it is an independent contractor under the terms of this Contract, not covered by City insurance or tax exemptions, nor is it an employee of the City.

CONTRACT CLARIFICATIONS: Any requests for clarification of the Contract by the Towing Company shall be submitted in writing to the Procurement and Contract Services Division. The Procurement and Contract Services Division shall provide a written response within seven (7) business days upon receipt of the clarification request.

TOW LOT: Towing Company shall maintain a Tow Lot for storage of vehicles and an office for the release of vehicles. The Tow lot shall either be located within the city limits of Lee's Summit or within twenty (20) miles of the City of Lee's Summit and within the State of Missouri. Proximity shall be determined by utilizing Map Quest or a similar mapping program to determine the number of miles from Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO 64063 to the physical address of the tow lot location.

Tow Lot Physical Address/City/State/Zip Code

- Tow Lot shall be a sole-use facility (used only for towing).
- Tow Company shall currently own or lease and maintain a Tow storage lot in compliance with requirements stipulated in paragraph 4.16 above.
- Storage. Outside storage of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles, and pick-up trucks up to and including ¾ ton. A separate storage charge per day for a vehicle and trailer towed together will apply. The separate storage charge for the trailer shall be clearly identified on the same tow program entry/tow ticket as the vehicle (One full calendar day or any part thereof). Storage rates may be different for vehicles up to ¾ ton and those over ¾ ton. The City will not be responsible for storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any City owned vehicle.
- Tow Lot shall be clearly marked and identified by approved exterior signage as the location of the Tow Lot.
- The minimum lot size of the Tow Lot shall be able to hold approximately eighty (80) vehicles.
- Tow Lot shall be hard-surfaced (asphalt or concrete).
- Vehicles stored in the Tow Lot shall be arranged in rows and not stacked upon one another.
- Tow Lot shall not be located in a 100-year flood plain.
- Towing Company's office shall be open from at least 8:00 a.m. to 6:00 p.m., Monday through Friday.
- Towing Company's office shall have secure, on-site storage for tow records.
- Towing Company's office shall have 24-hour dispatch service and software, and GPS tracking of Tow vehicles.
- Towing Company shall have personnel on the Tow Lot available to provide the release of vehicles and/or personal property contained in vehicles and to accompany the owner/driver and/or insurance adjusters to vehicles during the hours specified in this contract.

- Except as provided in § 304.155, RSMo, the Towing Company shall release personal property from a towed vehicle to the owner of the towed vehicle during normal business hours at the owner's request and at no additional charge. For the purposes of this Contract, personal property shall be defined as items necessary to meet personal needs, but shall not include other personal property such as equipment or tools. When personal property release is in question, the Towing Company shall contact the Police Department for instruction prior to releasing personal property.
- Towing Company shall also post at the office of the Tow Lot and at the Police Department a telephone number for the public where Towing Company can be reached on weekends and holidays, between the hours of 8:00 a.m. and 6:00 p.m. Any release of vehicles or personal property outside of normal business hours (8:00 a.m. to 6:00 p.m. Monday through Friday) may incur additional charges. The posting at the Towing Company's office shall be in such a location that it can be read by the public when the Towing Company's office is either open or closed.
- Towing Company agrees to provide access to the Tow Lot by City employees on a twenty-four (24) hour basis, seven (7) days per week without charge to the City.

RELEASE OF VEHICLES FROM TOW LOT: Towing Company shall accept and abide by release documents issued by the City and shall handle the physical release of vehicles without the need for Police Department personnel at the Tow Lot. Towing Company shall cooperate with the City completely, and comply with any request or direction issued regarding the release of vehicles from the Tow Lot.

ADDITIONAL TRIPS/AFTER-HOURS RELEASE OF VEHICLE: It shall be the responsibility of the Towing Company to notify the owner/driver of the hours the lot and office will be open (MONDAY THROUGH FRIDAY, 8:00 A.M. TO 6:00 P.M.). Any agreement between owners and Towing Company on after-hours release is not subject to this pricing provisions of this contract and is to be charged at a market rate set by the Towing Company. This applies only when Towing Company's office is closed and a Towing Company representative is not on the premises.

EQUIPMENT: Towing Company shall submit a listing of all equipment (owned or leased) to be used under this Contract for approval by the City. Towing Company shall maintain in good mechanical condition and shall have available twenty-four (24) hours per day, three hundred sixty-five (365) days per year the following equipment:

- A minimum of five (5) tow trucks; which includes a minimum of one (1) hauler/flatbed truck, one (1) recovery boom, one (1) 25-ton minimum recovery unit, and two (2) tow trucks. The minimum acceptable size and capacity of the tow trucks is 19,500 GVW with a minimum boom of eight thousand (8,000) pounds with a constant pull winch with a minimum of eight thousand (8,000) pounds.
- Equipment capable of recovering and removing the average tractor trailer.
- A reliable means of communication between the Towing Company's office and each towing vehicle. Pagers and cellular phones are acceptable means of communication. Citizen band radios are not approved means of communication.
- Accessory Equipment. Each vehicle maintained by the Towing Company shall be equipped with rotary flashing red or yellow beacon lights, emergency flashers, back-up lights, work lights, brooms, flares, and tarps or other protective material with adequate tie-downs for the protection of vehicles. All vehicles, with the exception of haulers, must be equipped with dollies.
- Equipment Identification. All vehicles used to perform the services required by this contract shall be marked and identified with the name of the Towing Company, and shall be registered with the U.S. Department of Transportation.
- Proper Licensing. Towing Company warrants that all vehicles utilized in carrying out the terms of this Contract are licensed to operate in Missouri and that all equipment shall be maintained in good mechanical condition.
- Additional Equipment Approval. During the term of the Contract, Towing Company shall notify the Procurement and Contract Services Division of any new equipment to be utilized in carrying out the Contract. New equipment is any equipment not listed by Towing Company in the original bid package. Towing Company shall also prove that all new equipment is owned by said Towing Company and shall be marked and identified with the name of the Towing Company. The new equipment shall be in good mechanical condition and comply with all terms of this Contract. If new equipment is not in good mechanical condition, it shall not be used to perform services under the Contract.
- Equipment Registration. All tow equipment must be registered to the Towing Company. A copy of the current license(s) and registration(s) must be provided with bid submittal.

