

	<b>PROCUREMENT AND CONTRACTS</b> 201 West 4 <sup>th</sup> Street · Pittsburg KS 66762	(620) 231-4100 <a href="http://www.pittks.org">www.pittks.org</a>
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## INVITATION FOR BID (IFB)

<b>Bid Posting Number:</b>	2021-008
<b>Date Released:</b>	October 12, 2021
<b>Closing Date:</b>	November 16, 2021 @ 2:00 PM – Local Pittsburg Time
<b>Bid Opening Location:</b>	City Hall Conference Room 201 West 4 <sup>th</sup> Street Pittsburg, Kansas 66762
<b>Procurement Officer:</b>	Jared Peterson
<b>Telephone:</b>	(620) 231-4100
<b>FAX:</b>	(620) 231-7327
<b>E-Mail Address:</b>	<a href="mailto:jared.peterson@pittks.org">jared.peterson@pittks.org</a>
<b>Web Address:</b>	<a href="http://www.pittks.org/offices/procurement-and-contracts">http://www.pittks.org/offices/procurement-and-contracts</a>
<b>Item:</b>	Exclusive Contract Towing
<b>Period of Contract:</b>	Two-Year Term January 1 <sup>st</sup> , 2022 through December 31 <sup>st</sup> , 2023
<b>Guarantee:</b>	No Monetary Guarantee Required
<b>Scope:</b>	This Contract shall cover the procurement of a Contractor to perform exclusive towing for the City of Pittsburg during the contract period referenced above.

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Bid Posting Number 2021-008 was recently posted to the Procurement and Contracts Internet website. The document can be downloaded by going to the following website:

<https://www.pittks.org/city-government/bids-and-proposals/>

**It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.**

## SECTION I CONDITIONS TO BIDDING

1. **Bid Posting Number:** The Bid Posting Number has been assigned to this IFB and MUST be shown on all correspondence or other documents associated with this IFB and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

**Jared Peterson**

**Telephone:** (620) 231-4100

**Fax:** (620) 231-7327

**E-Mail Address:** [jared.peterson@pittks.org](mailto:jared.peterson@pittks.org)

**City of Pittsburg, Kansas**

**Procurement and Contracts**

201 West 4<sup>th</sup> Street

P.O. Box 688

Pittsburg, Kansas 66762

Failure to notify the Procurement Officer of any conflicts or ambiguities in this IFB may result in items being resolved in the best interest of the City. Any modification to this IFB shall be made in writing by addendum and posted on the City's website for vendors to download. Only written communications are binding.

2. **Cost of Preparing Bid Response:** The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, and other costs associated with this IFB. All responses will become the property of the City, and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
3. **Submission of Bid Response:** Submission of the bid response will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the bid response for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the City of Pittsburg.
4. **Evaluation of Bids:** Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery, weighted local preference policy and other conditions imposed by this IFB. Award will be by line item, group totals, or total lot, whichever is in the best interest of the City.
5. **Acceptance or Rejection:** The City reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this IFB; and unless otherwise specified, to accept any item in a bid response.

6. **Contract:** The successful bidder will be required to enter into a written contract with the City.
7. **Contract Documents:** This IFB and any amendments and the bid response and any amendments of the successful bidder shall be incorporated into the written contract award which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

1. Written modifications to the executed contract;
  2. written contract signed by the parties;
  3. the IFB including any and all addenda; and
  4. contractor's written response submitted in response to the IFB as finalized.
8. **Contract Formation:** No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.
  9. **Open Records Act (K.S.A. 45-215 et seq.):** All bid responses become the property of the City. Kansas law requires all information contained in bid responses to become open for public review once a contract is accepted or all bids are rejected.

If any part or all of the bid response is marked as being copyrighted, by submission of the bid response itself, the bidder provides the City full authority to provide copies of such material, either in paper format or electronically, to interested parties in order for the City to meet its obligations under the Kansas Open Records Act.

