**INVITATION FOR BID -** **VEHICLE TOWING & STORAGE SERVICES**

The City of Macon, Missouri is accepting bids for vehicle towing and storage services for a period of 2-year.

**Bids are due by 3:00 PM, June 2, 2023.** Bids should be submitted to the City Clerk at 106 W. Bourke, P.O. Box 569, Macon, MO. 63552 or e-mailed to cityclerk@cityofmacon-mo.gov. Questions should be directed to City Clerk, Mary Lou Craigg at 660-385-6421.

Vendor/bidder must meet the minimum qualifications and standards set forth in this invitation to bid to be considered for towing and recovery services for the City of Macon. The selected tow company will establish the delineated criteria for service and security for towed vehicles and maintain approved rates and business practices outlined in this invitation to bid and pursuant executed contract agreement. The vendor/bidder shall carry any and all licenses to perform towing services within the city limits of Macon, County of Macon, and State of Missouri.

Vendor/bidder agrees that, to the fullest extent permitted by law, they shall protect, defend, indemnify, save, and hold harmless the City of Macon, its agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from any accident or other occurrence during or related to the performance of services pursuant to this contract agreement provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss or use resulting therefrom, negligent acts or omissions of the undersigned, anyone directly or indirectly employed by the undersigned vendor/vendor/bidder, or anyone for whose acts the undersigned may be liable, regardless or whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. These aforesaid obligations of the undersigned shall not be construed to negate, abridge, or reduce other rights of indemnity which otherwise exist to the City of Macon, Missouri.

**VENDOR/BIDDER RESPONSIBILITIES AND MINIMUM REQUIREMENTS**

1. Have a secure storage lot and an enclosed secure building for the storage of motor vehicles;
2. Be open or available to a customer to make arrangements Monday through Friday, for fifty-two weeks per year, excluding any federal holidays, for a customer, his or her authorized agent, or an insurance adjuster, to view or retrieve items from a vehicle, or to retrieve the vehicle at the posted rate. No additional fees may be charged for viewing or retrieval during regular business hours except as provided under “Section 3(a) SERVICE”.

A towing company shall not assess any storage fee on a day which the towing company is not open for business;

1. Notify the owner of a motor vehicle of the location of such motor vehicle within twenty-four (24) after being contacted by such owner;
2. Be available twenty-four (24) hours a day, seven (7) days a week. “Availability” shall mean that an employee of the towing company or an answering service answered by a person is able to respond to a tow request;
3. Have and maintain an operational telephone with the telephone number published;
4. Maintain a valid insurance policy issued by an insurer authorized to do business in this state, or a bond or other acceptable surety providing coverage for the death of, or injury to, persons and damage to property for each accident or occurrence in the amount of at least five hundred thousand dollars per incident;
5. Provide workers’ compensation insurance for all employees of the towing company if required by law;
6. Maintain current motor vehicle registrations on all tow trucks currently operated within the towing company fleet; and
7. Make available upon request to consumers a rate sheet listing all current rates applicable to towing services provided under the city contract agreement.

In addition, vendor/bidder must comply with the following requirements:

1. The initial tow performed under a City of Macon tow service contract agreement shall remain in Macon County 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.
2. Notwithstanding any provision of law to the contrary, unless notified by a law enforcement agency that a motor vehicle is being preserved as evidence, a storage lot facility or towing company shall allow insurance adjusters access to and allow inspection of a motor vehicle, without charge, at any time during the towing company’s or storage lot facility’s normal business hours.

The undersigned vendor/bidder agrees to enter into a contract agreement with the City of Macon to provide towing and storage services, as requested by the Macon Police Department, according to prices, terms, and conditions as agreed upon. Vendor/bidder acknowledges that all charges are set in the contract agreement and are standard regardless of the time of day or day of the week of the tow.

The vendor/bidder is required to fill out the attached forms and enclose detailed information as separate attachments and any omissions, deletion, or erasure may result in the rejection of the bid. If the vender/bidder fails to mark the rate in any given blank, the City will assume this means “No Charge” for that particular service.

The undersigned vendor/bidder, having received and reviewed the Invitation for Bid and the terms of the proposed contract to be awarded to the successful vendor/bidder and agreeing to be bound by all such terms, hereby submits the following bid for the yearly contract for towing services ordered by the City of Macon.

1. **DESCRIPTION OF WORK**

Vendor/bidder shall be available to perform towing services (as defined below) for the general public at the request of the City 24-hours per day, 365-days per year including holidays. Vendor/bidder acknowledges that all charges are set form in this bid form will be standard regardless of the time of day or day of the week of the tow.

