

City of Montrose
Purchasing Division
433 South First Street
PO Box 790
Montrose, CO 81402



INVITATION FOR BID

On-Call Vehicle Towing Services

Issue Date: February 6th, 2020

Bid Number: 19-053

Agent/Contact: Shane Brandt

Submissions Must Be Received by: Thursday February 20th, 2020 at 2:00 pm Colorado Time

ADMINISTRATIVE INSTRUCTIONS

The City of Montrose is requesting formal bids through the Invitation for Bid process from qualified towing contractors for On-Call vehicle towing services.

Bids will be publicly received and registered on **Thursday February 20th, 2020 at 2:00 PM** at City Hall, 433 South First Street, Montrose, Colorado 81401. Late bids will not be accepted and it is the responsibility of the bidders to ensure that bids (including signed addenda) arrive in the city's purchasing office by the date and time listed above.

Complete bid packets can be downloaded from the City web page at www.cityofmontrose.org under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the bidder's responsibility to download addenda.

The City reserves the right to accept or reject any or all bids, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional bids. The City of Montrose complies with all Equal Opportunity requirements. All qualified bidders will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or "Bid Solicitation").

A. CONTENTS OF BID

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings, which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written (mail or e-mail) request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The

City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. PRICING, COLLUSION, AND TAXES

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Discounts. Discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes. Payment terms shall be as set forth in any contract executed between the City and the Bidder. Payment by the City is deemed to be made on the date of the mailing of the check, or as otherwise set forth in any contract executed between the City and the Bidder.
3. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
4. It shall be understood and agreed that Bid Offers submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
5. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

D. PREPARATION AND SUBMISSION OF BID

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.

2. Bid Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Bid shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the city, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City. The Bidder shall also include its name and address on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the bid. If RFP contemplates a sample contract, please submit a sample.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once bids have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

11. Bid Bonds (5% of total bid price) and performance and payment bonds (100% of total bid price) are required on construction projects over \$50,000.
12. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage must be included in the Bidder's proposal cost.
13. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting www.cityofmontrose.org - Department Services - Purchasing - Bidder's List.

F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code, and the City's Procurement Manual.

G. EVALUATION OF OFFERS

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
 - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
 - b. Re-advertise this Solicitation;

- c. Postpone or cancel the Bid process for this Solicitation;
 - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation; and/or
 - e. Determine the criteria and process whereby Proposals are evaluated and awarded.
3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all proposed bids, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed

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by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

SPECIAL CONDITIONS

Company Name: _____

A. PRE-BID CONFERENCE

A pre-bid conference **is not** offered for this Invitation for Bid.

B. CONTACT PERSON

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual.

For this bid the contact is **Shane Brandt** at (970) 240-1496 or email: sbrandt@cityofmontrose.org

Failure to abide by this requirement may result in disqualification from further participation in this process.

C. QUESTION DEADLINE

All questions regarding this Request for Proposal shall be directed by email to **Shane Brandt**. All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and title.

The deadline for receipt of questions from Bidders in regards to this RFP is **February 14th, 2020**.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: www.cityofmontrose.org under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

D. SUBMITTAL INSTRUCTIONS

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One original of the bid packet.
2. One original of the completed bid forms.
3. One original of signed bid addendum(s).
4. Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of envelope, with the bidder's name clearly written on the envelope.

Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Bid and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: _____

Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

NO OFFER:

Indicate reason(s) why no offer is being submitted at this time.

PROPOSAL FORM - PAGE 2

Company Name: _____

PROMPT PAYMENT TERMS:

Discount: _____ % _____ Days

Net: _____ Days

VARIATIONS:

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non-responsive and ineligible for award:

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

Page #: _____ Item # of Section: _____

Variance

MINIMUM SPECIFICATIONS

The City of Montrose requests **bids/proposals** for **project/product description**. This **project/product** shall meet the following minimum specifications:

STATEMENT OF WORK

Company Name: _____

1. SCOPE OF WORK:

The City of Montrose is seeking bids for towing services on an on-call basis with the ability to respond twenty-four- hours a day and within thirty minutes or less. Bidders must be able to store all towed vehicles, unless determined by the City to be stored at the City's lot or another specified location for evidentiary or other purposes.

Bidders shall have all required licenses, PUC certificates, secure impound and storage within the city limits or close proximity. Services include towing of passenger cars, trucks, semi-tractor/trailers, recreation vehicles and motorcycles including impound, storage, flagging and rollback services. "Base Rate" is a flat rate to tow from the scene within the city limits. If the scene or destination is not within the city limits, "Per Mile or Hour" charges may be added to the base rate.

2. GENERAL PROVISIONS

The Bidder shall provide towing services for the City of Montrose in accordance with the following General Provisions. These terms and conditions shall represent minimum acceptable requirements set forth by the City of Montrose.

- A. In the event that the Bidder is unable to provide services due to unavailability for a period of more than 30 minutes, a suitable replacement will be utilized at the discretion of the City of Montrose. The bidder is responsible for any costs incurred above and beyond the agreed upon "Base Rate" charged to the police department by the replacement Tow Company.
- B. Vehicles seized as evidence shall be towed to and stored in the Montrose City Impound Lot or alternative site, such as the City shop, selected by the City. The City of Montrose shall pay all towing charges for these vehicles.
- C. All vehicles not being held as evidence shall be towed by Bidder to the Bidder's storage facility unless instructed otherwise by the City of Montrose. The size of Bidder's outside storage must be capable of holding the approximate volume of vehicles which may be impounded.

- D. If Bidder has inside secured storage, Bidder shall make indoor storage available for selected vehicles at the City of Montrose’s discretion. The City of Montrose will pay for inside storage at the base rate provided.
- E. Bidder shall tow no more than four (4) junked City of Montrose training vehicles for the Montrose Police Department (“MPD”) to the San Juan Shooting Range, located at 19878 Dave Wood Rd., Montrose, CO 81401, or another shooting range designated by the MPD and back to the training vehicle’s original lot at a rate of twenty-five percent (25%) less than the designated towing base rate.
- F. Bidder shall provide "available" hours, which are reasonable and convenient to the involved parties, for persons to retrieve personal items from vehicles located in the Bidder's lot.
- G. Owners/operators and employees shall be of good character. The City of Montrose shall conduct such investigations as necessary to determine Bidder's character.
- H. The Bidder will be responsible for the cleanup of the immediate area of the debris resulting from the accident.

3. ADDITIONAL INFORMATION REQUIRED:

Copy of PUC license

Copies of all operator driver licenses

Storage area capacity _____

Storage area address _____

Available hours for retrieval of personal items _____

4. PRICING

| Pricing | Base Rate | Per Mile or Hour Rate | Disposal Cost |
|-----------------------|-----------|-----------------------|---------------|
| a) Passenger Car Tows | | | |

On-Call Vehicle Towing Services

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| | | | |
|---|--|--|--|
| b) Pickup Truck Tows (less than one an hour) | | | |
| c) Two Ton Truck Tows | | | |
| d) Semi-Tractor/Truck Tows | | | |
| e) Recreational Vehicle Truck Tows (greater than one ton) | | | |
| f) Trailer Tows (horse, flatbed, recreation) | | | |
| g) Motorcycle Tows | | | |
| h) Accident and/or Recovery (per hour charge) | | | |
| i) Impound and Storage Services (charges per vehicle per day) | | | |
| j) If applicable, Impound and Indoor Storage Services (charges per vehicle per day) | | | |
| k) Flagging Services (per hour charge) | | | |
| l) Rollback Service (including mileage charge) | | | |