



REQUEST FOR PROPOSALS TOWING SERVICES

Bid Due Date: August 1st, 2022 at 2:00 PM

Sealed bids will be received by the Police Department of the City of Clemson, South Carolina until 2:00 PM local time on August 1st, 2022 at which time they will be publicly opened and read aloud. All companies submitting bids are welcome to attend, but attendance is not mandatory. Details of the award will be posted on our website www.cityofclemson.org after the bid opening.

The bid opening will begin promptly at the appointed time at 1:00 PM located at the Clemson Police Department, 1198 Tiger Blvd, Clemson, SC 29631. No bid may be submitted after the bid opening begins. The bids must be in the Records Division at the time of the bid opening and it is the sole responsibility of the bidder to ensure that the bid arrives in the correct place on time.

Emailed bids will not be accepted.

Bids must be delivered to 1198 Tiger Blvd, Clemson, SC 29631 prior to the appointed time of the bid opening. The City is not responsible for bids delayed in the mail.

Request for Proposals

1.0 Purpose

The City of Clemson, South Carolina is seeking competitive bids from qualified companies to provide the City with towing service for removal and storage of vehicles that are creating a traffic hazard, abandoned, disabled from a traffic crash or for non-consensual removal of vehicles from public streets and other areas within the City, including during football games and special events or for any other lawful purpose as directed by the City as well as any City-Owned Vehicles & Equipment. Below is a description of service requirements. The term of this agreement is for 36 months, beginning on September 5th, 2022 with two 12 month options, if options are exercised. The City of Clemson is responsible for this project.

2.0 Competition Intended

The process of responding to this Request for Proposals (RFP) should involve interested companies reviewing and analyzing the information provided herein and responding in writing to any and all items where a response is requested.

3.0 Discrepancies and Questions

Should the bidder have questions, find discrepancies in the plans and/or specifications, or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the City in writing, not later than five (5) working days prior to the bid opening. These requests should be emailed to jcampos@cityofclemson.org.

All questions will be answered and any changes will be communicated through a written addendum and posted to the City's website. It is the responsibility of the bidder to check the website for any of this information prior to submitting a bid. Failure to request such clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different from the City's.

4.0 Bidder's Minimum Qualification

A qualified vendor is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance, and service contained within this RFP.

5.0 Instructions to Bidders

5.1 Definitions:

- 5.1.1 Bidder: This term is used to encompass the party seeking to have an agreement with the City of Clemson.
- 5.1.2 City: This term is defined as the City of Clemson, South Carolina. All communications relating to the bid process or the resulting purchase should be directed to the City's Police Chief or to their designated contact.
- 5.1.3 Purchase: This term means the agreement to be executed by the City and the successful bidder.

5.2 Bid Preparation: All bid responses shall be:

- 5.2.1 Prepared and submitted on the forms enclosed herein, unless

otherwise prescribed. Typewritten or completed in ink, signed by the bidding company's authorized representative with all erasures or corrections initialed and dated by said signer.

- 5.2.2 Each bid constitutes an offer and may not be withdrawn except as provided herein. Bid prices are to remain firm for the period stated in the Invitation for Bid.
- 5.2.3 Each bid shall include the name, address, telephone number and e-mail address of at least three (3) current customers for whom they have provided similar products. These references may be contacted, and if so, their responses will constitute a significant part in the bid evaluation process.
- 5.2.4 The City of Clemson assumes no responsibility for costs incurred in responding to this RFP.

