

VILLAGE OF HOFFMAN ESTATES, ILLINOIS

INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Submitting of a bid is assumption that vendor has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **FORMS** - Bid forms are attached. All bids must be submitted on the **BID PROPOSAL FORM** provided, complete and intact, properly signed in ink in the proper spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, Illinois 60169, prior to the bid opening date and time.

Bids must be identified as such on the outside of the sealed envelope. This can be done by label as may be provided by the agency or by marking the envelope '**SEALED BID**' and with the following information: Company's name, address, item bid, date and time of opening.

2. **ALTERNATE MULTIPLE BIDS/SPECIFICATIONS** - The specifications describe the supplies and/or service which the Village feels are necessary to meet the performance requirements of the Village. It is not the desire or the intent to eliminate or exclude any bidder from bidding because of minor deviations, alternates, or changes.

Bidders desiring to bid on items which deviate from these specifications, but which they believe are equivalent, are requested to submit alternate bids. However, **ALTERNATE BIDS MUST BE CLEARLY INDICATED AS SUCH, AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED.** The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc., shall be referred to that individual so referenced in the Specification section. Vendors wishing to submit a secondary bid must submit it as an alternate bid. Only one bid per envelope.

The Village shall be the sole and final judge unequivocally as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm or corporation.

3. **RECEIVING OF BIDS** - Bids received prior to the time of opening will be securely kept, unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will be attached to the Village Clerk or the Village for the premature or non-opening of a bid not properly addressed and identified, except as otherwise provided by law.

LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the bidder's responsibility for timely delivery regardless of the methods used. Mailed bids which are delivered after the specified hour will not be accepted regardless of post marked time on the envelope.

4. **BIDS BY FAX** - Bids must be submitted on the original forms provided by the Village, completely intact as issued. Facsimile machine transmitted bids will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of a facsimile machine.
5. **ERROR IN BIDS** - When an error is made in extending total prices, the unit bid price will govern. Otherwise, the bidder is not relieved from errors in bid preparation. Erasures in bids must be explained over signature of bidder.
6. **WITHDRAWAL OF BIDS** - A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Village Clerk prior to the specified time of opening. After the opening, the bidder cannot withdraw or cancel his bid for a period of forty-five (45) calendar days, or such longer time as stated in the bid documents.
7. **CONSIDERATION OF BID** - No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village or had failed to perform faith-fully any previous contract with the Village.

The bidder, if requested, shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

8. **PRICES** - Unit prices shall be shown for each unit on which there is a bid, and shall include all packing, crating, freight, and shipping charges, and cost of unloading at the destination unless otherwise stated in the bid.

Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Village will supply the successful bidder with its tax exemption number.

Cash discounts will not be considered in determining overall price, but may be used in an overall evaluation.

9. **AWARD OR REJECTION** - The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village. Any bid submitted will be binding for forty-five (45) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or service to be furnished in accordance with the bid. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the bidder.

ANY EXCEPTIONS NOT TAKEN BY THE BIDDER SHALL BE ASSUMED BY THE VILLAGE TO BE INCLUDED.

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept the bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

10. **PAYMENT** - Payment will be made within thirty (30) days after acceptance of the job by the Village agent after the completion of the work as covered within the contract documents.
11. **REQUIREMENTS OF BIDDER** - The successful bidder shall, within ten (10) days after notification of the award: (a) enter into a contract in writing with the Village covering all matters and things as are set forth in the specifications and his bid; (b) carry insurance acceptable to the Village, covering public liability, property damage and workers' compensation.
12. **COMPLIANCE WITH ALL LAWS** - All work under the contract must be executed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.
13. **CONTRACT ALTERATIONS** - No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or his authorized agent.
14. **NOTICES** - All notices required by the contract shall be given in writing.
15. **NON-ASSIGNABILITY** - The contractor shall not assign the contract, or any part thereof, to any other person, firm or corporation without the previous written consent of the Village Manager. Such assignment shall not relieve the contractor from his obligations, or change the terms of the contract.
16. **INDEMNITY** - The contractor shall indemnify and save harmless the Village, its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense the Village may suffer as a result of claims,

demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of contractor under this contract, including operations of subcontractors; and the contractor shall, at his own expense, appear, defend and pay all fees of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at his own expense, satisfy and discharge same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

