



**REQUEST FOR BIDS  
CITY OF BELTON, MISSOURI  
TOWING SERVICES  
BID #21-028**

The City of Belton Missouri is accepting bids for towing services for the Belton Police Department and other city departments. Sealed bids will be received by the Chief of Police at 7001 E. 163rd Street, Belton, Mo. 64012, until 4:00 p.m. (local time) on January 3, 2022.

This contract is for police-ordered tows 24 hours per day, 365 days per year, including holidays. Additionally, the contract will allow for city vehicle tows on an as-needed basis. The contract term is one year, with the option for up to four additional one-year terms.

Bids should include a Towing Services and Rates List, showing the rate for each type of service provided. The attached Disclosures and Legal Matters Questionnaire should be completed and submitted with the bid. Bids should be submitted in a sealed envelope with the bid number clearly visible and delivered or mailed to City of Belton, Attn: Chief of Police, 7001 E. 163rd Street, Belton, Mo. 64012. All questions should be directed to Chief Scott Lyons at 816-348-4414 or [slyons@beltonpd.org](mailto:slyons@beltonpd.org).

**A. Scope of Service:**

Police-ordered tows is defined as

- Abandoned vehicles
- Illegally parked vehicles
- Impounded vehicles
- Wrecked vehicles, where the owner/driver is not capable of requesting tow services
- Tow service requested by the owner/driver is unable to respond
- Owner/driver does not have a preferred tow service

**B. Response Time:**

The tow service shall respond within a reasonable amount of time, defined as not over 15 minutes to be in route under normal weather conditions; 30 minutes under adverse weather conditions.

Name of towing company: \_\_\_\_\_

Name of authorized representative completing the bid: \_\_\_\_\_

C. Description and Cost of Service(s):

Description of Services	\$ Per Occurrence
Towing of (2-door, 4-door, station wagons and convertibles, American and foreign made); boats and motors; motorcycles, motor scooters, car trailers, and trucks up to and including one ton	
Normal Recovery	
Non-Normal Recovery	
Winching	
Dollie Service	
Hazardous Tows (in lieu of, NOT in addition to Normal Recovery Charges) Please define hazardous tow	
Labor Charges <ul style="list-style-type: none"> <li>a. Tire Change(s)</li> <li>b. Jump Start(s)</li> <li>c. Lockout(s)</li> </ul>	
Mileage Charges	
Towing for Large Vehicles <ul style="list-style-type: none"> <li>a. Define Large Vehicles</li> <li>b. Does the tow company possess the necessary equipment or must have a subcontract for these services?</li> </ul>	
Normal Recovery for Large Vehicles	
Winching for Large Vehicles	
Service Charges: Normal Business Hours	
Service Charges: Lot and Office Closed <ul style="list-style-type: none"> <li>a. Nights</li> <li>b. Weekends</li> <li>c. Holidays</li> </ul>	
Storage Charges <ul style="list-style-type: none"> <li>a. Outside Storage of Automobiles</li> <li>b. Indoor Storage of Automobiles</li> </ul>	
Location of Tow Lot	

Name of towing company: \_\_\_\_\_

Name of authorized representative completing the bid: \_\_\_\_\_

D. Procedures

- a. The extent and character of the services to be performed by the Tow Company shall be subject to the general control and approval of the Chief of Police or their authorized representative(s). The Tow Company shall not comply with requests and/or orders issued by an unauthorized individual. The Chief of Police will designate their authorized representatives in writing. Both the City of Belton and the Tow Company must approve any changes to the contract in writing.

E. Contract Award

- a. The contract will be awarded based on the base bid plus alternates as selected by the City. Alternates may increase or decrease the total bid price depending on the price of the alternate. Some alternates are additional items, while others are replacement of other line items.
- b. The City reserves the right to award the contract to the lowest and best bidder. The City reserves the right to negotiate with bidders or any other third parties to ensure the City receives the best pricing available. The City reserves the right to waive any irregularities or formalities.

F. Contract Period

- a. Award of this contract is anticipated prior to the end of February of 2022.

G. Local Tow Lot

- a. The Tow Company shall operate and maintain a local tow lot within the City of Belton in compliance with all Belton City codes and ordinances. The Tow Company shall be open or available to a customer to make arrangements for a minimum of ten hours per day, Monday through Friday, for fifty-two weeks per year, excluding any federal holidays, for a customer or his or her authorized agent or an insurance adjuster, as defined in section RSMo. 324.1100, to view or retrieve items from a vehicle with no additional fees charged, or to retrieve the vehicle at the posted rate, during these regular business hours. A towing company shall not assess any storage fee on a day which the Towing Company is not open for business during such regular business hours.
- b. The Tow Company awarded the tow contract shall comply with RSMo. 304.154; specifically:
  - A. Have and occupy a verifiable business address and display such address in a location visible from the street or road;
  - B. Have a fenced, secure, and lighted storage lot or an enclosed, secure building for the storage of motor vehicles.
- c. The Tow Company awarded shall annually (or on date of hire of a tow operator) provide the full name, date of birth, social security number and home address of any/all tow operator(s). The Chief of Police will conduct a general background check

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on each tow operator. The Chief of Police may prohibit tow operator(s) from participating in the awarded tow contract based upon the result(s) of the general background check if he/she possesses serious concern(s) about the tow operator that expose/threaten the safety of the community.

