

Manager
Title _____ Date _____

RON HARVEY
Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION

220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
Phone: 816-969-1083 Fax: 816-969-1081
Email Address: ben.calla@cityofls.net

INVITATION FOR BID NUMBER 2018-001

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

CITY ORDERED TOW SERVICES
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM OR DELIVERED BY HAND TO THE PROCUREMENT AND CONTRACT SERVICES DEPARTMENT, 220 S.E. GREEN STREET, LEE'S SUMMIT, MISSOURI 64063 PRIOR TO THE OPENING DATE: TUESDAY, SEPTEMBER 26, 2017, 2:00 P.M. LOCAL TIME

There will be a pre-bid conference in the Howard A Conference Room, 2nd Floor, City Hall, 220 S.E. Green St. on Tuesday, September 19, 2017 9:00 AM LOCAL TIME. All interested bidders are encouraged to attend.

The cutoff date for any questions for this bid is Thursday, September 21, 2017 at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicInfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the bid(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

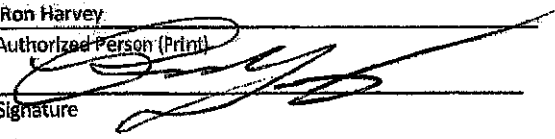
<u>Ron's Auto & Truck Towing, LLC</u>	<u>Ron Harvey</u>
Company Name	Authorized Person (Print)
<u>33811 E US HWY 50</u>	
Address	Signature
<u>Lees Summit, MO 64086</u>	<u>Manager</u>
City/State/Zip	Title
<u>(816) 810-5151</u> <u>(816) 697-5451</u>	<u>10/3/2017</u> <u>30-0599882</u>
Telephone # Fax #	Date Tax ID #
<u>Ronsautotrucktowing@yahoo.com</u>	<u>LLC</u>
E-mail	Entity Type

TABLE OF CONTENTS:

Legal Notice and Invitation For Bid	Page 1
Table of Contents	Page 2
Advertisement	Page 2
Scope	Page 3
Instructions to Bidders	Page 3
Specific Requirements	Pages 4-6
Terminology and Definitions	Pages 6-7
Specifications	Pages 7-11
Evaluation Criteria	Page 11
Pricing	Page 12
Work Authorization Affidavit and E-Verify	Page 13
General Terms and Conditions	Pages 14-19
Insurance Requirements	Pages 20-21
References and Experience	Page 22
Personnel Qualifications	Page 23
List of Equipment	Page 24
Sample Contract	Pages 25-26

INVITATION FOR BID NUMBER 2018-001

The City of Lee's Summit will accept electronically or hand submitted bids from qualified persons or firms for **City Ordered Tow Services** as a yearly contract. Bids must be received electronically in Public Purchase or delivered by hand by Tuesday, September 26, 2017, 2:00 PM Local Time. Bids will be read aloud publicly in the Howard A Conference Room, 2nd floor, City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit.mo/buyer/public/publicinfo> or by contacting the Procurement Officer or City Staff listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

There will be a pre-bid conference in the Howard A Conference Room, 2nd Floor, City Hall, 220 S.E. Green St. on Tuesday, September 19, 2017 at 9:00 AM, LOCAL TIME. **All interested bidders are encouraged to attend.**

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation 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 agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All bids should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

Ben Calia, CPPB, Procurement and Contract Services Manager

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

SCOPE: The City of Lee's Summit is seeking qualified firms or persons to provide City Ordered Tow Services. To provide **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 One Time Term & Supply contract for the City of Lee's Summit to include but not limited to:

- 1.1 Normal and special recovery
- 1.2 Winching
- 1.3 Dollie Service
- 1.4 Accident clean-up
- 1.5 Tire changes
- 1.6 Jump starts
- 1.7 Unlocking services
- 1.8 Storage

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer conducting this solicitation, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. **The cutoff date for any questions for this bid is Thursday, September 21, 2017 at Noon, Local Time.**
- 1.3 The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.4 The City reserves the right to award this contract in its entirety or to split the contract between bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.5 Bids submitted on separate forms are not acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.6 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the City Manager of the City of Lee's Summit shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City Manager.
- 1.7 In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- 1.8 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.9 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid or as stipulated on an appropriate addendum. The bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.10 Any award of a contract resulting from this invitation for Bid will be made only by written authorization from the City Manager.
- 1.11 If an award is a result of this invitation for Bid, a contract in the form of a Yearly Contract (YC) will be issued. The contract number must be referenced on all documentation including invoice.
- 1.12 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located in Section 8. Any bid conditioned on conflicting Terms & Conditions may be rejected.

