



Fulton County, GA

Department of Purchasing & Contract Compliance

September 12, 2012

Re: 13ITB31013B-BL, Wrecker & Towing Services – South Fulton

Dear Bidders:

Attached is one (1) copy of Addendum 1, hereby made a part of the above referenced 13ITB31013B-BL, Wrecker & Towing Services – South Fulton.

Except as provided herein, all terms and conditions in 13ITB31013B-BL, Wrecker & Towing Services – South Fulton referenced above remain unchanged and in full force and effect.

Sincerely,

William E. Long, Jr.

Chief Assistant Purchasing Agent

Winner 2000 - 2009 Achievement of Excellence in
Procurement Award • National Purchasing Institute



**13ITB31013B-BL, Wrecker & Towing Services – South Fulton
Addendum No. 1**

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

******Note: This is a Revenue Generating Contract******

QUESTIONS and *RESPONSES*

QUESTION 1: I would like to know if you are able to provide the total number of tows provided and the annual number of tow completed by the current contractor. Are you able to provide that prior to conference? Also, the current contractor awarded annual bid?

RESPONSE: *2012 year to date numbers are not available at this time, but in 2011 there were had tows that were placed into VINS. That does not include Police Department vehicle tows. The contract award for last year was \$88,400.00.*

QUESTION 2: Are there any costs that the towing company who will be awarded the contract to pay to Fulton County after they are awarded the contract?

RESPONSE: *Only the contract award amount. There are no other fees assessed to the vendor*

QUESTION 3: Could you provide the 3400 call breakdown for the following categories?

- a. # of heavy, medium and light tows annually
- b. # of tows day vs. night
- c. # of tows that are "no charge"

Is there a way to validate the 3400 total number of annual tows? Is it annual or over the bid cycle? In 2005 the total number was 1400 and as the police volume for other agencies across the state has trended down. Per the VINS system it appears there were only >1100 entered for 2011 by current vendor. This would seem more consistent with the volume by the former contractor over their bid cycle.

RESPONSE: *The 3400 number was overlooked and was the standard a few years ago when we had a larger service area. Our tows for the last two years averaged between 1100 and 1200 a year.*

QUESTION 4: Throughout the bid there are references to a low bid contract; would it be correct to distinguish as a "revenue generating" contract?

RESPONSE: *Unlike most service contracts that are awarded to the high bidder, this service contract is awarded to the higher bidder. Therefore it can be argued that this award is a "revenue generating contract."*

QUESTION 5: Due to the nature of the contract, is it necessary to acquire a crime bond since the County is paid up front for the contract?

RESPONSE: *If the Tow vendor chooses to have a Crime Bond that is at their discretion. It is not required*

QUESTION 6: Due to the exposure of the contract, is it necessary to acquire/maintain a \$5,000,000 umbrella policy? Most towing contracts for the state or local municipalities limit the umbrella police to \$2,000,000. Please consider reducing the exposure as it would cost an additional \$18,000-25,000 for the policy.

RESPONSE: *The appropriate Umbrella Liability Insurance limits are as follows;*

- *Umbrella Liability per occurrence/aggregate \$1,000,000/\$1,000,000*
- See Risk Management Limits on the attached Risk Management Requirements**

QUESTION 7: These fees reference the base tow rate and not to replace the rest of the pay structure. Could the fee structure be reviewed to cover the inflation and increased cost of expenses over the last 5 years? Many contracts are moving toward the Georgia Public Service Commission tariff as the standard since they regulate the towing industry. There rates are as follows:

- A. Base impound: \$ 125.00 rating of 10,000 pounds or less.
- B. Base impound: \$ 195.00 rating of 10,001 pounds to 20,000.
- C. Base impound: \$ 325.00 rating of 20,001 pounds or greater.
Per unit charge
- D. Base impound: \$ 650.00 rating of 20,001 pounds or greater
- Combination unit
- E. Storage per day: \$ 15.00 daily rating of 10,000 pounds or less
- F. Storage per day: \$ 20.00 rating of 10,001 pounds to 20,000
- G. Storage per day: \$ 25.00 rating of 10,001 pounds to 20,000
- H. Storage per day: \$50.00 rating of 10,001 pounds to 20,000

RESPONSE: *The fee schedule listed in the bid specifications has not been updated in a few years and I agree it is somewhat outdated. After reviewing the PSC fees, I have no problem with*

increasing them to the current standard however; the hourly rate (after 1 hour) and mileage rate (after 10 miles) will be illuminated since those fees are not included in the PSC scale.