TOW TICKETS: Towing Company agrees to use Tow Tickets only in the event of outages associated to the required software/data system. The City will provide Towing Company with the Tow Ticket form to be used for Police-Ordered Tows and will be responsible for providing a sufficient number of Tow Tickets for the Towing Company's use in the event of an outage. During outages, the Towing Company's own Tow Ticket form shall be used for tows of City vehicles, and shall be turned into the Fleet Division. Additional Tow Tickets can be obtained by the Towing Company from the Police Department during normal working hours, Monday through Friday, 8:00 AM to 5:00 PM. The only other time Towing Company may use a different tow ticket or method of invoicing is when the tow is classified as a Citizen Request Tow by the Police Department, but only in the event of software/data system outage.

Once the outage has concluded, it is the responsibility of the Tow Company to enter the data from the Tow Tickets into the software system/database.

REPORTS: Towing Company shall keep records of all services performed under this contract in the agreed upon software/data system. At the beginning of each fiscal quarter, the City designee will access the Towing Company's software/data system and generate a report regarding services performed, to include billing. All towing charges and noted issues will be reviewed by the Police Department's Special Operations Captain or his designee, and shall comply with Section 6.0 Pricing of this contract. Towing Company shall have thirty (30) days to notify the City of any corrections to tow tickets due to billing errors on Towing Company's part.

Towing Company shall comply with State statutes in the reporting of abandoned property in Towing Company's possession that is unclaimed for ten (10) days from date of tow to the Police Department. The Towing Company shall provide the Police Department electronically, or through the required software/data system, a list of those vehicles towed under this contract that remain on the Towing Company's lot on a daily basis.

PERFORMANCE REPORTING AND TERMINATION:

- Performance Reporting. Towing Company will be evaluated on services provided during the course of the Contract on a regular basis and a written report of performance results will be submitted at the beginning of every fiscal quarter by the Police Department through the Procurement and Contract Services Division to the Tow Committee. Towing Company shall be notified monthly of any noted deficiencies in service or problems with compliance with this Contract (See REPORTS above for additional information).
- Termination. If Towing Company violates any of the terms and conditions of this Contract, fails or refuses for any reason to furnish the services required under this Contract, or charges a fee in excess of that described in Section 6.0 Pricing, the City shall have the right to terminate this Contract and move to the secondary awardee.
- Termination Process: the City shall present to the Tow Committee the reasons it believes termination is necessary. They shall provide documentation of continued or egregious violations. If the Tow Committee agrees, the city will have the right to terminate this Contract and move to the secondary awardee.

OTHER PROVISIONS – TOW-RELATED:

- Towing Company must have a business license on file with the City. If Towing Company is registered with the Federal Dep't of Transportation, a local business license is not required, but proof of registration shall be provided. Towing Company must show either evidence of a Federal DOT registration or a copy of a current business license obtained from the City.
- Towing Company shall be responsible for complying with the Revised Statutes of Missouri and the Lee's Summit Code of Ordinances for any sale of stored, unclaimed vehicles.
- Towing Company agrees to comply with all applicable federal and state laws and City Ordinances, including, but not limited to, Federal DOT and OSHA requirements, Missouri revised state statutes, zoning, fair labor practices and employment discrimination.
- Towing Company represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Contract for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Towing Company or bona fide established commercial or sales agencies
- Hold harmless. Towing Company shall indemnify, defend, become responsible for and forever save harmless the City, its boards, committees, commissions, officers, agents and employees from any and all liability, cost or expense, including

reasonable attorney's fees and costs of defense incurred by them:

- For loss or damage to property of the Towing Company, its officers, agents, employees, licensees, contractors and invitees, pursuant to and or in performance of this contract or for injury to or death of any such employee, agent, licensee, invitee or contractor, pursuant to and/or in performance of this contract however arising; and
- Arising directly or indirectly from any act or omission of the Towing Company, or any person acting on the Towing Company's behalf, done or claimed to have been done by virtue of or pursuant to this Contract.
- Any expense arising out of the operation of the Tow Lot.

TOW TRUCK DRIVERS: Towing Company shall employ a minimum of five (5) competent and qualified tow truck drivers. Bidder shall submit a list of all drivers to be utilized in carrying out the Contract. The list shall include the following information:

- A copy of each driver's Missouri Commercial Driver's License at the time of contract execution and renewal.
- A current address
- Driver's experience, including number of years in the industry and any special training in towing. Towing Company warrants that all tow truck drivers utilized in carrying out this Contract are competent, qualified and licensed to operate a tow truck in the State of Missouri and are trained in the use of towing equipment. The City reserves the right to disapprove a driver for any reason, and the City is not required to provide an explanation for the disqualification of a driver.

ADDITIONAL REQUIREMENTS FOR DRIVERS: Towing Company shall employ a minimum of five (5) tow truck drivers who shall be pre-approved by the City and who shall be available to meet the terms of the contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

- Tow truck drivers shall be directly employed by the Towing Company; subcontracting drivers is **not** allowed.
- Tow truck drivers shall be in compliance with all requirements of the U.S. Department of Transportation.
- Every tow truck driver is to be provided with a copy of the pricing under this contract and also a copy in protective sheeting is to be kept in every tow truck, along with the ticket book, so it can be utilized by every driver of the vehicle.
- Only tow truck drivers with commercial driver's licenses (CDLs) shall be allowed to operate tow trucks GVWR over 26,000, per Missouri law.
- Tow truck drivers with out-of-state driver's licenses shall obtain driver's licenses for the State of Missouri within 30 days of establishing residency within the state (except for those that reside in Kansas, who do not require State of Missouri driver's licenses), per Missouri law and the Missouri Department of Motor Vehicles.
- At any time, the City may request from Towing Company the copies of the qualifications and credentials, to include all of the information specified in section 2.8, Tow Truck Drivers, of any new drivers added after contract execution. A new driver is any driver not listed by Towing Company in the original bid package. The Procurement and Contract Services Division shall issue written approval or disapproval to the Towing Company of any new drivers within seven (7) days of the City's initial request. Unapproved drivers will not be allowed to perform under this contract. The City reserves the right to disapprove a driver for any reason and the City is not required to provide an explanation for the disqualification of a driver.
- New drivers should be informed of and trained on the contract terms and pricing as part of their initial job training and orientation.

