



PURCHASING
AND MATERIALS
MANAGEMENT

City of Myrtle Beach
SOUTH CAROLINA

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Addendum #1

May 8, 2017

RFQ 17-R0082

Towing, Preservation, Recovery, Removal, Storage and Impoundment of Motor Vehicles

The purpose of this Addendum #1 to RFQ 17-R0082 for **Towing, Preservation, Recovery, Removal, Storage and Impoundment of Motor Vehicles**, dated April 21, 2017, is to align the language in the RFQ with the City Ordinance regarding towing.

Sections 4.02, 4.03, 4.08, 4.09, 4.14, 4.17, 4.24, 4.26, 5.06, 6.11, 6.14, and Attachment 2 (Price Schedules for Class A, Class B, and Class C and Above) are hereby amended and will replace the same sections and attachment in their entirety in the original RFQ 17-R0082 dated April 21, 2017. **Please note the RFQ Opening Date remains the same, May 15, 2017 at 2:00 pm.**

4.0 QUALIFICATION CRITERIA FOR ROTATION LIST

- 4.02 Tools.** The following tools and supplies shall be available on each tow truck: 20-25 lbs. of oil absorbent “stay dry”; one (1) heavy duty street broom; one (1) shovel; dollies; scotch blocks; snatch block; screwdriver; minor hand tools; three (3) inch chain grade 70; cables and chains for inclement weather; tools for vehicle maintenance; all weather wheels; 1A 10 BC fire extinguisher; lock picking tools; two (2) amber revolving or flashing lights; one (1) air tank if no brakes (rollback exempt); and vest/garment to meet current federal standards.
- 4.03 Driver Safety and Identification.** Each tow truck operator shall wear a uniform that displays the contractor’s name, and the driver’s name. Personnel providing services shall be identified by a company issued picture identification card, which shall be laminated and displayed on the employee’s uniform during all service hours. In addition, each tow truck shall have appropriate signage to identify the contractor. Tow truck operators shall wear reflective traffic safety vests while performing recovery operations.
- 4.08 Rotation List Renewal.** A rotation list will be furnished to each towing service at the time of contract signing and will be in effect for the duration of the contract.
- 4.09 Towing Location and Hours.** A tow truck rotation list will be prepared for each category of towing service. A towing service requesting to be on the rotation list for the city must physically have a city business license ninety (90) days prior to issue date. The towing company shall provide services, notwithstanding any provision of state law releasing a company of any obligation beyond normal business hours, to the City and the public twenty-four (24) hours per day, seven (7) days per week. The company shall respond to a request for the release of any motor vehicle from its service facility within thirty

(30) minutes. The vehicle towed must be towed to the property location owned by the towing service. In the event of an inoperable vehicle, the owner or operator may request that the vehicle be towed to another location within the City limits. Storage lots are not considered as a separate business. There will only be one telephone number for one towing service at any one address on rotation. A towing service must immediately notify the City upon change of address or telephone number.

- 4.14 Release of Vehicles and Property.** Towing services shall be located within the City to respond to rotation calls on a twenty-four (24) hour, seven (7) days a week basis. The towing service location shall have an agent present during business hours and, at the request of the owner of the towed vehicle or his designee, the towing service must immediately release personal items such as medicines, medical equipment, keys, children's clothing, child restraint systems, and perishable items.

The towing service shall also be available for the release of the towed vehicle to the vehicle owner or vehicle owner's designee within thirty (30) minutes, including nights and weekends. Upon release of the vehicle, the towing service shall provide an itemized statement of all charges. If the vehicle owner is not available to sign a release, the towing service must release the vehicle to the owner's insurer or to the owner's designee.

- 4.17 Disputes.** Should there be a dispute between the vehicle owner or the vehicle owner's designee and the towing service regarding any storage fees or charges, the vehicle owner or the vehicle owner's designee must provide the towing service and the City of Myrtle Beach Police Department written notification of the dispute. Any dispute is with the owner of the vehicle and the towing service. All complaints will be investigated as per City ordinance. If deemed to be a civil offense by the investigating officer, then either party may pursue civil remedies in resolution of the dispute.

- 4.24 Vehicle Storage.** The towing service shall maintain the towed vehicle in a safe storage area in a manner that would prohibit further damage and ensure protection of personal property. This may be a locked building or a secured fenced-in area where the stored vehicles and other property will not be accessible to the public. Towing services may charge a daily storage fee, commencing twelve (12) hours after the vehicle is towed to the storage area, and every twenty-four (24) hours thereafter, until the vehicle owner or vehicle owner's designee offers or attempts to pick up the vehicle and offers to pay the towing service's legitimately accrued charges.

- 4.26 Towing Service Assistance.** A towing service may secure assistance from another towing service on the approved rotation list when necessary to complete the recovery; however, this does not permit towing services to accept a rotation call and dispatch the call to secondary towing services. Only one bill is to be submitted to the owner or operator for the work performed.

5.0 WRECKER CLASSIFICATION

- 5.06 Records of Fees.** Itemized records of fees charged must be kept for a minimum of three (3) years beyond the duration of contract.

