	<div>STAFF</div> <div>REPORT</div>
<b>Date:</b>	08/15/2023
<b>Prepared By:</b>	Jason Lockridge, Chief of Police
<b>Subject:</b>	Tow Services Contract Discussion

At the July 18, 2023, Board of Aldermen meeting, Resolution 1244 was on the agenda to approve a one-year extension of the current contract for tow services with GT Tow Service in Smithville. Alderman Hartman requested that the renewal be postponed allowing Board discussion in a work session.

### ***Background***

The Police Department has a need for police-ordered tows for the general public at the request of the Department, 24 hours-per-day, 365 days-per-year, including holidays.

Prior to December 1, 2015, the Police Department used a tow rotation that was managed on a white board in the officer's squad room. There were generally two to three companies on this list and, often multiple companies would be called due to others not being able to respond in a timely manner. Extended wait times caused problems, particularly at accident scenes when roads were closed.

There was also a problem with tow companies "jumping" calls when accidents were dispatched. This could result in one or more tow companies arriving on scene of an already congested accident scene prior to request. Tow drivers were soliciting drivers prior to officers arriving and/or while officers were conducting their investigations.

These two factors were the main reason for issuing the first Request For Proposals (RFP) for City Tow Services in 2015. Two bids were received and reviewed.

At the December 1, 2015, Board of Alderman meeting Resolution 444 was approved, resulting in a contract with GT Tow Services, with the option of two one-year extensions. Both extensions were exercised. The fee at the time was \$200 per tow.

Prior to the 2020 process to re-issue an RFP for services following the final one-year extension of the 2015 contract, the Smithville Police Department evaluated a tow rotation service that was being used by the Kansas City Police Department and was being put into use by the Platte County Sheriff's Department. There were some advantages to the system, but the greatest drawback was the fact that any tow company on the rotation in the Kansas City Metro Area could be sent. This meant that vehicles would most likely be towed and stored outside of Smithville. For this reason, it was determined that an RFP for services would be issued.

In July of 2020, an RFP was issued. One proposal was received from GT Tow Services, the vendor at that time. Resolution 813, awarding the bid and authorizing the mayor to sign the contract was approved. This contract was for a three-year period, with the option of two one-year extensions. The fee at the time was \$100 per tow.

The action at the July 18, 2023 Board of Aldermen meeting exercised the first extension to the existing contract.

### ***Service Considerations***

There are several factors considered when soliciting tow bids. These include:

- The ability to respond promptly 24 hours per day, 7 days per week, 365 days per year. A reasonable response time of 15 minutes to be enroute to the scene is expected.
- The ability to handle a variety of requests, from towing a motorcycle to loaded tractor trailer.
- Cooperation with officers on the scene and an understanding of expectations.
- A secure tow lot, with the ability to secure individual vehicles inside as needed.
- Location of the tow lot and where vehicles would be stored.
- Access to tow lot by police personnel, anytime day or night, without a charged fee.
- An office for the public to retrieve vehicles, open at least 8 hours per day, Monday through Friday, excluding holidays.

### ***Past Performance***

There have been no issues with the current vendor over the life of the current contract. Services are provided promptly and efficiently, with a reliable response every time. Any time a detective or officer has needed to secure a vehicle or gain access to one they have cooperated without hesitation. They have the ability to secure and store a vehicle inside as needed. Their office and tow lot being centrally located within the City has been a benefit as well.

### ***Additional Information***

The following documents are attached for review.

- 2020 Tow services RFP
- 2020 RFA and Resolution
- 2020 Awarded Contract
- 2015 Awarded Contract



# City of Smithville

**Meeting Date:** August 18, 2020

**Department:** Police

**Agenda Item:** Resolution 813 – Towing Services

**Summary:**

The Police Department has a need for police-ordered tows for the general public at the request of the City, 24 hours-per-day, 365 days-per-year, including holidays. The current contract expires October 31, 2020.

In accordance with the City's Municipal Code, Chapter 150 – Purchasing Policy, a Request for Proposal (RFP) was issued on July 20, 2020 with a closing time of 10:00 a.m. on August 5, 2020.

One response was received (included in the packet). City staff recommends GT Towing Service as the lowest and best offeror according to the evaluation criteria established in the RFP.

If approved, GT Towing Service will provide police-ordered tows at a cost to the vehicle's owner of \$100 per tow. GT Towing Service has had the City's current police-ordered towing contract since December 2015. The new contract would run from November 1, 2020 through October 31, 2023, with the City's option to renew the contract for two additional one-year terms.

**Purpose:**

To award Bid #20-13 GT Towing Service according to policy.

**Impact:**

Comprehensive Plan:	N/A
Economic Development Plan:	N/A
Parks Master Plan:	N/A
Strategic Plan:	N/A
Capital Improvement Plan:	N/A
Budget:	N/A

**Legislative History:**

None

**Suggested Action:**

Motion to approve Resolution 813.

**Attachments:** ☐ Plans ☐ Contract ☐ Staff Report

☐ Ordinance ☒ Resolution ☐ Minutes ☒ Other: Bid



## **RESOLUTION 813**

### **A RESOLUTION AWARDING A CONTRACT IN RESPONSE TO BID NO. 20-13 TO GT TOW SERVICE FOR TOWING SERVICES.**

**WHEREAS,** The City Police Department has a need for police-ordered tows for the general public; and

**WHEREAS,** staff has conducted a bid process as outlined in the City Purchasing Policy; and

**WHEREAS,** after a bid process and reference checks, staff has made a recommendation for accepting the lowest and best bid received as being the most advantageous to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:**

**THAT** Bid No. 20-13 is hereby awarded to GT Towing Service and the Mayor is hereby authorized to execute the services agreement.

**PASSED AND ADOPTED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, this 18<sup>th</sup> of August 2020.

  
Damien Boley, Mayor

ATTEST:

  
Linda Drummond, City Clerk

## **TOWING SERVICES CONTRACT**

THIS AGREEMENT entered into this 18 day of August, 2020 by and between the City of SMITHVILLE , MISSOURI, a political subdivision in the State of Missouri (hereinafter referred to as "City"), and, Gresham & Son Transportation a Corporation authorized to do business in Missouri (hereinafter referred to a "Contractor").

WITNESSETH:

WHEREAS, the City sent out Requests for Proposals/Invitation to RFP # 16-03 Towing Services. Said RFP, and all of its exhibits and any and all drawings, plans and bidding specifications for the project with said Requests for Proposals, and any Drawing(s) and Specifications and all modifications issued thereafter are attached hereto and/or incorporated herein by reference, as Exhibit A; and

WHEREAS, Contractor delivered the detailed Bid for services in response to said RFP which is attached hereto and/or incorporated herein by reference, as Exhibit B; and

WHEREAS, the Contractor the City (was deemed by the City the successful bidder.)

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

**1. CONTRACT DOCUMENTS:** The Contract between the parties shall consist of Exhibits A, and B mentioned above and this Contract and its attached Exhibits. The Parties further agree that this Services Contract is a memorialization and a supplement to Exhibits A, and B mentioned above. In the event of a conflict in the interpretation of the contract documents, the parties agree that the terms within the contract documents shall be construed or given binding effect in the following order:

- a) Exhibit A; and then
- b) This Contract and then
- c) Exhibit B.

**2. GENERAL SCOPE OF THE WORK:**

As Set forth in RFP 20-13 (Exhibit A) and the Contractor's response thereto (Exhibit B) as set forth hereinafter.

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**3. CONTRACT PRICE:** The Contractor shall submit statements to the City for services rendered pursuant to this contract on a monthly basis. Payment shall be made by the City for all services not in dispute within thirty 30 days. Other than as set forth in paragraph 12, this prices and and fees set forth in this contract in

Exhibits A & B attached hereto shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Contractor claims. after completion of the work and acceptance of the same by the City Director of Public Works (or such other person as designated by the City) and compliance with all provisions of this contract. For purposes of verification, the Contractor will submit to the City Clerk (or such other person as designated by the City) true copies of each of the subcontracts and invoices for materials and labor, and the Contractor shall permit the City or its agents to examine and make copies of all books and records of the Contractor pertaining to the work, labor, and materials to be performed and furnished by the Contractor pursuant to this Agreement.

4. **TIME**: Time is of the essence of this contract. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Contractor within ninety (90) days of the execution of this Contract.

5. **TERM OF AGREEMENT**: The initial term of this agreement shall be for a period of three (3) years, beginning November 1, 2020 and ending on October 31, 2023, with the City having an option to renew this contract for two (2) additional one year terms upon notice to the Contractor within 90 days of the end of the previous term of the exercise of the election to renew.

6. **NOTICES** Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Mayor, City of Smithville Missouri 107 W. Main Street, Smithville, MO 64089. Notice to Contractor shall be sent to the Contractor at \_\_\_\_\_  
11 James Street, Smithville, MO. Either party may designate such other Person and/or delivery address from time to time by written Notice.

7. **INDEPENDENT CONTRACTOR**: The Contractor warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Contractor shall finance its own operations and shall operate as an independent contractor and not as an agent of the City, and shall indemnify and hold the City free and harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Contractor or of its subcontractors, agents, and employees, including costs and attorney's fees.

Contractor shall at all times cause all of its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Contractor will indemnify and hold the City harmless for any and all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Contractor will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Contractor will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$1,000,000.00. The Contractor will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from any and all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Contractor's failure to maintain the required insurance in effect, the City may order the Contractor to immediately terminate its work until the breach has been cured or terminate this Contract.

**8. COMPLIANCE AND REQUIREMENTS:** All work, labor and materials to be furnished and performed by the Contractor shall be to the satisfaction of the City Clerk (or such other person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Clerk (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Contractor makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

**9. CORRECTION OF DEFAULTS:** The Contractor will, at the request of the City Clerk (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Contractor from responsibility for any defect in materials and workmanship. The Contractor further warrants to the City that all of the materials and equipment furnished pursuant to this agreement are new, of high quality and free from defects.

**10. LIENS:** The Contractor shall not be entitled to any payment unless and until it provides the City with full lien waivers covering any services and/or materials provided by Contractor or any of its subcontractors. The Contractor shall indemnify and hold the City harmless including attorney's fees and costs from all liens or claims, and rights to enforce liens and to defend same against the property or the improvements arising out of any work to be performed or labor and material to be furnished under this Contract. Neither final payment by the City nor acceptance of services shall constitute a waiver of this indemnity. If any lien or claim for lien shall at any time be filed, the Contractor shall pay to the City all monies the City may be compelled to pay in discharging the lien, including all costs and reasonable attorney's fees.

**11. ASSIGNMENT:** The Contractor shall not assign this Contract or any amount payable hereunder without the prior written consent of the City. The Contractor shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts with in connection with the performance of this Contract.



**12. CONFLICTS OF INTEREST:** The Contractor warrants and represents that neither the Contractor nor its officers, directors, agents, employees or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

The Contractor will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

**13. EXTRAS:** No claim for payment (in excess of the amount set forth in this Contract) for extra services or materials of any kind shall be made by the Contractor or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Contractor.

**14. COMPLIANCE WITH LAW:** This Contract is entered into subject to the federal, state, and local laws, charters, ordinances and regulations. The Contractor shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Contract as well as the placement and/or use of any equipment at the location specified.

**15. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION:** Pursuant to 285.530 RSMo, the Contractor 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 a completed, notarized copy of EXHIBIT 1 to the RFP AFFIDAVIT OF WORK AUTHORIZATION and
- 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.

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.

