



CITY OF HOUSTON
Administration and Regulatory Affairs Department
Strategic Purchasing Division

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March 31, 2010

SUBJECT: Letter of Clarification 1

REFERENCE: Invitation to Bid No.: L37-L23584 for Towing Services for Vehicles and Equipment for the City of Houston

TO: All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

- The Bid Form has been changed to reflect the fact that some lines have been added and/or deleted and some Bid Groups have been added. **If you have submitted or filled in your Bid Form, please cancel it and re-submit your bid.**
- **To clarify the above referenced solicitation as follows:**

Page 5, Sub-section 2.3 under Section 2.0, SCOPE OF WORK, IS REVISED AS FOLLOWS:

Contractor shall maintain at least ~~seven (7)~~ fourteen (14) approved wreckers and two (2) roll-back trucks.

Page 5, Sub-section 2.5.1 under Section 2.0, SCOPE OF WORK, IS REVISED AS FOLLOWS:

THE LAST SENTENCE IS REMOVED IN ITS ENTIRETY.

Page 7, Sub-section 2.11.3 under Section 2.0, SCOPE OF WORK, IS REVISED AS FOLLOWS:

When required by the State of Texas, Drivers shall have a current Commercial Drivers License (CDL) issued by the State of Texas.

Page 8, Sub-section 2.12.5 under Section 2.0, SCOPE OF WORK, IS REMOVED IN ITS ENTIRETY:

~~Contractor shall immediately contact the authorized City representative (dispatcher) upon arrival at dispatched location and make note of the arrival time.~~

Page 10, Sub-section 2.15.6.2 under Section 2.0, SCOPE OF WORK, THE LAST LINE OF THE SECOND SENTENCE SHALL BE REVISED AS FOLLOWS:

The Contractor shall equip the interior storage spaces with alarm sensors on all exterior doors and windows where seized vehicles are stored to prevent theft and intrusion. This system shall be monitored 24 hours a day, 7 days a week, by an on-duty dispatcher ~~and~~ or monitoring

station. Contractor shall provide a point of contact for access 24 hours per day, 7 days per week, 365 days per year.

Page 11, Sub-section 2.15.6.5 under Section 2.0, SCOPE OF WORK, IS REVISED AS FOLLOWS:

Loss, theft, or damage to any vehicle while in the Contractor's custody shall be reported immediately to the Department's Representative. Loss and/or damage to the vehicle shall be replaced **by the Contractor, at his/her expense**, (with that of like or equal value) or repaired, as instructed by the Department's Representative, within 20 days of notification. The Contractor will not be responsible for vehicle damage that occurs due to natural disasters.

Page 13, Sub-section 2.20 under Section 2.0, SCOPE OF WORK, IS REVISED AS FOLLOWS:

If the vehicle or equipment is gone on arrival of the Contractor and it is confirmed that the Contractor arrived in the time required by the contract, and no notice of cancellation was given prior to arrival, Contractor may charge for "Dry Run Service Call". Also if a vehicle or equipment is being towed from or to a city or an outside vendor repair facility and the unit is not accessible for pickup then the Contractor may charge for a "Dry Run Service Call". However the Contractor must contact the manager at the facility and inform the manager that the Contractor cannot gain access to the vehicle or equipment. The manager's name and employee number should be noted on the tow ticket. Dry run charges will be billed separately and must be approved by the Director of the department that requested the towing service.

Page 13, Sub-section 2.24.3 under Section 2.0, SCOPE OF WORK, IS REVISED AS FOLLOWS:

Loss, theft, or damage to any vehicle while in the Contractor's custody shall be reported immediately to the Department's Representative. Loss and/or damage to the vehicle shall be replaced, **by the Contractor, at his/her expense** (with that of like or equal value) or repaired, as instructed by the Department's Representative, within 20 days of notification. The Contractor will not be responsible for vehicle damage that occurs due to natural disasters.

Page 14, under Sub-section 2.26.1 under Section 2.0, SCOPE OF WORK, ADD THE FOLLOWING PARAGRAPH:

2.26.2 In the event a vehicle will not start due to mechanical issues, lack of a key, alarm malfunction, etc, the Contractor will not be able to perform the required monthly maintenance as describe in this section. The "no-start" status will be documented as required in Section 2.21.1 in the report provided to the Department's Representative. In this case, a vehicle may be moved, at the discretion of the Department's Representative, to a status of: OUTSIDE / NO MAINTENANCE. The Contractor will perform all maintenance for the vehicles except for the starting, moving 15 feet forward and back.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the proposers to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation.

