

CITY OF CENTER POINT, ALABAMA
BID PROPOSAL INSTRUCTIONS
BID Number 2021-1
WRECKER SERVICE AND STORAGE

BIDDERS ARE REQUESTED TO RETAIN THESE INSTRUCTIONS, CONDITIONS, AND SPECIFICATIONS FOR FUTURE REFERENCE. THIS DOCUMENT AND ITS ATTACHMENTS WILL BECOME YOUR CONTRACT WITH THE CITY OF CENTER POINT IF YOU ARE THE SUCCESSFUL BIDDER.

I. GENERAL INFORMATION

- A. All bidders must use our form for submitting their bid. All bid responses must be typed or written in ink. No faxed responses will be accepted.
- B. All bids must be sealed and marked "**BID FOR WRECKER SERVICE AND STORAGE**" with bid number (2021-1), opening time, and date. If you are submitting a "**NO BID**", please indicate this information on the outside of the envelope.
- C. Late bids will not be opened.
- D. Bids will not include state sales tax or federal excise tax. The City is sales tax exempt.
- E. Records showing successful bidder and prices quoted will be placed on file and may be examined upon request. If the contract is awarded to someone other than the lowest bidder, a note of explanation will appear in the bid file.
- F. The City of Center Point may not award on the basis of the low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery, terms of payment, transportation, dates of delivery, past service, and experience are among the factors that may be considered in determining the responsible bidder.
- G. Scope: The work included consists of furnishing requested equipment and services as per specifications.
- H. Terms of Bid: Bids shall be submitted on proposal forms furnished in this specification or copies thereof. Proposal form is to be completed in its entirety. Bidders are to indicate manufacturer and delivery times in the proposal.
Prices shown include delivery at the location stipulated.
- I. Guarantee: The successful bidder shall replace any materials proved to be defective (except when it is clearly shown that the defects are caused by misuse and not by faulty manufacture) immediately upon notification.

II. DISQUALIFICATION OF BIDS

- Bids may be disqualified before the awarding of the contract for any of the following:
- A. Failure to mark envelope as required. (See General Information I-B);
 - B. Failure to sign or notarize the bid document;
 - C. Failure to include requested information or other details of the bid;

- D. Excessive errors in calculating prices or totals;
- E. Failure to include bid bond, if applicable.

III. METHOD OF AWARD

- A. The award will be made to the lowest responsible bidder meeting product specifications. That bidder will then be responsible for furnishing all materials requested by the City of Center Point.
- B. In the event the low bidder refuses to accept the entire requirements without deviation, his bid will then be considered non-respondent. After refusal by the first bidder, the bid may be awarded to the next lowest bidder.

Failure to deliver as specified and in accordance with the bid submitted, including promised delivery, will constitute sufficient grounds for cancellation of the contract at the option of the City of Center Point and forfeiture of performance bond, if applicable.

- C. The City of Center Point may award the bid in any manner that is in the best interest of the City of Center Point.
- D. The City of Center Point reserves the right to purchase any item from the Alabama State bid contract.

IV. CONTRACT PERIOD

This contract is for a period of one (1) year from date of award. The City has the option to extend the contract for two (2) additional years, renewed annually, upon mutual agreement.

V. PRICING

- A. Prices are not to exceed four decimal places (i.e., \$1.2525). Prices quoted must remain firm for the entire period of the contract.
- B. In the event of a delay in awarding the bid, bid price remains firm for ninety (90) days from date of bid opening.

VI. QUANTITY AND QUALITY

- A. It is the City of Center Point's intent to require towing and vehicle storage services as specified throughout the contract period.
- B. The City of Center Point reserves the right to make quality inspections by means determined by the City.

VII. DELIVERY

Failure to complete as specified and in accordance with the bid submitted, including promised date, will constitute sufficient grounds for cancellation of the order at the option of the City of Center Point.

VIII. SPECIFICATIONS

- A. Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the quality of materials, products, and service best adapted to the City's intended use.
- B. List alternate equal and/or specify brand name.
- C. Products must meet the general standards outlined in attached specification particular to each product.
- D. Exceptions to specifications should be listed on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS".