16. **WORKERS COMPENSATION INSURANCE:** Contractor agrees to maintain worker's compensation insurance on all of its employees and to ensure that all of its subcontractors maintain worker's compensation insurance on all of its employees. Contractor shall indemnify and hold harmless the City for any and all liability of the City (including attorney's fees) for the failure to maintain any such insurance.

17. **NOT A JOINT VENTURE:** Nothing contained in this Contract shall be deemed to constitute the City and the Contractor as partners in a partnership or joint venture for any purpose whatsoever.

18. **NON-LIABILITY OF CITY PERSONNEL:** Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Contract or operations of the Contractor.

19. **ENTIRE CONTRACT:** This Contract and the Exhibits attached hereto constitutes the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Contract, shall effect, modify or add to the terms or obligations contained in the Contract. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Contractor.

20. **RECORDS:** The Contractor shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Contractor agrees that the City Clerk, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Contractor involving the transactions related to this Contract.

21. **WAIVER:** The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by the Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

22. **SEVERABILITY:** All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**23. UNEMPLOYMENT INSURANCE AND TAXES:** The Contractor shall pay, at the Contractor's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Contractor will be approved unless the Contractor is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

**24. SURVIVAL OF WARRANTIES:** All warranties and representations of the Contractor hereunder shall survive final payment and acceptance of the work.

**25. APPLICABLE LAW:** the laws of the State of Missouri shall govern this contract. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Contractor is validly registered to do business in Missouri. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

**26. REMEDIES:** In addition to all other remedies at law or in equity, if Contractor shall fail to complete and/or meet any of its obligations under the terms of this Contract, the City may, by giving the Contractor written Notice, cancel and terminate this Contract if the breach is not cured within 30 days after the sending of such Notice (unless otherwise set forth herein).

**27. CONTRACT LANGUAGE** The language of this Contract reflects negotiations between Contractor and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 RSMo be deemed to be the controlling original.

**28. BINDING EFFECT:** This Contract is binding on the parties hereto, their heirs, successors and assigns.

**29. FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

**30. INFORMATION PROVIDED:** Contractor acknowledges that it has received all documents, necessary for the completion of this Agreement by Contractor.

**31. DEFAULT:** If Contractor fails or neglects to complete the work to be performed by the Contractor in a timely manner demonstrating quality workmanship, and should such failure or neglect continue for more than 10 days after notice is sent to the Contractor, City (1) may, but is not required to, thereafter commence and/or continue correction of such default and/or completion of the Contract without prejudice to any other remedies available to the City and may deduct from the contract sum due to the Contractor the cost of such actions or (2) City may terminate the Agreement.

**32. SAFETY:** Contractor shall have control over the inspection sites and shall be solely responsible for its and its subcontractors actions, procedures and activities. Contractor shall also be responsible for all job site safety. Contractor shall be responsible for creating and maintaining all safety precautions and actions necessary in the performance of this Contract.

**33. PERMITS:** Contractor shall obtain and pay for any and all permits or other related permits, licenses and inspections necessary for the completion of this project, other than those already obtained by the City.

**34. REPRESENTATIVE:** Contractor shall employ a competent representative who shall be at the site of the project during the performance of the actual work to communicate on behalf of the Contractor with the City.

**35. CLEANUP:** Contractor shall keep the service area and surrounding areas free from trash and waste at all times, and shall clean the service area and remove all trash, waste, materials and surplus materials at the completion of the work, except any surplus materials shall not be disposed without approval of City.

**36. SUBCONTRACTORS:** Contractor shall require any Subcontractors, to the extent of the work to be done by such Subcontractors and allowed by the City, to be bound by the terms of this Contract. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

**37. CHANGE ORDERS:** Change Orders which are approved by the Contractor and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

**38. NONRESIDENT/FOREIGN CONTRACTORS.** The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

**39. INTELLECTUAL PROPERTY RIGHTS:** Contractor shall pay any and all license, royalty or similar intellectual property fees or costs. Contractor shall hold City harmless and shall indemnify and defend City against any and all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Contractor.

**40. TERMINATION.** The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be in breach of this Agreement, be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

**41. COMPLIANCE WITH LAW.** This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

**42. CONDITION PRECEDENT:** This Contract shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Contract and that there is a balance otherwise unencumbered to the credit of the appropriation in the City Treasury to which this contract is to be charged and cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made on this contract sufficient to meet the obligation incurred and the City Clerk has so certified.

**43. EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all of the required signatures have been executed by the City and the Contractor and the Condition Precedent set forth in preceding Paragraph has been met.

**IN WITNESS WHEREOF,** the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

**THE CITY OF SMITHVILLE**

Signature: 

Printed Name: Damien Boley

Date: August 18, 2020

**CONTRACTOR:**

Signature: 

Printed Name: James Graham

Date: 2-4-21



August 4, 2020

Daniel Toleikis  
Finance Director  
City of Smithville  
107 W. Main Street  
Smithville, Missouri 64089

Re: RFP # 20-13 Towing Services  
*Gresham and Son Transport, Inc. d/b/a GT Tow*

Dear Mr. Toleikis:

My name is James Gresham. My wife, Amy, and I own Gresham and Son Transport, Inc. d/b/a GT Tow. On behalf of our company, please accept this Bid for RFP # 20-13 Towing Services. Thank you for your consideration and please let me know if you have any questions.

#### **Our Company**

GT Tow was founded in 1994. My wife and I live in Smithville and are very active in the community. Since our inception, we have grown into one of the largest tow companies in the Kansas City metropolitan area.

### **Our Facility**

Our principal office and storage facility is located at 111 James Street, Smithville, Missouri. At this location, we have in excess of 2 acres of secure outdoor storage and over 10,000 square feet of indoor storage that is well lit and heated and cooled. We have sixteen (16) security cameras throughout the property. If the event City law enforcement requires indoor storage to examine a towed vehicle, we are willing to dedicate as much of our facility as the City requires. Additionally, we believe that we are the only tow company that is located in Smithville, Missouri that offers the City any kind of indoor storage. This is a major advantage for GT Tow.

Our office is open from 8:00 a.m. to 5:00 p.m. Additionally, our owners live just a short distance from our office and are readily available for after-hours releases. We are available to tow vehicles 24 hours a day, 365 days per year, including holidays. We are located in close proximity to the Smithville Police Department, meaning anyone who has a car impounded can quickly come to our location.

### **Our Fleet**

GT Tow boasts one of the largest tow fleets in the Midwest. We currently have ten (10) light duty tow vehicles, five (5) medium duty tow vehicles, four (4) wreckers, and three (3) heavy duty tow vehicles. We own two (2) rotator type tow vehicles which are capable of towing literally anything as well as several other pieces of towing equipment. We are constantly updating our equipment to ensure that we have the most advanced tow vehicles on the roadway. All of our vehicles are equipped with flashing red lights, emergency flashers, back-up lights, work lights, brooms, flares, and dollies.

We are aware that the City of Smithville defines a reasonable response time to be less than fifteen (15) minutes. Because we are the only tow company that is physically located in Smithville, Missouri with a sizeable fleet, we believe we are the only tow company that can satisfy this requirement, whether in good or bad weather. We believe that our fleet will be a tremendous asset to our City and look forward to the opportunity to serve.

### **Our Experience**

GT Tow has a long history of towing for municipalities throughout the Kansas City area. To date, we have towed for the following municipalities and law enforcement agencies: the City of Kansas City, Missouri, the Missouri Highway Patrol, the Clay County Sheriff, the Clinton County Sheriff, the Platte County Sheriff, and several other cities throughout the area.

Since 2014, we believe that we have performed more law enforcement requested tows than any other tow company in the Kansas City area. Specifically, we perform 30% of all law enforcement tows in the City of Kansas City, Missouri. As a result, our drivers are well versed in the unique challenges that come with responding to law enforcement requested tows.

Currently, we have twenty-one (21) drivers. Most have decades of experience. All have at least four (4) years of experience. The rotation of our drivers is managed by Amy Gresham, who has twenty-five (25) years of experience managing tow drivers. Ms. Gresham will ensure that the drivers are rested and fully capable of performing their duties under this contract. Ms. Gresham will also ensure that one (1) driver each year is rotated out and replaced with a new team member.

### **Our Insurance**

We have attached a Certificate of Liability Insurance for our Company, which we believe exceeds industry standards.

### **Summary**

In sum, GT Tow has grown into one of the most successful tow businesses in the area because of our dedication to our craft and our investment in our equipment, facility, and personnel.

Importantly, we are a Smithville company owned by Smithville residents. It is very important to us to serve our community through this contract because our Company is a part of this community.

If you have any questions regarding this Bid, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,



James Gresham  
GT Tow



**PROPOSAL: RFP # 20-13 TOWING SERVICES**

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

**RFP # 20-13 TOWING SERVICES**

I, James Gresham, hereby representing  
(Agent Submitting RFP)

Gresham and Son Transport, Inc. (GT Tow), have read and reviewed the attached specifications.  
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

GT Tow

Company Name

111 James Street

Address

Smithville, Missouri 64089

City/State/Zip

816-532-8096

Telephone

43-1877944

Tax ID No.

James Gresham

Authorized Person (Print)

Signature

Secretary

Title

August 4, 2029

Date

agresh8@aol.com

E-Mail Address

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

- 1) Nathan Pare, Division Manager, Tow Service Division, 7750 E. Front Street,  
Kansas City, Missouri, 64120, 816-513-0692
- 2) John Borowski, AutoReturn, 450 7th Street, San Francisco, California, 94103  
415-575-2340
- 3) Rick Scarborough, City of Pleasant Valley, Missouri, 6500 Royal Street,  
Pleasant Valley, Missouri 64068, 816-781-3996

The above said Company shall provide the materials and/or services, and insurance requested for the goods and services of RFP #20-13 for a cost to the City of Smithville as follows:

<b>Item Description</b>	<b>Bid Price</b>
Tow Charge(s) per tow	\$100.00
Storage Charge(s) per day	\$40.00
Location of Storage Lot(s)	111 James Street, Smithville, MO
Office Hours	8am to 5pm
Location of Office(s)	111 James Street, Smithville, MO
Extra Visit Charge(s) outside of office hours	None
City-owned Vehicle Tow Charge(s) per tow	\$0.00

## **EQUIPMENT AND INSURANCE**

Truck #:	Make/ Model:	VIN:	License #:
#94	2016 Ford F550	1FDUF5HT4GEA75806	66B9BH
#109	2018 FRHT	1FVACWFC7JHJV6642	62HPWN
#110	2018 Peterbilt	1NPXX4EX5JD433517	70AS4Y
#112	2018 Ford F-650	1FDWX6DC9JDF00998	98B1AW
#113	2018 Ford F-650	1FDWX6DC4JD F00990	62H7WN
#115	2019 Freightliner M2	1FVACWXKHKC6695	44B3AU
#116	2007 Peterbilt	1XP5DB9X67N675319	49AT4C
#119	2014 KW W9	1XKWD49XOEJ421020	00KR4C
#120	2017 Ford F-650	1FDWX6DC8HDB02093	56H8WN
#122	2016 Dodge Ram 5500 Wrecker	3C7WRNELXGG131817	89H4XN
#123	2018 Dodge Ram 5500 Wrecker	3C7WRNEL7JG291256	89H3XN
#124	2018 Ram 5500	3C7WRNDL3JG27997	63H1WN
#125	2018 Dodge Ram 5500 flatbed	3C7WRMDL8JG280309	56H9WN
#126	2019 Peterbilt 337	2NP2HM6X4LM671054	62H2WN
#127	2019 Kenworth t 880 wrecker	1MK2X4TX1KJ285323	50KK5A
#128	2019 Peterbilt 348	2NP3LU0XKM612011	46AT4C
#129	2019 Peterbilt 389	1NPXX40X6KD611041	78KK8A
#130	Kenworth T 880 Wrecker	1NK264TX9J398949	81KR2N
#131	Dodge 5500 Wrecker	3C7WRNFLOKG593813	62H8WN
#133	2019 International MV	1HTEUMMM6KH194278	61H1ZF
#134	2015 Ram 5500	3C7WRNDL9FG516804	15H0YR
#135	2019 Ford F550	1FD0W5HT8KED40959	68B3BH
#136	2021 Peterbilt 337	2NP2HM6XXMM711185	75H1YN
#137	2018 Ram 5500	3C7WRNDLXJG173204	62H4WN
#20	2001 Peterbilt 379	1XP5Q89XP1D544107	
#42	2012 Ram 5500	3C7WDNDL1CG108422	
LA	2008 Landoll	1L#435WH281317136	
REF	Reefer	1UVB525365M520106	

Heavy Truck  
Medium Duty  
Light Duty  
Wrecker

Truck Key



GRES&amp;SO-01

ABERRY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER

Mike Keith Insurance, Inc.  
103 West Franklin St  
Clinton, MO 64735

## CONTACT

NAME:

PHONE

(A/C, No, Ext): (660) 885-5581

FAX

(A/C, No): (660) 885-8278

E-MAIL

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Ins,

16535

INSURER B : Missouri Employers Mutual Ins.

