



ADDENDUM TWO

DATE: June 24, 2021

TO: All Bidders

FROM: Sheila Brown, Procurement/Contract Administrator

RE: **ADDENDUM #2 Change in Scope of Work and Submission Extension**

QSP 2021-02 PHA Wide Towing and Wrecker Services submission date and time has been changed from Friday, June 24, 2021 at 3:00 PM CST to Friday, July 2, 2021 at 3:00 PM CST due to the change in the scope of work. Please see attached revised Scope of Work (Exhibit A). The following requirements have been deleted and/or strikethrough:

1. Providing signage at contractor's cost, MHA will incur this cost
2. Response time changed from 30 minutes to in a timely/responsive manner
3. Request for second tow company will not result in additional cost to original tow company
4. Contractor's business office does not have to be located on the site of the storage facility
5. MHA will incur the cost of preparing, printing and distributing informational materials
6. Prepare year to date towing reports
7. Cost of \$25 from owner's bill if inconvenienced is caused by towing company. Tow company will work this out with vehicle owner
8. Contractor will not have to provide list of vehicles towed weekly.

We are grateful for your interest in doing business with our Agency and we look forward to receiving a proposal from your firm.

The Montgomery Housing Authority (MHA) is seeking qualified individual(s) or company(s) to tow illegally parked vehicles from its Administrative Offices, Resource Center and/or Residential Rental Properties it owns and/or manages attached herein at Exhibit A (this list may change throughout the course of the contract due to the sale and/or purchase of properties). **Listing of properties is attached as Exhibit A.**

MHA will not pay the selected Contractor or Contractors to perform the services described. All compensation to the Contractor will be collected from the owners or agents of owners of vehicles which are towed as described in this QSP.

TOWING OF VEHICLES

Towing shall occur at the request of MHA's Property Managers, Assistant Property Managers or other authorized individuals (i.e. Buyer II) designated in writing by the Procurement/Contract Administrator, Sheila Brown. Additionally, the Contractor will provide vehicle towing services while conducting periodic patrol services at MHA's Administrative Offices, Resource Center and Residential Properties.

Situations requiring towing will include:

1. Vehicles parked in handicap spaces without permits.
2. Vehicles parked in fire lanes.
3. Guest vehicles parked in resident spaces.
4. Identified unregistered vehicles.
5. Vehicles without otherwise proper parking permits.
6. Abandoned vehicles.
7. Vehicles parked on grass/curb of developments.
8. Vehicles blocking dumpsters.
9. Otherwise unlawfully parked vehicles.
10. Upon Authority request.

Removal and storage of towed vehicles will be performed in accordance with the laws of the City of Montgomery, AL, State of Alabama, and any other applicable law or regulation.

~~Vehicles must be towed directly from the point of pickup to the Contractor's storage facility. Contractor's storage facility address must be posted prominently at each property where towing could occur in a form acceptable to the MHA. The signage shall be provided at no cost to MHA.~~

CLEAN UP

In addition to towing and storage services, Contractor will be responsible for cleaning up all debris associated with disabled vehicle(s) at the pickup site. Cleanup may include broken glass, metal, or other material. The required cleanup must be completed prior to Contractor leaving the site.

RESPONSE TIME

Upon receipt of request for towing service by the MHA, the Contractor shall dispatch the necessary trucks and equipment to arrive at the site within ~~30 minutes~~ in a timely/responsive manner. At the discretion of the MHA, the response time may be altered if there are adverse road, traffic, or weather conditions that exist.

Notwithstanding any other provision of the Contract, if Contractor fails to respond on site within the stated time limit, the Authority reserves the right to request service from another towing company.

~~If a second tow company has been requested due to Contractor's failure to arrive at the stated time, and if the second Contractor arrives at the site first, the first Contractor may make the tow but will be responsible for any verifiable costs incurred by the second tow company dispatched to the site.~~

EQUIPMENT

Contractor will provide all equipment necessary to provide the services contemplated by this Scope of Services. All tow trucks must be equipped with two-way radio systems linked to 24-hour dispatching.

STORAGE FACILITIES

Contractor shall maintain one or more secured vehicle storage facilities of a sufficient size to store anticipated number of vehicles. Contractor's vehicle storage facilities must comply with all applicable zoning, building code, environmental and other federal, state, and local regulatory requirements during the entire Contract term. Contractor will provide information regarding the location of its facility with the quote submittal.