If you have any questions or if further clarification is needed regarding this Request for Proposal, please contact me

Sincerely,

Joyce A. Hays

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cc: T23584 Solicitation File

Attachments: Revised pages 5, 7,8,10,11,13,14

End of Letter of Clarification 1

SECTION B
SCOPE OF WORK/SPECIFICATIONS

1.0 BACKGROUND

- 1.1 This contract is for towing services for the City of Houston (herein after referred to as the "City"). The Contractor awarded this contract shall have the experience and technical ability to perform all work specified herein.

2.0 SCOPE OF WORK

- 2.1 Contractor shall provide light-duty, medium-duty, and heavy-duty towing services, tire changing and battery charging/starting services. Services apply to disabled City-owned vehicles or equipment and privately-owned vehicles in police custody.

2.1.1 Not all vehicles may require towing. Occasionally, roadside assistance may suffice as in the case of light duty passenger cars which only require a tire change or battery charge.

- 2.2 Contractor shall provide all tools, supplies, fuel, transportation, equipment, labor, training and supervision necessary for light-duty, medium-duty, and heavy-duty towing and starting services.

- 2.3 Contractor shall maintain at least ~~seven (7)~~ fourteen (14) approved wreckers and two (2) roll-back trucks.

- 2.4 Light-duty, medium-duty, and heavy-duty wreckers shall be available twenty-four (24) hours per day, seven (7) days a week and fully operational with all the required equipment in good working order.

- 2.5 Towing services shall be provided on an as-needed basis.

2.5.1 Due to the nature of handling seized vehicles, the Contractor shall have light-duty, medium duty and heavy-duty wreckers available 24 hours a day to be used at the direction of the Department's Representative. The Contractor may be called upon to stage numerous wreckers at a location while an on-going investigative operation is in progress. The Contractor shall be directed to the final location(s) by on-scene officers. The Contractor shall ensure his/her employees do not divulge the covert investigative operation to other parties. The Contractor may be directed to tow a vehicle to a location other than the Contractor's storage facility. Due to investigative necessity, the wrecker may be required to wait while the investigation continues. Stand-by rates will apply in this situation. The Contractor shall provide the appropriate wrecker needed for the situation. The wrecker shall arrive within 1 hour, unless specialized equipment is needed to complete the tow. In that case, the Contractor shall contact the on-scene officer via telephone to advise of the delay. The towing of a seized vehicle shall be considered a priority tow. The Contractor will have 7 light-duty, 1 medium duty and 2 heavy-duty trucks available 24 hours a day, 365 days a year, for the towing of vehicles seized by narcotics. The Contractor will have roll-back type wreckers available to safely tow specialty vehicles requiring such.

2.6 Approved Light-Duty Wrecker

2.6.1 Contractor shall provide an approved light-duty tow truck with the capacity to tow a vehicle with a combined gross vehicle weight of 10,000 pounds or less equipped with

2.10 Additional Types of Wreckers and Equipment

2.10.1 Contractor may use a Roll-Back truck to tow vehicles or equipment. The vehicles or equipment shall be secured with no over hang.

2.10.1.1 A Roll-back truck is defined as a heavy truck equipped with a tilt bed and winch.

2.10.2 Contractor may use a Low-Boy truck and trailer to tow vehicles or equipment.

2.10.2.1 A Low-Boy truck and trailer is defined as a truck and trailer combination designed for transporting vehicles or equipment.

2.10.3 Contractor may use an Under-Reach to lift vehicles or equipment.

2.10.3.1 An Under-Reach is defined as a device capable of extending under the vehicle to be towed.

2.10.4 Contractor may use a Wheel Lift to transport vehicles or equipment.

2.10.4.1 A Wheel Lift is defined as a device used to safely lift the vehicle by the wheels when bumpers cannot be used.

2.11 Personnel

2.11.1 Contractor shall provide trained and skilled personnel with experience in performing wrecker services.

2.11.2 Drivers shall be employees of the Contractor.

2.11.3 When required by the State of Texas, Drivers shall have a current Commercial Drivers License (CDL) issued by the State of Texas.

2.11.4 Personnel shall wear identification badges or distinctive uniforms furnished by the Contractor. Upon arrival at the dispatched location or City premises, personnel shall identify themselves to a City representative on site.

2.11.5 Contractor shall designate one (1) employee as Contract Coordinator. The Coordinator will address contract-related issues and resolve disputes.