APPLICABLE LAWS: Towing company shall abide by any and all local, state and/or federal laws pertaining to the provision of tow services. The initial tow performed under RSMo §304.153, 304.155, or 304.157, shall remain in the state of Missouri unless authorized by the vehicle owner, or his or her authorized agent including a motor club to which the owner of the motor vehicle is a member.

MERGERS/ACQUISITIONS: In the event that the successful bidder, at any time after the initialization or renewal of the contract, intends on merging with another company, changes control or ownership, transfers assets or is acquired by a different company, the City reserves the right to terminate this agreement and resume with the secondary awardee. Towing company agrees to notify the Procurement and Contract Services Division in writing 30 days prior to any merger or acquisition.

SECTION C

**PROPOSED
SERVICE AGREEMENT and
TERMS AND CONDITIONS**

SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and [INSERT Contractor Name], a(n) [INSERT biz org type for company] (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2024-022 City Ordered Tow Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Towing Services (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement.
 - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
 - b. Renewal Terms. After the expiration of the Initial Term, this Agreement shall automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
 - c. Transition Term. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Contractor, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Contractor shall continue to perform its obligations under this Agreement.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
4. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line item costs (as described in the Scope of Work) at the rates for set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.
5. Payments. The City shall pay the Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment

discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and

forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or

their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported by Contractor pursuant to this Agreement and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Contractors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. Garage Liability.
 - Limits: \$500,000 Each Accident
Combined Single Limit
Bodily Injury & Property Damage
 - Conditions: Premises & Operations
Products/Completed Operations
- E. Garagekeepers Legal Liability.
 - Limits: \$100,000 Each Occurrence (not each vehicle)
 - Conditions: Fire, Lighting, Explosion, Theft, Windstorm, Hail, Vandalism, Collision including Collision of a Transporting Conveyance.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

- 14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.
- 14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.
15. Miscellaneous.
- 15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.
- 15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
- 15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.
- 15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.
- 15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision

is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

- 15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- 15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
- 15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: [INSERT ADDRESS]

Attn: _____

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

- 15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.
- 15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.
- 15.15 Information Technology
- a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.
 - b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.
 - c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through

appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

15.16 Work Authorization Affidavit and E-Verify. Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of _____)
State of _____) ss.

My name is _____. I am an authorized agent of _____ ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

SEAL

15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under

this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

15.25 Special Provisions. [Add here – if any].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

[INSERT CONTRACTOR'S NAME]

Mark Dunning, City Manager Date

By _____

Print Name _____

ATTEST:

Title _____

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Edward Rucker, Chief Counsel of Management and Operations

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT CONTRACTOR'S NAME]
CONTRACTOR'S PROPOSAL

See following pages.

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT CONTRACTOR'S NAME]

SCOPE OF WORK

See following page(s).

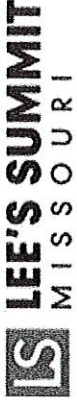
EXHIBIT C
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT CONTRACTOR'S NAME]

PROPOSAL FEES / COSTS

See following page(s).

EXHIBIT D
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
[INSERT CONTRACTOR'S NAME]
SIGNED ACKNOWLEDGEMENT OF ADDENDUM(S)

See following page(s).



**RFP NUMBER 2024-022
ADDENDUM NO. 1**

The original Request for Proposal for City Ordered Tow Services remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer, C = Clarification and S = Statement

Questions and Answers

Q1. In developing our response, we would like to understand where the figures provided by the City came from, as they are lower than what my client experiences in the market, and appear to limit flexibility to allow for market fluctuations, specifically related to the rising cost of fuel, equipment, vehicles, and general operating costs. A1. In developing the pricing, the city evaluated the contract rates from 7 comparator cities to develop an average. That average was reviewed by the Public Safety Advisory Board. An escalator was built into the contract to adjust for market fluctuations year to year.

Q2. In Form No. 6: Fee Schedule, the City included quantities for various services. It would be helpful to have some clarification of the quantities, specifically:

- a. Are the quantities provided by the City on a daily, monthly, or yearly basis? These are yearly estimates based on previous year's data. With an increase in traffic volume in the city itself, this is the most accurate way we have to define a baseline. The numbers could fluctuate, but again, we have no way of predicting exact amounts of any of the tow types. The estimates are garnered from past years. They are only an estimate.
- b. Do the quantities assume all definitions of "tows" (Police-Oriented Tow, Non-Preference Tow, Citizen Request Tow, etc.)? Yes.
- c. Are applicants able to change the quantity of the services in Form No. 6: Fee Schedule to match their business operations? No

Q3. What methodology is employed by the Selection Committee in scoring the Proposal Ranking Score Sheet specifically related to Number 5, Cost?

A3. Cost Calculation: (Low Responsive Price/Respondents Price) X Maximum Cost Points = Cost Score Points. The cost calculation formula was adopted by the City of Lee's Summit around 1995, as established by the State of Missouri. As of December, 2002 both entities use this formula.

- a. On Form No. 6: Fee Schedule, does the Selection Committee consider only the unit cost entered by the applicant against the proposed rate entered by the City? No
- b. On Form No. 6: Fee Schedule, does the Selection Committee consider a combination of the estimated quantity entered by the City, the proposed rate entered by the City, and the unit cost entered by the applicant? If so, is one weighted more than the other? No