10. **Federal, State and Local Taxes Governmental Entity:** Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the IFB. The City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's prices.
11. **Debarment of City Contractors:** Any contractor who defaults on delivery as defined in this IFB may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of Finance, after consultation with the contracting agency and the City Attorney, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Director, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the City Attorney, remain in effect until after the trial of the suspended person.
12. **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

13. **Conflicting Provisions:** Any and all conditions, provisions, or terms in the Agreement which conflict with, or modify a condition, provision or term of the City of Pittsburgh's Bid Specifications or Bid Form shall be null and void and of no effect; it being the express intent of the parties that the conditions, provisions, and terms of said Bid Specifications and Bid Form take precedence over and control any conflicting language in the Agreement.
14. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.

## SECTION II BID INSTRUCTIONS

1. **Preparation of Bid Response:** Prices are to be entered in spaces provided herein. Computations and totals shall be indicated where required. The City has the right to rely on any price quotes provided by bidders. The vendor shall be responsible for any mathematical errors in pricing. The City reserves the right to reject bid responses which contain errors.

Bidders are instructed to prepare their Bid Response following the same sequence as the IFB.

2. **Submission of Bid Responses:** Vendor's bid response shall consist of:
  - One (1) copy of the Bid Signature document, including Signature of an authorized Bidder Representative.
  - One (1) copy of the bid form, including literature and other supporting documents.
  - One (1) copy of the Immigration Reform Control Act form found in this IFB document.
  - Bid Addendum's as issued.

Vendor's bid response, sealed securely in an envelope or other container, shall be received promptly at **2:00 p.m., local Pittsburg, Kansas time, on November 16, 2021**, addressed as follows:

**City of Pittsburg, Kansas**  
**Procurement and Contracts**  
Proposal #2021-008 – Exclusive Contract Towing  
Closing: November 16, 2021  
201 West 4<sup>th</sup> Street  
P.O. Box 688  
Pittsburg, Kansas 66762

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

***Faxed, e-mailed or telephoned responses are not acceptable.***

Responses received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a bid response or for the rejection of a bid response that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Bid Response will be retained unopened in the file and not receive consideration, or will be returned at bidder's expense.

3. **Signature of Responses:** Each bid response shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title.
4. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this IFB. Failure to acknowledge receipt of any addenda may render the bid response to be non-responsive. Changes to this Solicitation and the resulting contract shall be issued only by Procurement and Contracts in writing.

5. **Withdrawal of Bid Responses:** A bid response may be withdrawn on written request from the vendor to the Procurement Officer at Procurement and Contracts prior to the Closing Time.
6. **Bid Disclosures:** Bid results will not be given to individuals over the phone. Results can be obtained by attending the public bid opening. If unable to attend the public bid opening, bid tabulations can be obtained by sending an e-mail to [tabsheets@pittks.org](mailto:tabsheets@pittks.org) or in writing to:

Pittsburg Procurement and Contracts  
ATTN: Bid Results  
201 West 4<sup>th</sup> Street  
P.O. Box 688  
Pittsburg, Kansas 66762

Please reference the Bid Posting Number on the request. There is no charge for individual bid tabs.

Copies of individual bid responses may be obtained under the Kansas Open Records Act by calling (620) 231-4100 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the bid file. Upon receipt of the funds, the documents will be mailed. Information in bid files shall not be released until a bid is accepted or all bids are rejected.

7. **Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this IFB, its evaluation, award and/or performance of the contract. Procurement and Contracts shall issue either a purchase order or a written contract or both to the successful bidder.

## SECTION III TERMS OF CONTRACT

1. **Terms of Contract:** The term of this contract is from the date of award for a two-year period, January 1<sup>st</sup>, 2022 through December 31<sup>st</sup>, 2023.
2. **Inspection:** The City reserves the right to reject, on arrival at destination, any items which do not conform with specifications of this IFB.
3. **Termination for Cause:** The Director of Finance may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
  - the Contractor fails to make delivery of goods or services as specified in this contract; or
  - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Finance shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as City may authorize in writing), the Director of Finance shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

4. **Termination for Convenience:** The Director of Finance may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Finance shall determine that the termination is in the best interest of the City. In the event that the Director of Finance elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
5. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

**Jared Peterson**  
**City of Pittsburg, Kansas**  
**Procurement and Contracts**  
201 West 4<sup>th</sup> Street  
P.O. Box 688  
Pittsburg, Kansas 66762

or to any other persons or addresses as may be designated by notice from one party to the other.

