

GEORGE FLAGGS, JR.
MAYOR

WILLIS T. THOMPSON
ALDERMAN



MICHAEL A. MAYFIELD, SR.
ALDERMAN

City of Vicksburg

1401 WALNUT STREET • VICKSBURG, MS 39181 • (601) 636-3411

G.F. _____
M.M. _____
W.T. _____

MAR 30 2017

April 10, 2017

Board of Mayor and Alderman
City of Vicksburg
Vicksburg, Mississippi 39181-0150

Gentlemen:

Attached are the specifications and bid sheet for services for Towing Vehicles for the Vehicle Maintenance Department.

Funds were allocated and are available.

I respectfully request that the Mayor and Alderman of the City of Vicksburg authorize the advertisement for the sealed bids for this purpose.

Sincerely,

A handwritten signature in cursive script, reading "Ann Grimshel".

Ann Grimshel, CPPB
Purchasing Director

attachment

Incorporated 1825

City Website: <http://www.vicksburg.org>

CITY OF VICKSBURG

P O Box 150
Vicksburg, MS 39181-0150

SEALED bids for Towing Service shall be received by the City Clerk or appointed designee in the Office of the City Clerk at 1401 Walnut Street until 9:00 a.m. on the _____ day of _____, 2017. The bids will be publicly opened and read aloud at the meeting of the Board of Mayor and Aldermen in their regular meeting at 10:00 a.m. on the _____ day of _____ 2017.

Bidders are cautioned that the City Clerk does not receive the daily U.S. Mail on or before 9:00 a.m. Bids will be time-stamped upon receipt according to City Clerk's time clock.

Specifications and instructions for bidding are on file in the office of the City Clerk, second floor, City Hall, corner Crawford and Walnut Streets, Vicksburg, Mississippi.

~~Cash cashier's check, certified check or bidder's bond in the amount of 5% of bid must accompany same. A performance bond and a payment bond, each in the amount of 100 percent of the contract, issued by a Surety Company licensed to operate in the State of Mississippi will be required by the successful bidder.~~

The Mayor and Aldermen of the City of Vicksburg reserve the right to reject any and all bids and to waive informalities.

NOTICE TO BIDDERS

Bids must be submitted on this form. Bids made otherwise will be subject to rejection. The above bid description must be shown on the front of envelope in which this bid is submitted. The above bid description must also be shown on the front of the express envelope, if one is used. The City of Vicksburg assumes no responsibility for unmarked envelopes being considered for award. Only one bid per envelope, please. Bidders are required to sign this form in the space provided. It is requested that complete bids are either typed or printed in black ink only. The requirements of these specifications are minimum acceptable.

Item No.	Quantity	Unit	Items	Unit Price	Total Price
Please insert prices on attached price sheet					

INSTRUCTIONS TO BIDDERS

1. Unless otherwise requested, submit only one copy of each bid.
2. Bids, amendments thereto, or withdrawal requests received after the time advertised for bid opening will be void regardless of when they were mailed.
3. Quote prices on units specified with packing included; or redelivery check, title and inspection when applicable to motor vehicle.
4. Attach complete specifications for any permitted substitutions offered, or when amplification is desirable or necessary.
5. If specifications or descriptive literature is submitted with bids, enter the bidder's name thereon.
6. If the article bid upon has a trade name or brand, show the same in the bid.
7. Sample, when required, must be submitted free of expense, unless otherwise specified, in accordance with the conditions and instructions in the body of this bid notice.
8. Each Bidder shall have a Certificate of Responsibility to bid on contracts for public projects in which the bid price exceeds \$50,000.00 and for private projects in which the bid price exceeds \$100,000.00, as required by the laws of the State of Mississippi. Each Bidder shall show on the outside of the envelope containing his bid; his current Certificate of Responsibility number and expiration date, or if applicable, a statement certifying that the bid enclosed does not exceed \$50,000.00 for a public project or \$100,000.00 for a private project; his name; and the name of the Contract for which the bid is submitted. Failure to show these items on the outside of the envelope containing the bid will result in the bid being returned to the Bidder unopened. Public funds are involved in this project.