17. **EQUAL EMPLOYMENT OPPORTUNITY** - During the performance of the contract and/or supplying of materials, equipment and supplies, bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.
18. **REQUIRED INSURANCE** - In submission of a bid, the bidder is certifying that he has all insurance coverage required by law or would normally be expected for bidder's type of business. In addition, the bidder is certifying that he has at least the following insurance coverage:

<u>Type of Insurance</u>	<u>Each Occurrence</u>	<u>Liability Limits</u>
		<u>Aggregate</u>
GARAGE LIABILITY:	\$1,000,000	\$2,000,000
GARAGEKEEPERS LIABILITY:	\$1,000,000	\$2,000,000
GENERAL LIABILITY:		
Bodily Injury	\$500,000	\$1,000,000
Property Damage	\$500,000	\$1,000,000
Contractual Insurance- Broad Form	\$500,000	\$1,000,000
AUTOMOBILE LIABILITY:		
Bodily Injury	\$500,000	\$1,000,000
Property Damage	\$500,000	\$1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

**WORKERS' COMPENSATION &
OCCUPATIONAL DISEASES:** Statutory for Illinois

NOTE: The specifications may require higher limits or additional types of insurance coverage than shown above and the contractor may be required to furnish a certificate of proof of insurance coverage.

The bidder further agrees to indemnify the Village and save it "harmless" against and from all loss, damage, expense, liability or claim of liability arising out of the performance of the contractor, any subcontractors or his employees in connection with the contract. If subcontractors are employed, the same general guidelines are to apply to the subcontractor as the contractor. The bidder agrees to grant the Village an "additionally insured" status on all applicable insurance policies and said policies will not be cancelled unless the Village is provided a thirty (30) day written notice. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor's responsibilities for payment of damages resulting from his operations under this agreement.

19. **BID/PERFORMANCE BOND** - A bond may be required. When it is required, it will be so stated in the Special Provisions portion of the bid package, along with the amount required. In all cases where a deposit is required, the deposit is to be in the form of a certified check or a bank cashier's check. All bid deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid deposit check of the successful bidder will be retained until the goods or services have been received or completed and found to be in compliance with the specification.
20. **ACCEPTANCE** - After the acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, including the specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.
21. **DEFAULT** - The Village may terminate a contract by written notice of default to the Contractor if:
 - a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal, or
 - b. Fails to make progress so as to endanger performance of the contract, or
 - c. Fails to provide or maintain in full force and effect, the liability and indemnification coverage or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the contractor.

- 22. **SPECIAL CONDITIONS** - Wherever special conditions are written into the Specifications or Special Provisions which are in conflict with conditions stated in these Instructions to Bidders, the conditions stated in the Specifications or Special Provisions shall take precedence.
- 23. **PERMITS AND LICENSES** - The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract.
- 24. **BID RIGGING/ROTATING** - Illinois State Law Article 33 E-6 and 33 E-9 states it is unlawful to participate in bid rigging and/or rotating. State law further states it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures.

Therefore, the undersigned hereby certifies that the bidder is not barred from bidding on the contract as a result of a violation of State Law 33 E-6 and 33 E-9, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contested in accordance with the procedures established by the appropriate revenue act. IT IS NECESSARY THAT THIS BE DONE UNDER OATH; THEREFORE, THIS FORM MUST BE NOTARIZED.

Bidder _____

Address _____

Authorized Person _____

Authorized Signature _____

Title: _____

Date _____

Authorized Person _____

Authorized Signature _____

Title _____

Date _____

Notary _____

Seal

PROPOSAL CONTENT

Vendor shall prepare his Proposal in accordance with the following instructions. **Failure to supply all information as detailed below will result in rejection of the Proposal.** The information set forth in the submission will be used as a basis for an award. Vendor should submit his best terms and conditions because an award may be made solely on this Proposal.