ALL VENDORS MUST USE THE ATTACHED BID DOCUMENT(S).

IX. TAXES

The City of Center Point is tax exempt from all sales tax. This statement in no way is to be construed as relieving a seller or contractor of paying appropriate taxes.

X. CONDITIONS

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose of which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of the City of Center Point.

The City of Center Point will provide the successful bidder with purchase orders.

XI. BONDS/INSURANCE

- A. Insurance - The Contractor shall not perform any work related to the project until he obtains, at this own expense, all necessary insurance; and the Contractor shall not conduct any operations on the project or associated with the project, whether such operations be by himself, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, unless such operations are covered by the specified insurance. The insurance coverage shall be maintained throughout the full period of the Contract. Any insurance pertaining to adequacy of performance shall be in full force and effect after completion of the project for the full guarantee period.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Owner.

Nothing contained in these insurance requirements is to be construed as limiting the Contractor's responsibility for any and all damages resulting from his operations under this Contract.

The categories of insurance that the Contractor shall be required to obtain and maintain for the full length of the Contract are as follows:

Commercial General Liability

\$1,000,000 each occurrence; (including XCU coverage and completed operations)

Commercial Automobile Liability Insurance

CSL \$1,000,000 (including owned, non-owned and hired) each occurrence

Garage Keepers Legal Liability

\$300,000 (while in the care, custody and control of the Company against the perils of fire, theft, explosion and collision, subject to \$100 deductible)

Workers Compensation and Employers Liability Insurance

Shall be in strict accordance with the requirements of the applicable Worker's Compensation Laws of the state of Alabama. The insurance shall cover all the Contractor's employees, employed or associated with the project; and where any part of the work is subcontracted, the Contractor shall require the subcontractor to provide similar Worker's Compensation and Employer's Liability Insurance for all employees of the subcontractor, unless such employees are covered by the protection provided by the Contractor. Should any employee engaged in hazardous work under this Contract not be protected under the Worker's Compensation Statute, the Contractor shall provide, and shall require all applicable subcontractors to provide, adequate coverage for the protection of all employees on the project not otherwise protected under applicable provisions of the Statutes relating to Worker's Compensation and Employer's Liability Insurance. Required limits of coverage are as follows:

Worker's Compensation: Statutory
Employers Liability: \$1,000,000 each accident
\$1,000,000 disease policy limit, and
\$1,000,000 disease each employee

UMBRELLA INSURANCE: \$4,000,000 over General Liability, Auto Liability and Coverage "B" of Worker's Compensation.

Insofar as said insurance protection against liability for damages to a third party for personal injury, death and property damage, such liability insurance coverage shall also extend to damage, destruction and injury to City owned or leased property and City personnel caused by, or resulting from, work, acts, operations or omissions of the Company, its officers, agents, employees or independent contractors.

THE OWNER AS INSURED: The Owner shall also be an additional insured in all insurance policies provided by the Contractor for the protection of the Contractor and all subcontractors.

INDEMNIFICATION: The Contractor agrees to indemnify, defend and hold harmless the City of Center Point, Alabama, and its officers, agents, employees, and boards, against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of the Contractor, and Contractor's officers, agents and employees, in performance of this contract.

WAIVER OF SUBROGATION: The Contractor waives all subrogation rights against the

Owner/City for all claims or actions covered by the Contractor's Commercial General Liability coverage, Automobile coverage, and Worker's Compensation coverage.

XII. CITY OF CENTER POINT GENERAL CONDITIONS

Successful bidders shall obtain, if applicable, City of Center Point and all necessary licenses and/or permits required by local and state law prior to issuance of purchase order for said items/services.

Each item must be quoted, or bid may be disqualified. Brand names are for evaluation purposes only.

By signing the Request for Bid Form, the bidder certifies that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition with this proposal submitted to the City of Center Point. The bidder also agrees to meet all the Conditions and Specifications set forth above.