5.3 Bid Submission: three (3) copies of the Bid Response shall be:

- 5.3.1 Submitted in a single sealed envelope with the following information written on the outside of the envelope:
 - The name of the bidding company;
 - Identification of items being bid; date and time of bid opening.
- 5.3.2 Mailed or delivered to the address shown in the RFP for receipt by the City by the stated deadline.
- 5.3.3 Bids not received by the time and date specified will not be opened or considered, unless the delay is a result of the City, its agents, or assigns.
- 5.3.4 All bids must be in a sealed envelope and marked "**Towing Services; Open August 1st at 2:00 PM.**" The City assumes no responsibility for unmarked or improperly marked envelopes.
- 5.3.5 All bids must be approved by the Clemson City Administrator and the department in charge of the project.
- 5.3.6 Should the bids be higher than the amount allocated by the City for this project, the City reserves the right to negotiate in good faith with the low bidder. Failing an agreement, the City may reject all bids and resubmit for new bids or make any other decisions it deems to be in its own best interest.

5.4 Errors in Bid: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the Bidder's own risk. In case of error in extension of prices in the bid, the unit price shall govern. If an error is made before submitting the bid, the error should be crossed out, corrections entered and initialed

by the person signing the bid. The City reserves the right to waive any informalities, technical defects, and minor irregularities in bids received.

- 5.5 **Award Criteria:** The award shall be made to a bidder who submits the lowest responsible and responsive bid taking into consideration product quality, past performance, and compliance with the stated terms, conditions, and specifications. Notwithstanding the foregoing, the City of Clemson reserves the right to reject any or all bids, to accept any bid submitted, to waive any informality and to negotiate with the low Bidder or Bidders on any changes which the City of Clemson considers necessary or desirable for their own interests. The City alone shall make such determination. In addition, City of Clemson's Purchasing Policies and Procedures Manual, as amended or supplemented from time to time are hereby incorporated by this reference and shall be applicable to this Request for Proposal and the City reserves all alternatives, terms and conditions as set forth therein.
- 5.6 **Compliance with laws:** The successful bidder shall obtain and maintain all licenses, permits, liability insurance, worker's compensation insurance, and comply with all other standards or regulations required by federal, state, county, or City statute, ordinances, and rules during the performance of any purchase between the bidder and the City. Any such requirement specifically set forth in any purchase document between the bidder and the City shall be supplementary to this section and not in substitution thereof.
- 5.7 **Suspension and Debarment:** The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this bid.
- 5.8 **Subcontractors:** The awarded company agrees that they shall not delegate, subcontract or assign all or any portion of the project to any third party without the express written consent of the City.
- 5.9 **Brand Name:** The use of a brand name is for the sole purpose of describing the standard of quality, performance, and a characteristic desired and is not intended to limit or restrict competition.
- 5.10 **Local Providers:** Bidders submitting proposals should keep in mind the City's goal of supporting local businesses and supply houses for materials and labor whenever practicable, so long as pricing and other contract conditions are not adversely affected.

6.0 Scope of Services

6.1 Introduction

The City of Clemson is requesting Proposals for Towing Service(s) to provide a complete towing service within the City. This will include vehicles that are creating a traffic hazard, abandoned, disabled from a traffic crash or for non-consensual removal of vehicles from public streets and other areas within the City, including during football games and special events or for any other lawful purpose as directed by the City as well as any City-Owned Vehicles & Equipment. The selected Contractor should provide 24/7 365-day prompt removal of City- owned vehicles and/or equipment from roadways that are blocking traffic or causing a danger to other motorists. The City will contract with one Contractor for this service.

6.1.1 Objective and Scope

The purpose of these specifications is to obtain a Contract with a qualified Contractor to perform the Services of towing of disabled City-owned motor vehicles and/or equipment or vehicles in violation of City ordinances, or when so directed by the City Police Department or their agents.

6.1.2 Unclaimed Motor Vehicles

Unclaimed Motor Vehicles as a result of a Police towing request may become the possession of the Contractor under the procedures established by South Carolina law. The Contractor may apply for ownership and disposal of unclaimed Motor Vehicles as allowed by South Carolina law.

Towing and storage of non-city owned vehicles will be performed at no cost to the City. Contractor will receive all funds collected from the owner or legal ownership of the vehicle, after the required paperwork has been completed.