10191

INSURER C :

INSURER D :

INSURER E :

INSURER F :

## INSURED

Gresham & Son Transport, Inc.  
111 James St.  
Smithville, MO 64089

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Garagekeepers			CP01641251	11/8/2019	11/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Garagekeepers \$ 600,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CP01641251	11/8/2019	11/8/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MEM 2020825-04	5/9/2019	5/9/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	On-Hook			CP01641251	11/8/2019	11/8/2020	On-Hook \$ 500,000
A	Motor Truck Cargo			CP01641251	11/8/2019	11/8/2020	Motor Truck Cargo \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

For Info Only

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**AFFIDAVIT AND MEMORANDUM OF UNDERSTANDING**

**EXHIBIT 1**

STATE OF MISSOURI                     )  
   )  
ss COUNTY OF \_\_\_\_\_ )

**AFFIDAVIT**

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared James Gresham, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is James Gresham and I am currently Secretary of Gresham and Son Transport, Inc. (GT Tow) (hereinafter "Contractor"), whose business address is 111 James Street, Smithville, Missouri, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.



5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

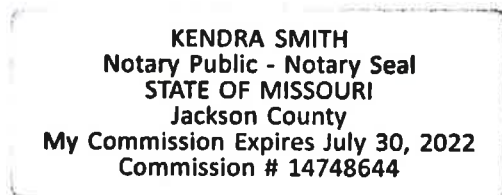
  
[Signature]

James Gresham

[Printed name]

Affiant Subscribed and sworn to before me this 4th day of August, 2020.

  
[Notary Public]



My Commission Expires 07-30-2022

Commissioned in Jackson County

Commission # 14748644

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division



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## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and gresham & son transport inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,





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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with





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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **ARTICLE III**

## **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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#### **ARTICLE IV**

##### **SERVICE PROVISIONS**

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V**

##### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

<b>Employer gresham &amp; son transport inc</b>	
<b>amy gresham</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>11/18/2010</b>
Signature	Date
<b>Department of Homeland Security – Verification Division</b>	
<b>USCIS Verification Division</b>	
Name (Please Type or Print)	Title
<b>Electronically Signed</b>	<b>11/18/2010</b>
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	gresham & son transport inc
Company Facility Address:	111 james street
	smithville, MO 64089
Company Alternate Address:	
County or Parish:	CLAY
Employer Identification Number:	431877944

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North American Industry Classification Systems Code:	484
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>MISSOURI 1 site(s)</li></ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	amy j gresham	Fax Number:	(816) 532 - 3624
Telephone Number:	(816) 532 - 8096		
E-mail Address:	agresh8@aol.com		

## **PERSONNEL**

Name	Date of Birth	Experience
James Gresham	12-15-1965	35 Years
Rodney Wilborn	6-8-1975	27 Years
Garrett Jackman	01-27-1993	7 Years
Edward Baber	03-23-1976	22 Years
Hayden Summer	12-13-1983	20 Years
Bradley Trigg	08-26-1996	7 Years
Shaun Bebout	02-25-1979	25 Years
Kevin Wright	06-09-1975	15 Years
Joshua Long	05-05-1983	18 Years
Gary Fleming	06-15-1972	28 Years
Ron Rogers	05-06-1967	30 Years
Todd Jordan	02-08-1974	25 Years
Brent Jordan	04-16-1993	5 Years
Andrew Asher	12-06-1994	4 Years
Nicholas Elliot	08-22-1995	3 Years
DJ Adamson	07-16-1981	20 Years
Brendan Brown	11-28-1983	17 Years
Cary Bolland	04-29-1967	30 Years
Kenny Woefsner	08-25-1975	24 Years
Andy Smith	08-21-1971	28 Years
Amy Gresham	12-05-1973	25 Years



## **RFP #20-13 TOWING SERVICES**

### **THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING AUDIT SERVICES:**

Sealed Bids for police-ordered tows for the general public at the request of the City for an initial term of three (3) years, beginning November 1, 2020 and ending on October 31, 2023, will be received by the City of Smithville, Missouri, at the City Hall at 107 West Main Street, Smithville, MO 64089, until 10:00 A.M. local time on August 5<sup>th</sup>, 2020, at which time the Bids received will be publicly opened and read.

Specifications for the services to be provided are set forth in the RFP and attached Exhibit(s).

#### **INSTRUCTIONS TO PROPOSERS:**

1. Proposals must be addressed to Daniel Toleikis, Finance Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10:00 A.M. local time on August 5<sup>th</sup>, 2020.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. Three (3) original proposals must be included in a sealed and marked outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 10:00 A.M. on the 5<sup>th</sup> day of August, 2020, at City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Daniel Toleikis, Finance Director.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.



Finance Director

Issued: the 20<sup>th</sup> day of July, 2020

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS  
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. Any questions regarding this request may be addressed to Daniel Toleikis, Finance Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
11. The Contractor 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 Pursuant to 285.530 RSMo.

## **RFP #20-13 TOWING SERVICES**

### **ARTICLE I GENERAL INFORMATION**

1. The Board of Aldermen of the City of Smithville, Missouri ("City") invites you to submit a written Proposal for police-ordered tows for the general public at the request of the City of Smithville, 107 W Main Street, Smithville, MO 64089. The vendor must be available 24 hours per day, 7 days a week, 365 days per year (including holidays). The initial term of this agreement shall be for a period three (3) years, beginning November 1, 2020 and ending on October 31, 2023, with the City having an option to renew this contract for two additional one-year terms. Such notice would need to be issued by the City to the vendor within 90 days from the end of the previous term. Additional details regarding the work to be performed is outlined in Exhibit 2.
2. The term "RFP" means this Request for Proposal; the term "Contractor", "Offeror", "Vendor", "Bidder", or "Proposer" refers to one who submits a proposal in response to the RFP; and the term "Proposal" means the proposal of the Contractor, Offeror, Vendor, Bidder, or Proposer.
3. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. Note: The Vendor is presumed to accept the RFP requirements. The Vendor must raise any questions regarding the RFP requirements no later than three (3) days prior to the Closing Date. In addition, the Vendor must list and outline, in their Proposal, any exceptions to the RFP requirements and Contract requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. Additional information and/or questions relating to this RFP can be obtained by contacting Daniel Toleikis, Finance Director, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

## **ARTICLE II PROPOSAL INSTRUCTIONS**

### **RFP PROPOSALS - CONTENTS AND SUBMISSION**

The City recognizes this type of initiative may vary greatly in scope, approach and deliverables from one firm to another. The City will evaluate the qualifications of prospective firms, proposed scope of services and the value of the proposed work.

The City requests the following items from professional firms to complete and undertake the above referenced services:

1. Name, address, and telephone number of Proposer(s).
2. A completed Proposal Response Form attached to this Request for Proposal (the included form is preferred, but a substitute form may be provided).
3. Provide the names and qualifications of personnel who would be directly performing the work in year 1, including sub-consultants, if needed. The City expects each team member to have at least three (3) years of experience. Indicate the approximate percent of involvement of each team member and identify who will be the daily point of contact.

The Proposer may submit an alternate proposal lessening the three (3) years of experience minimum if it determines that meeting this expectation is cost prohibitive (in this case, the City asks that both a proposal meeting the requirement and an alternate be provided) or if the Proposer cannot meet the expectation. Any alternate proposal should clearly state that the City's years of experience expectation is not being met and provide an explanation as to why the expectation is not being met.

4. Address a plan for staff rotation so that, at minimum, one team member from the previous audit year is rotated out and replaced with a new team member. The new team member would be expected to meet the same minimum of three (3) years of experience. The plan should identify which team member (lead auditor, auditor in-charge, associate auditor) is scheduled to be rotated out each year and an anticipated cooling off period for each team member.
5. Provide the names and references for a minimum of three similar projects. Summaries should include a narrative of the project and associated costs.

### **ADDENDA**

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City Finance Director in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

### **EVALUATION**

In evaluating any aspect of the Proposal, the City may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Service performed by the Vendor, and any other information the City obtains regarding the Vendor, or that the City deems relevant.

1. Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include the following:
  - A) Overall cost to the City, whether direct or indirect.

- B) The City's opinion regarding the degree of responsibility of the vendors, contractors or proposers.
  - C) The responsibility of the vendors, contractors or proposers to meet the staff rotation
2. The timeliness, nature and number of any exceptions taken by the Vendors, Contractors, or Proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the Vendor's, Contractor's, or Proposer's Proposal.
  3. A responsible Vendor is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and other resources necessary for the faithful performance of the Service. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors, contractors or proposer's customers, inspections of other Services or projects performed and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

#### SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data (if applicable) in the returned Proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Proposal.

#### RESPONSIVE PROPOSALS EXPIRATION

All Proposals shall be considered as firm for a period of ninety (90) calendar days, commencing on the date and time of the RFP closing and expiring at 10:00 P.M. of the last day.

Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

#### RFP CLOSING

Three (3) original Proposals and any modifications shall be received in sealed and marked on the outer envelope by RFP number and date of closing addressed to Daniel Toleikis, Finance Director, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at 10:00 A.M. at City Hall on the date specified on the cover letter. The RFP number and RFP closing date shall be shown on the face of the envelope, and should be labeled with the Vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

## RFP REJECTION

The City reserves the right to reject any and all Proposals received in response to RFPs, and to waive all irregularities in Proposals.

## ACCEPTANCE OF RFPS

The City reserves the right to accept the Proposal that, in its judgment, is the lowest and/or best Proposal in response to this RFP.

## LATE PROPOSALS

Proposals received after the date and time of the responsive Proposals to the RFP opening shall not be considered.

## MISTAKE IN PROPOSALS

If the respondent discovers a mistake in his or her responsive Proposal to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Board of Aldermen to reject any and all requests for correction of mistakes in Proposals received after the date and time of the Proposals to the RFP opening. A mistake in a Proposal cannot be considered once a purchase contract is executed by the parties.

## NEGOTIATION

The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this Vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City.

The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.