Any questions regarding this Bid should be directed to:

Mrs. Tameeka Vann
City Clerk
(205) 854-4460
cityclerk@centerpointal.org

CITY OF CENTER POINT, ALABAMA
BID NUMBER 2021-1
WRECKER SERVICE AND STORAGE
SPECIFICATIONS / CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Center Point, Alabama, a municipal corporation (hereinafter referred to as the City) and _____, an Alabama corporation (hereinafter referred to as the Company).

WITNESSETH:

For and in consideration of the mutual covenants and benefits herein contained, the parties mutually agree to the following terms and conditions.

Section 1. TERM. The term of this Contract shall commence on _____ and shall expire on _____. This contract may be renewed annually on the anniversary date for two (2) additionally consecutive years. The provisions of this Contract shall apply during and for such term, unless sooner terminated as herein provided.

Section 2. EXCLUSIVE TOWING RIGHT GIVEN. During the term of this Contract and except as otherwise agreed upon herein, the Company shall have the exclusive right and privilege of transporting all automobiles and other vehicles, which are removed from streets by any police officer of the City under the authority of the *Municipal Code of the City of Center Point, Alabama* and the *Code of Alabama*. The provisions of the *Municipal Code of the City of Center Point, Alabama* and the *Code of Alabama* are incorporated herein and made a part hereof by reference as if fully set forth herein.

Section 3. COMPANY REQUIREMENTS.

A. During the term of this Contract, the Company shall maintain the following:

- (1) A fenced-in storage area at one location within the City limits and within a four (4) mile radius, by closest driving route, of 2209 Center Point Parkway, Center Point, Alabama 35215, consisting of at least 10,000 square feet of storage space suitable for the safekeeping of all vehicles in the Company's possession pursuant to this Contract. All vehicles stored at the request of the City will be stored at the property described above.
- (2) A storage room or building large enough to contain at least two (1) standard size automobiles located within the storage area or building for the exclusive use of the City for vehicles stored under this Contract. The storage area or building must be heated, air conditioned and large enough for members of the Law Enforcement to walk freely around such vehicles. It shall also contain equipment or facilities so as to enable the individual vehicles to be mechanically lifted for inspection underneath.
- (3) A facility (located at or near the gate to the storage area) to shelter guards for the lot and visitors to the lot.

B. The Company shall provide and maintain at all times (day and night, including Sundays and holidays) the following.

- (1) Not less than two (1) tow-in wreckers, each equipped with radios able to send and receive transmissions anywhere within the City

- (2) Two (1) flat-bed wreckers
 - (3) Two (1) 35-ton vehicles for the proper handling of commercial vehicles, including 18-wheel truck
 - (4) Adequate space for storage of all vehicles for the City as herein required. The Company shall keep all vehicles stored for the City separate or segregated from all other stored vehicles. All vehicles stored pursuant to this Contract shall be placed in such a manner that there is adequate space for a person to be able to walk freely around each vehicle. The Company may place and store other vehicles within the Company's paved, fenced storage area provided that there is at all times proper and sufficient space available for storage of vehicles for the City as herein required.
 - (5) At least one person physically located at or near the entrance(s) of the storage area and authorized by the Company, in accordance with instruction and regulations of the City's Mayor and /or Chief of Police, to control and limit the ingress and egress of all persons into and from the storage area.
- C. At the direction of the City, the Company shall hold an auction sale at such times and under such requirements as imposed by law. Upon notice of an auction sale to be held by the Company of vehicles impounded hereunder, the Company shall assemble in one location all such vehicles to be sold as directed by the City and shall conduct such sale as required under the terms of this Contract and according to the *Code of Alabama*. Additionally, such location for sale shall be advertised by the Company and printed in notification letters as required by the *Code of Alabama*.
 - D. All vehicles impounded and stored hereunder shall be kept by the Company in the storage area for a period of up to sixty (60) days following the expiration, cancellation or termination of this Contract at the charges or fees herein provided for. Upon the expiration of this sixty (60) day time period, the Company shall dispose of such vehicles in accordance with the terms of this contract and as allowed by law.
 - E. All drivers used in the performance of this Contract shall be trained to the awareness and operations level in regard to hazardous materials according to the applicable state and federal regulations, including but not limited to, Occupational Safety and Health Administration (OSHA) and Alabama Department of Environmental Management (ADEM) rules and regulations. All drivers used in the performance of this contract must also be trained in airbag recovery procedures for tractor trailers and other large vehicles and must be provided equipment for such airbag usage at accident and emergency scenes.
 - F. The Company shall abide by all federal, state, county and municipal rules and regulations relating to accident clean-ups.
 - G. The City reserves the right to use any wrecker service it deems necessary to control emergency situations as determined at the discretion of the City and its agents and employees if the Company cannot immediately fulfill the City's request for assistance.