6. **Rights and Remedies:** If this contract is terminated, the City, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed, any completed materials. The City shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by City subject to any offset by City for actual damages including loss of federal matching funds.

The rights and remedies of the City provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by City shall not constitute a waiver.
9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract may result in termination of this contract and/or damages.

11. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the City and who are providing services involving this contract or services similar in nature to the scope of this contract to the City. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any City employee who has participated in the making of this contract until at least two years after his/her termination of employment with the City.
12. **Confidentiality:** The Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No



private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by City, will destroy or render it unreadable.

13. **Reviews and Hearings:** The Contractor agrees to advise the Director of Finance of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Finance. The City has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.
14. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.
15. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
16. **Hold Harmless:** The Contractor shall indemnify the City against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The City shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

17. **Care of City Property:** The Contractor shall be responsible for the proper care and custody of any City owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse City for such property's loss or damage caused by Contractor, normal wear and tear excepted.
18. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.
19. **Retention of Records:** Unless the City specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be at no cost to the City.

Federal, State and Local Taxes Contractor: The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

20. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the City, the Contractor assigns to the City all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the City pursuant to this contract.
21. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the Director of Finance. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
22. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the City.  
  
This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the City.
23. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
24. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
25. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
26. **Governing Law:** This contract shall be governed by the laws of the City and shall be deemed executed at Pittsburg, Crawford County, Kansas.
27. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the City, District Court of Crawford County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the City is a party.

28. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
29. **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
30. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.
31. **Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the City, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
32. **Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
33. **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.
- If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.
34. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

35. **Payment Terms:** Unless specified otherwise, Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the City. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the City. The date the payment is made by the City is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

36. **Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using Department in duplicate and shall state the following:

1. date of invoice;
2. date of shipment (or completion of work);
3. purchase order number and contract number;
4. itemization of all applicable charges; and
5. net amount due.

37. **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued. The City reserves the right to destroy all proposals if the IFB is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The Vendor's entire proposal response package shall not be considered proprietary.

38. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

39. **Cash Basis Law:** The monthly installment payments to be paid by the Purchaser to the Contractor can only be made from funds budgeted and appropriated for that purpose during the Purchaser's current budget year or from funds made available from any lawfully operated revenue source. In the event sufficient funds are not available and Purchaser is in default, the Agreement shall be terminated with Purchaser having no further liability therein.

40. **Insurance:** The Contractor shall present an affidavit of Worker's Compensation, Public Liability and Property Damage Insurance to Procurement and Contracts.

41. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.
42. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
43. **Default of Delivery:** Any contractor who defaults on delivery as defined in this Contract may, be barred from bidding on any subsequent bid event for a period to be determined.
44. **Indefinite Quantity Contract:** This Solicitation is for an open-ended contract between a vendor and the City to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.
45. **References:** References will be provided "upon request" and shall have purchased similar items from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employee and the buying agency shall not be shown as references.
46. **Certification of Specifications Compliance:** By submission of a response and the signature affixed thereto, the bidder certifies all products and services proposed in the IFB meet or exceed all requirements of this specification as set forth in the IFB.
47. **Certification of Materials Submitted:** The response to this IFB, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful bidder and the City. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
48. **State Tax:** The undersigned attests this Bidder is not in arrears in taxes due the State of Kansas.

**SECTION IV**  
**SPECIFICATIONS**  
**for**  
**Exclusive Tow Contract**  
**City of Pittsburg, Kansas**

The City of Pittsburg, Kansas seeks to enter into an exclusive tow contract (hereinafter the "tow contract") with a towing contractor for the purpose of providing towing and removal of city vehicles, towing vehicles under the direction of the Pittsburg Police Department and other City Departments, and as authorized by certain City ordinances and Kansas Statutes. In order to submit a bid for the tow contract, the towing contractor must meet specific requirements as set forth in the proposed tow contract. The tow contract will be awarded through a competitive bid process. This tow contract does not apply to unattended and abandoned vehicles, which are not a traffic hazard. This tow contract will only apply to non-City vehicles when:

1. The owner / operator is unable to or does not express a preference;

**and**

2. The vehicle is one identified in paragraph "12" herein.

To be considered for selection and award of this tow contract, a towing contractor hereby agrees to meet or exceed the following minimum qualifications:

1. The towing contractor shall own a minimum of two (2) wreckers at all times and sufficient personnel to respond to multiple towing calls as may arise. One wrecker shall be a boom/winch type truck capable of performing recovery towing. The second wrecker may be either a boom/winch type truck or a rollback or similar type vehicle capable of towing vehicles as set forth in paragraph "12" below.