Service Description

Vendor will set forth in concise language a description of the service or services he proposes, and how it will meet the requirements and specifications set forth in the Contract Documents.

Equipment List

Each and every major piece of equipment or vehicle, which will be used to provide the towing service shall be listed by model, make, size, weight, and capacity. The Vendor shall also provide a description of any storage facilities, their location, and the storage capacity available for the Service Proposal.

Subcontractor List

The Vendor shall provide a list of all subcontractors, if any, that he will utilize in the performance of the Contract.

Service Personnel

The Vendor shall insure that all employees engaged in towing operations possess a valid Illinois operator's license for such operations.

Contract Award

A contract award may be made without further discussion with any Vendor. Vendor must state his most favorable terms. Equipment and features which the Vendor states "can" or "may" will be evaluated in a less favorable light than the Vendor who states said equipment and features as "will" and "shall."

GENERAL SPECIFICATIONS AND SERVICE REQUIREMENTS

Availability and Response

The Service Proposal shall include twenty-four hours a day, seven days a week response to calls for emergency towing service at Village request. It is understood that all decisions of the Village with respect to request for service will be based on need and necessity. The Contractor will ensure that such request for service will be responded to within twenty (20) minutes from the time the call was placed in no less than 90% of all such calls. If the Contractor is unable to respond within the twenty (20) minutes from the time they are contacted, the police dispatcher shall be immediately notified by the Contractor. It is expected that response times will be less when personnel are on duty. Priority shall be given to police requests for tows.

Vehicle Storage

The Service Proposal shall require that all vehicles towed or impounded shall be stored in a fully fenced and secured area. Storage shall be sufficient to store 80 passenger cars or equivalent, including storage for motorcycles and light trucks.

Vehicle Release

The Service Proposal shall provide for vehicle releases to the vehicle owner or his representative from 8:00 a.m. to 5:00 p.m. (at a minimum), Monday through Saturday, excluding holidays. All vehicles shall be released according to Police Department policy. Contractor shall provide an answering machine or equivalent to receive messages from individuals revealing their intentions to claim a vehicle. Contractor shall accept all major credit cards for charges up to \$300.00.

No Charge for Village Vehicles

There will be no charge of any kind for providing towing service and / or service calls to disabled Village or Police Department owned or leased vehicles, including vehicles with a GVW of up to 50,000 lbs., within a 10-mile radius of the Village limits. Such calls may include, but are not limited to, the changing of flat tires and jump-starting of stalled vehicles. Service for Village-owned vehicles is expected to be furnished on a twenty-four (24) hour a day basis.

**GENERAL SPECIFICATIONS AND SERVICE REQUIREMENTS
(Continued – Page Two)**

Abandoned Vehicles & Administrative Tow Program Vehicles

The Police Department may authorize the removal of abandoned or junk vehicles from public and private property. The Police Department will also impound vehicles pursuant to the Administrative Tow Program. There will be no charge made to the Village for removing and storage of these vehicles. The contractor may, however, recoup certain expenses at a later date by disposing of eligible vehicles, pursuant to Section 4-201 through 4-214 of the Illinois Vehicle Code (625 ILCS 5/4-201 through 4-214) and the applicable provisions of the Hoffman Estates Municipal Code, provided however, that the Contractor shall have first mailed all notices required there-under by Certified Mail, Return Receipt Requested and forwarded copies of these notices to the Police Department. The towing company will file a written report on the first day of each month with the Hoffman Estates Police Department for all vehicles that were authorized to be towed by the Hoffman Estates Police Department, giving the number and status of vehicles in custody or control, the respective Police Department complaint number, and any other information which may be required by the Chief of Police. The Police Department will conduct an SOS search, tow report and final review of all paper work that is relevant to the disposal of eligible vehicles. Approval must be received from the Police Department before any vehicle is disposed of. The towing company will be responsible for other functions related to the process of re-titling any such vehicle. Abandoned vehicles shall be picked up during normal business hours, seven days a week, unless vehicle is a hazard; in such case, response time shall be the same as in twenty-four hour service requests. Vehicles towed in accordance with the Administrative Tow Program will be released without charge if ordered by the Tow Administrator or his designee, based on an Administrative Hearing.