If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

## AWARD OF THE CONTRACT

After the RFPs have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

#### HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

#### OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.

#### GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

#### CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

#### NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

#### KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## **ARTICLE III GENERAL TERMS AND CONDITIONS**

### **EXECUTION OF CONTRACT**

The successful Vendor ("Contractor") shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

### **CONTRACT PERFORMANCE**

Any contract entered into pursuant to this RFP should be performed by the Vendor within ninety (90) days from contract execution.

### **GENERAL PROJECT ASSESSMENT REQUIREMENTS**

Upon award of the contract, the contractor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

### **INSURANCE**

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of bodily injury or death to the contractor's employees including claims brought under:

1. Worker's Compensation Laws
2. Disability Benefit Laws
3. Occupational Sickness or Disease Laws
4. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, bodily injury, sickness, disease or death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the following as "Additional Named Insured":

1. City of Smithville  
107 W. Main Street  
Smithville, MO 64089

Failure of the Contractor to maintain proper insurance coverage will not relieve Contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the Contractor shall either cover any and all subcontractors in Contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as



the Contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the Contract.

#### INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED

1. Worker's Compensation – Statutory
2. Employer's Liability - \$1,000,000.00 each employee
3. General Liability - \$10,000,000.00 each occurrence
4. Property Damage - \$10,000,000.00 each occurrence

#### AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the Bidder 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:

1. Submitting a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION, and
2. 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.

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.

#### INSPECTIONS

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

#### TESTING

The City reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### ADDITIONAL SERVICE AND CHANGE ORDERS

The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

#### PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

#### SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal;
3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site; and
4. The Corps of Engineers real and/or personal property.

The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

#### BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

#### INTELLECTUAL PROPERTY RIGHTS

Any and all material, images, slogans and/or items of any kind, tangible or intangible in nature (hereinafter collectively referred to as the "Product"), produced by Contractor pursuant to this RFP or resulting Contract shall be considered a Work for Hire and shall be owned by the City. Contractor will defend, at its own expense any action brought against the City to the extent that it is based on a claim that the Product infringes a copyright in the United States or a United States patent, or other intellectual property rights, and/or that the City did not obtain the sole rights to the Product from the Contractor. Contractor will indemnify and hold the City harmless (including attorney's fees and costs) with regard to any such claim provided the City reasonably notifies Contractor in writing of the claim, and that Contractor is reasonably allowed to participate in the defense of the claim.

#### TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
3. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

#### OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri.

The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFP.

#### CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq.

## SAMPLE CONTRACT

A sample contract for this project may be attached to this RFP. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFP.

## EXHIBIT 1

STATE OF MISSOURI                    )  
  )  
ss COUNTY OF \_\_\_\_\_ )

### AFFIDAVIT

(As required by Section 285.530, Revised Statutes of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

#### EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

#### FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

#### KNOWINGLY:

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

#### UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently President of \_\_\_\_\_ (hereinafter "Contractor"), whose business address is \_\_\_\_\_, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed name]

Affiant Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
[Notary Public]

My Commission Expires \_\_\_\_\_

Commissioned in \_\_\_\_\_ County

Commission # \_\_\_\_\_

PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following two (2) pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

## EXHIBIT 2

### WORK TO BE PERFORMED

Bidder shall be available to perform police-ordered tows (as defined below) for the general public at the request of the City, 24 hours-per-day, 365 days-per-year, including holidays. Bidder shall provide the City with telephone numbers and shall provide sufficient personnel to answer telephone on a 24 hours-per-day, 365 days-per-year basis. Bidder acknowledges that all charges as set forth in this proposal form will be standard of the time of day or day of the week of the tow.

For the purpose of the contract, a police-ordered tow is defined as being those tows as ordered by the department of police for:

- A. Abandoned vehicles;
- B. Illegally parked vehicles;
- C. Impounded vehicles;
- D. Wrecked vehicles, where the owner/driver, for whatever reasons as determined by the police department, is not capable of requesting tow service;
- E. The tow service requested by the owner/driver is unable to respond; or
- F. The owner/driver does not have a preferred tow service.

The police department will write and provide the tow service with a tow slip on items A through D. Tow slips will not be provided for items E and F.

All trucks are to be equipped with flashing red lights, emergency flashers, back-up lights, work lights, brooms, and flares. All trucks must be equipped with dollies. Tow drivers will broom all debris at accident scene from roadway and the charge for such service, if any, is included in the tow price. All tow vehicles and all equipment with sufficient personnel shall be available 24 hours-per-day, 365 days-per-year. Bidder's equipment shall be in good mechanical condition and shall be available for inspection by the City throughout the term of the contract.

Reasonable response time shall be defined as not over 15 minutes to be in route under normal weather conditions. In adverse weather conditions, tow shall be allowed 30 minutes to be in route to location, except in cases of extreme emergencies where the dangerous traffic patterns result from the required tow. If, for any emergency reason, the contracted tow service cannot respond within the time limit, the police shift supervisor may request another tow service to respond and tow the vehicle(s) to the contracted tow service's tow storage lot. The contracted tow service will be responsible for seeing that non-contracted tow service is admitted to the contracted tow service storage lot to store police-ordered towed vehicles and the contracted tow service will be responsible for seeing that the non-contracted tow company is compensated for police-ordered tows in the event the customer or other responsible party fails to pay the charges for the tow.

Bidder will exert its best efforts at all times to cooperate with the police department. Instructions by police officers at the scene of a tow will be readily accepted and followed. Vehicles will be towed to destinations as ordered by the police department. Further, all reports required by the police department will be promptly furnished and all instructions will be completed by bidder.

Bidder agrees that the necessary time will be provided to the police department or other law enforcement officers to conduct required investigations of accidents, or other incidents involving vehicles, prior to the towing of said vehicles, and that no extra charge will be assessed owners for such additional investigation time. Bidder agrees to remain at the scene of any such accident and shall not leave or proceed with the tow until specifically authorized to do so by the police officer in charge at the scene.

Tow contractor must furnish secured tow lot or storage. Evaluation of location will be a key component in bid process.

Bidder will accept and abide by release documents issued by the police department and handle the physical release of vehicles without need for department personnel to be present at the lot. Bidder warrants that access to said lot by police personnel will be on a 24 hour a day basis, seven days per week, without charge to the City.

Bidder shall maintain an office for the release of vehicles. This office must be open at least eight (8) hours per day, Monday through Friday, excluding holidays. Bidder shall be responsible for and prices will include opening the storage lot for two (2) visits, one (1) for driver/owner and one (1) for insurance adjuster for each towed vehicle during normal business hours (excluding visits required by and for the police department). Unless directed otherwise by the police, Bidder will release vehicles to owners unassisted by police officers.

The bidder shall post at his office and at the police department a telephone number where he can be reached on weekends and holidays for the release of vehicles without an additional charge to the public. This posting shall be in such a location that it can be read by the public both when the office is closed and opened. The bidder shall have personnel available to provide the release of vehicles during these hours by accompanying owner/driver and/or insurance adjusters to the tow lot.

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

Tow service shall be responsible for the collection of the towing and storage charges from the party or parties owning or entitled to possession of the items towed and stored, and City and its employees shall not be responsible for or liable to Bidder for payment of collection of any such charges.

The City and its employees shall not be responsible for or liable to bidder for the payment or collection of towing and storage charges performed for the general public at the request of the police department. In the event a vehicle owner successfully challenges a police-ordered tow, the City shall pay the tow charges incurred, but bidder agrees to waive all storage charges or miscellaneous charges incurred for such vehicles.

Outside storage is acceptable for automobiles (2-door, 4-door, vans, mini-vans, station wagon and convertibles, American and foreign made), boats with or without motors, motorcycles, motor scooters, car trailers, trucks, tractor trailers and house trailers.

Bidder shall also perform towing of City vehicles. This charge is to be paid by the City of Smithville by monthly billing. The City shall be responsible for monthly payment of services directly performed for and on behalf of the City at the request of the police department; such payment shall be only with respect to City owned vehicles.



The bidder shall be an independent contractor under the terms of the contract. The City, through the police department, shall monitor the bidder's services to be performed under the terms and conditions of the contract and the Chief of Police shall have the authority to answer questions or resolve disputes regarding services rendered or charges made. Any complaint of overcharging that is investigated by the Chief of Police and which is proven to be valid shall result in the refund of proven over charges in accordance with the contract agreement and shall subject tow service to possible contract cancellation.

Bidder shall keep records of all services performed under contract on forms provided by police department. Additionally, bidder shall keep copies of all paid invoices. Each invoice shall specifically depict each service charge made during the month as may be allowed. All such records shall be maintained by bidder for at least one year and shall be available for inspection by the Chief of Police or his authorized representative at any reasonable time.

It is not the intent of this contract to furnish tow service for those owner/drivers who request a preferred tow service. It shall be the responsibility of the Smithville Police Department to exert its best efforts to contact the customer's choice. If, for any reason, the requested tow service is unable to respond within a reasonable period of time, or the owner/driver does not have a preferred tow service, the tow becomes a police ordered tow and is subject to the terms and conditions of the contract.

Bidder shall not, without the prior written consent of the City, assign transfer, or otherwise dispose of the contract, any claims there under, any interest therein, or any monies due or to become due hereunder without the prior written consent of the Chief of Police. No sub-contract shall, under any circumstances, relieve the bidder of his liabilities and obligations under the contract and all transactions with City must be through bidder.

## LAWS SECTION

§ 285.530. Employment of unauthorized aliens prohibited--federal work authorization program, requirements for participation in--liability of contractors and subcontractors

1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
2. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis. During or immediately after an emergency, the requirements of this subsection that a business entity enroll and participate in a federal work authorization program shall be suspended for fifteen working days. As used in this subsection, "emergency" includes the following natural and manmade disasters: major snow and ice storms, floods, tornadoes, severe weather, earthquakes, hazardous material incidents, nuclear power plant accidents, other radiological hazards, and major mechanical failures of a public utility facility.
3. All public employers shall enroll and actively participate in a federal work authorization program.
4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.
5. A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

**RFP # 20-13 TOWING SERVICES**

I, \_\_\_\_\_, hereby representing  
(Agent Submitting RFP)

\_\_\_\_\_, have read and reviewed the attached specifications.  
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID No.

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

State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last two (2) years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above said Company shall provide the materials and/or services, and insurance requested for the goods and services of RFP #20-13 for a cost to the City of Smithville as follows:

Item Description	Bid Price
Tow Charge(s) per tow	
Storage Charge(s) per day	
Location of Storage Lot(s)	
Office Hours	
Location of Office(s)	
Extra Visit Charge(s) outside of office hours	
City-owned Vehicle Tow Charge(s) per tow	



# City of Smithville

**Meeting Date:** 12/1/2015

**Department:** Finance

**Agenda Item:** Resolution 444, Towing Services Bid Award

**Summary:**

In accordance with the City's purchasing policy and fiscal year 2016 budget, a request for proposals (RFP) was issued 9/24/2015, and two responses were received (summarized on the next page).

**Purpose:**

To award Bid #16-02 to GT Tow for towing services.

**Impact**

Comprehensive Plan:

N/A

Economic Development Plan:

N/A

Parks Master Plan:

N/A

Strategic Plan:

N/A

Capital Improvement Plan:

N/A

Budget:

This item was budgeted in FY2016.

**Legislative History:**

N/A

**Suggested Action:**

Motion to approve Resolution No. 444.

**Attachments:** ☐ Plans ☐ Contract ☐ Staff Report

☐ Ordinance ☒ Resolution ☐ Minutes ☒ Other: Bid Tabulation

## **TOWING SERVICES CONTRACT**

THIS AGREEMENT entered into this 1<sup>st</sup> day of December 2015 by and between the City of SMITHVILLE , MISSOURI, a political subdivision in the State of Missouri (hereinafter referred to as "City"), and, Gresham & Son Transport, Inc. a Corporation authorized to do business in Missouri (hereinafter referred to a "Contractor").

