

CITY OF MYRTLE BEACH

REQUEST FOR PROPOSALS #17-R0055

TOWING, RECOVERY, PRESERVATION STORAGE AND DISPOSAL OF MOTOR VEHICLES

1. **PURPOSE:** To obtain towing, preservation, storage and disposal services for the City and the public at the request of the City, as specified in the attached Franchise Agreement.
2. **SCOPE:** Include all types and sizes of publicly and privately owned vehicles as well as the cleanup and disposal of debris resulting from vehicle accidents.
3. **ELIGIBILITY:** Proposer must demonstrate successful experience in providing similar services during the preceding two (2) years; possess sufficient financial resources, facilities, equipment and personnel; and all applicable licenses, permits, insurances and bonds necessary to ensure that proposer is able to deliver services on the effective date of the franchise.
4. **PROPOSAL PREPERATION:** Only proposals which are submitted on the proposal form included with this RFP will be considered. A proposal will be rejected as non-responsive if it does not contain a price for each and every item listed on the proposal form. Proposers are warned against making erasures or alterations of any kind, and proposals containing omissions, erasures, conditions, alterations, additions or qualifications not specified will be automatically rejected as non-responsive.
5. **AWARD:** City will examine each submittal; statement of experience; service facility; service equipment; business references; and proposer's ability to provide required insurance and bonds, and will award a non-exclusive franchise to the proposer whose response most closely meets the specifications set out in this RFP based on the following subjective point values:

PROPOSAL ITEM	VALUE
Most responsive and responsible proposal	20 points
Adherence to service equipment specifications	20 points
Adherence to service facility specifications	20 points
Proposed Service Fees	20 points
Proposer's experience and business references	10 points
Licenses, permits, insurance and bonds	10 points

6. **REJECTION AND WAIVER:** The City reserves the right to reject any or all proposals or to waive irregularities or informalities at its sole discretion.

7. **RFP SCHEDULE:**

Release RFP: January 11, 2017

Proposal due: January 25 , 2017

Franchise effective date: April 1, 2017

Ending Date: March 31, 2022

8. **PROPOSAL OPENING:** Proposals will be received until 2:00 PM, January 25, 2017 at the Procurement Office located at 3231 Mr. Joe White Avenue, Myrtle Beach, South Carolina 29577. Proposals received after the above stated time will be deemed unresponsive and will be returned to the proposer unopened.

9. **WITHDRAWAL:** Any proposal may be withdrawn at any time prior to the hour fixed in this RFP for the opening of proposals, provided that a request in writing, executed by the proposer, or his duly authorized representative, for the withdrawal of such proposal is filed with the City prior to the time specified herein for the opening of proposals. No proposal may be withdrawn for a period of thirty (30) days after the opening date.

10. **AMENDMENTS OR CHANGES:** Amendments or changes to any proposal must be in writing and delivered to the City at the above address prior to 10:00 AM, January 18, 2017. Amendments or changes received after that time will NOT be considered.

11. **SUBSTITUTIONS OR DEVIATIONS:** Substitutions to or deviations from the specifications set forth in this RFP and the attached franchise agreement are strictly prohibited. Any proposal containing any substitution or deviation, no matter how slight, shall be automatically and immediately non-responsive and receive no further consideration.

12. **ESTIMATED QUANTITIES:** Based on a review of historical records, the City projects a volume of approximately 2500 motor vehicle tows per year. However, this projection is for information purposes only. No warranty or guarantee of quantities is given or implied by the City.

13. **DISQUALIFICATION:** More than one proposal for the same services described in this RFP from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has an interest in more than one proposal for the services

contemplated will cause the rejection of all proposals in which such proposer has an interest.

14. **SUBMITTAL:** Submittal of proposal constitutes an affirmation that Proposer is properly and currently incorporated or formed as a business entity. The City reserves the right to require proof of proper formation.