If the Contractor does not own one or more secured vehicle storage facilities with space sufficient to comply with this section, Contractor shall submit an explanation of how Contractor intends to provide for sufficient vehicle storage space with its quote.

~~Contractor's business office must be located on the site of its secured vehicle storage facility. If Contractor has more than one secured vehicle storage facility, Contractor's business office must be located on its main lot.~~

If Contractor has more than one secured vehicle storage facility, Contractor must inform MHA of location of secondary lot. If vehicles towed under the Contract must be released from Contractor's secondary lot, the Contractor must notify MHA and resident.

Vehicles must not be stored at any location other than Contractor-owned or leased storage facilities. ~~Contractor shall conspicuously post Contractor's business name and 24-hour phone~~

~~number at Contractor's storage facilities and at locations assigned by MHA. MHA reserves the right to approve all such signage.~~

Contractor will be responsible for the reasonable safekeeping and care of all vehicles towed and stored.

Contractor shall maintain the security of all vehicles towed with responsibility for such security commencing at the time of pickup and continuing until Contractor releases the vehicle to its owner.

Contractor shall allow a vehicle owner reasonable access to his or her vehicle for the purpose of mitigating damage to its interior or exterior (for example, by allowing the vehicle owner to place a cover over the vehicle) prior to the release of the vehicle to its owner.

If a vehicle is stolen, stolen from or damaged while in Contractor's custody, Contractor shall have an established, efficient, and speedy procedure for making restitution to the vehicle owner. Contractor shall include a copy of such procedure with its narrative response to this QSP.

FINANCIAL CONSIDERATION

Charges for services provided by Contractor under the Contract will be paid directly to the Contractor by the owners of towed vehicles. Contractor understands and agrees that MHA shall not be responsible for nonpayment of invoices tendered to any individual whose vehicle is towed pursuant to the Contract. Contractor shall look solely to the owner of the vehicle towed for compensation for any tow and related expenses (i.e. storage).

Contractor shall accept various forms of payment in addition to cash, credit, and debit cards. Contractor shall state the forms of payment accepted on the information sheet given to vehicle owners upon their arrival at Contractor's secure vehicle storage facility.

Except as otherwise provided herein, Contractor shall charge owner only one towing fee in accordance with the rates authorized by MHA and provided by the Contractor in their response to this QSP.

One tow is understood to mean from point of pickup at an MHA Administrative Office, Resource Center or rental community to the point of release to the owner. Contractor may charge for an additional tow only if the owner requests an additional, separately identifiable tow (i.e., towing of a disabled vehicle from the secure vehicle storage facility to a location identified by the owner following release).

Contractor shall charge each owner of a towed vehicle as authorized by MHA and only in accordance with the fees stated by the Contractor in their response to this QSP. If the Contractor responds to a call and the call is canceled by the MHA or the vehicle has been removed before work or service at the scene is performed, Contractor shall not charge the owner of the vehicle or MHA for any expenses incurred by the Contractor.

Contractor shall provide the following at no charge:

- ~~1. Preparation, printing, and distribution of informational materials (in a form and containing content approved by MHA). Such materials must include, but not be limited to, the following information:
 - ~~a. Towing rates~~
 - ~~b. Storage charges, gate fees, and any other potential charges~~
 - ~~c. Office hours and after hours telephone numbers for Contractor's secured vehicle storage facility~~
 - ~~d. A listing of the proof of ownership documents required for vehicle pickup.~~
 - ~~e. A detailed description of release procedures~~
 - ~~f. A description of acceptable forms of payment~~~~
- ~~2. Preparation and posting of signs at rental community locations as directed by the MHA.~~
3. Performance of weekly or other agreed upon periodic patrol of properties to tow illegally parked vehicles. The MHA may request a special patrol service and Contractor shall provide such service promptly at any time circumstances warrant in the opinion of the MHA.

AVAILABILITY

At a minimum, Contractor will staff its vehicle storage facilities with adequate personnel to provide prompt release of towed vehicles between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, excluding New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas. Contractor may choose to remain open for longer hours and on the listed holidays.

Contractor shall be available around the clock and on all days of the year to provide towing service and shall prominently post at its vehicle storage facility the telephone number for after-hours and weekend/holiday release of vehicles. Fees for after-hours and weekend/holiday vehicle release must be in accordance with the laws of the City of Montgomery, AL and State of Alabama and the rates established by the Contractor in their response to this QSP.