*“Towing Services”* is defined as being those tows to the designated tow yard, as ordered by the City of Macon for:

1. Abandoned motor vehicles (any unattended motor vehicle, trailer, off-road vehicle, outboard motor, or vessel).
2. Derelict vehicles (abandoned, deserted, nonoperative, partially dismantled, wrecked, junked or of similar condition).
3. Illegally parked vehicles.
4. Wrecked vehicles impairing traffic, where the owner/driver is not capable of requesting tow service.
5. Vehicle impairing traffic where the tow service requested by the owner/driver is unable to respond or the indicated response time is not reasonable, i.e., need to clear the roadway as soon as possible.
6. Vehicle impairing traffic where the owner/driver does not have a preferred tow service.

The City of Macon Police Department will write and provide the tower with a tow slip on items a-f.

It is not the intent of this contract to furnish tow services for the owner/drivers who request a preferred “Tow Service.” It shall be the responsibility for the City of Macon Police Department to exert its best efforts to contact the owner/driver’s choice. If, for any reason the requested tow service is unable to respond within a reasonable period of time, or the owner/driver does not have a preferred tow service, the tow becomes a service to the City of Macon and is subject to the terms and condition of the contract agreement.

Reasonable time shall be defined as not over 15 minutes to be in route under normal weather conditions. In adverse weather conditions, owner/driver’s “requested” tow shall be allowed 30 minutes to be in route to the location.

1. **TOWING (Part 1)**

No vehicle shall be released or removed from the impounding area without first obtaining a release authorization from the City of Macon Police Department.

1. Towing of automobiles (2-door, 4-door, station wagons, and convertibles, American and foreign made); boats and motors; motorcycles, motor scooters; car trailers and trucks up to an including one ton:
2. **Normal Recovery $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ea.**

Normal recovery is defined as follows: All four wheels on ground, street or right of way that can be backed up to by tow truck and towed away. No additional charge will be allowed for minimal rotation of vehicles for hook up.

1. The following charges will be for items not defined in the normal recovery:
2. **Winching $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Hour**
3. **Dollie Service $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Call**
4. Hazardous tows (in lieu of, NOT in addition to Normal Recovery charges).

Charges for hazardous tows will only be allowed for those vehicles defined in the towing manuals, published by the “Auto Club” as being unable to be towed by standard methods:

1. **Hazardous Tows $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Call**
2. Towing of trucks over one ton and tractor trailer combinations, whether abandoned illegally parked or wrecked (use separate sheet if necessary):
3. **Normal Recovery $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Each**
4. **Winching $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Hour**
5. **Dollie Service $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Call**

Any complaint of overcharging that is investigated by the Chief of Police and which is proven to be valid shall result in the refund by the tower of proved overcharged in accordance with the contract agreement and shall subject the tower to possible contract cancellation.

1. **SERVICE (Part 2)**
2. Service – Normal Business Hours; lot and/or Office Open; Extra Trips:

Vendor/bidder shall be responsible for, and bid price shall include, the cost of two (2) trips to the storage lot for each towed vehicle seven days per week and holidays between the hours of 9:00 a.m. and 5:00 p.m., (excluding visits required by and for the Police Department) and one (1) for the owner/driver and one (1) for insurance adjuster. Weekend and holiday visits shall be arranged by prior phone coordination. Charges for additional trips:

1. **Rate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Trip**
2. Service – Lot and Office Closed:

It shall be the responsibility of the vendor/bidder to notify the owner/driver of the hours that the tow lot and office will be open. Such hours shall clearly be posted in the tower’s office. The per hour trip charge is to be used only for opening at hours rather than those that the vendor/bidder is required by contract to have the lot and office open or personnel available for the release of vehicles. However, vendor/bidder shall NOT assess extra charges when on premises and release is requested. Extra charges are to be assessed only when the vendor/bidder’s office is closed, and the tower is not on the premises:

1. **Rate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Trip**
2. **STORAGE**
3. Outside storage of automobiles; boats and motors; motorcycles; motor scooters; car trailers; trucks and tractor trailers:
4. **Rate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Day**
5. Inside secure enclosed storage upon request of City of Macon Police Department for preservation of investigative evidence.
6. **Per Day Rate $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Day**
7. **Police Ordered Inside Storage $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Per Day**
8. Vendor/bidder shall provide copies of proof of insurance and bonding to the City. Vendor/bidder must be licensed to unlock vehicles.
9. **SERVICES NOTICE**

The tower shall be responsible for the collection of the aforesaid towing and storage charges from the party or parties owning or entitled to possession of the items towed and stored, and the City and its employees shall not be responsible for or liable to the vendor/bidder for the payment or collection of any such charges. Tower shall be considered the authorized representative for the purpose of these contract documents and applicable ordinances of the City.

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Vendor/Bidder Company Name

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Signature of Vendor/Bidder Authorized Representative, Title

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_