



**Invitation to Bid – Requirements Contract for Towing & Storage
Solicitation # 421-0429-24
April 29, 2019**

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager’s Office, City Hall, until, but no later than **2:00 P.M.CST , May 15, 2019**, and then publicly opened and read aloud for a Requirements Contract for Towing and Storage.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding the requirements, please contact Purchasing Agent at 931-560-1576

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions - To be considered, you must:

1. Either register as a vendor online using the link furnished on our web page <http://www.vendorregistry.com/columbia-tn-vendor-registration> or submit a paper registration forms available from the purchasing agent at (931)560-1579.
2. Submit a completed vendor profile as supplied with this Invitation to Bid.
3. Submit a completed bid sheet as supplied with this invitation to Bid.
4. Submit a copy of current Insurance
5. Return an Iran Divestment Statement with the bid

Someone authorized to bind the bidders must sign all forms.

All bid documents shall be returned to:

Purchasing Agent, City of Columbia, 700 North Garden St, Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid Towing Services** and opening date of bid, May 15, 2019.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager’s Office. Bidders are responsible for ensuring that their bids are stamped by City Manager’s Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened.

Nothing herein is intended to exclude any responsible vendor, his product or service, in any way restrain, or restrict competition. On the contrary, all responsible vendors are encouraged to bid. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

1. **SCOPE**

The City wishes to establish a requirements contract to provide vehicle towing and storage for light duty trucks, cars and vans that have been involved in an accident and are immobile or have been abandoned. A requirements contract does not guarantee any given level of utilization nor will the City be obligated for any minimum charges or fees because of an award. All services under this contract will be on as needed basis.

Towing services shall be available 24 hours per day, 7 days per week, 365 days per year. Services under this contract shall be at rates as established by an award of this invitation to bid. The terms

of this agreement shall, if awarded by Council, commence June 14, 2019 until June 13, 2020 and may be renewed thereafter for two additional one-year terms at the option of the City of Columbia Purchasing Agent and subject to any rate adjustments as indicated on the bid of the awarded vendor. In no event shall any award extend beyond June 13, 2022.

2. GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.

10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. **Step One** - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.

- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

3. INSURANCE

The vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or resulting from the vendor's execution of the required work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The vendor shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail a 30 days written notice of the cancellation to the City. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract. All required insurance shall remain in effect for the life of the contract. Failure to provide adequate insurance shall be grounds for immediate termination of the contract.

The following insurance requirements are the minimum that will be acceptable:

1. Workmen's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit) and include coverage for towing and storage, on hook coverage in the amount not less than \$75,000.00, garage keepers liability of not less than \$75,000.00.
3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$1,000,000 CSL.

5. SERVICE REQUIREMENTS AND SPECIFICATIONS

5.1 The towing vendor and all drivers shall be appropriately licensed by the State of Tennessee as maybe found in TCA 55-50-302 and subject to inspections according to TCA 65-15-113.

5.2 Services required under this solicitation may consist of towing Class A, B, C and D vehicles as defined by the State of Tennessee Department of Safety Towing Services Standard Manual.

5.3 Request for services will be initiated by officers of the Columbia Police Department. It will be the responsibility of the officer in charge of the scene to describe the situation when requesting services.

5.4 The towing vendor shall dispatch the appropriate size and number of wreckers as well as the necessary equipment required based upon the description given by the officer in charge of the scene at the time of the service request.

5.5 Towing vendor shall be available for tows 24 hours per day, 7 days per week, 365 days per year.

5.6 Towing vendors shall have at least one and no more than three telephone numbers available for receiving request for tows. The use of answering machines, answering services or pagers is not an acceptable method of contact.

5.7 Response time from the request to arrival on the scene shall not exceed 20 minutes for any request between the hours of 0700 and 1800 hours. All other hours and holidays shall not exceed 30 minutes. The City reserves the right to request services from other vendors in the event the response times cannot be met. Continued failure to respond may result in termination of the contract

5.8 Class A and class D towing shall be by axle lift or rollback only. No cable or belt towing shall be allowed.

5.9 All towing and or wreckers shall have signage that identified the vendor and their contact number. Magnetic signage is not allowed.

5.10 Towing vehicles shall be equipped as required by the State of Tennessee Department of Safety and Homeland Security Towing Service Standards Manual – Revised January 2015.