- c. On Form No. 6: Fee Schedule, does the Selection Committee only consider the totals of the unit cost entered by the applicant as compared to the proposed rate entered by the City (thus allowing the applicant to combine or eliminate certain administrative or other services to arrive at the same total cost as proposed by the City)? Unit cost always prevails.
- Q4. How are points allocated in Form No. 6: Fee Schedule to the overall aggregate score?
A4. See score sheet breakdown for weighted scores.
- Q5. On Form No. 6: Fee Schedule, does No. 11, Storage assume that all tows to the storage lot will be paid? If not, can this fee be addressed later as the proposed rate by the City will result in a loss for the applicant should the RFP be awarded to the applicant if a vehicle is held in storage for too long, and/or is abandoned.
- A5. For City vehicles, all storage rates would apply and be paid for by the City. For pedestrian crashes, that is between the tow company and the owner/insurance company. The City will not reimburse for any private citizen storage costs.
- Q6. Can an applicant proposed a different Fee Schedule to the City as part of the initial application that takes into account current market rates, but also results in efficiency and overall satisfaction?
A6. Yes. However, the City will score according to the guidelines set forth in the RFP document.
- Q7. Under Section B entitled Scope of Work for Services, under the definition of a "Loaded Mile" is the charge the lesser or the greater of the nearest City limits boundary to the point of delivery or from pick up point to the nearest City limits boundary, while towing a vehicle?
A7. A loaded mile refers to transfer to the tow lot from the scene of the accident and has nothing to do with the city borders. That is only applicable when determining whether or not the storage lot is within in the parameters of the contract.
- Q8. Under Section B entitled Scope of Work for Services, who is responsible for lost/damaged personal property and if it is the Tow Contractor, may they have a separate indemnity providing that they will not be liable for lost/damaged personal property?
A8. The Tow Contractor is responsible for personal belongings left in the vehicle(s). No. You cannot have a separate indemnity policy. The coverage should already exist in your existing tow lot coverage.
- Q9. On B-3, section entitled On-Scene Instruction, what if the scene requires extensive roadway/clean-up work? Is the Tow Company required to provide all materials/tools necessary for scene clean up in the event extensive roadway/clean-up work is required (i.e. damage to underlying payment/asphalt, damages road barriers, etc.)?
A9. No. Clean-up includes what is reasonable, such as the application of oil dry, sweeping up of debris, and removal of vehicle parts. Damage to pavement, road barriers, etc. has and always will be the responsibility of either the City, County or State and is documented on the Missouri STARS report associated to the crash for insurance reimbursement.
- Q10. On B-4, are the certified letters to vehicle owner's to be sent by the City or by the Tow Company? If sent by the Tow Company, does the Tow Company have the right for reimbursement of these expenses?
A10. Tow Company
- Q11. On page B-6, under Reports, does the City need access at all times to the software or only quarterly access?
A11. Access at all times to review any complaints or discrepancies.

Q12. On page B-6, under Performance Reporting and Termination, is any notice and opportunity to cure required to be given by the City prior to the termination of the Agreement?
A12. Yes.

Q13. On page B-7, under Tow Truck Drivers, do all 5 drivers need to be available 24/7 365 days a year?

A13. No, it is not a requirement, but the winning bidder must have as many driver's on as they see fit to meet the requirements of the contract as it applies to response times and availability.

Q14. On page C-2, under Term of Agreement, does the City have the unilateral right to decide whether or not to renew the Agreement? Does the Tow Company also have the right not to renew?

A14. Yes. With notice.

Q15. On page C-3, under Indemnification, is a mutual indemnification available, so that the City will also indemnify Tow Company?

A15. No. It is against State Statute for a public entity to indemnify a private party.

Q16. On page C-8, under Agreement Subject to Appropriation, what are Tow Company's remedies if there are unpaid invoices but no remaining funds from which to pay those invoices? Who is to be held liable for any such unpaid invoices?

A16. The City will always pay outstanding debt for City vehicles only. The City will not be responsible for any remaining debt from pedestrian vehicles.

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2024-022, titled City Ordered Tow Services by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

CERTIFICATION BY BIDDER:

SIGNATURE _____

TITLE _____

COMPANY _____

DATE _____


TITLE Manager
COMPANY Rams Auto & Truck Towing LLC
DATE 10-15-23

ing

023 00 2 0112 00 20

TO:

City of Lee's Summit
att
Dee Dee Teckinbart

0023 00 2 0112 00 20

Ready **P** ost.

EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
RON'S AUTO & TRUCK TOWING, LLC

SCOPE OF WORK

SCOPE: The City of Lee's Summit is seeking qualified firms or persons to provide City Ordered Tow Services for abandoned, illegally parked, impounded and wrecked vehicles as requested by the Lee's Summit Police Department as well as City-owned vehicles as requested by the Fleet division and citizen requested tows on an as needed basis as a yearly contract to include but not limited to:

- Accident and Non-Accident related tows; city vehicle tows
- Winching
- Dollie Service
- Accident clean-up
- Tire changes
- Jump starts
- Unlocking services
- Storage

DEFINITIONS:

- The "City" is the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063 and all of its departments and employees, including the Police Department. "City limits" are the corporate boundaries of the City of Lee's Summit.
- The "Towing Company" is mentioned as such (Bidder, Offeror, Contractor, Towing Company, Tower, Towing Operator) in the bid document and includes the Owner, Chief Executive Officer or their designated representative(s).
- The term "Estimated" represents approximate quantities for the period of time stated.
- The "Tow Committee" is a committee established by City Council Resolution and appointed by the Public Safety Advisory Board to monitor this Contract and make recommendations as necessary. This committee shall have the responsibility for interpretation of questions or disputes regarding services rendered or charges made, and in turn shall forward any suggestions to the Public Safety Advisory Board for consideration as necessary; and ultimately to the Mayor and City Council, for final action.
- A "Police-Ordered Tow" is the towing of a motor vehicle or equipment ordered by the Police Department for any of the following reasons:
 - Abandoned vehicles, including motor vehicles, trailers, all-terrain vehicles, boats, or vessels, which are subject to removal from both public or private property, whether operational or not.
 - Illegally parked vehicles.
 - Impounded vehicles.
 - Wrecked vehicles where the owner/operator for whatever reason is not capable of requesting a tow service.
 - Tows where the service requested by the owner/operator of the vehicle is unable to respond in a reasonable time period.
 - All non-preference Tows.
 - Any other tow ordered by the City or Police Department not excepted by this Contract.
- A "Non-Preference Tow" is a Police-ordered Tow where the owner/operator does not request service from a preferred tow service and, therefore, the Towing Company is contacted for service.
- A "Citizen Request Tow" is a tow where a specific tow company is requested by a citizen to provide the required service, although the Police Department may be involved in placing the call for service.
- A "Tow Ticket" is a form provided by the Police Department which records the type of tow and the amount charged for service by the Towing Company when the required software is not operable.
- The "Tow Lot" is the area maintained by the Towing Company for the storage of towed vehicles.
- A "Loaded Mile" is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery, or