2. The towing contractor agrees to respond to all calls for towing services under this tow contract within thirty (30) minutes. For purposes of determining the response time for a call for towing service, the response time shall commence when a representative of the City requesting tow service contacts the towing contractor. Response time will be noted on records kept by the City for towing service.

3. Any non-contract wrecker service assisting a towing contractor on a tow call **must meet the same criteria as the towing contractor with the exception of the two (2) wrecker minimum.**

4. The following additional charges may be made to the City by the towing contractor for towing services under this tow contract in addition to the quoted bid rates:

A. The use of a wheel dolly or other additional equipment to perform the tow may incur an additional charge of \$30.00.

B. If a tow under this tow contract requires a towing contractor to utilize two (2) wreckers to perform a single tow, the towing contractor shall be entitled to charge for both wreckers in accordance with the accepted bid rate.

C. The accepted bid rate shall cover the initial thirty (30) minute time period the towing contractor spends at the scene. If the tow cannot be commenced by the towing contractor within thirty (30) minutes from arrival at the towing scene due to a decision rendered by a police department representative or City representative requesting towing services, the towing contractor will be compensated at a rate of an additional \$25.00 per quarter hour until such time as the tow contractor is permitted to commence the tow.

D. The City agrees to pay storage charges at the quoted daily rate for up to a maximum of thirty (30) days of storage.

E. If the towing contractor is required to tow a vehicle outside the City limits, the towing contractor shall be reimbursed for mileage traveled outside the City limits at a rate of \$3.00 per loaded mile.

F. The City agrees to pay one-half (1/2) of the accepted bid rate whenever a towing contractor answers a call for towing service, the towing contractor arrives at the scene of a requested tow, and as a result of a decision rendered by a Police Department or City representative at the scene, no tow is performed.

G. The City agrees to pay for third party or subcontracted services not normally provided by the towing contractor provided the necessity of such services are authorized by the officer on scene.

5. The towing contractor agrees to forward all invoices to the using Department, City of Pittsburg, P.O. Box 688, Pittsburg, Kansas, 66762, on a monthly basis for tow services provided under this tow contract. Invoices for towing services shall be submitted on or before the 10<sup>th</sup> day of each month for the previous month. Failure to submit invoicing for towing services each month may be considered a breach of contract subject to termination of this contract as set forth in section "14" below. Further, the towing contractor agrees to invoice only the City of Pittsburg for all towing services performed under the terms of this contract and shall not submit an invoice for towing services to any third-party individual, company or service provider without the express permission of the City of Pittsburg.

As a condition of City payment to the towing contractor, the towing contractor shall provide the City true and correct copies of written demand for payment made to the owner, lien holder, and insurer, if applicable, by certified mail, return receipt requested, and a copy of any refusal received by the towing contractor, or a written statement that the towing contractor has not received any responses to its written demand for payment for over thirty (30) days from the date the written demand was mailed. The City further agrees to reimburse the certified mail expense if the same is not recovered from the owner, lien holder or insurer. If the towing contractor receives payment for a tow, in whole or in part, that has been previously paid to the towing contractor by the City, the towing contractor shall promptly reimburse the City within thirty (30) days following receipt of a duplicate payment, in whole or in part, from an owner, lien holder or insurer. Failure to reimburse the City within thirty (30) days is grounds for immediate termination of this contract without prior notice to the towing contractor, and shall constitute theft and subject the towing contractor to prosecution for theft in Pittsburg Municipal Court. No towing contractor that fails to reimburse the City within the time period set forth above shall be eligible to participate in this tow contract or any future City towing contracts.

6. The towing contractor shall maintain a current City of Pittsburg business license during the term of this tow contract.