TERMS AND CONDITIONS

1. The Mayor and Aldermen of the City of Vicksburg reserve the right to reject any and all bids, and to waive all technical informalities.
2. Unit prices will govern over extended prices, unless otherwise stated in notice.
3. Prompt payment cash discount, when applicable, shall be taken on all payments made on or before the tenth day of the month following the month in which the items and the correctly executed invoice were received.
4. In case of default of contractor, the City reserves the right to purchase any or all items in default in open market, charging contractor with any excessive costs. Should such charge be assessed, no subsequent bids of the defaulting contractor will be considered until the assessed charge has been satisfied.
5. All materials and products offered must be guaranteed to meet the requirements of the specification indicated, given, or referred to.
6. Prices bid must be based upon payment within the month following the month in which the items and invoices were received.
7. The right is reserved for the Mayor and Aldermen of the City of Vicksburg to make an award which is determined to be to the best interest of the City of Vicksburg.
8. The right is reserved to reject any bid in which the delivery time is considered sufficient to delay the operation for which the item is intended.
9. Prices must be firm.
10. The successful bidder shall indemnify and save harmless the Mayor and Aldermen of the City of Vicksburg and all City officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark, or copyright.
11. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded.
12. Any contract entered into by the Mayor and Aldermen of the City of Vicksburg resulting from this bid notice shall be subject to cancellation at the end of any fiscal or appropriation year unless otherwise provided by law.
13. Reference to manufacturer's product by make, model, series number, etc., is intended only to establish a standard of quality.

BID

I, the undersigned, certify that this proposal does not violate any federal or state antitrust laws. Motor Vehicle Commission License No. (If applicable): _____ Date: _____

In compliance with the invitation, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted within sixty days from date of opening, to furnish any and all items quoted on at prices as set forth after the item and make delivery as required after receipt of order, delivered, all transportation costs included and prepaid and, unless otherwise stated and accepted herein unless otherwise specified in the invitation to bid. Prompt payment cash discount of _____ per cent is allowed.

Bidder: _____ Street or P O Box _____

City _____ State _____ Zip Code _____ Telephone No. _____

By: _____ Title _____

(BIDS MUST BE SIGNED IN WRITING)

Federal Employer's Identification Number: _____

Towing Service

The following are the minimum specifications and requirements for towing service performed for the City of Vicksburg as specified herein.

The towing service shall be properly licensed as required by all applicable laws, statutes and ordinances and shall be the holder of current and valid ICC and Mississippi Public Service Commission certification.

All drivers performing service under the contract resulting from this bid process shall be the holder of a current and valid Commercial Drivers License (CDL), Class A, and a list of all drivers, with a copy of their CDL shall be on file with the City Clerk of the City of Vicksburg prior to their performance under the contract resulting from this bid process.

The towing operator shall maintain the following policies of insurance and deposit a current copy of same with the City Clerk of the City of Vicksburg prior to and during the service period:

- 1 - Workers Compensation insurance as required by statute
- 2 - Garage Liability insurance in an amount not less than seventy five thousand dollars (\$75,000.00) Combined Single Limit (CSL), including Garage Keepers legal liability covering perils of fire and explosion, theft of an entire vehicle, riot and civil commotion, vandalism and malicious mischief in an amount not less than sixty thousand dollars (\$60,000).
- 3 - Automobile liability in an amount not less than one million dollars (\$1,000,000.00) Combined Single Limits.

NOTE: Certificates of insurance must be deposited with the City Clerk of the City of Vicksburg prior to the renewal date, and the City Clerk notified if a policy is cancelled and written notification to the City Clerk must be made of any changes in insurance coverage at least ten working days prior to the change.

All tow trucks used in the performance of the contract resulting from this bid process shall be operated in compliance with the Federal Motor Carrier Safety Regulations (FMCSRs), Title 49, Code of Federal Regulations (CFR), Sections 390-399, including compliance with all regulations on inspection, maintenance and vehicle operations.

All tow trucks used in the performance of the contract resulting from this bid process shall, as a minimum, conform to the following:

- 1 - Each truck shall have at least one (1) functional, rotor-beam type light, of the color(s) required by state law mounted on top of the tow truck. All emergency flashers and directional lights showing to the front shall be amber in color.

2 - Sirens on trucks used in the performance of the contract resulting from this bid process are prohibited.

3 - Each tow truck shall have at least one (1) heavy duty push broom; flood lights mounted at a height sufficient to illuminate the scene at night; one (1) shovel; one (1) axe, one (1) pinch bar, pry bar or crowbar; one (1) set of bolt cutters; one (1) Class ABC Underwriter Laboratory approved fire extinguisher.

4 - Each tow truck shall have a good appearance with the firms name, address, phone number, and such other information as required by state law displayed. This information shall be of a contrasting color to the truck color and shall be permanently affixed (e.g.: painted) to both sides of the tow truck. All lettering shall comply with state law and be at least three inches (3") in height.

For purposes of the contract resulting from this bid process, tow trucks shall be classified as follows:

A - Class A: for towing passenger cars, pickup trucks, small trailers, etc.