5.11 The towing vendor shall be required to sweep and remove glass, debris and other injurious materials at the accident scene as required by TCA 55-8-170. All such removal shall be to the satisfaction of the officer in charge at the scene.

5.12 The vendor shall maintain an impound / storage lot within the city limits of Columbia. The lot shall be fenced and secured as to prevent theft and vandalism to stored vehicles. The lot shall minimally be opened from 0900 to 1700 hours Monday through Friday. Reasonable accommodations must be made to allow owner access on weekends to recover personal property as well.

6. Charges for Service

6.1 Mileage rates shall start from the point of pickup if being towed outside the City. Flat rate charges shall apply within the City limits.

6.2 Storage rates shall start after the first 24 hours of the beginning of the next business day in which the towing service is regularly open and available for the owner of the towed vehicle to reclaim their vehicle.

6.3 There shall be a 24 hour exclusion period for storage charges. The first 24 hours after a tow shall not be subject to a storage charge and then only if the towing company is open and available for the owner to reclaim their vehicle; otherwise storage charges shall commence the next business day the towing company is open and available for the owner to reclaim the vehicle.

Vehicles stored on towing contractor's impound / storage lot within the City of Columbia in excess of 24 hours from the beginning of the next business day after the vehicle was towed may be charged the contracted storage rate on a non-prorated 24 hour basis thereafter.

6.4 Vehicles shall be stored on the vendor's impound lot within the City limits or Columbia. Charges for storage in excess of 24 hours exclusions may be charged on a non-prorated 24 hour basis.

6.3 Duplicate rates shall not be charged in the event that all necessary equipment is not available when arriving on the scene and the vendor must return to secure the required equipment.

6.4 No work shall be performed on a towed or stored vehicle without the expressed written consent of the owner.

6.5 There shall be no charge to the owner or the City for the release of personal property to the owner at any time during the tow or storage of the vehicle.

6.6 There shall be no charges for wait time as the result of emergency personnel performing their duties at the scene.

6.7 Winching charges shall not be applicable for aligning the vehicle for loading or loading the vehicle.

6.8 Charges for tarps or wraps shall not be applicable unless requested by the owner, his agent or their insurance company.

6.9 The City reserves the right to cancel a request for service at any time up to the time of hookup without a charge being made to either the City or the owner. A response to a service call scene without any other action does not constitute a service for which a charge can be made.

6.10 The owner shall have the right to request the towing vendor of their choice.

7. Inspection Equipment Certification - All equipment required under a resulting agreement shall be subject to review and evidence as to its operating efficiency. Award will not be made to a vendor should the City determine the quality or quantity of its equipment to be inadequate to service the City's towing needs. The City also reserves the right to inspect and approve all equipment at various intervals during the term of a resulting agreement. Failure to promptly correct deficiencies of required equipment shall be considered just cause to cancel a resulting agreement. The maintenance and equipping of all towing vehicles used by the awarded vendor for this contract shall be at the expense of the Vendor.

It shall be the responsibility of the awarded vendor to secure at his expense all licenses, permits, inspections etc., required to perform under a resulting agreement.

Demonstration Requirements - The right is reserved to require a demonstration of a bidder's ability to perform towing services on particular vehicle(s) prior to or after award of contract. Demonstration may be performed on City property or at bidder's site; whichever deem appropriate by the City and at no charge to the City.

Failure to satisfactorily demonstrate the ability to provide towing services may be cause for non-award/cancellation of a contract.

Awarded Vendor - The awarded vendor shall agree to furnish operators when called and said operators shall be available at all time for towing. It is further agreed that the awarded vendor will relieve qualified operator of other duties when the City requests towing service. It is agreed that failure of the awarded vendor to have his business properly manned shall not be adequate excuse for failure to promptly respond to the City's towing requests. The vendor shall further agree that any employee deemed by the City as unsuitable shall no longer perform wrecker services under the terms of this contract.

All tow truck drivers shall be properly trained in all operations of the towing vehicle, supervised appropriately and maintain a valid commercial driver's licenses issued by the State of Tennessee. All drivers shall be alert and suitable for work with no impairment from drugs or alcohol.

Subcontractors shall not be allowed under this contract without the expressed written consent of the City and subject to the terms and conditions of this bid request.

All assigned tow truck drivers must maintain a valid State of Tennessee commercial driver's license for the type and size of towing vehicle being used. All drivers must be 21 years of age or older.

