

	<b>CITY OF HOUSTON ADMINISTRATION &amp; REGULATORY AFFAIRS DEPARTMENT</b>  <u><b>NOTICE OF REQUEST FOR QUALIFICATIONS</b></u> <b>MAY 11, 2010</b>	<b>STRATEGIC PURCHASING DIVISION</b> 901 Bagby Street Concourse Level Houston, Texas 77002
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**Request for Qualification Information:**

RFQ Number: **Q23672**

RFQ Name: **Safe Clear Freeway Towing and  
Emergency Road Service**

Date Issued: **May 11, 2010**

Contact Person: **Sergeant Michael Provost**

Phone #: **713-308-1462**

Email Address: **Michael.provost@cityofhouston.net**

Deadline for Submissions: **June 10, 2010 @ 5:00 pm**

**Submittals Delivered to:**

Physical Address: **Houston Police Department  
Auto Dealers Detail  
Attn: Sgt. Mike Provost  
1200 Travis, 14<sup>th</sup> Floor  
Houston, Texas 77002**

Mailing Address: **Houston Police Department  
Auto Dealers Detail  
Attn: Sgt. Mike Provost  
1200 Travis, 14<sup>th</sup> Floor  
Houston, Texas 77002**

**NOTICE:** Notice is hereby given that letters of interest and statement of qualifications will be received by the Houston Police Department, for consideration to participate in the Safe Clear Freeway Towing and Emergency Road Service Program (the "Safe Clear Program") by submitting with the City at the above location.

**PURPOSE/BACKGROUND:** Pursuant to section 8-127 of the City of Houston Code of Ordinance (the "Code"), on recommendation of the mayor and approval by the city council, the Chief of Police may execute non-exclusive agreements on behalf of the city with any tow operator then holding a valid police-authorized tow service agreement under section 8-126 of the Code to provide towing or emergency road service on freeways in the manner and according to specifications required by the Code and described in such agreements. The City of Houston (the "City") is soliciting letters of interest and statement of qualifications from tow operators holding a valid Police Authorized Towing Service Agreement ("PAT SA") for the purpose of awarding certain segments of the City's Safe Clear Program to selected tow operators. The selected tow operator(s) will be authorized to patrol assigned segments of the City's freeways to provide roadside assistance to disabled vehicles. The segments of the City's freeways available for assignment are:

<u>SEGMENT</u>	<u>DESCRIPTION</u>
#10	South Loop East between South Freeway (288) and Gulf Freeway (I-45): 3200-7700 blocks
#12	South Freeway (288) inside 610 to Southwest Freeway (59): 3200-7800 blocks
#16	South Loop to West Loop: 8400 block of West Loop at Beechnut and 3200 block of South Loop East at South Freeway (288)



#17

South Freeway (288) outside 610: 3200-13800 blocks

Hedwig Village segment

9200 – 9600 blocks on the north side and the 8700 - 9600 blocks on the south side of Interstate 10.

**BRIEF SCOPE OF SERVICES (Additional Details listed in Attachment A):** Tow Operators shall provide a scope of services in accordance with the information provided in this request.

**QUALIFICATIONS:** The tow operator must meet the following qualifications to be eligible for consideration to participate in the Safe Clear Program:

- Experience – The tow operator, as a business, must have five (5) or more years of incident management experience consisting of knowledge and expertise to handle difficult vehicle recovery work, assist in restoring traffic flow, and be responsible for accident scene cleanup.
- Equipment Capacity – at least one wrecker in tow operator's fleet for every two miles of assigned segment.
- Financial Stability – to demonstrate financial soundness and stability of the business, the tow operator must provide:
  - Credit reports from all three credit bureaus - Transit Union, Experian and Equifax;
  - audited financial statements or other documents from financial institutions evidencing the solvency of the business;
  - 2008 and 2009 audited tax returns of the business.
- Customer Service – the owner and business must be in good standing with the City of Houston Police Department's Auto Dealers Detail and the Texas Department of Licensing and Regulation with the payment of fees and nature and resolution of citizen complaints.
- Criminal History – the tow operator will not be eligible to participate in the Safe Clear Program if the owner or employees of the business have been under arrest or convicted (including deferred adjudication) for the following offenses within the preceding seven years of this RFQ:
  - Any violation of law regulating the sale, trade, servicing, storage, handling, dismantling, or destruction of any motor vehicle parts, accessories or supplies;
  - Any offense involving fraud or misrepresentation;
  - Any offense involving felony theft, robbery, or burglary;
  - Any offense involving bribery or perjury;
  - Any offense involving violence [except for Class C misdemeanors];
  - Any felony conviction for violation of Texas or Federal laws regulating firearms;
  - Any offense involving forgery;
  - Any offense involving the theft or unauthorized use of a motor vehicle;
  - Any offense involving prostitution or promotion of prostitution;
  - Any offense involving rape, sexual abuse, sexual assault, enticing of a child;
  - Any offense involving the felony possession or delivery of drugs;
  - Any offense involving DWI;
  - Any other offense involving moral turpitude.



**RFQ SCHEDULE:**

Event Date	Event
RFQ Release	<b>May 11, 2010</b>
Tow Operator Questions (if any) Due	<b>June 9, 2010</b>
Submittals <b>MUST be received by:</b>	<b>June 10, 2010 @ 5:00 p.m.</b>
New Contract in Place	Pending Council approval, after tow operator selection and contract negotiation completion

**SUBMITTAL REQUIREMENTS:** Responses to this RFQ must include the following information:

<b>TABLE 1 - REQUIRED FORMS</b>
(i) Affidavit of Ownership.doc
(ii) Fair Campaign Ordinance.doc
➤ A cover letter/statement of interest indicating the tow operator's interest.
➤ Statement of qualifications in requested service areas.
➤ Documentation evidencing the tow operator's equipment capacity and financial stability.
➤ Provide 2 copies of your Submittal

You can download forms (i) and (ii) at the following link:  
[http://purchasing.houstontx.gov/solicitation\\_forms.htm](http://purchasing.houstontx.gov/solicitation_forms.htm)

**EVALUATION CRITERIA:** Evaluations will be based on the criteria listed below:

- Experience of tow operator in specific areas;
- Tow operator's equipment capacity, financial stability and customer-service relationship;
- Overall quality of statement of qualifications.