Section 4. RESPONSE TIME. Promptly upon receiving a request from any police officer of the City, the Company shall safely transport any automobile or other vehicle taken into custody by a police officer of the City to the Company's storage area. The average response time by Company shall be no more than twenty (20) minutes from the time

that the Company is contacted by a representative of the City of Center Point. The maximum response time by Company shall be no more than forty (40) minutes from the time that the Company is contacted by a representative of the City of Center Point. Situations may occur where vehicles may have to be towed from outside the City of Center Point limits and its police jurisdiction. In these situations, the response time may be adjusted accordingly at the discretion of the City.

Section 5. PROTECTION OF VEHICLES TOWED AND DAMAGE THERETO.

- A. The service undertaken by the Company under this Contract shall include, among other things, the pick-up and tow-in of vehicles and the provision of tires, dollies and other equipment necessary to protect both towed vehicles and the streets from injury or damage. The Company shall exercise the highest degree of diligence and care in the moving of vehicles to storage and in the storage thereof so as to prevent injury or damage to such vehicles, or any part(s) thereof. The Company shall be solely liable for any vehicle loss, injury or damage resulting from the moving and storage of vehicles under the terms of this contract.
- B. The Company shall notify the City in writing within eighteen (18) hours of any injury and/or damage to or loss of any vehicle while such vehicle was in the possession or under the control of the Company under the terms of this Contract. Such written notification shall state the nature, extent and circumstances of such injury, damage or loss and provide photographs to evidence such injury, damage or loss.

Section 6. INDEMNIFICATION. LIABILITY INSURANCE.

- A. The City shall not be liable to the Company or to any other person(s) for any acts or omissions of the Company, its agents, servants, employees and/or independent contractors.
- B. The Company will indemnify and hold the City harmless from and against all claims, demands, and liability (statutory or otherwise) of any kind or nature for injury, loss or damage arising out of the Company's and/or its subcontractors' performance of the work contemplated hereunder, whether or not occasioned by the Company's or any subcontractor's negligence. The Company will defend the City at the Company's expense against any such action and will pay all of City's attorney's fees, court costs, and other expenses arising from such representation.
- C. The Company covenants that the Company, and its agents, servants, employees and independent contractors will use due care and diligence in all activities and operations conducted as a result of this Contract.
- D. The Company hereby agrees to indemnify the City for all damages to the property of the City (real or personal) which is caused by any act or omission on the part of the Company and/or its agents, servants, employees or independent contracts, except to the extent that such damages are covered by the proceeds received by the City from insurance provided by the Company to the City under the provisions of this Contract.
- E. The Company agrees to pay on behalf of the City of Center Point any and all sums which the City of Center Point shall become obligated to pay by reason of liability imposed by law upon the City for damages (1) for bodily injury (including, but not limited to, damages for care or loss of service); (2) for death resulting at any time from bodily injury; and/or (3) for injury to, or destruction of, real and/or property (including, but not limited to, the loss of use thereof); which may be caused by, or result from, any activities, omissions or operations of the Company, its agents, servants,

employees or independent contractors in furtherance of this Contract. The Company shall pay and satisfy any and all judgments establishing the liability of the City in actions defended by the Company pursuant to this section. The Company shall (1) investigate, or cause to be investigated, any and all accidents and occurrences involving such injuries described in this section; (2) negotiate, or cause to be negotiated, all claims made as may be deemed expedient by the Company; (3) defend, or cause to be defended all suits for damages, even if groundless, false or fraudulent, brought on account of such injuries or damages, in the name and on behalf of the City; and (4) pay, or cause to be paid, all costs taxed against the City in any legal proceeding defended, or caused to be defended, by the Company aforesaid, together with interest to the date of payment by the Company, and all premiums charged upon appeal bonds required in such legal proceedings, and all expenses incurred by the Company for investigation, negotiation, and defense, including attorney's fees. The City shall have the right, at its election, to participate in any such legal actions.