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

2.0 SPECIFIC REQUIREMENTS OF BID:**2.1 Renewal Option:**

- 2.1.1 The City reserves the right to re-new this contract for four (4) additional one-year renewal periods.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

2.2 Licenses and Permits: The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

2.3 Insurance: The bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract-if applicable.

2.4 Compliance: The following items shall be provided by bidder to the City of Lee's Summit Procurement and Contract Services Division:

2.4.1 To be provided with Bid submittal:

- **Bidder must complete the bid document in its entirety. Submit all Pages of this complete bid document** (bidders to keep copy of bid submitted)
- List of References and Experience-Form 10.0
- Personnel Qualifications-Form 11.0
- List of Equipment and copies of registrations for equipment identified-Form 12.0
- Executed Addendum(s)-if applicable.

2.4.2 To be provided prior to the issuance of a contract:

- Business License
- Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
- Work Authorization Affidavit
- E-Verify Signature Page
- W-9 (new vendor only)
- Vendor Information Form (new vendor only)
- A copy of drivers licenses for those drivers identified on Section 11.0 PERSONNEL QUALIFICATIONS (updated information shall be provided with the removal or addition of drivers as well as a requirement of a renewal contract term)

2.5 No Financial Interest or Other Conflict: By submission of its response, the bidder certifies that they are currently in compliance with items 2.5.1 through 2.6.4 and shall remain in compliance throughout the term(s) of the contract.

2.5.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

2.5.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

2.6 Debarment and Suspension Status: Offeror hereby certifies to the City as follows for the life of the contract:

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- 2.6.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.6.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.6.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.6.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
- 2.7 **Experience:** The bidder shall state the number of years in business. The bidder must have at least five (5) years of experience managing and operating a towing business.
- 2.8 **Tow Truck Drivers.** Towing Company shall employ a minimum of five (5) tow truck drivers. The bidder shall submit a list of all competent and qualified drivers to be utilized in carrying out the Contract. The list shall include the following information:
- 2.8.1 A copy of each driver's Missouri Commercial Driver's License;
- 2.8.2 A current address;
- 2.8.3 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.
- 2.8.4 **Drivers.** Towing Company shall employ a minimum of five (5) tow truck drivers, who shall be pre-approved by the City, 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.
- 2.8.5 Tow truck drivers shall be directly employed by the Towing Company; subcontracting drivers is **not** allowed (refer to Section 4.12).
- 2.8.6 Tow truck drivers shall be in compliance with all requirements of the U.S. Department of Transportation.
- 2.8.7 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.
- 2.8.8 Only tow truck drivers with commercial driver's licenses (CDLs) shall be allowed to operate tow trucks GVWR over 26,000, per Missouri law.
- 2.8.9 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.
- 2.8.10 **New Drivers.** Towing Company shall notify the Procurement and Contract Services Division in writing of any new driver to be utilized in carrying out the Contract prior to the individual performing work under the Contract. A new driver is any driver not listed by Towing Company in the original bid package. New driver notifications shall include submission of all information, as specified in Section 2.8, Tow Truck Drivers. 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 receiving the notice from the Towing Company. 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.

2.8.11 New drivers should be informed of and trained on the contract terms and pricing as part of their initial job training and orientation.

2.9 **Applicable Laws.** Towing company shall abide by any and all local, state and/or federal laws pertaining to the provision of tow services.

2.9.1 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.