6.2 Service Requirements

6.2.1 Response to Calls for Service

The Contractor shall respond to calls for Services from the City Dispatcher within a maximum time of thirty (30) minutes. A Contractor is deemed to have “responded” to a tow at the time the Contractor’s wrecker driver reports to the appropriate person or officer at the site of the vehicle/equipment.

6.2.2 Time of Service

The Contractor shall provide 24 hour, on-call Towing Services (7 days per week, including holidays). The Contractor shall ensure that an adequate number of drivers are on the wrecker premises or on call at any given time to meet the response time in this RFP.

The Contractor must be staffed with sufficient numbers of qualified wrecker drivers to be capable of responding regularly and without delay to calls for Services at any hour of the day or night. Illness, inability to contact qualified operators, out of service equipment and/or inadequate equipment will not be accepted as justification for delays in response to calls for Wrecker Services.

6.2.3 Storage Yard\Compound

The yard/compound used by the Contractor must be a secure location within 5 miles of the City Limits of Clemson. This location shall have a covered area to protect vehicles from the weather that need to be processed for evidence of a crime. This area shall have controlled access.

6.3 Contractor requirements:

6.3.1 Driver Requirements

All wrecker driver personnel who respond to calls under the Contract shall:

- 6.3.1.1** Be at least eighteen (18) years of age;
- 6.3.1.2** Be able to read, write and speak the English language. Additional consideration will be given for the ability to read, write, and speak additional languages;
- 6.3.1.3** Not be under the influence of drugs or alcohol;
- 6.3.1.4** Possess an appropriate current driver's license for the motor vehicle they are operating, as required by South Carolina General Statutes; and
- 6.3.1.5** Have adequate training to safely perform the services required.
- 6.3.1.6** The Contractor shall employ only such workers as are skilled in the tasks to which they are assigned. The City reserves the right to require the Contractor to remove and/or not to assign any employee the City deems incompetent, careless, insubordinate, or otherwise objectionable to working on City projects.
- 6.3.1.7** SCDOT approved reflective vest **MUST** be worn while workers are near any street, road, or highway.
- 6.3.1.8** Any and all other necessary personal protective equipment must be provided by the Contractor and properly used by the employee.

All wrecker drivers must be equipped and qualified to perform such tasks as; release of spring set/ air release parking brakes, axle shaft removal, driveway's U-joint separation, air bag recovery, rigging and other similar tasks frequently encountered in the recovery of wrecked and/or disabled Motor Vehicles.

6.3.2 Equipment Requirements

Contractor(s) must own or full time lease a minimum of (2) two small Wreckers/Rollbacks. Any combination will be accepted with a minimum of one Rollback

and one Wrecker

- 6.3.2.1 Small Rollback/Wrecker: Must be of heavy duty style with hydraulic tilt bed on rollback, wheel lift, and power winch of not less than 8,000 pounds of single line capacity on both wreckers and rollbacks.
- 6.3.2.2 Large Wrecker must be of extra heavy duty style with power winch rated, not less than 50,000 pounds combined lines.
- 6.3.2.3 Ownership, lease or subcontractor must be in effect prior to the start of agreement with City. This will give all Contractor the opportunity to purchase/lease, subcontract any trucks to meet the equipment requirements.
- 6.3.2.4 A portion of the equipment (trucks) can be subcontracted with approval of the City.

6.3.3 Equipment Condition and Capacity

All towing equipment must have functional brakes, lights, signals and related equipment must be maintained in good condition to assure safe tows up to the rated capacity of the towing unit.

- 6.3.3.1 While towing equipment need not be reserved exclusively to meet the requirements of the City, the Contractor must possess sufficient towing capacity to assure that the needs of the City can be met within the response time deadlines and with the proper type of equipment.