2.11.6 Personnel providing towing services shall be able to speak, read, write, and understand the English language.

2.12 Dispatch and Services

2.12.1 Contractor shall tow vehicles or equipment only at the request of an authorized City representative (dispatcher).

2.12.2 Contractor shall maintain one or more dispatchers on duty twenty-four (24) hours a day, seven (7) days a week to respond to telephone requests for service and to transmit information to the authorized City representative (dispatcher). A mechanical or electronic answering device is not acceptable.

- 2.12.3 Contractor shall maintain and operate a mobile two-way radio system or cellular telephone equipment to facilitate continuous communications with all on-duty wreckers. A paging system is not considered an adequate communication system.
- 2.12.4 Contractor shall respond to service request by directing an approved wrecker to the dispatched location designated by authorized City representative (dispatcher).
- 2.12.4.1 Locations may be specific job sites, City facilities, streets, roadways or any place where a vehicle or equipment has become disabled.
- 2.12.4.2 Contractor may decline to provide service, without any penalty, if the vehicle or equipment is located more than fifty (50) feet (measured horizontally) off of hard pavement, or is more than twelve (12) feet (measured vertically) below the pavement elevation.
- 2.12.5 Contractor shall perform work while the operator of the vehicle or equipment or designated City representative is present. If the operator or designated City representative is not present, the Contractor shall contact the authorized City representative (dispatcher) to get instructions on how to proceed.
- 2.12.6 Contractor shall ensure that the vehicle or equipment is properly secured and free from danger or harm during transportation.
- 2.12.7 Contractor shall make accommodations for at least one (1) City representative in the cab of the wrecker to accompany the vehicle or equipment during the tow.
- 2.12.8 Contractor shall transport the vehicle or equipment to the location designated by the authorized City representative (dispatcher) and provide a copy of the Delivery Ticket or Service Orders to the City representative that receives the vehicle or equipment.

Delivery Ticket and/or Service Orders shall include the information as stated below in 2.25.

2.13 Levels of Service

- 2.13.1 Contractor shall perform all services diligently and without unnecessary interruptions or delay.
- 2.13.2 Service shall meet or exceed the technical service specifications and requirements specified by the original equipment manufacturer for the vehicle or equipment being towed. This provision is required to prevent damage to the vehicle drivetrain and other mechanical systems during towing.
- 2.13.3 Dispatch Requirements:
- 2.13.3.1 The Contractor shall have a staffed dispatch center 24 hours a day, 7 days a week. The dispatch center will handle all incoming calls and dispatching wreckers needed for the towing of a seized vehicle. The Contractor shall utilize a dispatch management system software, such as *TOPS Link*, that permits the HPD dispatcher to request service, check status of calls in progress and provide pertinent information to the Contractor's dispatch center. This shall be an Internet based program utilizing a secure website. The information will be entered into the system by the HPD dispatcher and

2.15.4.1 The Contractor shall provide a minimum of 20,000 square feet of secure interior warehouse space for the storage of 175 vehicles. The vehicles shall be parked in a manner to provide walking access between them for inspection and maintenance. The Department's Representative will inspect all buildings to determine the buildings' suitability of security and protection from the weather prior to the awarding of the contract. The interior storage area shall be a fully enclosed structure with substantial/permanent walls, roof, and floor which shall allow for movement of vehicles while controlling surface/environmental problems such as standing water, mud, dirt and dust. The Contractor is not required to have the 20,000 square feet of storage space in just one building; an aggregate total of the square feet of several buildings may be used. However, the Contractor is required to have all the buildings at the same location.

2.15.4.2 If needed, the Contractor will only use pre-approved vehicle covers to cover the overflow vehicles which exceed the 175 required to be indoors and that must be stored outside. The covers will be made to fit the entire vehicle and the material shall be breathable and moisture resistant. All covers must filter out dust and pollutants to protect the vehicles' finish from scratches and dents.

2.15.5 Outside Storage Requirements:

2.15.5.1 The Contractor shall have outside secure space for the segregation and storage of 210 light duty vehicles and 15 large vehicles (tractor trucks/trailers). The Department's seized vehicles shall be segregated from all other vehicles with a barrier to restrict all unauthorized access. Acceptable barriers include cyclone security fencing and buildings. Security tape is not an acceptable barrier. The Contractor shall ensure restricted visibility of stored vehicles to the public. Visibility shall be controlled sufficiently by sight barriers to shield seized vehicles from outside view. The Department's Representative will inspect a prospective Contractor's facility for compliance with this section.