WITNESSETH:

WHEREAS, the City sent out Requests for Proposals/Invitation to RFP # 16-03 Towing Services. Said RFP, and all of its exhibits and any and all drawings, plans and bidding specifications for the project with said Requests for Proposals, and any Drawing(s) and Specifications and all modifications issued thereafter are attached hereto and/or incorporated herein by reference, as Exhibit A; and

WHEREAS, Contractor delivered the detailed Bid for services in response to said RFP which is attached hereto and/or incorporated herein by reference, as Exhibit B; and

WHEREAS, the Contractor the City (was deemed by the City the successful bidder.)

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. **CONTRACT DOCUMENTS:** The Contract between the parties shall consist of Exhibits A, and B mentioned above and this Contract and its attached Exhibits. The Parties further agree that this Services Contract is a memorialization and a supplement to Exhibits A, and B mentioned above. In the event of a conflict in the interpretation of the contract documents, the parties agree that the terms within the contract documents shall be construed or given binding effect in the following order:

- a) Exhibit A; and then
- b) This Contract and then
- c) Exhibit B:

2. **GENERAL SCOPE OF THE WORK:**

As Set forth in RFP 16-02 (Exhibit A) and the Contractor's response thereto (Exhibit B) as set forth hereinafter.

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3. **CONTRACT PRICE:** The Contractor shall submit statements to the City for services rendered pursuant to this contract on a monthly basis. Payment shall be made by the City for all services not in dispute within thirty 30 days. Other than as set forth in paragraph 12, this prices and and fees set forth in this contract in

Exhibits A & B attached hereto shall not increase for any reason including but not limited to convenience of the City, unknown site conditions, delays, weather or other Contractor claims. after completion of the work and acceptance of the same by the City Director of Public Works (or such other person as designated by the City) and compliance with all provisions of this contract. For purposes of verification, the Contractor will submit to the City Clerk (or such other person as designated by the City) true copies of each of the subcontracts and invoices for materials and labor, and the Contractor shall permit the City or its agents to examine and make copies of all books and records of the Contractor pertaining to the work, labor, and materials to be performed and furnished by the Contractor pursuant to this Agreement.

**4. TIME:** Time is of the essence of this contract. The work to be performed hereunder shall be commenced as soon as reasonably possible after the execution of this agreement and is subject to authorized adjustments. The work contemplated by this agreement shall be completed by the Contractor within ninety (90) days of the execution of this Contract.

**5. TERM OF AGREEMENT:** The initial term of this agreement shall be for a period of three (3) years, beginning November 1, 2015 and ending on October 31, 2018, with the City having an option to renew this contract for two (2) additional one year terms upon notice to the Contractor within 90 days of the end of the previous term of the exercise of the election to renew.

**6. NOTICES** Any Notice as set forth herein must be served by Federal Express or similar overnight delivery service or by certified mail, return receipt requested, addressed to the party and shall be deemed given as of the deposit in the U. S. Mails or with overnight delivery service. Notice to the City shall be sent to the Mayor, City of Smithville Missouri 107 W. Main Street, Smithville, MO 64089. Notice to Contractor shall be sent to the Contractor at \_\_\_\_\_. Either party may designate such other Person and/or delivery address from time to time by written Notice.

**7. INDEPENDENT CONTRACTOR:** The Contractor warrants and represents to the City that it is fully experienced and properly qualified as an expert to perform the services provided for herein and that it is properly equipped organized and financed to perform such services. The Contractor shall finance its own operations and shall operate as an independent contractor and not as an agent of the City, and shall indemnify and hold the City free and harmless from all liabilities, costs and charges by reason of any act, omission or representation of the Contractor or of its subcontractors, agents, and employees, including costs and attorney's fees.

Contractor shall at all times cause all of its workers, laborers, employees, independent contractors and subcontractors and agents and employees of such persons to be fully covered with Worker's Compensation insurance at the amounts required by law. The Contractor will indemnify and hold the City harmless for any and all damages and liabilities, including attorney's fees and costs for injuries to its employees, agents, servants, and/or subcontractors, for failure to obtain and maintain worker's compensation insurance or failure to provide a safe place to work, and Contractor will also be responsible to ensure that its subcontractors carry workers compensation insurance.

The Contractor will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than \$1,000,000.00. The Contractor will provide the City with a Certificate of Insurance evidencing the same and naming the City as "additional named insured" and will indemnify and save the City harmless from any and all liability and costs, including attorney's fees claimed by any person who claims an injury as a result of the work. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by the City, and are licensed or approved by the State of Missouri to do business in Missouri.

Regardless of any approval by the City, it is the responsibility of the Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of the Contractor's failure to maintain the required insurance in effect, the City may order the Contractor to immediately terminate its work until the breach has been cured or terminate this Contract.

**8. COMPLIANCE AND REQUIREMENTS:** All work, labor and materials to be furnished and performed by the Contractor shall be to the satisfaction of the City Clerk (or such other person as designated by the City) acting on behalf of the City, and payment shall be made only for such work and materials as are accepted in writing by the City Clerk (or such other person as designated by the City) provided, however, that the City shall not arbitrarily withhold acceptance of such work and materials or payment so long as the Contractor makes satisfactory progress and performs all of its obligations in accordance with or pursuant to all the terms and conditions of this Agreement.

**9. CORRECTION OF DEFAULTS:** The Contractor will, at the request of the City Clerk (or such other person as designated by the City), correct any defects to the materials or workmanship, and neither final payment by the City nor the final acceptance by the City of the work and materials shall relieve Contractor from responsibility for any defect in materials and workmanship. The Contractor further warrants to the City that all of the materials and equipment furnished pursuant to this agreement are new, of high quality and free from defects.

**10. LIENS:** The Contractor shall not be entitled to any payment unless and until it provides the City with full lien waivers covering any services and/or materials provided by Contractor or any of its subcontractors. The Contractor shall indemnify and hold the City harmless including attorney's fees and costs from all liens or claims, and rights to enforce liens and to defend same against the property or the improvements arising out of any work to be performed or labor and material to be furnished under this Contract. Neither final payment by the City nor acceptance of services shall constitute a waiver of this indemnity. If any lien or claim for lien shall at any time be filed, the Contractor shall pay to the City all monies the City may be compelled to pay in discharging the lien, including all costs and reasonable attorney's fees.

**11. ASSIGNMENT:** The Contractor shall not assign this Contract or any amount payable hereunder without the prior written consent of the City. The Contractor shall upon request of the City, disclose to the City the names, addresses and owners of all subcontractors or other persons with whom it intends to contract with or hereafter contracts with in connection with the performance of this Contract.



**12. CONFLICTS OF INTEREST:** The Contractor warrants and represents that neither the Contractor nor its officers, directors, agents, employees or subcontractors are related within the second degree of affinity or consanguinity with any elected officials or employees of the City.

The Contractor will not offer, give, or agree to give any employee or former employee of the City, anything of a pecuniary value for or because of:

- a. Any official action taken, or to be taken, or which could be taken; or
- b. A legal duty performed or to be performed, or which could be performed; or
- c. A legal duty violated, or to be violated, or which could be violated by such employee or former employee.

No regular employee or elected or appointed member of the City shall be permitted to obtain any benefit of this Contract, or to obtain any benefit that may accrue there from.

**13. EXTRAS:** No claim for payment (in excess of the amount set forth in this Contract) for extra services or materials of any kind shall be made by the Contractor or shall be paid by the City unless the same is performed or furnished pursuant to a written agreement executed by the City and the Contractor.

**14. COMPLIANCE WITH LAW:** This Contract is entered into subject to the federal, state, and local laws, charters, ordinances and regulations. The Contractor shall comply with all federal, state and local laws, ordinances and regulations and shall ensure all such compliance with regard to its subcontractors, including but not limited to the Americans with Disabilities Act and the Equal Employment Opportunity Law. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the performance of the services contemplated by this Contract as well as the placement and/or use of any equipment at the location specified.

**15. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION:** Pursuant to 285.530 RSMo, the Contractor 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 a completed, notarized copy of EXHIBIT 1 to the RFP AFFIDAVIT OF WORK AUTHORIZATION and
- 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.

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.

16. **WORKERS COMPENSATION INSURANCE:** Contractor agrees to maintain worker's compensation insurance on all of its employees and to ensure that all of its subcontractors maintain worker's compensation insurance on all of its employees. Contractor shall indemnify and hold harmless the City for any and all liability of the City (including attorney's fees) for the failure to maintain any such insurance.

17. **NOT A JOINT VENTURE:** Nothing contained in this Contract shall be deemed to constitute the City and the Contractor as partners in a partnership or joint venture for any purpose whatsoever.

18. **NON-LIABILITY OF CITY PERSONNEL:** Neither the Board of Alderpersons, Board Members, nor any other officer, official, employee, or agent of the City shall be *personally* responsible for any liability arising under or growing out of this Contract or operations of the Contractor.

19. **ENTIRE CONTRACT:** This Contract and the Exhibits attached hereto constitutes the entire agreement between the parties. Terms not specifically set out herein and no verbal agreement or conversation with any officer, official, agent or employee of the City, either before or after the execution of the Contract, shall effect, modify or add to the terms or obligations contained in the Contract. Any such purported term, verbal agreement or conversation shall in no way be binding upon the City or the Contractor.

20. **RECORDS:** The Contractor shall maintain all records for inspection by City representatives during the Contract period and for three (3) years after the date of termination of the Contract. The Contractor agrees that the City Clerk, or any of his/her duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any and all pertinent books, documents, papers and records of the Contractor involving the transactions related to this Contract.

21. **WAIVER:** The waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Contract can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor to which the same may apply and, until complete performance by the Contractor of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

22. **SEVERABILITY:** All of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Contract could have included the valid provisions without invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**23. UNEMPLOYMENT INSURANCE AND TAXES:** The Contractor shall pay, at the Contractor's own cost, all relevant taxes in connection with the work or materials to be performed, including but not limited to State and Federal, Unemployment and old age benefit taxes, sales and use taxes, income tax, withholding tax or other work or payroll related taxes. No payments to the Contractor will be approved unless the Contractor is current with tax payments to the City or unless satisfactory arrangements have been made for payment with the City.

**24. SURVIVAL OF WARRANTIES:** All warranties and representations of the Contractor hereunder shall survive final payment and acceptance of the work.

**25. APPLICABLE LAW:** the laws of the State of Missouri shall govern this contract. Any action in regard to the consent or arising out of the terms and conditions shall be instituted and litigated in the courts of the State of Missouri, County of Clay and in no other. Contractor is validly registered to do business in Missouri. In accordance, the parties submit to the jurisdiction of the courts of the State of Missouri and to venue in Clay County.

**26. REMEDIES:** In addition to all other remedies at law or in equity, if Contractor shall fail to complete and/or meet any of its obligations under the terms of this Contract, the City may, by giving the Contractor written Notice, cancel and terminate this Contract if the breach is not cured within 30 days after the sending of such Notice (unless otherwise set forth herein).

**27. CONTRACT LANGUAGE** The language of this Contract reflects negotiations between Contractor and City, each of whom have had the opportunity to modify the text. In the event of litigation or other dispute concerning the language of this Contract, general rules construing ambiguities against the drafter shall not apply. It is agreed that if more than one copy of this document may be executed and that the original filed with the City Clerk shall pursuant to §432.080 RSMo be deemed to be the controlling original.