6.3.3.2 WRECKER CLASSIFICATION

1. Class A: Light Duty Wrecker Class A Wreckers, for towing vehicles weighing seven thousand (7,000) pounds or less, (passenger cars, pickup trucks, motorcycles, small trailers, and similar vehicles) shall meet the following minimum requirements:

a. Conventional Wrecker

- (1) Minimum gross vehicle weight rating (GVWR) of not less than ten thousand (10,000) pounds.
- (2) Individual boom capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer.
- (3) Individual PTO or hydraulic power winch capacity of not less than eight thousand (8,000) pounds as rated by the manufacturer with at least one hundred (100) feet of three-eighths (3/8) inch cable drum.
- (4) A manufactured wheel-lift with a retracting lifting capacity of not less than three thousand five hundred (3,500) pounds as rated by the manufacturer, with safety chains.
- (5) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
- (6) Dual rear wheels.

(7) Additional safety equipment as specified by the regulations.

b. Rollback Wrecker

(1) Minimum gross vehicle weight rating (GVWR) of not less than eleven thousand (11,000) pounds.

(2) Must have at least an eight thousand (8,000) pound winch as rated by the manufacturer with at least fifty (50) feet of three-eighths (3/8) inch cable or larger.

(3) Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.

(4) Additional safety equipment as specified by the regulations.

2. Class B: Medium Duty Wrecker Class B Wreckers, for towing vehicles weighing between seven thousand one (7,001) and seventeen thousand (17,000) pounds or multiple vehicles weighing seven (7,000) pounds respectively (medium-sized trucks, road tractors/trailers and similar vehicles), shall meet the following requirements:

a. The tow truck chassis shall have a minimum gross vehicle weight rating (GVWR) of not less than twenty two thousand (22,000) pounds.

b. Must have at least a twelve-ton boom assembly as rated by the manufacturer.

c. Two winches, each of ten thousand pound capacity or more as rated by the manufacturer.

d. A manufactured wheel-lift with a retracting lifting capacity of not less than six thousand five hundred pounds as rated by the manufacturer, with safety chains.

e. Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.

f. Additional safety equipment as specified by the regulations.

3. Class C: Heavy Duty Wrecker Class C Wreckers, for towing vehicles in excess of seventeen thousand pounds (large trucks, road tractor/trailers and similar vehicles), shall meet the following minimum requirements:

a. Truck chassis having a minimum gross vehicle weight rating (GVWR) of not less than forty six thousand pounds.

b. Tandem axles or cab to axle length of not less than one hundred two inches.

c. A single or double boom with a capacity of not less than fifty thousand pounds as rated by the manufacturer.

d. A single winch with a capacity of fifty thousand pounds as rated by the manufacturer or an individual power winch capacity of not less than

- twenty-five thousand pounds as rated by the manufacturer and a total rating with both winches of fifty thousand pounds.
- e. A manufactured wheel-lift with a retracting lifting capacity of not less than twelve thousand pounds as rated by the manufacturer, with safety chains.
 - f. One hundred fifty feet of five-eighths inch cable or larger, plus fifty feet of five-eighths inch drop cable.
 - g. Airbrakes constructed so as to lock wheels automatically upon failure.
 - h. Light and air brake hookups.
 - i. Come-A-Longs, chains, or other similar devices shall not be used as substitutes for winch and cable.
 - j. Additional safety equipment as specified by the regulations.

6.3.4 Site Cleaning Requirements

Each wrecker operator will clean all broken glass, auto parts, minor spills or other debris other than major chemical spills from the roadway or the area of the tow.

Repeated failure may result in termination of a Contractor's agreement. The wrecker operator shall carry away such debris for disposal at the Contractor's expense. The necessary clean up equipment shall be kept on the tow truck at all times and must be kept in working order.

NOTE: All large-scale chemical spills will be handled by the Fire Department or another party.

6.4 Contractor Employee Requirements

6.4.1 Character and Conduct of Employees

6.4.1.1 Employees of the Company who normally and regularly come into direct contact with the public or with City employees shall be clearly identifiable by, but not limited to, individual uniforms with name badges, name tags or identification cards.