2.15.6 Security Requirements:

2.15.6.1 The security of any seized asset is paramount. The Contractor shall provide an outside storage area with perimeter security fencing a minimum of 7' tall. Exterior lighting must provide adequate illumination to act as a deterrent to criminal activity. The Department's Representative will inspect the premises for compliance prior to the awarding of the contract. The inside storage warehouses must be of solid construction to protect the vehicles from criminal activity and weather. A minimum of 30 video surveillance cameras shall be utilized to monitor the activity near the stored vehicles. The cameras shall provide both interior and exterior coverage of the grounds, buildings, and vehicles. A live video feed shall be provided to the Department Representative for off-site remote viewing via the Internet. The software and training for use must be provided to the Department's Representative at no charge. The cameras will be monitored 24 hours a day, 7 days a week by on-site employees of the Contractor.

2.15.6.2 The Contractor shall equip the interior storage spaces with alarm sensors on all exterior doors and windows where seized vehicles are stored to prevent theft and intrusion. This system shall be monitored 24 hours a day, 7 days a week, by an on-duty dispatcher ~~and~~ or monitoring station.

Contractor shall provide a point of contact for access 24 hours per day, 7 days per week, 365 days per year.

2.15.6.3 The Contractor shall maintain all documents pertaining to the seized vehicles in a secure manner. Locking filing cabinets must be used to store and maintain files on all vehicles impounded. Locking key boxes must be used for all keys on vehicles impounded. Only pre-authorized individuals meeting Houston Police Department (HPD) background checks and screening requirements and those individuals with contract clearance from the Department Representative shall be allowed access to those locked and secured storage files. Only those individuals with security clearance will be allowed to enter the vehicle storage areas. All inquiries on the seized vehicles will be recorded and reported to the Contracting Officer. Additionally all computer systems shall have an HPD security level access program in place.

2.15.6.4 The Contractor shall provide a detailed physical security plan describing alarm system, emergency response notification, access points, indoor and outdoor lighting.

2.15.6.5 Loss, theft, or damage to any vehicle while in the Contractor's custody shall be reported immediately to the Department's Representative. Loss and/or damage to the vehicle shall be replaced **by the Contractor, at his/her expense,** (with that of like or equal value) or repaired, as instructed by the Department's Representative, within 20 days of notification. The Contractor will not be responsible for vehicle damage that occurs due to natural disasters.

2.15.6.6 Access is restricted to the Contractor or their authorized employees, the Department's Representative and his/her designees, or individuals that are approved by the Department's Representative

2.15.7 Personal Property:

2.15.7.1 Contents in a seized vehicle that are not standard accessories, such as: clothing, personal items, compact discs, tapes, furniture, appliances, supplies, cargo, etc. will be removed from the vehicle and stored in a safe, secure location. The Contractor shall advise the Department's Representative of the property and shall maintain custody of the items until delivered to the Department's Representative or designee.

2.16 Description Of Initial Intake Procedures, Key Tags And Impounding Procedures:

2.16.1 Only employees meeting the screening requirements and back ground checks performed by Contractor will be allowed to perform work under this contract. Each wrecker driver will be required to complete a new Contractor inspection report on each vehicle. All damages on each vehicle shall be noted and pictures shall be taken of all damages, radios, mileage, and special equipment before each vehicle is taken into custody. No vehicle will be accepted with personal property without approval, and all discrepancies shall be reported to the Department's Representative immediately. Contractor shall utilize a computer program to track all necessary information pertaining to each seized vehicle, time, date, locations, and all work performed. Upon arrival at the impound yard, at least 6 pictures shall be taken of each seized unit. Pictures and other required documentation shall be forwarded to the Department's Representative within five business days. The Department's Representative shall be notified by email no later than the next business day of the arrival of a vehicle received at the storage lot for seizure. All vehicles requiring

2.15.3 Other wreckers shall meet all the requirements of an approved wrecker.

2.20 Dry Run

2.20.1 If the vehicle or equipment is gone on arrival of the Contractor and it is confirmed that the Contractor arrived in the time required by the contract and no notice of cancellation was given prior to arrival, Contractor may charge for a "Dry Run Service Call". **Also if a vehicle or equipment is being towed from or to a city or an outside vendor repair facility and the unit is not accessible for pickup then the Contractor may charge for a "Dry Run Service Call". However the Contractor must contact the manager at the facility and inform the manager that the Contractor cannot gain access to the vehicle or equipment. The manager's name and employee number should be noted on the tow ticket.** Dry run charges will be billed separately and must be approved by the Director of the department that requested towing service.