3.0 TERMINOLOGY AND DEFINITIONS:

3.1 Definitions:

- 3.1.1 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.
- 3.1.2 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).
- 3.1.3 The term "Estimated" represents approximate quantities for the period of time stated.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 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.
- 3.1.8 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.
- 3.1.9 The "Tow Lot" is the area maintained by the Towing Company for the storage of towed vehicles.
- 3.1.10 A "Loaded Mile" is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery.
- 3.1.11 "Personal property" shall be defined as items necessary to meet personal needs, which shall include 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.
- 3.1.12 "Normal Recovery" is defined as follows: 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 3/4 ton. Service shall include cleanup of the roadway as directed by the Police Department. Towing of a vehicle with an attached trailer will be considered as one tow. However a separate storage charge per day for each vehicle and each trailer will apply. The separate storage charge for the trailer shall be clearly identified on the same tow ticket as the vehicle.
- 3.1.13 "Special Recovery" is defined as those cases where a vehicle is so damaged that it requires the tying shut its doors, and the removal of all broken glass and loose parts, as necessary, before the vehicle can be safely towed. Special recovery charges

may be in addition to the normal recovery charges, but shall not exceed one hundred and fifty percent (150%) of the normal recovery charge.

- 3.1.14 **"Re-delivery"** is defined as towing a vehicle from the Tow Lot to another location (e.g., a body shop, owner's home, etc.). Charges for re-delivery shall be the same as the initial tow; e.g., Normal or Special Recovery.
- 3.1.15 **"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.
- 3.1.16 **"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.
- 3.1.17 **"Tire Changes"** shall consist of replacing a damaged tire.
- 3.1.18 **"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.
- 3.1.19 **Jump starts** shall consist of starting a vehicle by use of a booster cable.
- 3.1.20 **Unlocking vehicles** shall consist of releasing the lock on the door of a vehicle with an auto unlocking tool.
- 3.1.21 **Mileage Charges** are defined as charges for the distance from the pick-up point to the delivery point of a towed vehicle will only be allowed for tows outside City limits.-A loaded mile is defined as a charge for the mileage from the nearest City limits boundary to the point of delivery. Mileage rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.

4.0 SPECIFICATIONS:

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

- 4.1.1 Police-ordered Tows;
- 4.1.2 Non-preference Tows; and
- 4.1.3 Tows requested by City departments for City-owned vehicles or equipment.

4.2 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 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofls.net.

4.3 Towing Services Not Covered by this Contract (Citizen Request Tow)

- 4.3.1 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.
 - 4.3.2 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 or apply the Contract pricing for a Citizen Request Tow.
 - 4.3.3 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.
- 4.4 **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. 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 alternative 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 ability 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.

- 4.5 **Waiting Time.** If at any time the Towing Company is required by the Police Department to stand by after arrival at the designated location for longer than thirty (30) minutes prior to starting tow procedures, the Towing Company shall be allowed to charge an hourly rate. Tow tickets must be signed by the on-scene Police Officer indicating that, in fact, the Police Department asked the Towing Company to stand by.
- 4.6 **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. A cancellation rate only applies once the tow truck arrives on the scene. Cancellation rates may be different for vehicles up to ¾ ton and vehicles over ¾ ton.
- 4.7 **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.
- 4.8 **On-Scene Instruction.**
- 4.8.1 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.
 - 4.8.2 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.
 - 4.8.3 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. Waiting charges may be assessed only as specified in Section 7.0 Pricing.
 - 4.8.4 Vehicle Identification Numbers (VINs) shall be double-checked by the Towing Company.
 - 4.8.5 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.
 - 4.8.6 Towing Company is to provide driver(s) of vehicle(s) with the Towing Company contract information.
- 4.9 **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.
- 4.10 **Disconnection/Reconnection of Drive Line.** Drive lines may need to be disconnected prior to towing, and reconnected upon arrival at the drop location.
- 4.11 **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.
- 4.12 **Subcontracting.** Towing Company will not be allowed to subcontract, assign or transfer any interest in the work covered by this Contract.
- 4.13 **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.
- 4.14 **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.

4.15 **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.