QUESTION 8: In the contract it refers to a shared repository and there is an understood fee of \$25.00 to be charged to the vehicle owner for this processing. This fee is not formally included in the contract. Could this be added to the fee structure?

RESPONSE: Yes since most electronic repository systems and services charge a fee for each entry.

QUESTION 9: Fee Structure: A heavy duty tow truck cost is nearly \$300,000.00 Most major Police Department as well as the TRIP program has adopted the price per pound, as a standard fee structure when working a major accident IE: A over turned tractor and trailer. We ask for Fulton County Police to include the price per pound also.

Price per Pound Sheet

Rate for wrecked or overturned

Recovery of wrecked or overturned tractor & trailer include recovery equipment and manpower, Including off loading, if necessary. It does not include the tractor & trailer to off load onto or delivery of cargo, but will include delivery of wrecked equipment to a loading dock or the impound yard within a 15 miles radius.

All prices will be base rate of \$08 cents per pound for normal recovery

80,000lbs for Tractor & Trailer (60,000 min if empty)

70,000lbs for a Straight Truck

40,000lbs for an RV

Additional price per pound rates

\$.02pp for Inclement Weather

\$.02pp at night after sun set

\$.02pp if top or side of trailer is blown out or severely compromised.

\$.02pp if tractor and trailer have become separated

\$.02pp if cab is separated from chassis

\$.02pp if truck is off roadway

\$.08pp If wheels are higher than roof/or down embankment

\$.04pp if removal of guardrail and or cutting trees, or other obstacles is necessary to move
\$.04 if air cushions are used in up righting tractor & trailer
These rates are for wrecker recovery only
Debris clean-up Hazmat containment and clean-up will be bill at an hourly rate depending on the situation and type of materials involved.

Surcharges:

100% For Flammable loads
200% for explosives or chemicals
500% for Nuclear

A2. Umbrella policy the state of Georgia only require \$350,000.00 the Federal require \$750,000.00 most towing Company have \$1,000,000.00 in coverage I would understand this requirement in a different contract like building a structure, but most police contract do not require this, I am only aware of one that requires a 2 million dollar umbrella policy, and the fees or set at a rate to cover the added cost for the policy. I ask for this to be removed from the requirement.

RESPONSE:

As was mentioned in question #7, we will follow the Georgia PSC rate scale for a "Non-Consensual" tow for vehicles exceeding 20,000 pounds. For private tows the vendor can negotiate the rate.

A2. The appropriate Umbrella Liability Insurance limits are as follows;

- Umbrella Liability per occurrence/aggregate \$1,000,000/\$1,000,000

ACKNOWLEDGEMENT OF ADDENDUM NO. 1

The undersigned proposer acknowledges receipt of this addendum by returning one (1) copy of this form with the proposal package to the Department of Purchasing & Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, Suite 1168, Atlanta, Georgia 30303 by the RFP due date and time **September 25, 2012, 11:00 A.M.**

This is to acknowledge receipt of Addendum No. 1, _____ day of _____, 2012.

Legal Name of Bidder

Signature of Authorized Representative

Title

Insurance and Risk Management Provisions Wrecker & Towing Services South Fulton

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

**1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY
(In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	-	\$1,000,000
	General Aggregate	-	\$2,000,000
Products\Completed Operations	Aggregate Limit	-	\$2,000,000
Personal and Advertising Injury	Limits	-	\$1,000,000
Damage to Rented Premises	Limits	-	\$100,000

3. AUTOMOBILE LIABILITY/GARAGE KEEPERS LIABILITY INSURANCE

Combined Single Limits (Symbol 1)	Any One Accident	-	\$700,000
Bodily Injury and Property Damage Including On Hook Towing Coverage	Per Vehicle	-	\$50,000
Non-Owned and Hired Liability (Symbol 1)	Each Occurrence	-	\$700,000

Wrecker & Towing Services South Fulton

Uninsured and Underinsured Motorist	Each Occurrence	-	\$700,000
Garage Keepers Liability (Symbol 21 and 29)	Each Occurrence	-	\$700,000
4. UMBRELLA LIABILITY	Each Occurrence	-	\$1,000,000
(In excess of Auto, General Liability and Employers Liability)			

Certificates:

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government, Its Employees, Servants and Agents as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insured.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of

THE RESPONDENT ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____