6.0 TERMS AND CONDITIONS

- 6.11 Workmanship and Inspection.** All work under this contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The City reserves the right to require immediate removal of any Contractor employee from City service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this agreement. The City shall have the right to inspect, review, and audit, at the towing service's facility, during normal business hours, upon seventy-two (72) hours' notice to the towing service, all records, whether in printed or electronic form, which pertain to the towing service's performance of its obligations under this agreement, and all related business activity. The towing service shall not deny access to any records on the basis of a claim by the towing service that such records contain proprietary information. The towing service acknowledges that all records related to this agreement shall be considered public records subject to the provisions of the South Carolina Freedom of Information Act. Any inspection by the City does not relieve the Contractor of any responsibility in meeting the agreement requirements.
- 6.14 Background Checks.** The Contractor shall obtain background checks on all personnel who will be assigned to this contract, working in any capacity including supervision. The background check, at the cost of the Contractor, must be completed and received by the City contract administrator before any personnel can perform work under this agreement. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the contract administrator a list of persons who may work at City properties so that replacements can be quickly made. Should a placement take longer than twenty-four (24) hours, this may be cause for termination of the agreement. Should the Contractor assign someone who has not had a background check, that person will be immediately ordered off of city property. Failure to obtain background checks as specified can result in termination of the agreement. The Contractor shall maintain a current list of employees authorized to operate the vehicles proposed for use under the resulting contract, including their employment status, level of training, copy of South Carolina Driver's License, copy of South Carolina Department of Motor Vehicle (SC DMV) history, copy of South Carolina Law Enforcement Department Citizens' Access To Criminal Histories (SLED CATCH), and said list shall be provided to the City's inspector upon request.

ALL OF ATTACHMENT 2 IS HEREBY REPLACED WITH THE FOLLOWING

Attachment 2
Price Schedule

a. Light Duty; Class A Wrecker/Rollback for towing vehicles of 7,000 lbs. or less:

Tow	\$ _____ per tow
Recovery Work	\$ _____ per hour
Mileage (outside service area)	\$ _____ per mile
No Tow Fee	\$ _____ per tow
Decoupling	\$ _____ per call
Vehicle Storage (after 1st 12 hours)	\$ _____ per 24 hours
Extra Time at Scene	\$ _____ per hour*

*** 1st hour on scene included in cost of tow.**

b. Medium Duty; Class B Wrecker for towing vehicles greater than 7,000 lbs. but not greater than 17,000 lbs.:

Tow	\$ _____ per tow
Recovery Work	\$ _____ per hour
Mileage (outside service area)	\$ _____ per mile
No Tow Fee	\$ _____ per tow
Decoupling	\$ _____ per call
Vehicle Storage (after 1st 12 hours)	\$ _____ per 24 hours
Extra Time at Scene	\$ _____ per hour*

*** 1st hour on scene included in cost of tow.**

c. Heavy Duty; Class C and above Wrecker for towing vehicles greater than 17,000 lbs.:

Tow	\$ _____ per tow
Recovery Work	\$ _____ per hour
Mileage (outside service area)	\$ _____ per mile
No Tow Fee	\$ _____ per tow
Decoupling	\$ _____ per call
Vehicle Storage (after 1st 12 hours)	\$ _____ per 24 hours
Extra Time at Scene	\$ _____ per hour*

*** 1st hour on scene included in cost of tow.**

Questions/Comments Received by email on 5/4/2017
The answers are in yellow highlight.

1. We can't charge for tarping according to the city ordinance. Attachment 2 (Price Schedule) in the original RFQ amended, refer to Addendum 1 dated 5/8/17.
2. It is not necessary or safe to carry gasoline due to it being a combustible liquid. Section 4.02 and Attachment 2 (Price Schedule) in the original RFQ amended, refer to Addendum 1 dated 5/8/17.
3. Tire chains are not needed. Required in Section 4.02, refer to Addendum 1 dated 5/8/2017.
4. Wheel chocks have never been needed. Section 4.02 in the original RFQ amended, refer to Addendum 1 dated 5/8/17.
5. We don't offer tire changes due to liability reasons. Section 4.02 and Attachment 2 (Price Schedule) in the original RFQ amended, refer to Addendum 1 dated 5/8/17.
6. Air tanks are not needed. Required in Section 4.02, refer to Addendum 1 dated 5/8/2017.
7. Not allowed to charge after hour release fees. Attachment 2 (Price Schedule) in the original RFQ amended, refer to Addendum 1 dated 5/8/17.
8. Please look at page 15 section 6.03 it says only 90 days to hold a city business license, the past has always been 2 yrs. Comment does not apply, no reference to a 2 year requirement for holding a city business license found in the City Ordinance regarding towing or in the sample Towing Franchise Agreement.
9. Also on page 10 section 4.11. The company that doesn't have a large enough truck and can't perform should lose their rotation spot. Don't think it would be fair for a company to stay on top of the list when they haven't spent the monies to have to proper equipment to perform. Effective with the new Towing Franchise Agreement, the MB Police will maintain separate rotation lists for the size of the vehicle to be towed and the category of tow truck the contractor operates; therefore, a contractor will not lose their spot as there will be more than 1 rotation list.
10. On page 12 section 4.24 it is saying storage would start after 24 hrs and under section 23-142 it says when can charge after the first 12 hours. Section 4.24 in the original RFQ was amended, see Addendum 1 dated 5/8/17.

Please send in your revised RFQ to the address below:

City of Myrtle Beach
3231 Mr. Joe White Avenue
Myrtle Beach, SC 29577
Attn: Purchasing Department/Tina Causey

If you have any questions, please don't hesitate to call the Purchasing Division at (843) 918-2170, or email rburleson@cityofmyrtlebeach.com, or asowers@cityofmyrtlebeach.com