- from pick up point to nearest City limits boundary, while towing a vehicle.
- “Personal property” shall be defined as items necessary to meet personal needs, which shall include computer equipment, medication and eyewear prescribed by a physician, safety items such as a child’s car seat, and may include other items as determined by the Police Department; but shall not include other personal property such as equipment or tools.
- “Normal/Accident Recovery” is defined as all four wheels on ground, street or right-of-way that can be backed up to by a tow truck and towed. No additional charges will be allowed for minimal rotating of vehicle for hookup. Towing of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles and pick-up trucks up to and including ¾ ton. Service shall include cleanup of the roadway as directed by the Police Department. Towing of a vehicle with an attached trailer may be considered as two tows if said vehicle and trailer cannot be towed together as one tow. A separate storage charge per day for said vehicle and trailer will apply. The separate storage charge for the trailer shall be clearly identified on the applicable tow ticket.”
- “Winching” is defined as a towing winch which pulls cars onto either the towing platform, if it's a platform tow truck, or up into the towing sling if it's a drag-style tow truck.
- “Dollie Service” is defined as a dolly that elevates the front (or back) wheels of the vehicle being towed so that it can be towed by a drag-style tow truck.
- “Tire Changes” shall consist of replacing a damaged tire.
- “Covering Vehicle” shall consist of the use of a tarpaulin or similar covering to cover one or all windows or door openings to protect a vehicle's interior from weather damage.
- Jump starts shall consist of starting a vehicle by use of a booster cable.
- Unlocking vehicles shall consist of releasing the lock on the door of a vehicle with an auto unlocking tool.
- Mileage Charges will only be allowed for tows outside City limits for mileage covered while actually towing a vehicle. Mileage shall be measured as shortest distance between pick up or delivery point (whichever is outside the City) and the nearest City limits boundary. If both pickup and delivery point are outside the City limits, the shortest highway mileage distance between the two points shall apply. Mileage rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.

SPECIFICATIONS:

Towing Services Covered by this Contract. The Towing Company shall provide towing services pursuant to this Contract for the following tows:

- Police-ordered Tows
- Non-preference Tows
- Tows requested by City departments for City-owned vehicles or equipment

PAYMENT: The City shall be responsible only for payment for the towing of City-owned vehicles and equipment. The Towing Company shall invoice the City monthly for tows of City vehicles and equipment accompanied by copies of the Towing Company’s Tow Tickets. Payment will be processed within thirty days of receipt and all invoices must be sent directly to Accounts Payable, City of Lee’s Summit, MO, 220 SE Green Street, Lee’s Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net.

TOWING SERVICES NOT COVERED BY THIS CONTRACT (CITIZEN REQUEST TOW)

- The Police Department shall be responsible for identifying a tow as a Citizen Requested Tow and may facilitate notification of an alternative tow company if for any reason the requested tow company is unable to respond within thirty (30) minutes in which case Police Department may contact the City’s Towing Company and the tow shall become a "Police-ordered Tow" subject to the terms and conditions of this Contract.
- If the Towing Company is the preferred company as requested by a private citizen, the service provided is not regulated by this Contract and is considered a Citizen Requested Tow. All fees for a Citizen Requested Tow shall be privately negotiated between the Towing Company and the citizen. The Towing Company is not required to use a Police Department issued Tow Ticket/Software Entry or apply the Contract pricing for a Citizen Request Tow.
- The parties to this Contract agree that the City and its employees shall not be responsible for, or liable to Towing Company for, the payment or collection of charges performed for the general public at the request of the Police Department.

AVAILABILITY AND RESPONSE TIMES: Towing services must be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Towing Company shall respond to a request for towing services by the Police Department as quickly

as possible and shall arrive at the location requested, provided the location is within the City limits, no later than thirty (30) minutes after receiving the call for service. Failure to respond within thirty (30) minutes may be excused by the City only in the case of severe weather as determined solely by the City.

In the event that the Towing Company fails to respond within thirty (30) minutes, the Police Department shall have the discretion of ordering a tow from a different company, selected at the discretion of the officer and the citizen/City. The citizen or City will be responsible for payment of the towing services as otherwise provided herein. For unexcused delayed tows, the Procurement and Contract Services Division shall provide documentation of the charges for towing services from the secondary towing company to the Towing Company. The Towing Company shall reimburse the citizen or City for the difference between the Contract fees and the price charged by the alternate tow company.

In the event of an emergency in which the Towing Company is unable to handle the volume or the Police Department determines that it is necessary for the safety, health, or welfare of the general public to use an alternative means to remove vehicles outside of this Contract, the Police Department has the discretion to do so. These circumstances may include multiple vehicle accidents occurring within the corporate city limits within a close time period, but shall not be limited to this exception only.

Any violations of the time provision of this section, or any other violation of this contract, will be addressed in the monthly report submitted to the Tow Committee through the Procurement and Contract Services Committee. See "PERFORMANCE REPORTING AND TERMINATION" below.

CANCELLATION: A cancellation charge may be applied whenever a call for service is received from the Police Department dispatcher and is cancelled by the Police Department. However, a cancellation rate shall only be applied after the tow truck arrives on the scene. The cancellation fee will be billed to the City as a "Normal Recovery" pursuant to the table above (\$80.00).

POINT OF CONTACT: Towing Company shall provide the City with a single telephone number and shall answer that number for the purpose of receiving requests for towing services twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

ON-SCENE INSTRUCTION:

- Towing Company agrees to cooperate with the City and shall readily accept and follow instructions by police officers at the scene and shall tow vehicles to the approved Tow Lot or other destinations as ordered by the City.
- Towing Company shall clean up and remove from the roadway all debris associated with an incident that results in a tow as directed by the on-scene officer. A specific time limit shall not apply for clean-up activities, but the Towing Company shall work expeditiously to clear the scene of debris. Towing Company shall provide and supply all materials and equipment required to clean the scene from debris including, but not limited to, absorbing material, shovel, broom, etc.