**28. BINDING EFFECT:** This Contract is binding on the parties hereto, their heirs, successors and assigns.

**29. FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then the time allowed for performance of such act shall be extended by a period equivalent to the period of such delay.

**30. INFORMATION PROVIDED:** Contractor acknowledges that it has received all documents, necessary for the completion of this Agreement by Contractor.

**31. DEFAULT:** If Contractor fails or neglects to complete the work to be performed by the Contractor in a timely manner demonstrating quality workmanship, and should such failure or neglect continue for more than 10 days after notice is sent to the Contractor, City (1) may, but is not required to, thereafter commence and/or continue correction of such default and/or completion of the Contract without prejudice to any other remedies available to the City and may deduct from the contract sum due to the Contractor the cost of such actions or (2) City may terminate the Agreement.

32. **SAFETY:** Contractor shall have control over the inspection sites and shall be solely responsible for its and its subcontractors actions, procedures and activities. Contractor shall also be responsible for all job site safety. Contractor shall be responsible for creating and maintaining all safety precautions and actions necessary in the performance of this Contract.

33. **PERMITS:** Contractor shall obtain and pay for any and all permits or other related permits, licenses and inspections necessary for the completion of this project, other than those already obtained by the City.

34. **REPRESENTATIVE:** Contractor shall employ a competent representative who shall be at the site of the project during the performance of the actual work to communicate on behalf of the Contractor with the City.

35. **CLEANUP:** Contractor shall keep the service area and surrounding areas free from trash and waste at all times, and shall clean the service area and remove all trash, waste, materials and surplus materials at the completion of the work, except any surplus materials shall not be disposed without approval of City.

36. **SUBCONTRACTORS:** Contractor shall require any Subcontractors, to the extent of the work to be done by such Subcontractors and allowed by the City, to be bound by the terms of this Contract. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

37. **CHANGE ORDERS:** Change Orders which are approved by the Contractor and the City's designee in writing which do not increase the cost of the project may be utilized to make needed changes to the scope of the work and to manage minor changes necessary.

38. **NONRESIDENT/FOREIGN CONTRACTORS.** The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

**39. INTELLECTUAL PROPERTY RIGHTS:** Contractor shall pay any and all license, royalty or similar intellectual property fees or costs. Contractor shall hold City harmless and shall indemnify and defend City against any and all claims, damages, suits or losses for any and all infringements on any intellectual property rights of another (whether patents, copyrights, etc.) relating to or caused by the work of the Contractor.

**40. TERMINATION** The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be in breach of this Agreement, be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

**41. COMPLIANCE WITH LAW** This Agreement and the goods and services rendered herein are subject to all federal laws, the Constitution of the State of Missouri, the Revised Statutes of Missouri. Any specific provision contained herein which is contrary to federal laws or the Constitution of the State of Missouri and the Revised Statutes of Missouri shall be considered void without invalidating or otherwise affecting the remainder of the Agreement.

**42. CONDITION PRECEDENT:** This Contract shall be null and void and of no effect unless and until the City has by Ordinance or Resolution passed by the City Board of Alderpersons, obtained the authority to enter into this Contract and that there is a balance otherwise unencumbered to the credit of the appropriation in the City Treasury to which this contract is to be charged and cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made on this contract sufficient to meet the obligation incurred and the City Clerk has so certified.

**43. EFFECTIVE DATE:** The effective date of the Agreement shall be deemed to be when all of the required signatures have been executed by the City and the Contractor and the Condition Precedent set forth in preceding Paragraph has been met.

**IN WITNESS WHEREOF,** the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.

**THE CITY OF SMITHVILLE**

**CONTRACTOR:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## City of Smithville

107 West Main Street, Smithville, MO 64089 Phone:  
(816) 532-3897 • Fax: (816) 532-3990

### RFP # 16-03 TOWING SERVICES

The City seeks to obtain proposals from qualified towing companies relating to police ordered tows for the general public at the request of the City, 24 hours per day, 365 days per year, including holidays.

Terms for the services to be provided are set forth in the RFP and attached Exhibit(s).

#### INSTRUCTIONS TO PROPOSERS:

1. Proposals must be addressed to Kelli Oldham, City Clerk, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10:00 A.M. on the date of closing.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. Three (3) original proposals must be included in a sealed envelope marked outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, or proposers who responded. The closing is at 10:00 A.M. on the 28th day of October 2015, at the City Hall.
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City Clerk at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Kelli Oldham, City Clerk.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

*Kelli Oldham*

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

Issued: the 24<sup>th</sup> day of September, 2015

**CITY OF SMITHVILLE  
REQUEST FOR WRITTEN QUOTATIONS  
INSTRUCTIONS AND GENERAL CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous to the City.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified if applicable in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. Any questions regarding this request may be addressed to Kelli Oldham, City Clerk, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
12. The Contractor 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 Pursuant to Section 285.530, RSMo.

**Request for Proposal**  
**RFP # 16-03 Towing Services**

ARTICLE I  
GENERAL INFORMATION

1. The City seeks to obtain proposals from qualified towing companies relating to police ordered tows for the general public at the request of the City, 24 hours per day, 365 days per year, including holidays.
2. The term "RFP" means this Request for Proposal, the term "Contractor", Offeror, Vendor", "Bidder" or "Proposer" refers to one who submits a proposal in response to the RFP, and the term "Proposal" means the proposal of the Vendor, Offeror, Contractor or Proposer.
3. By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.
4. Note: The Vendor, Contractor or Proposer is presumed to accept the RFP requirements. The Vendor Contractor or Proposer must raise any questions regarding the RFP requirements no later than Three (3) days prior to the Closing Date. In addition, the vendor must list and outline, in their proposal response, any exceptions to the RFP requirements and Contracts requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.
5. ADDITIONAL INFORMATION: Additional information and/or questions relating to this RFP can be obtained by contacting Kelli Oldham, City Clerk, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.



## ARTICLE II PROPOSAL INSTRUCTIONS

### RFP PROPOSALS - CONTENTS AND SUBMISSION

#### ADDENDA:

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City Clerk's Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

#### EVALUATION:

Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include, but are not limited to the following:

- A) Experience of Bidding Tow Contractor
  - B) Experience of tow service's personnel
  - C) Equipment/Trucks
  - D) Communication Equipment
  - E) Cost to Public for Tow Service and Storage
- A. The timeliness, nature and number of any exceptions taken by the vendors, contractors or proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the vendors, contractors or proposer's Proposal.
- B. A responsible vendor, contractor or proposer is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and other resources necessary for the faithful performance of the Service. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors, contractors or proposer's customers, inspections of other Services or projects performed and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

#### SUPPLEMENTAL MATERIALS:

Proposers are responsible for including all pertinent product data (if applicable) in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

#### RESPONSIVE PROPOSALS EXPIRATION:

- A. All Proposals shall be considered as firm for a period of Ninety (90) calendar days, commencing the date and time of the RFP closing and expiring at 12:00 p.m. of the last day.
- B. Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

#### RFP CLOSING:

Three (3) original proposals and any modifications shall be received in sealed and marked on the outer envelope by RFP number and date of closing addressed to Kelli Oldham, City Clerk, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at 10:00 A.M. in the City Hall on the date specified on the cover letter. The RFP number and RFP closing date shall be shown on the face of the envelope, and should be labeled with the vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

#### RFP REJECTION:

The City reserves the right to reject any and all proposals received in response to RFPs, and to waive all irregularities in proposals.

#### ACCEPTANCE OF RFPs:

The City reserves the right to accept the proposal that, in its judgment, is the lowest and/or best proposal in response to this RFP.

#### LATE PROPOSALS:

Proposals received after the date and time of the Responsive Proposals to the RFP opening shall not be considered.

#### MISTAKE IN PROPOSALS:

If the respondent discovers a mistake in his or her Responsive Proposals to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Board of Aldermen to reject any and all requests for correction of mistakes in proposals received after the date and time of the proposals to the RFP opening. A mistake in a proposal cannot be considered once a purchase contract is executed by the parties.

#### NEGOTIATION:

- A. The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City.
- B. The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.
- C. If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

#### AWARD OF THE CONTRACT:

After the RFPs have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors, contractors or proposers with standardized contracts should submit them with the Proposal.

#### HOLD HARMLESS CLAUSE:

The vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the vendor's businesses or operations resulting from any act or omission of the vendor's agents, servants or employees.

#### OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.

#### GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES:

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

#### CO-PARTNERSHIP DISCLAIMER:

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

#### NON-DISCRIMINATION IN EMPLOYMENT:

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

#### KICKBACKS ILLEGAL IN SUBCONTRACTING:

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

### ARTICLE III GENERAL TERMS AND CONDITIONS

#### EXECUTION OF CONTRACT:

The successful Vendor ("Contractor") shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor's written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the "Contract").

#### CONTRACT TERM:

The initial term of this agreement shall be for a period of three (3) years, beginning November 1, 2015 and ending on October 31, 2018, with the City having an option to renew this contract for two (2) additional one year terms upon notice to the Contractor within 90 days of the end of the previous term of the exercise of the election to renew.

#### CONTRACT PERFORMANCE:

Any contract entered into pursuant to this RFP should be performed by the Vendor within ninety (90) days from contract execution.

#### GENERAL PROJECT ASSESSMENT REQUIREMENTS:

Upon award of the contract, the contractor shall work with the City to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the City.

#### INSURANCE:

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor's operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor's employees including claims brought under:

- A. Worker's Compensation Laws
- B. Disability Benefit Laws
- C. Occupational Sickness or Disease Laws
- D. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the City as "Additional Named Insured" in an amount not less than One Million Dollars (\$1,000,000.00).

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as

the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the contract.

#### AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION:

Pursuant to Section 285.530 RSMo., (enclosed in the laws section) the bidder 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 a completed, notarized copy of EXHIBIT 1 AFFIDAVIT OF WORK AUTHORIZATION and
- 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.

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.

#### INSPECTIONS:

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

#### TESTING:

The City reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

#### ADDITIONAL SERVICE AND CHANGE ORDERS:

- A. The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.
- B. A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS:

- A. In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract Documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.
- B. The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

SAFETY OF PERSONS AND PROPERTY:

- A. The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:
  - 1. All persons;
  - 2. All privately owned property real and/or personal; and
  - 3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site; and
- B. The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

TERMINATION:

The Contract may be immediately terminated by the City if:

- A. The Contractor defaults in the performance of any of its obligations under the Contract; or,
- B. The City has documented receiving unsatisfactory services applicable to the contractor's service or work performance;
- C. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS:

- A. Applicable Law and Venue. This Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri
- B. The City shall not be obligated for any amounts in excess of the contract and/or RFP response (bid) unless approved in advance by the City in Writing.
- C. The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

- D. The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.
- E. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.
- F. If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.
- G. Any contract let in response to this RFP shall be deemed to incorporate all applicable Missouri Laws and regulations including but not limited to those set forth in the Laws Section of this RFP.

#### CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq.

#### SAMPLE CONTRACT

A sample contract for this project may be attached to this RFP. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFP.

#### WORK TO BE PERFORMED

Bidder shall maintain an office for the release of vehicles. The office shall be open 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. Bidder shall be responsible for and prices will include opening the storage lot for two (2) visits, one (1) for driver/owner and one (1) for insurance adjuster for each towed vehicle during normal business hours, seven days per week and holidays between the hours of 9:00 a.m. to 5:00 p.m., (excluding visits required by and for the police department). Unless directed otherwise by the police, Bidder will release vehicles to owners unassisted by police officers.