- F. The City will advise the Company promptly of any injuries or damages upon receipt of written notice thereof and will forward to the Company every demand, notice, summons or other process received by the City regarding such.
- G. Nothing in this section shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting or enforcing any claim or legal liability against the City under state law.
- H. During the term of this Contract, the Company shall carry liability insurance coverage, with limits of liability as hereinafter stated. However, the carrying of such insurance coverage shall not relieve the Company of any of its obligations under this Contract. The Company shall, without expense to the City, and upon commencement of the term thereof, obtain and cause to be kept in force under policies of insurance and endorsements thereto, Commercial General Liability, Commercial Auto Liability, Garage Liability, including Hook coverage, Garage Keepers Legal Liability and Workers Compensation/Employers Liability in an amount not less than the following:

Commercial General Liability

\$1,000,000 each occurrence; (including XCU coverage and completed operations)

Commercial Automobile Liability Insurance

CSL \$1,000,000 (including owned, non-owned and hired) each occurrence

Garage Keepers Legal Liability

\$300,000 (while in the care, custody and control of the Company against the perils of fire, theft, explosion and collision, subject to \$100 deductible)

Workers Compensation and Employers Liability Coverage

1,000,000/\$1,000,000/\$1,000,000 The Company shall carry Worker's Compensation to comply with the statutory provisions of the State of Alabama.

Umbrella Insurance

\$4,000,000 over General Liability, Auto Liability and Coverage "B" of Worker's Compensation.

Insofar as said insurance provided protection against liability for damages to a third party for personal injury, death and property damage, such liability insurance coverage shall also extend to damage, destruction and injury to City owned or leased property and City personnel caused by, or resulting from, work, acts, operations or omissions of the Company, its officers, agents, employees or independent contractors.

All such insurance coverage shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama. Such policy or policies shall be approved by the City Clerk of the City in writing and shall name the City as a named or additional insured under such policy or policies. The Company shall cause a certificate or certificates of insurance to be furnished, in duplicate, to the City Clerk and to the Risk Management Department of the City of Center Point evidencing all such insurance coverage. The Company will give the City Clerk not less than thirty (30) days notice in writing prior to the cancellation or change of coverage provided by said policies.

In the event that the City Clerk is notified that any of the coverage required herein is to be canceled or changed in such a manner as not to comply with the requirements of this Contract, the Company shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City Clerk with certificates evidencing the reestablishment of the insurance coverage required hereby. The lack of any insurance coverage described in this section shall constitute a default by Company of the terms of this Contract.

Section 7. RELEASE OF VEHICLES. The Company shall release and deliver vehicles covered by this Contract pursuant to written directions of the Mayor and/or the Chief of Police of the City or specified members of the Police Department designated by the Chief in writing. All correspondence concerning the release of vehicles between the Company and the Police Department must be conducted via email. The Company shall not release or deliver any such vehicle, except upon such written directions, unless compelled to do so by a valid order of a court of competent jurisdiction. The Company shall immediately notify the City of each step in a judicial proceeding instituted against the Company to recover possession of any such automobile or vehicle. The City, at its election, shall have the right to defend against any such proceeding.

Section 8. AUCTION OF VEHICLES. The Company shall provide adequate space for the assembly of vehicles for auction and shall assemble the same for said purpose as and when said vehicles are not claimed by their owners and are deemed abandoned pursuant to the laws of the State of Alabama. If an auctioned vehicle brings an amount more than the charges, the money will be paid into the probate court in the name of the City of Center Point pursuant to the laws of the State of Alabama. The City agrees to assist the Company in determining the names and addresses of the owners, secured parties and lien holders of abandoned vehicles by mailing out the MVT32-13 forms at no expense to the City. Any and all postage and/or other charges associated with the mailing of said forms shall be paid by the Company. Such auction shall be held in accordance with state and local laws.