4.16 **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. Proximity shall be determined by utilizing Map Quest 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.

33811 E. US, HWY 50
Tow Lot Physical Address:

Lees Summit, MO 64086
City/State/Zip Code

Does the tow lot property meet all of the requirements identified in bid sections 4.16-4.18? Yes No

- 4.16.1 The Tow Lot shall be a sole-use facility (used only for towing).
- 4.16.2 The Tow Company shall currently own or lease and maintain a Tow storage lot in compliance with requirements stipulated in paragraph 4.16 above.
- 4.16.3 **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 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.
- 4.16.4 The Tow Lot shall be clearly marked and identified by approved exterior signage as the location of the Tow Lot.
- 4.16.5 The minimum lot size of the Tow Lot shall be able to hold approximately eighty (80) vehicles).
- 4.16.7 The Tow Lot shall be hard-surfaced (asphalt or concrete).
- 4.16.8 Vehicles stored in the Tow Lot shall be arranged in rows and not stacked upon one another.
- 4.16.9 The Tow Lot shall not be located in a 100 year flood plain.
- 4.16.10 The Towing Company's office shall be open from at least 8:00 a.m. to 6:00 p.m., Monday through Friday.
- 4.16.15 The Towing Company's office shall have secure, on-site storage for tow records.
- 4.16.16 The Towing Company's office shall have 24-hour dispatch service and software, and GPS tracking of tow vehicles.
- 4.16.17 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.
- 4.16.18 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.
- 4.16.19 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.
- 4.16.20 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.

4.17 **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 will

cooperate with the City completely, and comply with any request or direction issued regarding the release of vehicles from the Tow Lot.

4.18. Additional Trips (after-hours release of vehicles). 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.). The per trip rate may be charged only when opening at hours other than those the Towing Company is required by Contract to have the lot and office open, or personnel available for the release of vehicles. However, Towing Company shall NOT assess extra charges when already on the premises and release is requested. Extra charges are to be assessed only when Towing Company's office is closed and a Towing Company representative is not on the premises.

4.19. Equipment. Towing Company shall submit a listing of all equipment (owned or leased) to be used under this Contract for approval by the City, see section 12.0 LIST OF EQUIPMENT.

4.19.1 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:

4.19.2 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.

4.19.3 Equipment capable of recovering and removing the average tractor trailer.

4.19.4 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.

4.19.5 *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.

4.19.6 *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.

4.19.7 *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.

4.19.8 *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.

4.19.9 *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.

4.21. Tow Tickets. Towing Company shall use Tow Tickets for all tows performed under this contract. 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. 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.

4.22. Reports. Towing Company shall keep records of all services performed under this contract. On Monday of each week, Towing Company shall deliver (via hand delivery or electronically) to the Administration Division of the Police Department, 10 N.E. Tudor Road, Lee's Summit, MO 64086, copies of all Tow Tickets along with copies of all paid invoices associated with each Tow Ticket issued the prior week. Each Tow Ticket shall set forth the charges made for towing service. All towing charges 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 notify the Police Department by fax a list of those vehicles towed under this contract that remain on the Towing Company's lot on a daily basis. Towing Company may provide reports via their dispatch/towing software with City approval.

4.23 Performance Reporting and Termination

- 4.23.1 **Performance Reporting.** The 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 monthly 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.
- 4.23.2 **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 7.0 Pricing, the City shall have the right to terminate this Contract.

4.24 Other Provisions – Tow-Related

- 4.24.1 Towing Company must have a business license on file with the City. If Towing Company is registered with the Federal Department 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.
- 4.24.2 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.
- 4.24.3 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.
- 4.24.4 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.
- 4.24.5 Hold harmless. The 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:
1. 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
 2. 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.
 3. Any expense arising out of the operation of the Tow Lot.