- 1 - The tow truck chassis shall have a minimum manufacturers capacity of ten thousand pounds (10,000 lbs) GVWR.
- 2 - Boom capacity of not less than eight thousand pounds (8,000 lbs) and individual power winch pulling capacity of not less than eight thousand pounds (8,000 lbs).
- 3 - One hundred feet (100') or more of 3/8" or larger cable on each drum.
- 4 - Belt type cradle tow plate or sling to pick up vehicles and the cradle of the tow plate shall be equipped with safety chain.
- 5 - Dual rear wheels.
- 6 - Dollies.

B - Class B: for towing medium size trucks (two ton and larger).

- 1 - The tow truck chassis shall have a minimum manufacturer's capacity of eighteen thousand (18,000) GVWR.
- 2 - Boom capacity of no less than sixteen thousand pounds (16,000 lbs) and individual power winch capacity of no less than sixteen thousand pounds (16,000 lbs).
- 3 - Two hundred feet (200') or more of 1/2" or larger cable on each drum.
- 4 - Cradle tow plate or tow sling to pick up vehicle and the cradle of the tow plate shall be equipped with safety chain.

The towing service performing under the contract resulting from this bid process shall be equipped to provide proper, safe and secure storage for all vehicles towed and stored by City request.

The towing service shall provide reasonable care for the storage, safekeeping and prevention of vandalism of all vehicles and contents towed for the City.

The storage facility shall be:

- 1 - Located in close proximity to the towing service.
- 2 - Secured by a fence or natural barrier sufficient to deter trespassing or vandalism.
- 3 - Staffed, or be available for access, between the hours of 8AM and 5PM, Monday through Friday, excluding legal holidays.
- 4 - Of sufficient size to accommodate all vehicles towed and stored for the City.

The City of Vicksburg representative may inspect all tow trucks, storage facilities and towing services prior to expiration of insurance certificates and at any time that circumstances warrant an inspection. The inspection shall include the checking of equipment, insurance, storage facilities and all other requirements as set forth in the contract resulting from this bid process.

Terms and Conditions

The contracted towing service operator shall comply with all traffic laws of the State of Mississippi and all rules and procedures of the City of Vicksburg.

No subcontracting shall be allowed.

The contract period will be for twelve (12) months beginning on the date set by the Board of Mayor and Aldermen of the City of Vicksburg.

The prices submitted shall be firm for the duration of the contract resulting from this bid process.

The towing service contract is to include towing all City of Vicksburg owned vehicles when requested and vehicles confiscated, impounded and victims of crime vehicles by the City of Vicksburg Police Department. The contract for City of Vicksburg owned vehicles shall also include service calls for changing flat tires opening locked vehicles and starting stalled vehicles.

All service shall be available twenty-four hours per day, seven days per week, fifty-two weeks per year.

Response time to a request for tow service or other assistance is preferred to be immediately after the request is received, but in no case shall be more than thirty (30) minutes from time of request. Towing operators who fail or refuse to answer a call, or who fail to respond within thirty (30) minutes will be notified in writing. If two calls are missed or refused within any six month period, an investigation will be made by the City of Vicksburg representative and cancellation of the contract will be considered.

The bid prices shall be a flat rate per call, not regarding the location of the vehicle within the city limits of the City of Vicksburg when the request for towing or service is made. Vehicles shall be towed to the City Garage located at 815 China Street, Vicksburg, Mississippi, to any other vehicle repair shop located within the city limits of Vicksburg, Mississippi, or to the impound lot of the Police Department of the City of Vicksburg as specified by authorized City personnel.

If the vehicle to be towed or otherwise assisted is not within the city limits of Vicksburg, Mississippi, a determination shall be made by the Director of Purchasing as to whether to employ an alternate towing service or whether the vendor of this contract shall be requested to provide the required service. This decision shall be based upon the location of the disabled vehicle and what course of action is to the best interest of the City of Vicksburg. To this end, bidders are directed to submit their price per mile, calculated on a one-way basis, to tow or otherwise assist vehicles which are located outside the city limits of the City of Vicksburg. Such mileage shall be considered as the one-way road distance from the point at the city limits nearest the disabled vehicle to the location of the vehicle itself. A bid for such mileage will be made separate to the bid for towing service or service call and will be made for each group, Group A through Group D.

The bid prices shall reflect the towing and service call charges as follows:

Group A Towing will include City owned automobiles, half ton pickup trucks through one ton pickup trucks.

Group B Towing will include City owned ambulances and two ton pickup trucks.

Group C Towing will include City owned fire fighting apparatus. All such apparatus shall be towed by axle cradle only.

Group D Towing will include automobiles, half ton pickup trucks through one ton pickup trucks which have been tagged for tow by the Police Department.

Group E Storage will include automobiles, half ton pickup trucks through one ton pickup trucks which will be delivered to the storage facility.

Group F Towing will include Victims of Crime automobiles, half ton pickup trucks through one ton pickup trucks which will be delivered to the Vehicle Maintenance at 815 China Street.