Section 9. EXCEPTIONAL RECOVERY CHARGES. Exceptional recovery charges involving extraordinary use of extra equipment and manpower in the preparation for, and towing of, wrecked semi-trailers or any other extraordinary towing situations are not covered by this Agreement, but will be agreed upon between the City and Company on a case by case basis due to the difficulty, if not impossibility, of determining the need for and the nature and extent of exceptional recovery services by the City. It is agreed by Company that such

exceptional recovery charges shall be reasonable and in accordance with those charges customarily charged in the industry for such recoveries.

Section 10. CHARGES FOR STORAGE AND TOWING. On impounded vehicles which are later claimed by their owner and except as set forth in Sections 11 and 14 of this Agreement, the Company shall charge the owner all applicable fees as determined by the successful bidder's pricing.

However, the Company shall not charge such fees for storage and towing to owners whose vehicles are impounded by the City due to a criminal event or a significant incident as deemed by the Mayor and/or the Chief of Police or his representative (Captain and/or Asst. Chief). The owner must claim the vehicle from the Company within seventy-two (72) hours from the point of notification of release to such owner by the City. The seventy-two (72) hour notification period begins when such owner is notified by telephone or in person that the owner's car has been released. If such owner claims the vehicle more than seventy-two (72) hours from notification as described herein, then the Company may charge the owner for all fees described in the paragraph above. In addition, when any vehicle is moved and a dolly or other special equipment is required to prevent damage to such vehicle, the Company shall provide such dolly or other special equipment and use same when moving such vehicle. Upon claiming the vehicle, the owner shall then be charged the amount as quoted on bid document by the Company for the use of such dolly or other special equipment for each such vehicle so moved using such dolly or other special equipment.

The compensation to be paid herein to the Company pursuant to this Contract, includes, but is not limited to, the following: the pick-up of vehicles, the tow-in of vehicles to storage, the storage of vehicles, the assembly of vehicles for auction, the inflation of tires when needed to facilitate the removal of a vehicle which is claimed by its owner, the making of reports and the furnishing of all materials, personnel, instrumentalities and facilities for performance of the Company's duties under this Contract.

Section 11. CITY SEIZED VEHICLES. Storage fees and towing charges shall be charged by the Company to the City for towing and/or storage of vehicles seized under state and/or federal law at the rates as quoted this bid document. Charges for vehicles over 10,000 GVW may be negotiated on a per incident basis at a rate agreed upon by both the City and the company. The Company may charge any other law enforcement agency (federal, state or local) assisting the City of Center Point in any such seizure according to existing contracts with said agencies at the time the seized vehicles is taken into custody of said agency.

Storage fees shall be charged by the Company to the City for the storage of vehicles seized at the rate per day as quoted on Bid Proposal Form.

The Company shall maintain all City seized vehicles in good working order. Such maintenance shall include, but not be limited to, (a) the starting of the engines of all such vehicles at least one (1) time per week during the time that the vehicle is stored by Company and (b) the moving of such vehicles forward at least ten (10) feet at least one (1) time per week during the time that the vehicle is stored by Company in order to maintain engine integrity and workability. Company shall be solely responsible for any loss, injury or damage to any vehicle incurred by the failure of Company to maintain such vehicles as agreed upon herein. Company agrees to reimburse City for any and all loss or damage that it might incur due to Company's failure to maintain a seized vehicle.

Section 12. CITIZEN REQUEST. Any qualified wrecker company (a company licensed to do business in the City of Center Point) requested by a citizen of the City will be called to an accident scene or other emergency scene by the Police Radio Dispatcher. In the event that the

citizen has no preference, the Company will be called. In the event any qualified wrecker company required by a citizen is unable to respond in situations where traffic is impeded or other such emergency exists in an expeditious manner, the Company will be called.