Equipment Specifications

The Service Proposal shall provide a minimum of four tow trucks fully equipped with a four ton or greater capacity, one of which shall have a twenty-five ton or greater capacity. One additional truck capable of carrying a full size passenger vehicle on its bed shall be provided.

Communications

The vendor shall maintain two-way radio communication with a base located at the point where calls for service are received and all of its vehicles/drivers.

Insurance

A certificate of insurance shall be submitted with the **Proposal listing the previously stated limits.**

GENERAL SPECIFICATIONS AND SERVICE REQUIREMENTS

(Continued – Page Three)

Compliance with Law

The Vendor shall ensure that each piece of equipment specified for use to provide the services proposed is equipped and used in compliance with the provisions of Chapter 625 of the Illinois Compiled Statutes and all other licensing and regulatory requirements of the State of Illinois. The Vendor shall make each piece of equipment available for inspection at the request of the Village.

General Mechanical Service

The Proposal shall include minor repair to Village vehicles including tire change, jump starts, etc.

Record Keeping/Audit

The contractor shall maintain complete records and a system of releasing vehicles which assures vehicles are released only to the rightful owner or authorized person. All records involving towing at the request of the Village shall be open to the Hoffman Estates Police Department for inspection during normal business hours or at such time as there is an existing dispute concerning the amount or validity of any towing or storage charges. All tow receipts shall be tendered to the Police Department Traffic Section Commander for the vehicles towed by the contractor for the Village for the previous month by the 10th day of the following month. For every vehicle towed by the contractor for the Village, the contractor shall generate a tow receipt, which will include at a minimum, the following information:

1. Date and time towed.
2. Location towed from.
3. Vehicle description, including license plate number and state.
4. Tow driver's name.
5. Police case number.
6. Reason towed, i.e., accident, arrest, abandoned, or other.
7. Date and time released.
8. Total itemized charges.

Employee Conduct

As a contractor for, and therefore a representative of the Village, the contractor and all employees shall display appropriate courtesy and demeanor in any dealings with citizens and/or Village employees regarding the performance of this contract.

Audit Compliance

If during any audit the Police Department determines that the Contractor charged any fees over and above those allowed by this agreement, the CONTRACTOR will refund those fees within 14 days of being notified by the Village.

Evidence Impounds

A vehicle that is towed at the request of the Village, and is required by the Village either on the date of the tow or at any time thereafter, to be held as evidence shall be identified as an Evidence Tow. Such Evidence Tow will cease to accrue storage fees otherwise required under this agreement after the first ten (10) days following the date of the tow. Any Evidence Tow held in excess of thirty (30) days shall be subject to a \$100.00 extended hold fee in addition to the customary towing charge.

Upon notification by the Village to the owner of the vehicle and to the Contractor that the vehicle is now longer an Evidence Tow and is eligible for release, the storage fees otherwise applicable under this agreement shall commence to accrue 24 hours after said notifications. The vehicle may then be claimed by the owner or be subject to disposal as otherwise provided under this agreement.

Investigative Tows

Vehicles towed at the request of the Police Department based on a need to recover evidence or conduct further investigation shall be considered an investigative tow and as such will not be subject to a towing charge. The vehicle may be released directly to the owner at the discretion of the supervisor in charge of the investigation. The contractor shall be notified when a vehicle is an investigative tow.

BID PROPOSAL FORM

EXHIBIT A

SUBMITTED BID PROPOSAL FORM

Note: Clean up of traffic crash debris by responding tow companies is required by 625 ILCS 5/11-1413 to which no fee shall be charged for this task.