Laws, Taxes and Indemnification – The Vendor shall comply with all applicable local, State and Federal laws governing towing. The contractor is further responsible for all taxes including employment taxes associated with providing services under this contract. The Vendor shall agree to hold harmless and indemnify the City for any and all losses the City may sustain as a result of the actions of the Vendor, his employees, or any subcontractors hired under this contract.

Wrecker and Towing Equipment Sizes - It is the desire of the City that each vendor has at a minimum, the following equipment available for towing under a resulting contract:

Two (2) Class D and One (1) Class C wrecker

All towing accessories such as fire extinguishers, flares, floodlights, chains, ropes, dollies, slings, brooms, etc., shall be supplied with each wrecker furnishing services under a resulting agreement.

Vehicle towing service shall be in accordance with the vehicle manufacturer's standards with the use of wrecker body(s) on truck chassis or by flatbed (roll-back) wrecker. No tow bars or towing chains are permitted. (This is a standard requirement for light duty vehicles typically weighing less than 10,000 GVW).

Basis of an Award - Awards may be made on the basis of bidder's experience in the business of vehicle towing, location(s) of the bidder's service facilities, qualification of bidder's employees, quality, quantity and general condition of bidder's towing wreckers and equipment. Meeting all these conditions the award will be to the lowest responsive and responsible bidder.

Renewal increases for possible second and third term renewals will be a consideration in determining low bid.

Contract – The vendor recommended for award will be asked to sign a contract which will incorporate the terms and conditions of this solicitation together with the bid and renewal increase submitted.

VENDOR PROFILE - VEHICLE TOWING AND ROAD SERVICES

To be completed by Bidder and submitted with bid.

If additional space is required, please attach a separate sheet of paper with response.

1. Give full legal name of business _____

2. Address _____ Phone _____

3. Address of all substations, storage facilities, etc.

4. Name of Principal Officers/ Owners:

5. How long have you been in business as a company providing towing and road service? _____ years.

6. Towing Drivers

Driver Name	Date of Birth	DL #	Class of Vehicle

7. Is towing your principal operation? Yes _____ No _____

8. If answer to above Item 7 is "No", please indicate your principal operation.

9. Furnish below a complete description list of all towing equipment you propose to use under a resulting contract, e.g.: wreckers, make, model, year, etc.

Type of Equipment	Class	Make	Model	Year

10. List types of vehicle(s) which your firm is unable to tow due to weight, size, etc:

11. Contact for Service under this Contract:

Phone – Monday thru Friday 8:00 A.M.- 6:00 P.M. _____

Phone – Monday thru Friday 6:00 P.M. – 8:00 A.M. _____

Phone – Weekends _____

Other (designate days and time available) _____

12. References (three):

1. _____

2. _____

3. _____

City of Columbia – Invitation to Bid Towing Services – Bid Sheet Solicitation # 421-0429-24

Vendor Name: _____

Item	Description	Flat rate charge within the city limits of Columbia	Mileage Rate charge outside the city limits of Columbia
1.	Towing <u>pick-ups and cars with Class A wrecker</u>	\$ _____	\$ _____ mile
2.	Towing <u>pick-ups and cars Class D rollback wrecker</u>	\$ _____	\$ _____ / mile
3.	Towing trucks with Class C wrecker	\$ _____	\$ _____ / mile
4.	Unusual recoveries (multiple vehicle accident or overturned vehicle) - cost per truck per hour	\$ _____ /hour	\$ _____ /hour
5.	Towing/winchng vehicle from ditch to road (Flat Rate Charge)	\$ _____	\$ _____
6.	Other class wrecker , Please describe -	\$ _____	\$ _____

Non- prorated per 24 hrs. Storage rate of \$ _____ after first 24 hours exclusion period

The above rates constitute my bid for towing services and includes overhead, profit, and insurance. There are no additional costs of any kind unless detailed in writing and attached to this bid.

Options for Renewal of Contract – I further agree to renew any awarded contract for towing services subject to the same terms and conditions as the initial award and at prices not to exceed the original bid together with a percentage increase as indicated below.

Renewal Period 1 – June 14, 2020 to June 13, 2021 _____ (Percent Increase)

Renewal Period 2 – June 14, 2021 to June 13, 2022 _____ (Percent Increase)

In compliance with this Invitation for Bid for Towing and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: _____

Signature: _____ Title: _____

Name (type/print): _____ Date: _____

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: _____

Vendor Signature: _____ Date: _____