**PROPRIETARY PROPOSAL MATERIAL:** Any proprietary information revealed in the proposal should, therefore, be clearly identified as such.

**SIGNATURES:** RFQ's shall be signed by one of the legally authorized officers of said corporation. If awarded the contract, the Contract shall also be so executed.

**QUESTIONS:** Questions regarding this project may be directed to Lieutenant W. E. Baimbridge via email at [Wendy.Baimbridge@cityofhouston.net](mailto:Wendy.Baimbridge@cityofhouston.net) or Sergeant Michael Provost via email at [Michael.provost@cityofhouston.net](mailto:Michael.provost@cityofhouston.net). Unauthorized contact regarding this RFQ with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

**REJECTION OF SUBMITTALS:** The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFQ does not obligate the City to pay any costs incurred by respondents in the preparation and submission of their qualifications. Furthermore, the RFQ does not obligate the City to accept or contract for any expressed or implied services.

**CONTRACT AWARD:** The City reserves the right to make an award without further discussion of the submittals. The tow operator selected as the apparently successful vendor will be



expected to enter into a contract with the City. Please review this contract prior to submitting a statement of qualifications. Following vendor selection, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected tow operator fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked firm. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

**CONTRACT NEGOTIATION:** The City reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or scope of work as part of the contract negotiation process prior to any formal authorization of the Contract by the City.

**EQUAL OPPORTUNITY EMPLOYMENT:** The successful consultant or consultants must comply with the City of Houston equal opportunity requirements. The City of Houston is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

**TITLE VI:** It is the City of Houston's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

**NON-ENDORSEMENT:** As a result of the selection of a tow operator to supply products and/or services to the City, tow operator agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

**NON-COLLUSION:** Submittal and signature of a statement of qualifications swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the consultant has not induced or solicited others to submit a sham offer, or to refrain from proposing.

**COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the consultant or consultants ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

**PUBLIC RECORDS:** Under Texas state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFQ (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.



## ATTACHMENT A

### SCOPE OF OPERATOR'S DUTIES

Tow operators will provide towing or emergency road service on freeways in the manner and according to specifications required by City of Houston, Texas Ordinance 8-127 and described in such agreement which shall provide, without limitation, the following:

- (1) That the tow operator shall remove wrecked or stalled vehicles from a designated segment of a freeway on a 24-hour basis and shall respond to the scene within the time designated in the agreement;
- (2) That the term of the agreement shall not exceed five years from date of execution unless terminated earlier as outlined in the agreement;
- (3) That the tow operator shall perform non consent tows from a freeway and remove all such vehicles to a licensed storage facility within the zone for the rate set forth in section 8-123 of this Code;
- (4) That the tow operator shall remove to the nearest place of safety a wrecked vehicle, regardless of location, or a stalled vehicle in a moving lane for the rate established under section 8-123 of this chapter;
- (5) That the tow operator shall tow a stalled vehicle located on a shoulder to a safe place off the freeway within one mile from the nearest freeway exit, at no cost to the vehicle owner, except that during the period each day from 10:00 p.m. to 6:00 a.m. such vehicle shall be towed to the nearest licensed storage facility that is lighted, manned on a 24-hour basis and provides the vehicle owner with access to a telephone and other facilities, or other safe place;
- (6) That the tow operator shall provide continuous coverage of its designated freeway segment, respond immediately to a call for assistance from a law enforcement officer, and patrol its segment as required by the agreement;
- (7) That the tow operator shall cooperate with all law enforcement and other public service employees responding to or present at a police scene;
- (8) That solicitation of business of any kind whatsoever at a police scene is prohibited;
- (9) That the tow operator shall not employ any wrecker driver who does not meet the requirements of this Code relating to towing of vehicles and any current and valid police-authorized tow service agreement;
- (10) That, except as otherwise provided in this chapter, the tow operator shall respond to a police scene with no more towing capacity than necessary, based on the number of wrecked or stalled vehicles at the scene, to minimize hazards and traffic obstructions within the time designated in the agreement and will expeditiously remove from the freeway any wrecked or stalled vehicle, debris, and other traffic impediment;
- (11) That any failure by the tow operator to timely respond to a call for assistance shall authorize an incident management supervisor or a law enforcement officer at a police scene who has determined that public emergency then exists to direct any PATSA auto wrecker to remove any wrecked or stalled vehicle, debris, or other traffic hazard or impediment;



(12) That emergency road service shall consist of providing towing, gasoline, tire changing, or other services as designated in the agreement;

(13) That the chief of police or his designee is authorized, upon a determination of a public emergency or when required in the interest of public safety, to direct the tow operator to direct its patrol activities to specific times and/or portions of the tow operator's freeway segment;

(14) That the tow operator shall report any wrecked or stalled vehicle or other hazardous road condition to the police department and remain at the scene until a law enforcement officer arrives or he receives authorization to remove the hazardous condition;

(15) That authorization to remove a wrecked or stalled vehicle shall be provided in the manner and form specified by the agreement; and

(16) That removal of any wrecked or stalled vehicle at the direction of a law enforcement officer shall be documented on a police department vehicle disposition form.