6.4.1.2 All Company vehicles must be clearly marked with the Company name and phone number.

6.4.1.3 The Company shall assure that its employees serve the public and City employees in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

6.4.1.4 In the event a report is received alleging an employee(s) of the Company was discourteous, belligerent, and profane or in any way intimidating, either physically or verbally, the Company shall submit a written report to the Chief of Police outlining the complete details of the incident. Said report shall include the

nature of the incident, time, date and location, and name, address and telephone number of the person alleging the violation. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken.

6.4.2 Criminal Records Check Company Drivers

Contractor shall be responsible for performing their own criminal records checks to ensure that each driver who provides Services under this Agreement meets the requirements. Contractor shall run criminal record checks for each driver prior to assigning that driver to perform work under the Contract, and at least once per year thereafter. Contractor shall maintain written records of each criminal records check for a period of three (3) years after the check is performed (including all information gathered about the driver's criminal history), and shall make such records available for inspection and copying by the City within 24 hours after the City requests them. The City shall be entitled to request such records from time to time, as it deems appropriate to monitor performance under the agreement.

6.5 Additional Information

6.5.1 Sale of Unclaimed Motor Vehicles

The disposal or sale of any unclaimed Motor Vehicle towed and stored under this Contract shall be in accordance with the provisions of applicable South Carolina law, the South Carolina General Statutes, and any additional or subsequent provisions that go into effect after this IFB.

6.5.2 Records of Past Tows

The Company will keep complete records of all tows performed under this agreement for a period of not less than three (3) years after the date of the tow.

6.5.3 Invoices to the City

The Contractor shall submit one (1) invoice for each of the Services that the City has directly received.

Invoices for towing of City-owned vehicles and/or equipment will be invoiced at the time of the tow with City vehicle/equipment number listed. All payments to the Contractor will be made from these invoices.

6.5.4 Damage to vehicles or equipment

The Contractor is responsible for any damage to City-owned vehicles or equipment. Any existing damage at the time of the tow should be noted by the Contractor. The Contractor is also responsible for any damage caused to any other vehicles or property.

6.5.5 Inspection of Storage Facility

The contractor is subject to random inspections by the city of its storage facility

to ensure it is property caring and storing vehicles towed under this contract. Facilities that do not meet the standards of the city are subject to the termination of this contract.

7 **Terms & Conditions**

7.1 Insurance: Company agrees that Company shall keep and maintain general automobile liability insurance in the amount of \$ 1,000,000 per occurrence for each vehicle and \$1,000,000 in aggregate for all vehicles which Company brings onto City property or use in any manner in the provision of services, including transportation to and from the site (s) where the services are rendered; and Company further agrees that Company shall maintain general liability insurance in the amount of at least \$1,000,000 per incident/occurrence and \$1,000,000 in aggregate for all incidents/occurrence during the policy period; and Company agrees that Company shall maintain Worker's Compensation Insurance on all of the Company's employees. In no event shall Company serve as self-insurer for the purpose of Workers Compensation Insurance. All liability insurance policies shall also cover the vehicle storage facilities used by the company and shall have a minimum coverage of \$1,000,000.

Company also agrees that Company shall provide, in a form acceptable to City, certificates of Worker's Compensation Insurance, Automobile Liability Insurance and General Liability Insurance.

7.2 Illegal Immigration Reform Act Compliance: The Contractor certifies that the Contractor will comply with the requirements of Chapter 14, Title 8 of the South Carolina Code of Laws titled Unauthorized Aliens and Public Employment and agrees to provide to the City of Clemson any documentation required to establish either; (a) the applicability of such law to the Contractor, subcontractor, and sub-subcontractor; or (b) the compliance with this law by the Contractor and any subcontractors or sub- subcontractors.

7.3 Freedom of Information Act: All bids will be public information, per FOIA guidelines.

7.4 Non Appropriation of Funds: This Agreement shall be subject to the availability and appropriation of funds by Management, and City Council. If the Council does not appropriate the funding needed by the City to make payments under this Agreement for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Agreement.