15. **FRANCHISE DOCUMENTS:** Proposer's are directed to review the attached franchise agreement which sets forth the terms and conditions of the franchise to be awarded. Proposer, by submitting a proposal warrants and represents that he has read and understands the franchise document and understands and agrees to be bound by its terms and conditions and is familiar with the conditions under which the services will be performed.

16. **SERVICE FEES:** Proposer's are directed to provide proposed Service Fees for each of the categories of Services to be provided under the franchise. Only those Service Fees that are set forth on the attached Schedule of Service Fees shall be authorized. Any proposal that contains additional, conditional or other Service Fees not requested in this RFP shall automatically and immediately determined to be non-responsive and will be given no further consideration.

17. SERVICE TEST PERIOD:

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

18. CONTRACT COORDINATOR:

The City may designate a Contract Coordinator whose principal duties shall be: Coordinate and approve all work under the contract. Help resolve any disputes that are brought to the attention of the City of Myrtle Beach Purchasing office. Assure consistency and quality of Contractor's performance. Schedule and conduct Contractor performance evaluations and document findings. Review and approve for payment all invoices for work performed or items delivered.

19. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS:

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent: Far exceeds requirements.

Good: Exceeds requirements

Fair: Just meets requirements.

Poor: Does not meet all requirements and contractor is subject to termination of the contract. Non-compliance is either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract. The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

20. INVOICES/PAYMENT:

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. Contractor agrees that all invoices are to be billed to the appropriate City entity.

21. RELATED EXPENSES/TRAVEL EXPENSES:

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

22. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:

While this contract is for services provided to the Police Department, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option. The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal.

23. DELETION OR MODIFICATION OF SERVICES:

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the

Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

24. SUBSTITUTION OF PERSONNEL:

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

SCHEDULE OF SERVICE FEES

SERVICE

UNIT PRICE

Class A Wrecker/Roll-back Wrecker:

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*

Class D Wrecker:

Tow	\$ _____ per tow
Recovery Work	\$ _____ per hour
Mileage (outside service area)	\$ _____ per mile
No Tow Fee	\$ _____ per call
Decoupling Fee	\$ _____ 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.

Signature of Proposer: _____

Printed Name: _____

Title: _____

Date: _____

Email Address _____

ADDITIONAL TERMS AND CONDITIONS

Failure to provide all information and/or documentation requested in this proposal may be grounds for disqualification of the proposal.

- a. List three (3) references (preferably commercial/government organizations) for whom your company now services or has serviced for a period of at least six (6) months. Please include name of company, name of individual to contact, address, telephone number and length of service. **Do not include the City of Myrtle Beach as a reference.**

a. _____

b. _____

c. _____

2. Insurance Requirements are attached. A Certificate of Insurance meeting all insurance requirements must be provided within five (5) working days after notice of award. **Work cannot begin until a valid Certificate of Insurance is provided meeting all requirements.**

3. List any exceptions to specifications:

4. A City of Myrtle Beach Business License will be required prior to commencement of work. For information, contact the Business License office at (843) 918-1200.

City of Myrtle Beach INSURANCE REQUIREMENTS

PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall purchase and thereafter maintain for the term of this agreement, and any subsequent extensions hereto, public liability insurance to protect Contractor from claims for bodily injury and/or property damage which may result from Contractor's performance of this agreement. The policy shall provide a combined single limit of liability of \$1,000,000 per occurrence for bodily injury and property damage with an aggregated limit of not less than \$1,000,000.

AUTOMOBILE LIABILITY

The Contractor shall purchase and thereafter maintain for the term of this agreement and any subsequent extensions hereto, comprehensive automobile liability insurance to protect the Contractor from claims for bodily injury and property damage which may arise from Contractor's use of motor vehicles in the performance of this agreement. The policy shall provide for a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

WORKERS' COMPENSATION INSURANCE

Prior to beginning the work, the Contractor shall take out full compensation insurance for all persons which may be employed directly or indirectly in the performance of this agreement, coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must provide Employers Liability coverage in the amount of \$500,000 each accident; \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit and shall be maintained in full force and effect during the term and any subsequent extensions hereto.