7. The towing contractor shall maintain, or have access to, a central storage lot required to be in the State of Kansas, and within a reasonable distance of the City Limits, to store all vehicles towed under this tow contract. All wrecked or inoperable vehicles stored within the City limits shall only be stored at a location previously approved by the City for use as a salvage yard.

8. The towing contractor shall provide twenty-four (24) hour supervision of its central storage lot. Twenty-four (24) hour supervision is defined as having a person of legal age physically on the property or on call within thirty (30) minutes to the property as may be requested by the Pittsburg Police Department or other criminal justice agency conducting a criminal investigation. The above condition shall not require the towing contractor to be on call for release of vehicles and/or personal property from vehicles to owners during non-business hours with the exception for the release of medical or health related items, such as prescription medications, prescription eyewear, or other critically necessary items, located within the said vehicles.

9. The towing contractor shall maintain insurance coverage sufficient to protect the towing contractor against any claims and demands resulting from injury, death, or damage to any person or property due to any act of the towing contractor or its agents or employees in performing tow services pursuant to this contract. The minimum insurance coverage limits shall include either:

A. Garage liability protection limits of at least \$1,000,000 combined single limits, bodily injury and property damage. The policy must include the following:

Premises and operations liability, products and completed operations. Liability, all owned hired and non-owned autos; Garage keepers with liability limits of at least \$60,000 at each location that includes comprehensive, collision, towing and storing coverages.

OR

B. Commercial general liability protection limits of at least \$1,000,000 combined single limits, bodily injury and property damage. The policy must include the premises and operations liability as well as products and completed operations

AND

Business automobile liability protection limits of at least \$1,000,000 combined single limits, bodily injury and property damage. The policy must include the following:

All owned, hired, and non-owned autos; garage keeper's legal liability limit of at least \$60,000 at each location that includes comprehensive, collision, towing and storage coverages.



Current copies of certificates of insurance confirming the above insurance coverage shall be filed with the City Clerk prior to performing tow services under this tow contract. Said certificates shall provide that the coverages cannot be cancelled or amended until at least thirty (30) days prior to written notice of cancellation or amendment is provided to the City Clerk, P. O. Box 688, Pittsburg, Kansas 66762.

10. The tow contractor agrees to attempt to verbally contact and advise the owner, lien holder, and/or insurer of towed vehicles within forty-eight (48) hours of the tow and impoundment of the vehicle. The towing contractor further agrees to notify the owner, lien holder, and/or insurer by certified mail, return receipt requested, within fifteen (15) days from the date of the tow. Each towing contractor shall notify the Administrative Services Division supervisor of the Pittsburg Police Department regarding any towed vehicle, if the owner, lien holder, and/or insured cannot be contacted within the fifteen (15) day period. The Pittsburg Police Department will attempt to obtain this information as part of its law enforcement duties and provide such information to the towing contractor.

11. The towing contractor shall provide the Pittsburg Police Department Administrative Services Division a list of each towed vehicle sold to satisfy a mechanic's lien at least five (5) days prior to the date of the sale if the City has paid the towing contractor for the tow of that vehicle. Each vehicle shall be identified by police department case number and the disposition of the vehicle whether it is sold, salvaged, or kept by the tow contractor and shall also include the make, model and VIN (serial) numbers of each vehicle to be sold.

12. For the purposes of this tow contract, a vehicle means: automobiles, pick-up trucks not to exceed 1-ton GVWR, motorcycles, and motorized bicycles. City contract tows include:

A. Vehicles directed to be towed by an authorized Pittsburg Police Department representative as a direct result of an arrest.

B. Vehicles directed to be removed from City streets by the Pittsburg Police Department when such vehicles constitute a traffic hazard such as vehicles left unattended in the roadway or vehicles disabled or parked in an improper manner which interferes with traffic flow. (NOTE: If the towed vehicle has been cited for a parking violation and a tow occurs, the owner or party responsible for the vehicle must pay the tow costs prior to the release of the vehicle by the towing contractor. The citation left on the vehicle should be given to the claiming party for appearance at or payment to the Pittsburg Municipal Court.)

C. Recovered vehicles, stolen vehicles and vehicles used in the commission of a crime, which are towed to be retained for evidence, processed for evidentiary purposes or for safekeeping. Merely arresting an owner / operator for the commission of a traffic offense by an owner / operator of a vehicle does not necessitate a contract tow. The on-duty supervisor will make a final determination if contract towing services are warranted.