5.0 Evaluation Criteria. Bids will be evaluated by City personnel. They will make a comparative assessment of the bidder's response to this Invitation to Bid based on the materials provided. The evaluation point breakdown is as follows:

- 5.0.1 Service Costs-Form 6.0 Pricing
- 5.0.2 References and Experience of Tow Service Provider-Form 10.0
- 5.0.3 Tow Lot proximity to the City of Lee's Summit
- 5.0.4 Personnel Qualifications-Form 11.0
- 5.0.5 Equipment-Form 12.0

SCORING RANGES

	50 Point Item	20 Point Item	10 Point Item
Outstanding	37 – 50	16 – 20	9 – 10
Exceeds Acceptable	25 – 36	11 – 15	6 – 8
Acceptable	13 – 24	6 – 10	3 – 5
Marginal	0 – 12	0 – 5	0 – 2

		Max. Pts.	Score
1.	Service Costs-Pricing: Lowest and best price for goods and/or services that are determined to be in the best interest of the City will be considered in evaluating this bid.	<u>50</u>	_____
2.	References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar goods and/or services; past performance history, and references.	<u>20</u>	_____
3.	Tow Lot Proximity: Consideration will be given to those firms whose tow lots are located in closer proximity to the City of Lee's Summit.	<u>10</u>	_____
4.	Personnel Qualifications: Consideration will be given to the qualifications of the personnel who will be carrying out contractual duties.	<u>10</u>	_____
5.	Equipment: Consideration will be given to the type, capability of and condition of the equipment to be utilized in performing contractual duties.	<u>10</u>	_____
		Total(100)	_____

See Addendum #1

6.0 PRICING

DESCRIPTION OF SERVICES FOR January 2016 – December 2016	ESTIMATED QUANTITY	UNIT	UNIT COST
1. Normal Recovery			
VEHICLES UP TO ½ TON	600	EACH	\$
VEHICLES OVER ½ TON	270	EACH	\$
2. Special Recovery	100	EACH	\$
3. Re-delivery	30	EACH	\$
4. Winching	320	MINIMUM	\$
HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$
5. Dolly Service (per application)	100	EACH	\$
6. SR 40/50 Rotator		HOUR	\$
7. Tire Changes	10	EACH	\$
8. Covering Vehicle	20	EACH	\$
9. Jump Starts	50	EACH	\$
10. Unlocking Vehicles	50	EACH	\$
11. Mileage Charges (average 10mi/trip)	715	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		MILE	\$
VEHICLES OVER ½ TON – PER LOADED MILE		MILE	\$
12. Additional Trips (after-hours release of vehicles)	45	EACH	\$
13. Storage Days	1421	SEE BELOW	SEE BELOW
VEHICLES UP TO ½ TON		DAYS	\$
VEHICLES OVER ½ TON		DAYS	\$
14. Waiting Time	3	SEE BELOW	
VEHICLES UP TO ½ TON		HOUR	\$
VEHICLES OVER ½ TON		HOUR	\$
15. Cancellation by the City	2	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		EACH	\$
VEHICLES OVER ½ TON – PER LOADED MILE		EACH	\$
16. Drive Line Disconnection & Reconnection	20	EACH	\$
17. Certified Letters to Vehicle Owners	1	EACH	N/A
18. Additional Equipment/Services (Optional)	N/A	LIST SEPARATELY-SEE BELOW	

6.1 Additional Equipment/Services (Optional)

Description: _____ Fee: \$ _____

Description: _____ Fee: \$ _____

Description: _____ Fee: \$ _____

Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

Company /Software Name: _____

Description: _____

Web Address: _____

Ability to provide reports based on the tow ticket example attached? Yes No

Fee for City use (if any) \$ _____

6.3 Towing Company will provide for the storage of vehicle at: _____ (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. _____ Yes _____ No

6.5 All pricing shall remain firm and fixed for the duration of the contractual term.

7.0 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. The signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program **MUST** be provided prior to the issuance of a contract.

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

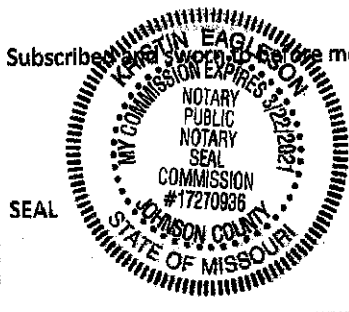
County of Jackson)
) ss.
State of Missouri)

My name is RON HARVEY I am an authorized agent of ROUS AUTO & TRUCK TUNING LLC ("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 sub bidder that knowingly employs or contracts with an illegal alien.