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

Outside storage of automobiles (2-door, 4-door, vans, mini-vans, station wagon and convertibles, American and foreign made); boats and motors, motorcycles; motor scooters, car trailers; trucks; tractor trailers and house trailers.

Tow service shall be responsible for the collection of the towing and storage charges from the party or parties owning or entitled to possession of the items towed and stored, and City and its employees shall not be responsible for or liable to Bidder for payment of collection of any such charges.

Bidder shall also perform towing of City vehicles. This charge is to be paid by the City of Smithville by monthly billing.

All trucks are to be equipped with flashing red lights, emergency flashers, back-up lights, work lights, brooms and flares. All trucks must be equipped with dollies. Tow drivers will broom all debris at accident scene from roadway and the charge for such service, if any, is included in the bid price.

Reasonable time shall be defined as not over 15 minutes to be in route under normal weather conditions. In adverse weather conditions, tow shall be allowed 30 minutes to be in route to location, except in cases of extreme emergencies where the dangerous traffic patterns result from the required tow. If, for any emergency reason, the contracted tow service cannot respond within the time limit, the police shift supervisor may request another tow service to respond and tow the vehicle(s) to the contracted tow service's tow storage lot. The contracted tow service will be responsible for seeing that non-contracted tow service is admitted to the contracted tow service storage lot to store police ordered towed vehicles and the contracted tow service will be responsible for seeing that the non-contracted tow company is compensated for police ordered tows in the event the customer or other responsible party fails to pay the charges for the tow.

Tow contractor must furnish secured tow lot or storage. Evaluation of location will be a key component in bid process.

The City and its employees shall not be responsible for or liable to bidder for the payment or collection of towing and storage charges performed for the general public at the request of the police department. The City shall be responsible for monthly payment of services directly performed for and on behalf of the City at the request of the police department; such payment shall be only with respect to City owned vehicles. In the event a vehicle owner successfully challenges a police ordered tow the City shall pay the tow charges incurred, but bidder agrees to waive all storage charges or miscellaneous charges incurred for such vehicles.

All tow vehicles and all equipment with sufficient personnel shall be available 24 hours per day, 365 days per year.

Bidder shall provide the City with telephone numbers and shall provide sufficient personnel to answer telephone on a 24 hour, 365 day per year basis.

Bidder will exert its best efforts at all times to cooperate with the police department; instructions by police officers at the scene of a tow will be readily accepted and followed. Vehicles will be towed to destinations as ordered by the police department. Further, all reports required by the police department will be promptly furnished and all instructions will be completed by bidder.

By appointment only, automobiles may be picked up before and after office hours daily 7:00 a.m. to 9:00 a.m. and 5:00 p.m. to 6:00 p.m. The bidder shall post at his office and at the police department a telephone number where he can be reached on weekends and holidays, 9:00 a.m. to 5:00 p.m. for the release of vehicles without an additional charge to the public. This posting shall be in such a location that it can be read by the public both when the office is closed and opened. The bidder shall have personnel available to provide the release of vehicles during these hours by accompanying owner/driver and/or insurance adjusters to the tow lot.

Bidder will accept and abide by release documents issued by the police department and handle the physical release of vehicles without need for department personnel to be present at the lot.

Bidder warrants that access to said lot by police personnel will be on a 24 hour a day basis, seven days per week, without charge to the City.

Bidder will exert its best effort to cooperate with the police department completely with any request or direction issued touching upon operation or said lot and the storage of towed vehicles thereon.

Bidder's equipment shall be in good mechanical condition and shall be available for inspection by the City throughout the term of the contract.

The bidder shall be an independent contractor under the terms of the contract. The City, through the police department, shall monitor the bidder's services to be performed under the terms and conditions of the contract and the Chief of Police shall have the authority to answer questions or resolve disputes regarding services rendered or charges made. Any complaint of overcharging that is investigated by the Chief of Police and which is proven to be valid shall result in the refund of proven over charges in accordance with the contract agreement and shall subject tow service to possible contract cancellation.

Bidder shall keep records of all services performed under contract on forms provided by police department. Additionally, bidder shall keep copies of all paid invoices. Each invoice shall specifically depict each service charge made during the month as may be allowed. All such records shall be maintained by bidder for at least one year and shall be available for inspection by the Chief of Police or his authorized representative at any reasonable time.

Bidder shall not, without the prior written consent of the City, assign transfer, or otherwise dispose of the contract, any claims there under, any interest therein, or any monies due or to become due hereunder without the prior written consent of the Chief of Police. No sub-contract shall, under any circumstances, relieve the bidder of his liabilities and obligations under the contract and all transactions with City must be through bidder.

Bidder agrees that the necessary time will be provided the City of Smithville, Police Department or other law enforcement officers to conduct required investigations of accidents, or other incidents involving vehicles, prior to the towing of said vehicles, and that no extra charge will be assessed owners for such additional investigation time. Bidder agrees to remain at the scene of any such accident and shall not leave or proceed with the tow until specifically authorized to do so by the police officer in charge at the scene.

Bidder shall be available to perform police ordered tows (as defined below) for the general public at the request of the City, 24 hours per day, 365 days per year, including holidays. Bidder acknowledges that all charges as set forth in this proposal form will be standard of the time of day or day of the week of the tow.

For the purpose of the contract, a police ordered tow is defined as being those tows, as ordered by the department of police for:

- A) Abandoned vehicles.
- B) Illegally parked vehicles.
- C) Impounded vehicles.
- D) Wrecked vehicles, where the owner/driver, for whatever reasons, is not capable of requesting tow service.
- E) The tow service requested by the owner, driver is unable to respond.
- F) The owner/driver does not have a preferred tow service.

The police department will write and provide the tow service with a tow slip on items A through D. Tow slips will not be provided for items E and F.

It is not the intent of this contract to furnish tow service for those owner/drivers who request a preferred tow service. It shall be the responsibility of the Smithville Police Department to exert its best efforts to contact the customer's choice. If, for any reason, the requested tow service is unable to respond within a reasonable period of time, or the owner/driver does not have a preferred tow service, the tow becomes a police ordered tow and is subject to the terms and conditions of the contract.

EXHIBIT 1

STATE OF MISSOURI       )  
  ) ss  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the President of

\_\_\_\_\_  
(hereinafter "Contractor"), whose business address is

\_\_\_\_\_, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with

the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[Printed name], Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: State of  
Missouri  
Commissioned in \_\_\_\_\_ County  
Commission # \_\_\_\_\_

**PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

## **LAWS SECTION**

### ***§ 285.530. Employment of unauthorized aliens prohibited--federal work authorization program, requirements for participation in--liability of contractors and subcontractors***

- 1. No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.*
- 2. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis. During or immediately after an emergency, the requirements of this subsection that a business entity enroll and participate in a federal work authorization program shall be suspended for fifteen working days. As used in this subsection, "emergency" includes the following natural and manmade disasters: major snow and ice storms, floods, tornadoes, severe weather, earthquakes, hazardous material incidents, nuclear power plant accidents, other radiological hazards, and major mechanical failures of a public utility facility.*
- 3. All public employers shall enroll and actively participate in a federal work authorization program.*
- 4. An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section.*
- 5. A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.*

Exhibit B

October 27, 2015

Kelli Oldham  
City Clerk  
City of Smithville  
107 W. Main Street  
Smithville, Missouri 64089

Re: RFP # 16-03 Towing Services  
***Gresham and Son Transport, Inc. d/b/a GT Tow***

Dear Ms. Oldham:

My name is James Gresham. My wife, Amy, and I own Gresham and Son Transport, Inc. d/b/a GT Tow. On behalf of our company, please accept this Bid for RFP # 16-03 Towing Services. Thank you for your consideration and please let me know if you have any questions.

#### Our Company

GT Tow was founded in 1994. My wife and I live in Smithville and are very active in the community. Since our inception, we have grown into one of the largest tow companies in the Kansas City metropolitan area.

#### Our Facility

Our principal office and storage facility is located at 111 James Street, Smithville, Missouri. At this location, we have in excess of 2 acres of secure outdoor storage and over 10,000 square feet of indoor storage that is well lit and heated and cooled. If the event City law enforcement requires indoor storage to examine a towed vehicle, we are willing to dedicate as much of our facility as the City requires. Additionally, we believe that we are the only tow company that is

located in Smithville, Missouri that offers the City any kind of indoor storage. This is a major advantage for GT Tow.

Our office is open from 8:00 a.m. to 5:00 p.m. Additionally, our owners live just a short distance from our office and are readily available for after-hours releases. We are available to tow vehicles 24 hours a day, 365 days per year, including holidays.

### **Our Fleet**

GT Tow boasts one of the largest tow fleets in the Midwest. We currently have 23 light duty tow vehicles, 1 medium duty tow vehicle, and 6 heavy duty tow vehicles. We are also the only company in Smithville that owns a rotator type tow vehicle which is capable of towing literally anything. We are constantly updating our equipment to ensure that we have the most advanced tow vehicles on the roadway. All of our vehicles are equipped with flashing red lights, emergency flashers, back-up lights, work lights, brooms, flares, and dollies.

We are aware that the City of Smithville defines a reasonable response time to be less than 15 minutes. Because we are the only tow company that is physically located in Smithville, Missouri with a sizeable fleet, we believe we are the only tow company that can satisfy this requirement, whether in good or bad weather. We believe that our fleet will be a tremendous asset to our City and look forward to the opportunity to serve.

### **Our Experience**

GT Tow has a long history of towing for municipalities throughout the Kansas City area. To date, we have towed for the following municipalities and law enforcement agencies: the City of Kansas City, Missouri, the Missouri Highway Patrol, the Clay County Sheriff, the Clinton County Sheriff, the Platte County Sheriff, and several other cities throughout the area.

Since 2014, we believe that we have performed more law enforcement requested tows than any other tow company in the Kansas City area. As a result, our drivers are well versed in the unique challenges that come with responding to law enforcement requested tows.



We are also capable of handling more volume than any other tow company in the area. For example, despite the fact that we are only the tow company that currently serves all three zones in Kansas City, Missouri, our company has continued to thrive as you can see from the attached letter of reference from Nathan Pare, the Division Manager for Kansas City's Tow Services.

We currently have 28 drivers, who collectively have more than 200 years of experience in the tow industry. We believe that the experience of our drivers will be a tremendous asset to the City.

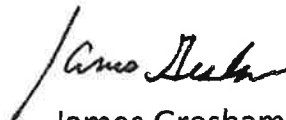
### Summary

In sum, GT Tow has grown into one of the most successful tow businesses in the area because of our dedication to our craft and our investment in our equipment, facility, and personnel.

Importantly, we are a Smithville company owned by Smithville residents. It is very important to us to serve our community through this contract because our Company is a part of this community.

If you have any questions regarding this Bid, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "James Gresham".

James Gresham  
GT Tow

## **Index**

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<b>Section 2:</b>	<b>Equipment</b>
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<b>Section 4:</b>	<b>References and Letter of Reference</b>
<b>Section 5:</b>	<b>Affidavit and Memorandum of Understanding</b>

## **PROPOSAL**

(It is preferred that the Bid Response use this Form, However, the City Reserves the right to accept Bids which provide the necessary information with out using this Form)

## PROPOSAL RFP # 16-03 TOWING SERVICES RESPONSE FORM

I James Gresham, hereby representing, Gresham and Son Transport, Inc. d/b/a GT Tow  
(Agent Submitting RFP Response) (Firm or Company)

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding agreement of connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete request for bids and understands all provisions; (5) if accepted by the City of Smithville, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

I have read and reviewed the attached specifications. I state the hereby offer meets or exceeds all requirements.