Supplier agrees to remove all debris associated with a traffic accident ___ yes ___ no

- Towing Company agrees that the necessary time will be provided to the Police Department, and other law enforcement officers, to conduct required investigations of incidents involving vehicles prior to the towing of a vehicle. The Police Department agrees to communicate with the Towing Company to avoid extended waiting times.
- Vehicle Identification Numbers (VINs) shall be verified by the Towing Company as accurate.
- Vehicles shall be towed facing forward whenever possible to reduce exposure to damage claims that may be caused by pulling a vehicle opposite of the way it was designed for travel.
- Towing Company shall provide driver(s) of vehicle(s) with the Towing Company contract information.

TOWING OF COMMERCIAL MOTOR VEHICLES: Whether abandoned, illegally parked, impounded or wrecked, shall be towed by the contract Towing Company if requested by the City. In the event the City requests the Towing Company to perform this service, such tow shall be performed at rates reasonable and customary in the industry, subject to review and approval of the Tow Committee.

DISCONNECTION/RECONNECTION OF DRIVE LINE: Drive lines may need to be disconnected prior to towing, and reconnected upon arrival at the drop location.

CERTIFIED LETTERS TO VEHICLE OWNERS: Letters must be sent via Certified U.S. Mail, Return Receipt Requested, to vehicle

owner and any lien holder when claiming a lien for recovering, towing or storing abandoned property, pursuant to RSMo. Chapter 304.

SUBCONTRACTING: Towing Company shall not be allowed to subcontract, assign or transfer any interest in the work covered by this Contract.

OVERCHARGE: If it comes to the attention of the City that an overcharge has occurred, the Towing Company shall be notified in writing (by electronic or U.S. mail) by the Procurement and Contract Services Division or Police Department and must refund the overcharge to the customer within fifteen (15) days of receipt of the notice. Notice of refund and photocopy of refund documentation shall be submitted to the Procurement and Contract Services Division within the same timeframe.

TECHNOLOGY: Towing Company agrees to have in place a cloud-based data system, accessible by City designees, that tracks, at a minimum, billing and response times, at the time the contract is executed. The system will have the ability to generate reports as to billing, response times, and any other data recorded. An example is Tow Book, or a comparable system.

INDEPENDENT CONTRACTOR: Towing Company agrees that it is an independent contractor under the terms of this Contract, not covered by City insurance or tax exemptions, nor is it an employee of the City.

CONTRACT CLARIFICATIONS: Any requests for clarification of the Contract by the Towing Company shall be submitted in writing to the Procurement and Contract Services Division. The Procurement and Contract Services Division shall provide a written response within seven (7) business days upon receipt of the clarification request.

TOW LOT: Towing Company shall maintain a Tow Lot for storage of vehicles and an office for the release of vehicles. The Tow lot shall either be located within the city limits of Lee's Summit or within twenty (20) miles of the City of Lee's Summit and within the State of Missouri. Proximity shall be determined by utilizing Map Quest or a similar mapping program to determine the number of miles from Lee's Summit City Hall, 220 SE Green Street, Lee's Summit, MO 64063 to the physical address of the tow lot location.

Tow Lot Physical Address/City/State/Zip Code

- Tow Lot shall be a sole-use facility (used only for towing).
- Tow Company shall currently own or lease and maintain a Tow storage lot in compliance with requirements stipulated in paragraph 4.16 above.
- Storage. Outside storage of automobiles (2-door, 4-door, station wagons and convertibles, American and Foreign made); boats and motors, motorcycles, motor scooters, car trailers, sport utility vehicles, and pick-up trucks up to and including $\frac{3}{4}$ ton. A separate storage charge per day for a vehicle and trailer towed together will apply. The separate storage charge for the trailer shall be clearly identified on the same tow program entry/tow ticket as the vehicle (One full calendar day or any part thereof). Storage rates may be different for vehicles up to $\frac{3}{4}$ ton and those over $\frac{3}{4}$ ton. The City will not be responsible for storage fees on any impounded vehicle on which the Police Department has placed a hold. However, this does not preclude the Towing Company from charging the owner of the vehicle the standard rates established by this contract. The City will not pay storage fees on any City owned vehicle.
- Tow Lot shall be clearly marked and identified by approved exterior signage as the location of the Tow Lot.
- The minimum lot size of the Tow Lot shall be able to hold approximately eighty (80) vehicles.
- Tow Lot shall be hard-surfaced (asphalt or concrete).
- Vehicles stored in the Tow Lot shall be arranged in rows and not stacked upon one another.
- Tow Lot shall not be located in a 100-year flood plain.
- Towing Company's office shall be open from at least 8:00 a.m. to 6:00 p.m., Monday through Friday.
- Towing Company's office shall have secure, on-site storage for tow records.
- Towing Company's office shall have 24-hour dispatch service and software, and GPS tracking of Tow vehicles.
- Towing Company shall have personnel on the Tow Lot available to provide the release of vehicles and/or personal property contained in vehicles and to accompany the owner/driver and/or insurance adjusters to vehicles during the hours specified in this contract.
- Except as provided in § 304.155, RSMo, the Towing Company shall release personal property from a towed vehicle to the owner of the towed vehicle during normal business hours at the owner's request and at no additional charge. For the purposes of this Contract, personal property shall be defined as items necessary to meet personal needs, but shall not include other personal property such as equipment or tools. When personal property release is in question, the Towing

- Company shall contact the Police Department for instruction prior to releasing personal property.
- Towing Company shall also post at the office of the Tow Lot and at the Police Department a telephone number for the public where Towing Company can be reached on weekends and holidays, between the hours of 8:00 a.m. and 6:00 p.m. Any release of vehicles or personal property outside of normal business hours (8:00 a.m. to 6:00 p.m. Monday through Friday) may incur additional charges. The posting at the Towing Company's office shall be in such a location that it can be read by the public when the Towing Company's office is either open or closed.
 - Towing Company agrees to provide access to the Tow Lot by City employees on a twenty-four (24) hour basis, seven (7) days per week without charge to the City.