ITEM # DESCRIPTION	RATES		
	Fees shall apply based on time of notification to Contractor by police		
	M-F 8AM-5PM	M-F 5:01PM-7:59AM	Saturday/Sunday/ Holiday
A. Towing of passenger vehicle, motorcycle, or trucks with GVW not more than 8,000lbs. Within 5 miles of the Village.	\$ _____	\$ _____	\$ _____
B. Winching charge (fee for winching only, not including tow)	\$ _____	\$ _____	\$ _____
C. Vehicle storage (per 24 hour increment)*			
1) Motorcycles	\$ _____		
2) Passenger/cars/	\$ _____		
3) Trucks +8000-40,000lbs	\$ _____		
4) Trucks 40,0001-80,000lbs	\$ _____		
There shall be no charge for the first 24 hours. After the first 24 hours, any additional storage shall be charged in 24-hour increments in conjunction with the time of the tow.			
D. Towing of trucks with GVW from 8,001 - 12,000lbs	\$ _____	\$ _____	\$ _____
E. Towing of trucks with GVW in excess of 12,000 - 36,000lbs	\$ _____	\$ _____	\$ _____
F. Towing of trucks with GVW in excess of 36,000 - 55,000lbs.	\$ _____	\$ _____	\$ _____
G. Towing of trucks with GVW in excess of 55,000lbs	\$ _____	\$ _____	\$ _____

BID PROPOSAL FORM - PAGE TWO

ITEM # DESCRIPTION	RATES		
	M-F 8AM-5PM	M-F 5:01pm-7:59AM	Saturday/Sunday/ Holiday
H. Per mile rate for vehicles towed at owners request to a place other than Contractors place of business.	\$ _____	\$ _____	\$ _____
I. Up righting of an overturned vehicle-pass car/light truck	\$ _____	\$ _____	\$ _____
J. Up righting of an overturned vehicle: over 8,000 - 12,000lbs contained or uncontained load.	\$ _____	\$ _____	\$ _____
K. Up righting of an overturned vehicle: 12,001 - 36,000lbs contained or uncontained load.	\$ _____	\$ _____	\$ _____
L. Up righting of an overturned vehicle: 36,0001 - 55,000lbs contained or uncontained load.	\$ _____	\$ _____	\$ _____
M. Up righting of an overturned vehicle: 55,000lbs or more contained or uncontained load.	\$ _____	\$ _____	\$ _____
N. <u>Required</u> flatbed tow (in lieu of standard tow fee, not added to).	\$ _____	\$ _____	\$ _____
O. Disconnect drive shaft or transmission.	\$ _____	\$ _____	\$ _____
P.			

Road service: out of gas, jump start, etc. No tow required.

\$ _____ \$ _____ \$ _____

BID PROPOSAL FORM - PAGE THREE

Contractor agrees that the following service will be provided to Village owned vehicles:

ITEM	DESCRIPTION	RATES		
		M-F 8AM-5PM	M-F 5:01pm-7:59am	Saturday/Sunday/ Holiday
A.	Towing - for vehicles located w/in 25 miles of the Village.	\$ _____	\$ _____	\$ _____
B.	Towing - for vehicles located in excess of 25 miles of the Village.	\$ _____	\$ _____	\$ _____
C.	Road service: out of gas, flat tire, jump start, etc.	\$ _____	\$ _____	\$ _____

The following additional service shall be provided:

ITEM	DESCRIPTION	RATES		
		M-F 8AM-5-PM	M-F 5:01pm-7:59am	Saturday/Sunday/ Holiday
A.	Hourly rate per man/truck for vehicle re-locations as is necessary for special events such as parades, snow emergencies, etc.	\$ _____	\$ _____	\$ _____

Except for the aforementioned fees, no other fees or charges may be made by the CONTRACTOR under the terms of this contract.

DATE: _____

BIDDER: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

PHONE: _____