[Signature]
Affiant
RON HARVEY
Printed Name

Subscribed and sworn to before me this 2nd day of October, 2017
[Signature]
Notary Public



8.0 GENERAL TERMS AND CONDITIONS

GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initiated by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a **A** Best's rating and a **BBB+** or better financial performance rating per the current A.M. Best Company ratings).
 - A **BID DEPOSITS (BONDS).**
 Bid Deposit Not Required .
 Bid Deposit Required as stipulated in the "Invitation for Bid".
 Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):
 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

B PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.

Performance and Labor and Material Payment Bonds Not Required .
 Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".
 Note the following:

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- (2) Date of bonds shall be the same as the date of City's execution of the contract.
- (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.

11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.

13. AWARD OF CONTRACT.
A BASIS OF AWARD.

- (1) Only firm bids will be considered.
- (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
- (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.

B EVALUATION OF BIDS.

- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
- (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
- (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
- (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.

C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.

14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.

16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.

17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.

18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the Invitation to bid).

CONTRACTUAL REQUIREMENTS.
GENERAL CONTRACTUAL REQUIREMENTS.
1. DEFINITIONS.

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
 3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.
 4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
 5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
 6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
 7. **GENERAL WARRANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
 8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
 9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
 10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
 11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
 12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
 13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
 14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
 15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
 16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
 17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
 18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract 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 contract will forthwith be physically amended to make such insertion or correction.
 19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
 20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnify hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his sub-contractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
 21. **SUB-CONTRACTS.**
 - A. The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.
23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A. The Contract shall consist of a PURCHASE ORDER and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B. The contract shall consist of a YEARLY CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C. The contract shall consist of a ONE-TIME CONTRACT and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D. Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- NOTE TO BIDDERS:** THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.
35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is

compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid"
 - B Wage Rate Determination - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.
37. **BUILDING REGULATION, PERMITS AND LAW.**
- A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound. Arbitration shall not apply to any contract resulting from this IFB.
 - B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
- A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
 - B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
- A Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
 - B Time Starts to Run: The Contract Time shall start to run on the date stated in the Notice to Proceed.
 - C Time of Contract: Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
 - D Excusable Delays: The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
 - (1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
 - (2) To any acts of the City.
 - (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornados, cyclones, and other extreme weather conditions.
 - (4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
- A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
 - B Engineer's Pay Estimates:
 - (1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
 - (2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the monies paid or to be paid to him on account of the Contract price.
 - (3) Engineer may refuse to render an Engineer's Pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE (for Construction Purposes).** Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
- A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

technical specifications must comply with standards of the Williams Stolger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

45. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 - 105.496 shall not be violated. 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 contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

9.0 INSURANCE REQUIREMENTS:

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

NOTICE OF CLAIM: The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The 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 excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:
 Is licensed to do business in the State of Missouri;
 Carries a Best's policyholder rating of "A" or better;
 Carries at least a Class VII financial rating; OR is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: if any part of the contract is to be sublet, the Contractor shall either:
 Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

PUBLIC LIABILITY: Public liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions per U.S. DOT requirements as set forth under 49 Code of Federal Regulations, section 172.101.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:	Each occurrence	\$2,000,000
	Personal & Advertising Injury	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	General Aggregate	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
 Any Auto OR All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

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

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

GARAGE LIABILITY:

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

Conditions: Premises & Operations
Products/Completed Operations

GARAGEKEEPERS LEGAL LIABILITY:

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

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

WORKERS' COMPENSATION: This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit

220 S.E. Green Street
Lee's Summit, MO 64086

The City of Lee's Summit does not need to be named as additional insured on any Auto liability Insurance requirements.

10.0 REFERENCES AND EXPERIENCE

A MINIMUM of 3 Years experience is required of the successful bidder, in similar services, described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL.