RELEASE OF VEHICLES FROM TOW LOT: Towing Company shall accept and abide by release documents issued by the City and shall handle the physical release of vehicles without the need for Police Department personnel at the Tow Lot. Towing Company shall cooperate with the City completely, and comply with any request or direction issued regarding the release of vehicles from the Tow Lot.

ADDITIONAL TRIPS/AFTER-HOURS RELEASE OF VEHICLE: It shall be the responsibility of the Towing Company to notify the owner/driver of the hours the lot and office will be open (MONDAY THROUGH FRIDAY, 8:00 A.M. TO 6:00 P.M.). Any agreement between owners and Towing Company on after-hours release is not subject to this pricing provisions of this contract and is to be charged at a market rate set by the Towing Company. This applies only when Towing Company's office is closed and a Towing Company representative is not on the premises.

EQUIPMENT: Towing Company shall submit a listing of all equipment (owned or leased) to be used under this Contract for approval by the City. Towing Company shall maintain in good mechanical condition and shall have available twenty-four (24) hours per day, three hundred sixty-five (365) days per year the following equipment:

- A minimum of five (5) tow trucks; which includes a minimum of one (1) hauler/flatbed truck, one (1) recovery boom, one (1) 25-ton minimum recovery unit, and two (2) tow trucks. The minimum acceptable size and capacity of the tow trucks is 19,500 GVW with a minimum boom of eight thousand (8,000) pounds with a constant pull winch with a minimum of eight thousand (8,000) pounds.
- Equipment capable of recovering and removing the average tractor trailer.
- A reliable means of communication between the Towing Company's office and each towing vehicle. Pagers and cellular phones are acceptable means of communication. Citizen band radios are not approved means of communication.
- Accessory Equipment. Each vehicle maintained by the Towing Company shall be equipped with rotary flashing red or yellow beacon lights, emergency flashers, back-up lights, work lights, brooms, flares, and tarps or other protective material with adequate tie-downs for the protection of vehicles. All vehicles, with the exception of haulers, must be equipped with dollies.
- Equipment Identification. All vehicles used to perform the services required by this contract shall be marked and identified with the name of the Towing Company, and shall be registered with the U.S. Department of Transportation.
- Proper Licensing. Towing Company warrants that all vehicles utilized in carrying out the terms of this Contract are licensed to operate in Missouri and that all equipment shall be maintained in good mechanical condition.
- Additional Equipment Approval. During the term of the Contract, Towing Company shall notify the Procurement and Contract Services Division of any new equipment to be utilized in carrying out the Contract. New equipment is any equipment not listed by Towing Company in the original bid package. Towing Company shall also prove that all new equipment is owned by said Towing Company and shall be marked and identified with the name of the Towing Company. The new equipment shall be in good mechanical condition and comply with all terms of this Contract. If new equipment is not in good mechanical condition, it shall not be used to perform services under the Contract.
- Equipment Registration. All tow equipment must be registered to the Towing Company. A copy of the current license(s) and registration(s) must be provided with bid submittal.

TOW TICKETS: Towing Company agrees to use Tow Tickets only in the event of outages associated to the required software/data system. The City will provide Towing Company with the Tow Ticket form to be used for Police-Ordered Tows and will be responsible for providing a sufficient number of Tow Tickets for the Towing Company's use in the event of an outage. During outages, the Towing Company's own Tow Ticket form shall be used for tows of City vehicles, and shall be turned into the Fleet Division. Additional Tow Tickets can be obtained by the Towing Company from the Police Department during normal working hours, Monday through Friday, 8:00 AM to 5:00 PM. The only other time Towing Company may use a different tow ticket or method of invoicing is when the tow is classified as a Citizen Request Tow by the Police Department,

but only in the event of software/data system outage.

Once the outage has concluded, it is the responsibility of the Tow Company to enter the data from the Tow Tickets into the software system/database.

REPORTS: Towing Company shall keep records of all services performed under this contract in the agreed upon software/data system. At the beginning of each fiscal quarter, the City designee will access the Towing Company's software/data system and generate a report regarding services performed, to include billing. All towing charges and noted issues will be reviewed by the Police Department's Special Operations Captain or his designee, and shall comply with Section 6.0 Pricing of this contract. Towing Company shall have thirty (30) days to notify the City of any corrections to tow tickets due to billing errors on Towing Company's part.

Towing Company shall comply with State statutes in the reporting of abandoned property in Towing Company's possession that is unclaimed for ten (10) days from date of tow to the Police Department. The Towing Company shall provide the Police Department electronically, or through the required software/data system, a list of those vehicles towed under this contract that remain on the Towing Company's lot on a daily basis.

PERFORMANCE REPORTING AND TERMINATION:

- Performance Reporting. Towing Company will be evaluated on services provided during the course of the Contract on a regular basis and a written report of performance results will be submitted at the beginning of every fiscal quarter by the Police Department through the Procurement and Contract Services Division to the Tow Committee. Towing Company shall be notified monthly of any noted deficiencies in service or problems with compliance with this Contract (See REPORTS above for additional information).
- Termination. If Towing Company violates any of the terms and conditions of this Contract, fails or refuses for any reason to furnish the services required under this Contract, or charges a fee in excess of that described in Section 6.0 Pricing, the City shall have the right to terminate this Contract and move to the secondary awardee.
- Termination Process: The City shall present to the Tow Committee the reasons it believes termination is necessary. They shall provide documentation of continued or egregious violations. If the Tow Committee agrees, the city will have the right to terminate this Contract and move to the secondary awardee.