7.5 Equal Opportunity to Submit Proposals: The Agency hereby notifies Potential Proposers that all firms will be afforded equal opportunity to submit proposals in response to this request and will not be discriminated against in consideration for award on the basis of race, religion, color, sex, creed, marital status, ancestry, physical

or mental disability, medical condition, sexual orientation, national origin, age, or any other consideration made unlawful by federal, state or local laws.

7.6 City Business License: The successful company, prior to execution of the contract, must possess or obtain a City of Clemson business license. Such license must be maintained throughout the duration of the contract. The fee for such license is based on the amount of the contract with the City if the company is not currently doing other business inside the City limits. If the company is currently doing other business within the City limits of Clemson, and does not possess a business license, then the fee for the license is based on the total gross receipts from customers within the City limits. Contact the City Business License Office at 864-653-2030 to determine the exact amount or to ask other pertinent questions regarding doing business in the City of Clemson.

7.7 Excluded Bidders: Bids from companies may be excluded for any of the following reasons:

- Reason to believe collusion exists among the companies
- The company is involved in any litigation against the City
- The company is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Excluded Vendors/Companies can resubmit complete company information with references for City review after a minimum of one year from the last excluded bid. City will contact Vendor/Company with its decision within 30 days of company information submittal. City reserves the right to include or exclude said Vendor/Company based on findings.

7.8 Local Purchasing: It is the intent of the City of Clemson to promote the use of local businesses and hiring citizens living within the local Clemson/Pickens County area when possible.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED

8 Bid Sheet

PUR1001

We, the undersigned, do hereby affirm that we have read and understand the enclosed bid requirements and specifications; and do submit this bid for the items listed below:

Fees charged for the towing of City-owned vehicles inside the City limits.

Changing of a flat tire on a passenger car or light truck	\$_____
Towing or flat bedding of Cars and trucks 1 ton and under	\$_____
Trucks and equipment under 26,000 GVW	\$_____
Trucks and equipment over 26,001 GVW	\$_____
Heavy truck over 49,000 GVW or equipment moved by trailer	\$_____

Fees charged for towing of City-owned vehicles outside the City limits.

	Hookup fee	Cost/mile
Cars and trucks 1 ton and under:	\$_____	\$_____
Trucks & equip. under 26,000 GVW	\$_____	\$_____
Trucks & equip. over 26,000 GVW	\$_____	\$_____
Heavy truck over 49,000 GVW equip. or moved by trailer	\$_____	\$_____
Storage Fees per day	\$_____	\$_____

Company Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Telephone Number: _____ Fax Number: _____

Address: _____

Email: _____

Bidders should submit 3 copies of Bid Sheet

9.0 Customer Service

Please remember, although you are a contracted City service, you each represent the City of Clemson during all work performed, face-to-face as well as telephone conversations. These guidelines are to give all contract employees a solid feeling for what the City of Clemson expects from any contracted service.

Overview:

- Be friendly, courteous, and helpful
- Company uniforms must be worn at all times
- Staff members must look and act professional at all times.

CONTRACTORS EMPLOYEES:

Before the Contractor can enter the project site, it shall investigate and determine that its employees working on the project site are not listed on the sexual offender registry. Contractor shall require all subcontractors to make a similar investigation. One such investigation within six (6) months of commencement of the project work, by the employer, fulfills the City's requirement for the Project.

The Clemson Police Department along with the City of Clemson also reserves the right to cancel any contracts, agreements, purchasing or distribution, etc., if they feel the project, purchasing, vehicle(s), and or property(s) may be in jeopardy due to the Contractor's employee(s) having a criminal history which may lead to ethical issues while dealing with City workings or investigative activities.

COMPANY: _____

PRINT NAME AND TITLE: _____

SIGNATURE: _____ DATE: _____