EXCESS LIABILITY POLICY

At the option of the Contractor, the limits of the primary general liability, automobile liability and employer's liability policies may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the City and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein.

POLICY ENDORSEMENTS

The following requirements shall apply to the policy(s) indicated below:

A. General Liability and Automobile Liability

It is understood and agreed that the City of Myrtle Beach, its officials, agents and employees are recognized as additional insured under the policy and, as such, will be provided thirty (30) days written notice by mail of non-renewal, exhaustion of aggregate limit, modification of coverage or cancellation for any reason, and the company hereby agrees to provide such notice. Failure of the company to provide

the required notice shall cause the coverage to continue in force for the benefit of the City, its officials, agents and employees until proper notification, as required herein, is provided, the provisions of the policy or any Certificate of Insurance to the contrary notwithstanding.

B. Workers' Compensation

The cancellation provision is hereby amended to provide that the City of Myrtle Beach will be provided thirty (30) days written notice via mail in the event of coverage cancellation.

INSURANCE REQUIREMENTS continued

NOTIFICATION OF INSURANCE COMPANIES

It is the responsibility of the Contractor to notify all insurance companies to familiarize themselves with all the terms and conditions of this agreement. The insurance companies shall waive their right of notification by the City of any change or modification of this contract, or of decreased or increased work, or of the cancellation of this agreement or of any other acts by the City or its authorized employees or agents under the terms of this agreement. The waiver by the insurance companies shall in no way relieve them of their obligations under this agreement.

CERTIFICATES OF INSURANCE

Contractor shall file with the City a Certificate of Insurance, which shall be approved by the City prior to the inception of any work. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date.

INSURER LICENSING AND RATING

All insurance companies providing coverage to the City, shall be licensed to do business in the State and have an A.M. Best rating of "A-" or better.

INSURANCE COVERAGE ADJUSTMENTS

In response to changing circumstance of loss exposures, the City reserves the right to modify the insurance coverage, limits of liability, policy endorsements and policy terms required in this contract. The City will provide written notice to the Contractor, which outlines such changes and allow Contractor a reasonable period of time in which to comply with the new requirements. However, in no event shall Contractor compliance period be longer than thirty (30) days.

COVERAGE CANCELLATION OR UNSATISFACTORY COVERAGE

If at any time any of the foregoing policies shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall, upon notice to that effect from the City, promptly obtain a new policy and submit the same for approval to the City. Upon failure of the Contractor to furnish, deliver and maintain the insurance coverage's required herein, this agreement, at the sole discretion of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under this agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

HOLD HARMLESS

Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, cost, charges,

professional fees or other expenses and liabilities of every kind and character arising out of, or relating to, any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this agreement, and/or the performance hereof, that are due to the negligence of the Contractor, its officers, employees or agents. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

INSURANCE REQUIREMENTS continued
SAMPLE

<i>CERTIFICATE OF INSURANCE</i>					CERTIFICATE NUMBER	
PRODUCER Insurance Agent Name 4000 Insurance Pkwy Anytown, USA 99999			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.			
<i>COMPANIES AFFORDING COVERAGE</i>						
INSURED Bidding Firm's Name 1000 Any Street Anytown, USA 99999			COMPANY A ABC INSURANCE COMPANY COMPANY B COMPANY C COMPANY D			
<i>COVERAGES-THIS CERTIFICATE SUPERCEDES AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE FOR THE POLICY NOTED BELOW</i>						
This is to certify that policies of insurance described herein have been issued to the insured named herein for the policy indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of such policies. Aggregate limits shown may have been reduced by paid claims.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<i>General Liability</i> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> Owners & Contractor's Prot _____	XYZ1234	00/00/00	00/00/00	General Aggregate Products-Comp/Op Agg Personal & Adv Injury Each Occurrence Fire Damage (any 1 fire)	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 1,000,000 \$ 50,000
A	<i>Automobile Liability</i> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos _____	XYZ1234	00/00/00	00/00/00	Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage	\$ 1,000,000 \$ \$ \$
	<i>Garage Liability</i> <input type="checkbox"/> Any Auto _____		00/00/00	00/00/00	Auto Only-Ea Accident Other than auto only: Each Accident Aggregate	\$ \$ \$
	<i>Excess Liability</i> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form		00/00/00	00/00/00	Each Occurrence Aggregate	\$ \$