If a vehicle owner or authorized representative arrives at Contractor's main vehicle storage facility prior to closing time and has not been served by closing time, Contractor will provide service after closing time without charging a gate or other after-hours fee.

PERSONNEL

Contractor shall provide sufficient qualified personnel for the prompt and efficient performance of all duties required under the Contract. Contractor shall ensure that each of its drivers possess and carry a valid Alabama driver's license commensurate with the tow truck being operated and shall be always proficient in the operation of such equipment during the Contract term.

Contractor shall remove any employee whose service or conduct has been deemed unsatisfactory by the Contractor or MHA from performing services under the Contract.

Contractor shall ensure that its drivers operate Contractor's tow trucks in a safe and prudent manner and in compliance with all applicable laws and regulations.

Contractor shall ensure that its drivers refrain from using profane or vulgar language in a public area while performing the services required under the Contract.

Contractor shall not, and shall ensure its employees do not, directly solicit or in any way suggest a vehicle repair facility to any owner of a towed damaged vehicle.

Contractor shall ensure that its personnel who have contact with the public will be always courteous.

Contractor shall perform its services in an efficient, respectful manner. Discourtesy shown to vehicle owners, drivers, passengers, or those accompanying them, in the opinion of MHA, could be grounds for termination of the Contract.

RECORD KEEPING

Contractor shall maintain an accurate up-to-date record of all vehicles towed pursuant to the Contract. ~~These records will be available to MHA personnel for inspection upon request and, for each vehicle towed,~~ must contain the following information at a minimum:

1. The date, time, and location where the vehicle was picked up initially.
2. The name of the driver who towed the vehicle.
3. The name and telephone number of the Authority personnel requesting the tow.
4. The location of the storage facility where the vehicle was towed and stored.
5. The present physical location of the towed vehicle.
6. The make, model, year, color, and vehicle identification number of the towed vehicle.
7. A description of the physical condition of the vehicle at the time of towing.
8. The name and driver's license number, if known, of the registered owner of the towed vehicle.
9. Information as to the release or other disposition of the vehicle, including the date and time of release. If released, the name, address, phone number, proof of ownership or other authority of the person to whom the vehicle was released and the name of Contractor's employee who released the vehicle.

Contractor shall maintain records for all transactions made under the terms of the Contract, including all fees charged. Such records will conform to generally accepted accounting principles if applicable.

~~Contractor shall provide MHA with year to date reports of tows and vehicle releases on a quarterly basis, unless more frequent reports are requested by MHA.~~

Contractor shall be able to quickly and efficiently locate records and information sufficient to determine whether and where a vehicle is in Contractor's vehicle storage facility. If a vehicle owner arrives at or contacts the vehicle storage facility and Contractor cannot determine if it is in possession of the owner's vehicle and the Contractor is later found to have been in possession of the vehicle, no storage costs may be charged for the period from the date of inquiry about the vehicle's location to the date the vehicle owner is notified of the vehicle's discovery. Further, under such circumstances, the Contractor shall ~~subtract \$25.00~~ agree with owner on an amount and then deduct from the vehicle owner's bill for the inconvenience caused.

~~In addition to quarterly consolidated reporting, the Contractor shall maintain a list of all vehicles towed for the MHA during each calendar day. A calendar day begins at 12:00 a.m. and ends at 11:59 p.m. on the same day. The list must include (at a minimum) the year, make, model, license plate number and vehicle identification number of each vehicle towed and will indicate whether the vehicle was involved in a collision.~~

RELEASE OF VEHICLES OR INFORMATION

Except as directed by a court or power of attorney or authorized in writing by the owner or an authorized agent of the owner, Contractor shall only release a vehicle towed under the Contract to the registered owner or owner's agent and will inform owner or agent of documents necessary for release of the vehicle. Contractor shall not release a vehicle to a person claiming to be the agent of the owner or an otherwise authorized individual unless that person is in possession of and provides Contractor with at least one of the following:

1. A valid court order empowering such person to take possession of the vehicle.
2. A notarized letter from the vehicle owner authorizing such person to take possession of the vehicle.
3. A valid power of attorney

Contractor shall follow the same requirements as set forth above in releasing information concerning the vehicle or in releasing personal property contained within the vehicle to any individual.