

TOWING & IMPOUND LOT SERVICES
REQUEST FOR BIDS – ADDENDUM #3
FEBRUARY 19, 2014

Addendum #3 is issued to modify certain specification sections and clarification responses to questions from prospective bidders.

The following specification sections have been changed. New language is in *italics*. Language removed is ~~crossed out~~.

Section 2.11 “Adequate Assurance of Payment” is the securing of means by which payment shall be satisfied for services performed, including but not limited to cash, credit card, approved insurance coverage, and third party billing.

Section 2.12 “Estimated Yearly Quantity” shall be defined as the quantity of services provided by the contractor under the contract terms. Wrecker service calls requested by Public Safety personnel that do not fall under the contract are not reflected in the estimated average yearly quantity. The estimated quantities of service that fall under the terms of the contract are not guaranteed and are for comparison of bid purposes only – actual service levels will vary. During the period June 2011 through October 2013, 2,123 calls for service were made by Public Safety, 1,985 of which were invoiced under the current contract.

Section 3.2.1. The City approved contract rates shall apply for all City requested services when billing vehicle owner, operator or lien holder directly. If the owner chooses another method of payment (such as through insurance or through third party billing by a repair or body shop), City contract rates ~~may~~ do not apply.

Section 3.3.3. The Contractor shall provide the owner/operator/lien holder an itemized invoice of all Public Safety requested wrecker services and charges incurred, if payment is directly from the vehicle owner/operator/leinholder without the expectation of third party payment, A copy of these invoices shall be provided to the contract manager monthly.

Section 3.4.1. The Contractor shall submit a monthly listing of all Public Safety Department Duty Wrecker calls ~~on~~ in the form prescribed by the City. The Monthly Log and copies of all invoices shall be submitted to the contract manager by the tenth (10th) of each month for the previous month’s towing activity.

Section 5.B.1. Requiring standard type wrecker or flat bed vehicle to tow a vehicle of $\frac{3}{4}$ ton size or smaller from any place in the City of Portage to any place within three miles of direct route from point of pickup.

The following are responses to questions posed by prospective bidders. The question is listed first, with responses following in *italics*.

Section 3.1.11

Can you define what “adequate assurance of payment” means?

Can you explain what needs to exist to have “adequate assurance of payment” and when “Adequate assurance of payment” is not existent?

If the vehicle is towed to the “Contractor’s storage facility” and held without receiving “adequate assurance of payment”, does the bid price apply or is the contractor free to charge a different price? Is there any sort of limitation as to what the contractor may charge under this circumstance?

Response: See the addition of Section 2.11 above for definition. The bid price does apply to vehicle towed to the contractor’s storage facility.

Section 3.1.13.d

The contractor “shall meet all ordinances and applicable regulations, including any condition imposed under a special land use agreement” in association with his storage facility. If vehicles are temporarily stored at a facility that is not zoned for storage, is this permitted?

Is a contractor ever permitted to store a vehicle at a location that does not meet “all ordinances and applicable regulations, including any condition imposed under a special land use agreement”?

Response: Contractors are required to provide proof of compliance with local governing bodies requirements.

Section 3.2.1

If the vehicle owner chooses to bill “insurance or through third party billing by a repair or body shop”, does the bid price apply or is the contractor free to charge a different price? Is there any sort of limitation as to what the contractor may charge under this circumstance?

Response: Section 3.2.1 has been modified. Changes contained above in Addendum #3.

Section 3.9

The bid requires “background and reference checks” of employees who will perform service under the contract. Will the city be screening and approving all employees who provide service under the contract?

Will the city screen and approve all new employees who provide service under the contract on an ongoing basis or will this only be performed once at the beginning of the contract?

Response: The responsibility for background checks and driving histories of all employees doing work under the contract rests with the contractor. The contractor also has the responsibility to ensure that all employees doing work under the contract remain eligible throughout the life of the contract. The City may, at its discretion, from time-to-time verify the contractor’s compliance with section 3.9.