A	Workers Compensation (and Employer's Liability) The Proprietor/Partners Executive Officers Are: <input checked="" type="checkbox"/> Inc <input type="checkbox"/> Excl	XYZ1234	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other EL Each Accident \$ 500,000 EL Disease-Policy Ltd \$ 500,000 EL Disease-Ea Employee \$ 500,000	
	Other					
Description of Operations/Locations/Vehicles/Special Items: City of Myrtle Beach is named as additional insured with respect to General and Automobile Liability						
CERTIFICATE HOLDER			CANCELLATION			
City of Myrtle Beach Attn: Purchasing Division Drawer 2468 Myrtle Beach, SC 29578-2468			Should any of the policies described herein be cancelled before the expiration date thereof, the insurer affording coverage will endeavor to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer affording coverage, its agents or representatives, or the issuer of this certificate.			
			INSURANCE AGENT SIGNATURE			

PROPOSAL AND SIGNATURE DOCUMENT

RFP NUMBER: 16-R0055

The undersigned, as Proposer, declare that we have examined all proposal documents contained herein and will contract, hereon, with the City of Myrtle Beach (hereinafter referred to as the "City") to do everything necessary for the fulfillment of this contract. We agree any addenda received are part of the RFP documents. (If no addenda has been received, please place a zero in the space provided.)

In addition, we propose to furnish the following products/services in strict conformance to the RFP requirements and proposal invitation issued by the City of Myrtle Beach for this proposal. Any exceptions are clearly noted as required.

We understand that any false statements made to meet any requirements may result in contract cancellation or initiation of action under Federal or State laws or both.

Date: _____

Proposer - Company Name

Authorized Signature

Printed Name

City Business License Number

South Carolina Sales Tax Registration No.:

If SC Sales Tax No. not supplied, please state reason:

Federal Tax ID No. (FEIN) (Required):

Mailing Address: _____

City, State, Zip



CITY OF MYRTLE BEACH LOCAL VENDOR PREFERENCE

TO QUALIFY FOR LOCAL PREFERENCE FORM MUST BE SUBMITTED WITH BID

First in Service

APPLICATION OF ELIGIBILITY TO QUALIFY FOR LOCAL VENDOR PREFERENCE WITHIN THE DEFINED BOUNDARIES: MYRTLE BEACH CITY LIMITS, HORRY COUNTY, NESA AREA (NESA area is comprised of Horry, Georgetown, Williamsburg, Florence, Marion, Darlington, Dillon, Chesterfield, and Marlboro Counties).

City of Myrtle Beach Business License: (To qualify for Local Vendor Preference vendor must have had a **City of Myrtle Beach Business License** a minimum of ninety (90) days prior to the request for bid/ proposal being made public)

City of MB Business License Number: _____ Date issued: _____

***NOT Horry County License Number**

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF BUSINESS: _____

Mailing Address: _____

Physical Address: _____

(To qualify vendor must have maintained a physical address and office as a principal place of business within the defined boundaries of the category sought for at least one (1) year, and during that time have had a majority of full-time employees, chief officers and managers regularly conducting work and business from this office.)

2. Year business was established in the City of Myrtle Beach / Horry County / NESA area:

Year: _____

County: _____
(Name of County)

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for local preference shall be prohibited from bidding on City of Myrtle Beach products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____
Printed Name & Title: _____ Phone: _____