D. All vehicles owned by the City of Pittsburg. These vehicles include marked and unmarked patrol, detective, administration, animal control and other City owned vehicles and pick-up trucks not to exceed 1-ton GVWR. Trucks rated above 1-ton GVWR shall not be included in this contract.

13. K.S.A. 10-1116b provides that the City is only obligated to pay periodic payments under this tow contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's current budget year. Should the City fail to budget, appropriate or otherwise make available the funds to make periodic payments following the end of the current budget year, this tow contract shall be deemed terminated at the end of the current budget year without further liability of the parties.

14. In addition to the grounds for termination of this tow contract set forth above, a breach of any terms of the tow contract by a towing contractor, shall entitle the City to terminate this tow contract without prior notice. Both the City and the towing contractor may also terminate the contract without stating or having a reason by serving upon the other a written notice at least thirty (30) days prior to the date of termination.

15. No contractor providing towing services under this contract shall request payment or submit billing for towing services to the City of Pittsburg, or any third-party individual, company or service provider at a higher rate than the rate accepted through competitive bidding processes. Charges would include towing rates, storage rates or out of town mileage charges as may apply.

16. The term of this tow contract shall begin on January 1<sup>st</sup>, 2022 and terminate on December 31<sup>st</sup>, 2023.

To assist potential bidders in determining potential costs associated with providing towing services, following is a summation of contract towing services provided in previous years:

2020	59 contract tows and 1,192 days of storage (Approximate)
January 1, 2021 through August 31, 2021	45 contract tows and 900 days of storage (Approximate)

## **TO BE SUBMITTED FOR BIDDING PURPOSES:**

**BID FORM**

**SIGNATURE SHEET**

**CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL**



## Bid Form

Date \_\_\_\_\_

The undersigned does hereby agree to furnish towing services in accordance with the specifications for the following prices:

Price per vehicle tow: \$ \_\_\_\_\_

Price per day for vehicle storage: \$ \_\_\_\_\_

***The City of Pittsburgh reserves the right to accept the best bid, reject any and/or all bids and the right to waive any irregularity in any bid.***

## SIGNATURE SHEET

Item: Exclusive Contract Towing

**Closing Date: November 16, 2021**

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation \_\_\_\_\_

Mailing Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Telephone:(\_\_\_\_)\_\_\_\_\_ Cell:(\_\_\_\_)\_\_\_\_\_ Fax:(\_\_\_\_)\_\_\_\_\_

Tax Number \_\_\_\_\_

**CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.**

E-Mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_ Title \_\_\_\_\_

In the event the **contact for the bidding process** is different from above, indicate contact information below.

**Bidding Process** Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Telephone:(\_\_\_\_)\_\_\_\_\_ Cell:(\_\_\_\_)\_\_\_\_\_ Fax:(\_\_\_\_)\_\_\_\_\_

E-Mail \_\_\_\_\_

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

**Award** Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City, State & Zip Code \_\_\_\_\_

Telephone:(\_\_\_\_)\_\_\_\_\_ Cell:(\_\_\_\_)\_\_\_\_\_ Fax:(\_\_\_\_)\_\_\_\_\_

E-Mail \_\_\_\_\_

## **CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the City, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the City's request, Contractor is expected to produce to the City any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

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Signature, Title of Contractor

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Date

**THE FOLLOWING DOCUMENTS  
TO BE SUBMITTED IF AWARDED CONTRACT:**

**CONTRACT AGREEMENT**

**CERTIFICATE OF INSURANCE**

## **CONTRACT AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pittsburg, Kansas, as party of the first part, and hereinafter termed the "OWNER", and party of the second part, hereinafter termed in this Agreement, the "CONTRACTOR".

### **WITNESSETH:**

**WHEREAS**, the Owner has caused to be prepared, in accordance with law, Specifications, Plans and other Contract Documents for the work herein described, and has approved and adopted these Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnish materials, labor and equipment for the **EXCLUSIVE CONTRACT TOWING**, Pittsburg, Kansas, and all appurtenances thereto in accordance with the terms of this Contract; and

**WHEREAS**, the Contractor, in response to the advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

**WHEREAS**, the Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted and, as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for above described work, and has duly awarded to the said Contractor a Contract for the sum or sums named in the proposal attached to and made part of this Contract.