Service Calls will include changing a tire or starting a vehicle or piece of equipment. Such charges shall be bid separately for each group, Group A through Group D and Group F as these groups are previously defined elsewhere within the body of these specifications. NOTE: In the case when a service call is made and the vehicle cannot be started and the vehicle is towed instead of started, the only charge made will be for towing.

No charge will be made for that service call.

Mileage, on a charge per mile basis calculated as define within the body of these specifications, to be charged to tow or otherwise assist a vehicle that is located outside the city limits of the City of Vicksburg. Such mileage will be bid on a per each group, Group A through Group D.

The bid submittal will be evaluated on compliance to minimum specification requirements.

*Bid price for this purpose shall be the total of the three (3) separate bid prices in each category, i.e., bid price for towing, bid price for service call and bid price for mileage.

The successful bidder shall obtain a purchase order for each service provided, as soon as possible, from the City of Vicksburg Purchasing Department (634-4550). The Purchasing Department is open from 7AM to 5PM Monday through Friday except for legal holidays.

To obtain a purchase order for Group A through Group D service, the towing service will have to provide the following information:

- 1 - For City of Vicksburg owned vehicles:
 - a. The City of Vicksburg vehicle identification number
 - b. The location of origin of service
 - c. The location of destination of service
 - d. Type of service (e.g.: Group of tow service or service call)
 - e. Mileage outside of city limits, if applicable.

Group E Towing only: The Police Department will supply the towing service with a list of vehicles, their present location and the names and addresses of the vehicle owners. The list will be provided on Tuesday of each week and the towing service is expected to tow the vehicles on the following day from the location listed to the towing service storage yard. It will be the responsibility of the towing service to contact the vehicle owner and collect from them the bid price for the tow and the bid price per day for storage or otherwise dispose of the vehicle in a manner consistent with all applicable legal requirements. The City of Vicksburg shall not be liable for any costs incurred under the provisions of Group E towing or storage. The towing service will have to provide the following information:

- 1 - For impounded or seized vehicles:
 - a. The make, model, color, and license tag number of the vehicle

- b. The location of origin of service
- c. The location of destination of service
- d. Type of service (e.g.: Group of tow service or service call)
- e. Mileage outside of city limits, if applicable.
- f. Name of police officer requesting service

Group F Storage only: Will include automobiles, half ton pickup trucks through one ton pickup trucks which will be delivered to the storage facility. The City of Vicksburg will be responsible for charges incurred under the provisions of Group F storage. The operator of the storage facility shall meet the insurance requirements as listed on page 1 of these specifications.

Group G Police Department will call for towing services for Victim of Crime vehicle which will include automobiles, half ton pickup trucks through one ton pickup trucks which will be delivered to the Vehicle Maintenance Department located at 815 China Street. The City will be responsible for charges incurred under the provisions of Group G.

Monthly billing shall be by invoices sent to the Purchasing Department, City of Vicksburg, P. O. Box 150, Vicksburg, MS 39181-0150. The invoices shall list, by City vehicle number and City department; service performed, signature of City employee accepting service, date of service, and cost of service (bid price). The number of the purchase order issued to award this service contract shall appear on each invoice. Correctly executed invoices received on or before the last day of the month will be paid by the tenth day of the following month.

		Towing	
		April 2016 - April 2017	
Item	Unit	Item Description	
		Group A:	
1	ea	Towing	
2	ea	Service Call	
3	ea	Mileage (per loaded mile)	
		Group B:	
4	ea	Towing	
5	ea	Service Call	
6	ea	Mileage (per loaded mile)	
		Group C:	
7	ea	Towing	
8	ea	Service Call	
9	ea	Mileage (per loaded mile)	
		Group D:	
10	ea	Towing	
11	ea	Service Call	
12	ea	Mileage (per loaded mile)	
		Group E:	
13	ea	Towing	
14	ea	Storage, daily rate	
		Group F:	
15	ea	Storage, daily rate	

SEALED Bid CHECKLIST

Towing

The following conditions, checked required and as stated in the bid sheet and/or specifications, must be met prior to accepting your bid submittal for award considerations.

Required	Not Required	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	1. Bid security in the amount of 5% of bid included in the bid submitted
<input type="checkbox"/>	<input checked="" type="checkbox"/>	2. Performance and Payment Bond in the amount of 100 percent of the contract by the successful bidder.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Bid sheet entries filled in and bid sheet signed.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Deviations described in detail.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	5. Manufacturer's literature enclosed in bid submittal.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	6. Samples provided per specification requirements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	7. Prices bid are for units specified.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	8. Certificate of Responsibility. See item in the instruction to bidders for complete requirements.