H. Insurance

- a. The Tow Company shall procure, maintain, and provide proof of insurance coverages for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Belton by the Bidder/Tow Company, its agents, representatives, employees, or sub tow Companies. The City of Belton shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.
- b. Tow Company shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Professional shall supply such insurance, if available, at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.
- c. Commercial General Liability Insurance: with limits of \$2,500,000 per occurrence and \$2,500,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
  - A. Severability of Interests Coverage applying to Additional Insureds
  - B. Contractual Liability
  - C. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,500,000
  - D. No Contractual Liability Limitation Endorsement
  - E. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent
- d. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
  - i. Workers Compensation Statutory
  - ii. Employers Liability
  - iii. \$100,000 accident with limits of:
  - iv. \$500,000 disease-policy limit
  - v. \$100,000 disease-each employee
- e. Commercial Automobile Liability Insurance: with a limit of \$2,500,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be written on an "occurrence" basis. The insurance will be written on a Commercial

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Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Professional.

I. Hold Harmless Clause

- a. The Bidder/Tow Company shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Belton, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Tow Company or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.
- b. The indemnity required hereunder shall not be limited by reason of specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for the Tow Company under Worker's Compensation, disability or other employee benefits acts, acceptance of insurance certificates required under this contract, or the terms, applicability or limitation of any insurance held by the Tow Company. The City does not, shall not, waive any rights against the Tow Company which it may have by reason of this indemnification, because of the acceptance by the City, or the deposit with the City by the Tow Company, of any of the insurance policies described in this Contract. The indemnification by the Tow Company shall apply to all damages and claims for damages of any kind suffered by reason of any of the operations referred to in this Contract, regardless of whether such insurance policies shall have been determined to be applicable to any such damages or claims for damages.
- c. With respect to any claims which are subject to indemnity hereunder, Tow Company shall immediately notify the City of any and all claims filed against Tow Company or Tow company and the City jointly and shall provide the City with a copy of the same. The fact that Tow Company carries out any activities under this Agreement through Independent contractor shall not constitute an avoidance of, or defense to, Tow Company's duty of defense and indemnification.  
The Tow Company will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor Company or vendor used by the Tow Company.

J. Severability

- a. In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding, and in full force and effect.

Name of towing company: \_\_\_\_\_

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K. Applicable Laws

- a. The Towing Company shall be responsible for complying with the State of Missouri Statutes and the City of Belton city ordinances in all operations and transactions, including but not limited to, any sales or unclaimed vehicles which have been stored by Towing Company.

L. Drug/Crime Free Workplace

- a. The Tow Company acknowledges and certifies that it understands that the following acts by the Tow Company, its employees, and/or agents performing services on City of Belton property are prohibited:
  - A. The unlawful manufacture, distribution, dispensing, possession, or use of alcohol or other drugs; and
  - B. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes);
  - C. Any crimes committed while on City property
  - D. The Tow Company further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the City of Belton in addition to any criminal penalties that may result from such conduct.

M. Escalation of Fees

- a. The pricing of services contained in the contract for the selected Tow Company shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

N. Rejection of Bids

- a. The City reserves the right to reject any and all bids, to waive technical defects in the bid, and to select the bid deemed most advantageous to the City.

O. Release of Information

- a. Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed. All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

P. Affidavit of Work Authorization and Documentation

- a. Pursuant to 285.530 RSMo, the Tow Company must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

Name of towing company: \_\_\_\_\_

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- b. providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.
- c. E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

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## Disclosures and Legal Matters Questionnaire for Towing Services Bid

The towing company shall answer the following questions in regard to the past five years. If any questions is answered "yes," please provide additional details on a separate paper.

Has the Tow Company been debarred, suspended, or otherwise prohibited from doing business with any federal, state, or local government agency or private enterprise? Yes \_\_\_ No \_\_\_

Has the Tow Company been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state, or local government agency or private enterprise? Yes \_\_\_ No \_\_\_

Has the Tow Company defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes \_\_\_ No \_\_\_

Has the Tow Company been assessed or required to pay liquidated damages in connection with work performed on any project? Yes \_\_\_ No \_\_\_

Has the Tow Company had any business or professional license, registration, certificate, or certification suspended or revoked? Yes \_\_\_ No \_\_\_

Have any liens been filed against the Tow Company as a result of its failure to pay sub tow Companies, suppliers, or workers? Yes \_\_\_ No \_\_\_

Has the Tow Company been denied bonding or insurance coverage or been discontinued by a surety or insurance company? Yes \_\_\_ No \_\_\_

Has the Tow Company been found in violation of any laws, including, but not limited to, contracting or antitrust laws, tax, or licensing laws, labor or employment laws, environmental, health, or safety laws? Yes \_\_\_ No \_\_\_

Has the Tow Company or its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Tow Company's business? Yes \_\_\_ No \_\_\_

Has the Tow Company been the subject to any bankruptcy proceeding? Yes \_\_\_ No \_\_\_

Are there or have there been any claims, judgments, lawsuits, or alternative dispute proceedings involving the Tow Company? Yes \_\_\_ No \_\_\_

Is the Tow Company currently or has the Tow Company been the subject of any complaint, investigation, or other legal action for alleged violations of law pending before any court or governmental agency? Yes \_\_\_ No \_\_\_

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