How many years has your firm been in business?		YEARS:	
List references showing contracts, held by your company, providing the same services for other municipalities or private companies. If more space is required, please make as many copies of this form as necessary and submit with bid submittal.			
Company Name & Address	Contact Name/Phone Number	Job/Contract Dates:	Describe Services You Provided:
Jackson County Sheriff's Office	Col. Benny Kenny		Towing & Recovery
Lake Lotowana Police Department	Sgt. Thompson		Towing & Recovery
Lone Jack Police Department	Chief Forbes		Towing & Recovery
Lake Tapawingo Police Department	Chief Ross		Towing & Recovery
Grain Valley Police Department	Sgt. Hedger		Towing & Recovery
Johnson County MO Sheriff's Office	Dep. Martinez		Towing & Recovery
Lees Summit Police Department	Major Manzell		Towing & Recovery
Missouri State Highway Patrol			Towing & Recovery

12.0 LIST OF EQUIPMENT:

Complete the table below stipulating to identify the tow truck/equipment (owned or leased) that is available for utilization in the performance of this contract. If more space is required, please make as many copies of this form as necessary and submit with bid submittal. A copy of the current registration(s) must be provided with bid submittal.

Tow Truck/Equipment Type	Model	Model Number	Mileage:	Current Registration Number:
2016 Dodge Flatbed	5500			73B-OAM
2014 Dodge Flatbed	5500			48E-6AW
2014 Dodge Wrecker	4500			33A-8YU
2011 Ford Flatbed	F-650			93A-GOA
2006 Kenworth Wrecker	35 Ton			63A-GOA
1993 Freightliner Wrecker	20 Ton			48B-7AW
2015 Dodge Wrecker	4500			33A-8YU
2016 Dodge Flatbed	5500			93B-OAM
2009 Chevy Wrecker	3500			843-7BA
2016 Takeuchi Loader				

13.0 SAMPLE CONTRACT:

THIS CONTRACT, made this _____ day of _____ 20____, is herein called Yearly Contract for _____ as a Yearly Contract between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, (hereinafter "City"), and _____, (hereinafter "Supplier").

WHEREAS, City has caused to be prepared an Invitation for Bid, General Terms and Conditions, Special Conditions and/or Specifications for a Term and Supply Contract and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents"), said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, Supplier did on the ___ day of _____, 20XX, file with City their Bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

1. The City of Lee's Summit, Missouri, acting through its Procurement and Contract Services Manager does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Department Head for the Department requesting the services, or his/her designee, has determined that budgeted funds are available to cover the cost of the services.
4. That this Contract shall be effective on the _____ day of _____ 20XX, Bid No. 20XX-____, Contract period from _____ to _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid # ____ - ____; section ____ Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contractual period.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the City Manager.
6. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event of any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	Dated:	Pages	through
Specifications:	Dated:	Pages	through
General Conditions:		Pages	through

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."



BID NUMBER: 2018-001

ADDENDUM NUMBER: 1
Date: September 19, 2017

The original Invitation for Bid# 2018-001 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.

The original bid document for Invitation for Bid# 2018-001 had an original closing date and time of Tuesday, September 26, 2017, 2:00 P.M. Local Time. **The bid opening date has been extended until Tuesday, October 3, 2017, 2:00 P.M. Local Time.**

PRE-BID CONFERENCE

DATE/TIME: September 19, 2017, 9:00 A.M.

The Pre-Bid Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the invitation for bid, by allowing potential bidders to ask questions. The City intends to make an award to a responsive and responsible company through an open and competitive procurement process; one that will satisfy all the requirements that is deemed to be in the best interest of the City.

The Pre-Bid Conference was opened with introductions and a statement of purpose by the Procurement and Contract Services Manager, Ben Callia.

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

S. The phrase "One Time" of the first paragraph located under SCOPE located on page 3 of the bid document shall be considered removed from the bid document.

S. The phrase "if applicable" located in section 2.0 SPECIFIC REQUIREMENTS OF THE BID, paragraph 2.3 of the bid document shall be considered removed from the bid document.