OTHER PROVISIONS – TOW-RELATED:

- Towing Company must have a business license on file with the City. If Towing Company is registered with the Federal Dep't of Transportation, a local business license is not required, but proof of registration shall be provided. Towing Company must show either evidence of a Federal DOT registration or a copy of a current business license obtained from the City.
- Towing Company shall be responsible for complying with the Revised Statutes of Missouri and the Lee's Summit Code of Ordinances for any sale of stored, unclaimed vehicles.
- Towing Company agrees to comply with all applicable federal and state laws and City Ordinances, including, but not limited to, Federal DOT and OSHA requirements, Missouri revised state statutes, zoning, fair labor practices and employment discrimination.
- Towing Company represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Contract for a gratuity, commission, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Towing Company or bona fide established commercial or sales agencies
- Hold harmless. Towing Company shall indemnify, defend, become responsible for and forever save harmless the City, its boards, committees, commissions, officers, agents and employees from any and all liability, cost or expense, including reasonable attorney's fees and costs of defense incurred by them:
 - For loss or damage to property of the Towing Company, its officers, agents, employees, licensees, contractors and invitees, pursuant to and or in performance of this contract or for injury to or death of any such employee, agent, licensee, invitee or contractor, pursuant to and/or in performance of this contract however arising; and
 - Arising directly or indirectly from any act or omission of the Towing Company, or any person acting on the Towing Company's behalf, done or claimed to have been done by virtue of or pursuant to this Contract.
 - Any expense arising out of the operation of the Tow Lot.

TOW TRUCK DRIVERS: Towing Company shall employ a minimum of five (5) competent and qualified tow truck drivers. Bidder shall submit a list of all drivers to be utilized in carrying out the Contract. The list shall include the following information:

- A copy of each driver's Missouri Commercial Driver's License at the time of contract execution and renewal.
- A current address
- Driver's experience, including number of years in the industry and any special training in towing. Towing Company warrants that all tow truck drivers utilized in carrying out this Contract are competent, qualified and licensed to operate a tow truck in the State of Missouri and are trained in the use of towing equipment. The City reserves the right to disapprove a driver for any reason, and the City is not required to provide an explanation for the disqualification of a driver.

ADDITIONAL REQUIREMENTS FOR DRIVERS: Towing Company shall employ a minimum of five (5) tow truck drivers who shall be pre-approved by the City and who shall be available to meet the terms of the contract twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

- Tow truck drivers shall be directly employed by the Towing Company; subcontracting drivers is **not** allowed.
- Tow truck drivers shall be in compliance with all requirements of the U.S. Department of Transportation.
- Every tow truck driver is to be provided with a copy of the pricing under this contract and also a copy in protective sheeting is to be kept in every tow truck, along with the ticket book, so it can be utilized by every driver of the vehicle.
- Only tow truck drivers with commercial driver's licenses (CDLs) shall be allowed to operate tow trucks GVWR over 26,000, per Missouri law.
- Tow truck drivers with out-of-state driver's licenses shall obtain driver's licenses for the State of Missouri within 30 days of establishing residency within the state (except for those that reside in Kansas, who do not require State of Missouri driver's licenses), per Missouri law and the Missouri Department of Motor Vehicles.
- At any time, the City may request from Towing Company the copies of the qualifications and credentials, to include all of the information specified in section 2.8, Tow Truck Drivers, of any new drivers added after contract execution. A new driver is any driver not listed by Towing Company in the original bid package. The Procurement and Contract Services Division shall issue written approval or disapproval to the Towing Company of any new drivers within seven (7) days of the City's initial request. Unapproved drivers will not be allowed to perform under this contract. The City reserves the right to disapprove a driver for any reason and the City is not required to provide an explanation for the disqualification of a driver.
- New drivers should be informed of and trained on the contract terms and pricing as part of their initial job training and orientation.

APPLICABLE LAWS: Towing company shall abide by any and all local, state and/or federal laws pertaining to the provision of tow services. The initial tow performed under RSMo §304.153, 304.155, or 304.157, shall remain in the state of Missouri unless authorized by the vehicle owner, or his or her authorized agent including a motor club to which the owner of the motor vehicle is a member.

MERGERS/ACQUISITIONS: In the event that the successful bidder, at any time after the initialization or renewal of the contract, intends on merging with another company, changes control or ownership, transfers assets or is acquired by a different company, the City reserves the right to terminate this agreement and resume with the secondary awardee. Towing company agrees to notify the Procurement and Contract Services Division in writing 30 days prior to any merger or acquisition.

EXHIBIT C
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
RON'S AUTO & TRUCK TOWING, LLC
PROPOSAL FEES / COSTS



City of Lee's Summit
Procurement and Contract Services
RFP No. 2024-022

FORM NO. 6: FEE SCHEDULE

Description of Services	Est Qty	Unit	Proposed Rate	Unit Cost
1. Tow-Non-Accident	175	each	\$80.00	\$
2. Tow-City Owned Vehicle (any type)	150	each	\$80.00	\$
3. Normal Recovery/Accident				
VEHICLES UP TO ¼ TON	600	each	\$145.00	\$ 125.00
VEHICLES ¼ TON TO 26,000 POUNDS	270	each	\$155.00	\$ 150.00
VEHICLES OVER 26,000 POUNDS		each	\$195.00	\$
4. Winching	120	minimum	\$60.00	\$
5. Dollie Service (per application)	100	each	\$65.00	\$
6. Tire Change	10	each	\$70.00	\$
7. Cover/Tarping	20	each	\$15.00	\$
8. Jump Starts	50	each	\$65.00	\$
9. Unlocking Vehicle	50	each	\$65.00	\$
10. Mileage Charges (average 10mi/trip)				
VEHICLES UP TO ¼ TON – PER LOADED MILE	715	mile	\$3.50	\$
VEHICLES OVER ¼ TON – PER LOADED MILE		mile	\$4.00	\$
11. Storage				
All Vehicles	1421	days	\$35.00	\$
12. Waiting Time				
Billable Rate after the first 30 Minutes	N/A	hour	NC	\$
13. Cancellation by the City				
Any Vehicle	2	each	\$80.00	\$
14. Drive Line Disconnection & Reconnection	20	each	\$45.00	\$
15. Certified Letters to Vehicle Owners	1	each	NC	NC
16. Additional Equipment/Services (Optional)	N/A			List separately-see below

6.1 Additional Equipment/Services (Optional)

Description: Skid Steer Fee: \$ 100.00 Hr.
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: Tow Books
 Description: _____
 Web Address: _____
 Ability to provide reports based on the tow ticket example attached? Yes No
 Fee for City use (if any) \$ 0

6.3 Towing Company will provide for the storage of vehicle at: 33811 E. 50 Hwy LS Mo 64086 (tow lot address)

Lot size: _____ square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063, but still within the State of Missouri.

Yes No