Section 3.1.10.b

If a vehicle is “found abandoned” and is towed pursuant to this, does the bid price apply or is the contractor free to charge a different price? Is there any sort of limitation as to what the contractor may charge under this circumstance?

Response: The bid price applies to circumstances in 3.1.10.b.

Section 3.2.3

Do contract rates apply when towing any and all city owned vehicles?

Response: Yes, for any vehicle ¾ ton or less..

Section 3.3.3

Do copies of invoices for all vehicles towed including vehicles where “adequate assurance of payment” is not existent and a different rate was used need to be submitted?

Are there any contract related invoices that do not need to be submitted?

If so, what invoices are exempt from needing to be submitted?

Response: Section 3.3.3 has been modified (see above).

Section 3.4.1

Does the current contract require a “monthly log”?

Has the contractor been filing the logs or is this optional?

Response: Current contract does not apply to this request for bid.

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Revised Bid Date

Bids are due by 3:00 p.m., Tuesday, March 4, 2014. Questions regarding the request for bid and specifications must be received by 5:00 p.m., Tuesday, February 25, 2014 by the Purchasing Manager. Purchasing Manager Judy Johnson may be contacted at (269) 324-9284, e-mail johnsonj@portagemi.gov.

Bid Form

A revised bid form is attached for your convenience in submitting a bid.

5. CITY OF PORTAGE BID – ADDENDUM #3

I, the undersigned, propose to furnish, at the bid price shown, Towing and Impound Lot Services, per specifications supplied by the City of Portage. Estimated yearly quantities are not *guaranteed* and are for bid purposes only, actual service levels will vary.

ALL EXCEPTIONS TAKEN TO SPECIFICATIONS SUPPLIED BY THE CITY OF PORTAGE ARE ATTACHED ON A SEPARATE PLAIN BOND PAPER OR NOTED IN RED ON THE SPECIFICATIONS SHEET.

	Estimated <i>Average</i> Yearly Quantity	Unit Price	Price (Est. Quantity x Unit Price)
A. General Service Call (out of gas, flat tire, stalled, dead battery)	170	\$_____	\$_____
B. Towing (non-accident)			
1. Requiring standard type wrecker or flat bed vehicle to tow a vehicle as indicated in 3.3.1 from any place in the City of Portage to any place within three miles of direct route from point of pickup.	500	\$_____	\$_____
2. Per mile charge for towing beyond three miles from direct route from point of pickup to destination.	2,000 (miles)	\$_____	\$_____
C. Towing (accident)			
3. Requiring standard type wrecker or flat bed vehicle to tow a vehicle of 3/4 ton size or smaller from any place in the City of Portage to any place within three miles of direct route from point of pickup.	170	\$_____	\$_____
4. Per mile charge for towing beyond three miles from direct route from point of pickup to destination.	800 (miles)	\$_____	\$_____

	Estimated <i>Average</i> Yearly Quantity	Unit Price	Price (Est. Quantity x Unit Price)
D. Stuck Calls			
When the wrecker is required to wench a vehicle prior to loading the vehicle onto the wrecker or flat bed	25	\$_____	\$_____
E. Storage fee per day per vehicle (1 day = 24 hours).	2,300 days	\$_____	\$_____
TOTAL BID	-	-	\$_____

I further propose that if this foregoing proposal is accepted by the City of Portage, I shall enter into a contract to perform such work described herein within 15 days of written notification.

Bidder has attached the all items listed in Section 1.9 with required attachments.

Yes No

Bidder agrees to provide access to bidder's storage facility, vehicles, apparatus, and other equipment to be utilized under the proposed agreement, during normal business hours, within one week of notification from the City as part of the bid process. Failure of the bidder to provide such access within one week shall be considered a formal withdrawal of the bid from further consideration by the bidder.

Bidder acknowledges Addendum #1. _____Yes _____No

By: _____
Signature Title/Position Date

Bidder Firm: _____

Address: _____
Street City State Zip

Phone: _____ Fax: _____

E-Mail: _____