

Date: September 6, 2017

Requisition No.: 159392

**PURCHASING DEPARTMENT  
101 EAST 11<sup>TH</sup> STREET  
CITY HALL  
SUITE G13  
CHATTANOOGA, TENNESSEE  
37402**

**Request for Bid (RFB) for the City of Chattanooga, Tennessee**

*Proposals will be received at 101 East 11<sup>th</sup> Street, Suite G13,  
Chattanooga, TN 37402 until 2:00 P.M., EST. on September 19, 2017*

**Requisition / Bid No.: R159392 / 304871**  
**Ordering Dept.: Fleet Management, Public Works**  
**Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov**  
\*\*\*\*\*

**Items Being Purchased: Wrecker/Towing & Recovery Services**  
\*\*\*\*\*

**\*\*\*REQUEST FOR QUOTES MUST BE RECEIVED\*\*\***  
**2:00 P.M., EST on September 19, 2017**  
\*\*\*\*\*

**\*\*\*PRE-BID CONFERENCE WILL BE CONDUCTED\*\*\***  
**10:00 A.M., EST on September 12, 2017**  
\*\*\*\*\*

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City.

The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin.

The City's Standard Terms and Conditions may be found on website:  
<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

**Note: ALL BIDS MUST BE SIGNED**

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

- Company Name:** \_\_\_\_\_
- Mailing Address:** \_\_\_\_\_
- City & Zip Code:** \_\_\_\_\_
- Phone/Toll Free No.:** \_\_\_\_\_
- Fax No.:** \_\_\_\_\_
- E-Mail Address:** \_\_\_\_\_
- Contact Person:** \_\_\_\_\_
- Company Title:** \_\_\_\_\_
- Signature:** \_\_\_\_\_

# BID SOLICITATION



**City of Chattanooga**  
**101 East 11th Street, Suite G13**  
**Chattanooga, TN 37402**

**BID OPENING DATE AND TIME:**  
 19-SEP-17 at 2:00 PM

**BID NUMBER: 304871**

**BUYER:**  
**PHONE #: (423) 643-7230**  
**DELIVERY REQUIRED:**

**SEALED BIDS**

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

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 101 East 11th Street, Suite G13  
 Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
Requisition / Bid# No.: 159392 / 304871 Ordering Dept.: Fleet Management, Public Works Buyer: Mark McKeel Phone No.: 423-643-7236					
Items Being Purchased: Wrecker/Towing & Recovery Services (per specifications)					
ATTACHMENTS: Specifications (2 pages), Affirmative Action Plan (2 pages), Insurance Requirements (2 pages), Iran Divestment Act Disclosure (1 page)					
This Shall Be A Twelve (12) Month Blanket Contract To Supply Towing and Recovery Services for Fleet Management.					
The Contract Term May Be Renewed For An Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein.					
**** Vendor Shall Hold Prices Firm for First (1st) Year of Contract ****					
Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments.					
QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT.					
*** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON <September 19, 2017> ***					
City of Chattanooga (COC) Terms and Conditions posted on Website <a href="http://www.chattanooga.gov/purchasing/standard-terms-and-conditions">http://www.chattanooga.gov/purchasing/standard-terms-and-conditions</a>					
If you can't download call buyer for a copy.					
NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.					
Any manufacturer;s names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references ar enot intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.					
The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be					

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 101 East 11th Street, Suite G13  
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**A** 101 East 11th Street, Suite G13  
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Item	Class-Item	Quantity	Unit	Unit Price	Total
for the best interest of the city.  The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.  **** NOTE **** PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:  Company Name _____ Address _____ _____ Phone/Toll-Free No. _____ Fax No. _____ eMail Address _____ Contact Person's Name _____ Estimated Delivery _____ Minority-Owned Business _____ Small Business _____ Veteran _____ Minority Woman-Owned Business _____ Disabled Veteran _____ Woman-Owned Business _____  **** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****					

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

The City is Exempt from all Federal and State Tax.  
 Bids will be received at the above mentioned address.

TERMS OF PAYMENT: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# BID SOLICITATION



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101 East 11th Street, Suite G13  
Chattanooga, TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Wrecker/Towing & Recovery Services (per specifications)	1	Dollar	_____	_____

**NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS**

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.  
Bids will be received at the above mentioned address.

COMPANY: \_\_\_\_\_

TERMS OF PAYMENT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

# The City of Chattanooga

## Is seeking vendors for Wrecker/Towing and Recovery Services

### Specifications

#### General Conditions:

1. Bids shall have a fixed price for all labor and equipment necessary for towing City Vehicles from various locations within a Thirty Mile (30) radius of Fleet Services at City Yards (900 E. 11<sup>th</sup> Street, Chattanooga, TN 37403) or Amnicola Fire and Police Garage (3102 Elmendorf Circle, Chattanooga, TN 37406) for each of the three vehicle classes: Class I, Class II, and Class III based on gross vehicle weight. A separate price per mile over 30 mile radius shall also be bid for each vehicle class.
2. Successful bidder must possess and maintain a wrecker or towing license with the City of Chattanooga.
3. The successful bidder/contractor shall be responsible for any and all damages to City vehicles/equipment and private property serviced by this contract that is caused by the contractors operators or equipment.
4. The Contractor shall be required to furnish proof of insurance and carry the following types of Insurance in at least the limits specified below for the duration of the contract. The Contractor will be responsible for his/her own acts of negligence in transporting City Vehicles.
5. Contractors must provide service on a 24 hour, 7 Day per week basis. Must respond within 30 minutes of receipt of call.
6. Vehicle Towing Classes:

Class I Vehicles, Small Trailers, Farm Type Tractors and ECT, under 12,000 GVW.  
Basic Tow within 30 mile radius, regardless of time  
All other factors must be included in Basic tow charge  
Quote price per mile over Thirty (30) miles.

Class II Vehicles, Trailers and ECT. Under 30,000 GVW  
Basic Tow within 30 mile radius, regardless of time  
All other factors must be included in Basic tow charge  
Quote price per mile over Thirty (30) miles.

Class III Vehicles, Trailers and ECT. Over 30,000 GVW  
Basic tow within 30 mile radius, regardless of time.  
All other factors must be included in Basic tow Charge.  
Quote Price per mile over Thirty (30) miles.

Optional Bids (not mandatory to bid these items, but preferable)

1. Price for tow with Landoll Trailer
2. Price per Vehicle Recovery after 30 minutes at site, including winch time

All other factors and/or cost considerations must be included in Basic tow for all classes.

All Tickets must be signed, provide copies of ticket upon delivery of equipment.

The State of Tennessee Requires \$750,000 Liability insurance, this will be the minimum requirement for the City as well.

All Contracts are subject to Audit by the City Of Chattanooga, Internal Auditors for compliance with contract terms.

## REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of Insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and Certificates of Insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all States in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damages whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

## Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

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(Signature of Contractor)

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(Title and Name of Construction Company)

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(Date)

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.  
Vendor Disclosure and Acknowledgement

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 § 12-12-106.

(SIGNED) \_\_\_\_\_

(PRINTED NAME) \_\_\_\_\_

(BUSINESS NAME) \_\_\_\_\_

(DATE) \_\_\_\_\_

For further information, please see website:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106,\\_Iran\\_Divestment\\_Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106,_Iran_Divestment_Act-July.pdf)