2.21 No Start Vehicles

2.21.1 The Contractor shall provide a monthly report to the Department's Representative of vehicles that will not start and a brief description for the reason the vehicle will not start. Also, only by written approval will repairs be performed. All required monthly and approved maintenance shall be recorded on Contractor's preprinted maintenance check sheets located in each vehicle's individual folder. The following items shall be noted in a monthly maintenance log: Tire checks, fluids checks, battery checks and notations if vehicle needed a jump start, if vehicle started and moved forward and backwards as required, and any needed repairs that may arise from time to time.

2.22 Cancelled Service Call

2.22.1 A service call may be cancelled at any time. If an approved wrecker is dispatched and arrives at the designated location prior to notice of cancellation, the Contractor may charge for a "Road Service Call".

2.22.2 The wrecker may be dismissed by a police officer at the scene or the authorized City representative (dispatcher) only.

2.23 Mileage

2.23.1 Contractor may charge a mileage rate for pick-up of vehicles outside Houston city limits. The mileage rate applies to loaded miles, which is the total number of miles driven from outside of Houston city limits to Houston city limits line.

2.23.1.1 Formula: Flat rate per service call + (number of loaded miles x rate per mile)

2.24 Damaged Property

2.24.1 If City property is damaged as a result of carelessness or neglect by the Contractor or its agents, the Contractor shall be responsible for all repair costs.

2.24.2 The City shall not be liable for any loss, breakage, or damage to tools, materials, supplies, vehicles or equipment owned by the Contractor or its agents.

2.24.3 Loss, theft, or damage to any vehicle while in the Contractor's custody shall be reported immediately to the Department's Representative. Loss and/or damage to the vehicle shall be replaced, **by the Contractor, at his/her expense** (with that of like or equal value) or repaired, as instructed by the Department's Representative, within 20 days of notification. The Contractor will not be responsible for vehicle damage that occurs due to natural disasters.

2.25 Service Orders or Delivery Tickets

2.23.1 Service Orders or Delivery Tickets must contain, at a minimum, the following:

- 2.25.1.1 Date of service;
- 2.25.1.2 Name of Department/Division that requested service;
- 2.25.1.3 Name of authorized City representative (dispatcher) who requested services;
- 2.25.1.4 Dispatch time;
- 2.25.1.5 Dispatch number (Issued by the City);
- 2.25.1.6 Type of vehicle or equipment;
- 2.25.1.7 Shop number or VIN of vehicles not owned by the City;
- 2.25.1.8 Dispatched location of vehicle or equipment (address);
- 2.25.1.9 Arrival time at dispatched location;
- 2.25.1.10 Departure time from dispatched location;
- 2.25.1.11 Type of service provided;
- 2.25.1.12 Quantity of each service provided;
- 2.25.1.13 Delivery location;
- 2.25.1.14 Arrival time at delivery location;
- 2.25.1.15 Departure time from delivery location; and
- 2.25.1.16 Signature and employee number of the authorized City representative who approved the completed towing service.

2.26 Monthly Maintenance Procedures

2.26.1 Vehicle maintenance shall be performed on a monthly basis. All vehicles shall be washed, and shall have all fluids checked and filled, if necessary. The Contractor shall provide cleaning supplies and vehicle fluids (oil, transmission fluid, power steering fluid etc,) at the Contractor's expense. If fuel for a vehicle is needed, the Contractor shall contact the Department's Representative for authorization for the purchase. Upon approval, the Contractor shall purchase the fuel and the Department will reimburse the Contractor for the expense. Tires shall also be checked and inflated, if necessary. The vehicles shall then be started and run for approximately 10 minutes. For this duration, the vehicle shall be driven at least 15 feet forward and 15 feet back to the original place. While performing a monthly inspection on the cars, any needed repairs shall be reported to the Department's Representative on a case by case basis for approval or rejection by the Department's Representative.

2.26.2 In the event a vehicle will not start due to mechanical issues, lack of a key, alarm malfunction, etc, the Contractor will not be able to perform the required monthly maintenance as describe in this section. The "no-start" status will be documented as required in Section 2.21.1 in the report provided to the Department's Representative. In this case, a vehicle may be moved, at the discretion of the Department's Representative, to a status of: OUTSIDE / NO MAINTENANCE. The Contractor will perform all maintenance for the vehicles except for the starting, moving 15 feet forward and back.

2.27 Invoices