S. The sentence "Towing of a vehicle with an attached trailer will be considered as one tow..." located under section 3.0 TERMINOLOGY AND DEFINITIONS, 3.1.12 "Normal Recovery" on page 6 shall be replaced by the following: "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." This language will be deemed as inserted into the bid document.

S. The phrase "Section 7.0 Pricing" located under section 4.0 SPECIFICATIONS, paragraph 4.8 ON-SCENE INSTRUCTION, item 4.8.3 shall now read as "Section 6.0 Pricing".

S. The original section "6.0 PRICING" shall be replaced with the revised enclosed 6.0 PRICING page. Please dispose of the original section "6.0 PRICING" and submit the revised enclosed 6.0 REVISED PRICING PAGE with your bid submittal. Bid submittals that do not provide the revised enclosed 6.0 REVISED PRICING PAGE will be considered nonresponsive.

6.0 REVISED PRICING PAGE

DESCRIPTION OF SERVICES FOR January 2016 – December 2016	ESTIMATED QUANTITY	UNIT	UNIT COST
1. Normal Recovery			
VEHICLES UP TO ½ TON	600	EACH	\$ 75.00
VEHICLES ½ TON TO 26,000 POUNDS	270	EACH	\$ 75.00
VEHICLES OVER 26,000 POUNDS		EACH	\$ 125.00
2. Special Recovery	100	EACH	\$ 100.00
3. Re-delivery	30	EACH	\$ 100.00
4. Winching	120	MINIMUM	\$ 125.00
HOURLY CHARGE AFTER FIRST 30 MINUTES		HOURLY	\$ 100.00
5. Dolly Service (per application)	100	EACH	\$ 60.00
6. Tire Changes	30	EACH	\$ 60.00
7. Covering Vehicle	20	EACH	\$ NC
8. Jump Starts	50	EACH	\$ 60.00
9. Unlocking Vehicles	50	EACH	\$ 60.00
10. Mileage Charges (average 10mi/trip)	715	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		MILE	\$ 3.00
VEHICLES OVER ½ TON – PER LOADED MILE		MILE	\$ 3.00
11. Additional Trips (after-hours release of vehicles)	45	EACH	\$ 60.00
12. Storage Days	1421	SEE BELOW	SEE BELOW
VEHICLES UP TO ½ TON		DAYS	\$ 40.00
VEHICLES OVER ½ TON		DAYS	\$ 40.00
13. Waiting Time	3	SEE BELOW	
VEHICLES UP TO ½ TON		HOUR	\$ 60.00
VEHICLES OVER ½ TON		HOUR	\$ 60.00
14. Cancellation by the City	2	SEE BELOW	
VEHICLES UP TO ½ TON – PER LOADED MILE		EACH	\$ NC
VEHICLES OVER ½ TON – PER LOADED MILE		EACH	\$ NC
15. Drive Line Disconnection & Reconnection	20	EACH	\$ 50.00
16. Certified Letters to Vehicle Owners	1	EACH	N/A
17. Additional Equipment/Services (Optional)	N/A	LIST SEPARATELY-SEE BELOW	

6.1 Additional Equipment/Services (Optional)

Description: Skid Steer Fee: \$ 75.00
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____
 Description: _____ Fee: \$ _____

6.2 Dispatch/Towing Software

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

6.3 Towing Company will provide for the storage of vehicle at: 33811 E 50 Hwy 25, Mo 64086 (tow lot address)

Lot size: 1 Acre square feet

6.4 Tow Lot located within twenty (20) miles of 220 S.E. Green St., Lee's Summit, MO 64063. Yes No

6.5 All pricing shall remain firm and fixed for the duration of the contractual term.

ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this Addendum No. 1 of Bid No. 2018-001, titled City Ordered Tow Services by his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original bid submittal.

CERTIFICATION BY BIDDER:

SIGNATURE

TITLE

COMPANY

DATE

[Handwritten Signature]
Manager
Ross Auto & Truck Towing LLC
9-29-17