Gresham and Son Transport, Inc. d/b/a GT Tow

**Company Name**

111 James Street

**Address**

Smithville, Missouri

**City/State/Zip**

816-532-8096

**Telephone #**

43-1877944

**Tax ID No.**

**Fax #**

James Gresham

**Authorized Person (Print)**

**Signature**

Secretary

**Title**

October 27, 2015

**Date**

Corporation

**Entity Type:**

1. State the name, address and telephone number of three references where your firm has performed similar work to what is being requested in the RFP and within the past 36 months.  
See attached.
2. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?  
No.
3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?  
No.
4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?  
No.
5. Has the Firm had any business or professional license, registration, certificate or certification suspended or revoked?  
No.
6. Has the Firm or its owners, officers, directors or managers been the subject of any criminal

indictment or criminal investigation concerning any aspect of the Firm's business?

No.

7. Has the Firm been the subject to any bankruptcy proceeding?

No.

8. Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

Yes. One of our vehicle's was involved in an accident, though we deny liability. The claim is pending.

9. Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months?

No.

10. Price per tow of automobiles (2-door, 4-door, vans, mini-vans, station wagons, and convertibles. American and foreign made); boats, and motor; motorcycles, motor scooters, car trailers, and trucks up to and including one ton.

\$85.00 (no mileage for tows inside the City limits)

11. Price per tow of hazardous tows, only be allowed for those vehicles defined in the towing manuals, published by the "Auto Club" as being unable to be towed by standard two methods.

\$85.00 (no mileage for tows inside the City limits)

12. Price per tire changes (per tire).

\$50.00

13. Price per lockout services.

\$50.00

14. Mileage charges (price per loaded mile) for tows outside the Smithville City limits. Loaded mile is defined as charge from point of pick-up to point of delivery.

\$3.00 per loaded mile.

15. Price per tow of trucks, over one ton, tractor trailer combinations and house trailer, whether abandoned, illegally parked, impounded or wrecked.

\$200.00 an hour.

16. The bidder shall be responsible for and prices will include opening the storage lot for two (2) visits, one (1) for driver/owner and one (1) for insurance adjuster for each towed vehicle during normal business hours, seven days per week and holidays between the hours of 9:00 a.m. to 5:00 p.m., (excluding visits required by and for the police department). Price per additional trip, or trip outside those hours.

\$0.00.

17. Outside storage of automobiles (2-door, 4-door, vans, mini-vans, station wagon and convertibles, American and foreign made); boats and motors, motorcycles; motor scooters, car trailers; trucks; tractor trailers and house trailers. Price per twenty four (24) hours (regardless of date). For example if the tow occurs at 10.00 am on day one and pickup was at 9.00 am on day two there would only be a one day storage charge.

\$30.00.

18. Is storage lot at same address as home office? If answer is "NO" please list address of storage lot(s) below.

Yes.

19. Is inside storage available at police department request?

Yes.

20. Each service call received from City dispatcher and cancelled by City before tow and actually performed. Cancellation rate per call.

\$0.00

Year	Make	Model	Type
2006	GMC	5500	Light Duty
2000	Ford	F450	Light Duty
2000	Chevy	3500	Light Duty
1999	Ford	450	Light Duty
2013	Dodge	5500	Light Duty
2015	Dodge	5500	Light Duty
2013	Dodge	5500	Light Duty
2009	Chevy	5500	Light Duty
2013	Pete	379	Heavy Duty
2015	Dodge	5500	Light Duty
2014	Dodge	5500	Light Duty
2014	Dodge	5500	Light Duty
2014	Pete	337	Medium Duty
2012	Kenworth	W9	Heavy Duty
2014	Ford	F550	Light Duty
2014	Dodge	4500	Light Duty
2014	Dodge	5500	Light Duty
2014	Dodge	5500	Light Duty
2014	Dodge	5500	Light Duty
2002	Pete	379	Heavy Duty
2013	Kenworth	T-800	Heavy Duty
2006	Western	Star	Heavy Duty
2012	Dodge	5500	Light Duty
2003	Freightliner	Columbia	Heavy Duty
2008	Landoll	N/A	N/A
2013	Dodge	5500	Light Duty
2014	Dodge	5500	Light Duty
2011	Ford	F650	Light Duty
2013	Dodge	5500	Light Duty
2015	Dodge	5500	Light Duty
2001	Pete	379	Heavy Duty
2014	Dodge	5500	Light Duty

Name	Date of Birth	Experience
James Gresham	12-15-1965	30 Years
Rodney Wilborn	6-8-1975	22 Years
Bryan Dalbey	07-01-1980	15 Years
Garrett Jackman	01-27-1993	2 Years
Daniel Simpson	11-11-1988	3 Years
John Stewart	02-23-1979	9 Years
Edward Baber	03-23-1976	17 Years
Hayden Summer	12-13-1983	15 Years
Joshua Walker	04-13-1988	4 Years
Adam Brennan	09-18-1987	5 Years
Brent Constango	01-10-1986	3 Years
Bradley Trigg	08-26-1996	2 Years
Charles Cosgrove	11-01-1979	7 Years
Earl Wilson	07-15-1976	8 Years
Junior Johnson	11-14-1969	25 Years
Michael Bashem	03-08-1981	11 Years
Shaun Bebout	02-25-1979	20 Years
Timmay McCahn	03-08-1989	5 Years
Michael Nichols	11-14-1980	15 Years
Robert Smith	08-21-1975	20 Years
Kevin Wright	06-09-1975	10 Years
Robert Boehm	10-13-1983	8 Years
Joshua Long	05-05-1983	13 Years
Brian Abbot	08-18-1973	20 Years
Gary Fleming	06-15-1972	23 Years
James Reppy	10-15-1961	23 Years
William Sickman, II	03-18-1971	16 Years
Dennis Keck, Jr.	03-31-1976	6 Years

### **REFERENCES**

1. Nathan Pare', Division Manager-Tow Services Division, City of Kansas City, Missouri, 816-513-0692 (see attached letter of recommendation).
2. Rick Pulbis, Midway Ford, 7601 NE 38<sup>th</sup> Street, Kansas City, Missouri 64161, 816-455-3000.
3. Phil Wright, Wright Automotive, 109 James Street, Smithville, Missouri 64089, 816-532-8982



REPRESENTATIVE  
OF THE CITY OF KANSAS



KANSAS CITY  
MISSOURI

## NEIGHBORHOODS AND HOUSING SERVICES DEPARTMENT

**Tow Services Section**  
7750 E Front Street  
Kansas City, Missouri 64120

(816) 513-0692

October 27, 2015

To Whom It May Concern:

It was brought to my attention that James Gresham with GT Tow was interested in bidding on a contract with your organization. Based upon Mr. Gresham's work ethic and professionalism, I believe that he would be an excellent candidate for this opportunity.

I have worked with Mr. Gresham for over 2 years. He has been a tremendous asset and a valuable component of our team. He has a vast knowledge of department operations. This has allowed him to be able to meet the needs of the department and the community by being flexible and rising to exceed expectations with each assignment that has been given to him.

Mr. Gresham has served the City of Kansas City, Missouri and our citizens well over his tenure as a contractor with the City. He is now in a well-deserved position to look for additional opportunities and challenges.

Please do not hesitate to contact me if you need any additional information.

Thank you,

*Nathan Pare*

Nathan Pare  
Division Manager - Tow Services Section  
Neighborhoods & Housing Services Department  
(816) 513-0692

**AFFIDAVIT AND MEMORANDUM OF UNDERSTANDING**

EXHIBIT 1

STATE OF MISSOURI       )  
  ) ss  
COUNTY OF \_\_\_\_\_)

**AFFIDAVIT**

(As required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:**

Any person performing work or service of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:**

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:**

A person acts knowingly or with knowledge,

- (a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:**

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is James Gresham and I am currently the President of Gresham and Son Transport, Inc. d/b/a GT Tow  
(hereinafter "Contractor"), whose business address is 111 James Street, Smithville, Missouri 64089, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with

the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Smithville Missouri.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

  
[SIGNATURE]

James Gresham

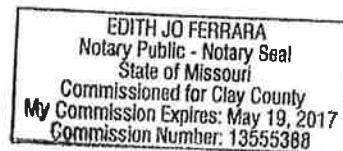
[Printed name], Affiant

Subscribed and sworn to before me this 27<sup>th</sup> day of October, 2015.

  
Notary Public

My Commission Expires: State of  
Missouri

Commissioned in Clay County  
Commission # 13555388



**PLEASE NOTE:**

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division



**Company ID Number: 373093**

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE I**

**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and gresham & son transport inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

**ARTICLE II**

**FUNCTIONS TO BE PERFORMED**

**A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



**Company ID Number: 373093**

North American Industry Classification Systems Code:	484
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1
<b>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</b>	
<ul style="list-style-type: none"><li>MISSOURI 1 site(s)</li></ul>	

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name:	amy j gresham	Fax Number:	(816) 532 - 3624
Telephone Number:	(816) 532 - 8096		
E-mail Address:	agresh8@aol.com		



GRESH-1 OP ID: AK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mike Keith Insurance, Inc. PO Box 388-103 W. Franklin Clinton, MO 64735 Curtis Cooper	<b>CONTACT NAME:</b> Curtis Cooper <b>PHONE (A/C, No, Ext):</b> 660-885-5581 <b>FAX (A/C, No):</b> 660-885-8278 <b>E-MAIL ADDRESS:</b>  														
<b>INSURED</b> Gresham & Son Transport, Inc. 111 James St. Smithville, MO 64089	<table border="1"> <tr> <th data-bbox="792 493 1393 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1393 493 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="792 514 1393 535"><b>INSURER A :</b> National Interstate</td> <td data-bbox="1393 514 1520 535">32620</td> </tr> <tr> <td data-bbox="792 535 1393 556"><b>INSURER B :</b> Carolina Casualty Ins. Co.</td> <td data-bbox="1393 535 1520 556"></td> </tr> <tr> <td data-bbox="792 556 1393 577"><b>INSURER C :</b></td> <td data-bbox="1393 556 1520 577"></td> </tr> <tr> <td data-bbox="792 577 1393 598"><b>INSURER D :</b></td> <td data-bbox="1393 577 1520 598"></td> </tr> <tr> <td data-bbox="792 598 1393 619"><b>INSURER E :</b></td> <td data-bbox="1393 598 1520 619"></td> </tr> <tr> <td data-bbox="792 619 1393 640"><b>INSURER F :</b></td> <td data-bbox="1393 619 1520 640"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A :</b> National Interstate	32620	<b>INSURER B :</b> Carolina Casualty Ins. Co.		<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER E :</b>															
<b>INSURER F :</b>															


**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			TWT4190014-02	11/08/2015	11/08/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>			TWT4190014-02	11/08/2015	11/08/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED RETENTION \$						
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			BNUWC0131715	05/09/2015	05/09/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	A OnHook/Cargo			TWT4190014-02	11/08/2015	11/08/2016	Hook/Carg \$100K-\$300K
	A Garagekeepers			TWT4190014-02	11/08/2015	11/08/2016	Keepers Varies

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is additional insured  
 Garagekeepers: Loc #1 \$300,000; Loc #2 \$100,000 Loc #3 100,000 Comp Ded \$500/\$2500 & Coll ded \$500 On-Hook/Cargo Varies from \$100K to \$300K per unit

<b>CERTIFICATE HOLDER</b>  CITYSMI  The City of Smithville P.O. Box 655 107 W Main St. Smithville, MO 64089	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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