**NOW, THEREFORE**, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his, or their successors and assigns, or its, his, or their executors and administrators, as follows:

**ARTICLE I.** That the Contractor will furnish at his own cost and expense, all labor, equipment and materials required, and construct and complete in good first class, and workmanlike manner, the work as designated, described and required by the plans, specifications and covered by all items of the Contractor's proposal included in these Contract Documents, all in accordance with plans, specifications, general conditions, special conditions, advertisement, instruction to bidders, proposal, and other specified Contract Documents on file with the City Clerk of the City of Pittsburg, Crawford County, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.



**CONTRACT AGREEMENT  
PAGE TWO**

**ARTICLE II.** That the Contractor expressly agrees and covenants that it will hold and save harmless and indemnify the Owner and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Contract by the Contractor, its employees or subcontractors.

**ARTICLE III.** That the Contractor shall insert in its contracts with each subcontractor a clause that requires the subcontractor to also indemnify and hold harmless the Owner and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of the subcontract by the subcontractor or its employees.

**ARTICLE IV.** That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract for all work covered by and included in the Contract award and designated in the foregoing Article I; payment therefore to be made in cash or its equivalent, in the manner provided in the General Conditions.

**ARTICLE V.** That the Contractor will commence and complete all work in accordance to the terms of contract scope of services.

**IN WITNESS WHEREOF**, the City of Pittsburg, Kansas, Owner, has caused this Contract to be executed, and the said Contractor has executed three (3) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

**THE CITY OF PITTSBURG, KANSAS**  
Party of the First Part, OWNER

By \_\_\_\_\_  
Mayor

ATTEST: (SEAL)

\_\_\_\_\_  
City Clerk

**CONTRACT AGREEMENT  
PAGE THREE**

\_\_\_\_\_  
Party of the Second Part (Contractor)

\_\_\_\_\_

\_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
Title

\_\_\_\_\_  
Secretary sign if corporation

## **CITY OF PITTSBURG**

### **Insurance Requirements**

The towing contractor shall maintain insurance coverage sufficient to protect the towing contractor against any claims and demands resulting from injury, death, or damage to any person or property due to any act of the towing contractor or its agents or employees in performing tow services pursuant to this contract. The minimum insurance coverage limits shall include either:

A. Garage liability protection limits of at least \$1,000,000 combined single limits, bodily injury and property damage. The policy must include the following:

Premises and operations liability, products and completed operations. Liability, all owned hired and non-owned autos; Garage keepers with liability limits of at least \$60,000 at each location that includes comprehensive, collision, towing and storing coverages.

OR

B. Commercial general liability protection limits of at least \$1,000,000 combined single limits, bodily injury and property damage. The policy must include the premises and operations liability as well as products and completed operations

AND

Business automobile liability protection limits of at least \$1,000,000 combined single limits, bodily injury and property damage. The policy must include the following:

All owned, hired, and non-owned autos; garage keeper's legal liability limit of at least \$60,000 at each location that includes comprehensive, collision, towing and storage coverages.

Current copies of certificates of insurance confirming the above insurance coverage shall be filed with the City Clerk prior to performing tow services under this tow contract. Said certificates shall provide that the coverages cannot be cancelled or amended until at least thirty (30) days prior to written notice of cancellation or amendment is provided to the City Clerk, P. O. Box 688, Pittsburg, Kansas 66762.

### **General Conditions**

It is understood by the bidder that the City is exempt from state sales tax and federal excise tax and, therefore, the net amount of the bid should not reflect these items.

The bidder agrees that acceptance of any quotation by the City of Pittsburg, Kansas within a reasonable period of time constitutes a contract subject to delivery of specified services. The City of Pittsburg, Kansas reserves the right to waive any irregularity therein.

The City of Pittsburg reserves the right to accept the best bid, reject any and/or all bids and the right to waive any irregularity in any bid. Bids received after the designated closing time will be returned unopened. Bidder may bid one or all of the items listed in the Bid Form.