Section 13. REPORTS TO BE FURNISHED BY COMPANY TO THE CITY. In accordance with instructions received from the City Clerk, or the Chief of Police, the Company shall furnish the City Clerk, Chief of Police or their duly designated representatives, daily and monthly reports upon forms furnished by the City. The City Clerk, Chief of Police, or their agent, shall have the right to inspect during the usual hours of business on any day except legal holidays any of the Company's records required to be kept under the terms of this Contract.

Section 14. TOWING SERVICE FOR CITY-OWNED VEHICLES OR EQUIPMENT. Upon the call of any person in possession or control of an automobile or vehicle owned by the City (under 10,000 GVW), the Company agrees that the Company will furnish prompt wrecker service to such vehicle at any point of pick-up within or without the corporate limits or police jurisdiction of the City and transfer said automobile or vehicle to any City-owned facility as directed by such person **at no charge**. Any City-owned vehicle picked up by Company outside the city limits will be charged the rate quoted on bid documents. The Company will charge the City for towing large City-owned vehicles (over 10,000 GVW) within city limits at the rate quoted on bid documents.

Section 15. TERMINATION OF CONTRACT. This Contract shall expire as of _____ provided, however, the City, at its option, may terminate this Contract upon forty-eight (48) hours written notice upon breach or default by the Company of any of the terms, conditions or provisions set forth herein, unless such breach or default by the Company shall be corrected or removed before the expiration of such forty-eight (48) hour period.

Section 16. NOTICE. Any notice required to be given or served upon the Company shall be deemed sufficient when delivered to the Company at its place of business at 2209 Center Point, Center Point, AL 35215, or such other address as the Company may specify in writing to the City Clerk. Any notices or documentation required to be provided to the City shall be deemed sufficient if given to Tameeka Vann, City Clerk, 2209 Center Point, Center Point, Alabama 35215.

IN WITNESS WHEREOF, the aforesaid parties have hereunto set their signatures on this ____ day of _____, 20__.

ATTEST:

Tameeka Vann
CITY CLERK

CITY OF CENTER POINT, ALABAMA

By: _____

Its: _____
Mayor

ATTEST:

Company

By: _____

SECRETARY

Its: _____

CITY OF CENTER POINT, ALABAMA
BID NUMBER 2021
WRECKER SERVICE AND STORAGE
BID PROPOSAL FORM

CHARGES TO THE OWNER OF THE VEHICLE:

Vehicles Claimed by Owner

Towing:

- 1) Small Vehicles (under 10,000 GVW) \$_____per tow
- 2) Large Vehicles (over 10,000 GVW) \$_____per tow
- 3) Additional Charges required for dolly \$_____per tow
- 4) Charge per mile for towing from outside City limits:
 - small vehicles \$_____per mile per tow
 - large vehicles \$_____per mile per tow

Impounded (in storage) Vehicles Later Claimed by Owner

Storage Charges:

- 5) Small Vehicles (under 10,000 GVW) \$_____per calendar day
- 6) Large Vehicles (over 10,000 GVW) \$_____per calendar day

CHARGES TO THE CITY OF CENTER POINT:

Seized (in storage) Vehicles

Storage Charges: \$_____per calendar

day City owned vehicles **-Under 10,000 GVW no towing charge** **No towing charge**

7) Over 10,000 GVW – large vehicles \$_____per tow

8) City owned vehicles (towed from outside City limits)-
Charge to remove drive shaft if necessary \$_____
Small vehicles \$_____per tow and \$_____
per mile after 10 miles per tow
Large vehicles \$_____per tow & \$_____per
mile after 10 miles per tow

BID COMPANY: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

CITY OF CENTER POINT, ALABAMA
BID PROPOSAL INSTRUCTIONS
BID Number _____
WRECKER SERVICE AND STORAGE

BID COMPANY: _____

ADDRESS: _____
Street City State Zip

TELEPHONE (____) _____ - _____ FAX (____) _____ - _____

CONTACT PERSON _____ CELL: _____

EMAIL ADDRESS _____

OFFICIAL BIDDER NAME: _____
(please print)

OFFICIAL BIDDER SIGNATURE: _____ DATE _____

NOTARY: _____ DATE _____

My Commission Expires: _____

{SEAL}