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## ADDENDUM 5

### Responses to Questions and Comments Submitted Prior to 7/2/09

Original comment or question in black, **Pinal County response in red.**

Comment:

Pinal County Procurement Code, Article 10 Intergovernmental Procurement, indicates that all cooperative purchasing agreements shall be approved by the Board of Supervisors.

This is not an intergovernmental procurement. This Article of the Code applies to cooperative agreements with other government entities. Pinal County is performing this for its own use, and all contracts will be approved by the Board of Supervisors.

Comment:

Please see page 3, first line, offers will be received by Pinal County Finance Department. This also means the Board of Supervisors needs to approve as well.

The Pinal County Finance Department is authorized by the Board of Supervisors to solicit and receive bids on behalf of the County. The resulting contracts are approved by the Board of Supervisors

Question:

Page 4, #2a: Why do you allow 15 air miles rather than road miles for District 5? The storage facility could be as far away as 25 road miles.

This clause is intended to ensure proper coverage in District 5's remote areas.

Comment:


Page 6, item 6: Title Joint Venture Businesses, last paragraph should be removed. This contract is for rotation only.

Please see Addendum 2 for questions specific to joint venture businesses. Paragraphs in this clause govern the applicability and use of a joint venture business, and gives PCSO the authority to decline any companies who submit as a joint venture business if it is determined not to be in the County's best interests. The County will not remove this paragraph.

Comment:

Page 7, item 8.1: Flat rates do not apply.

References to flat rates in item 8.1 have been corrected to apply to hourly service.

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Comment:

Page 7, item 8.2: Maximum allowable mileage rate needs to be removed. There are no free loaded miles.

Page 7 item 8.2 has been revised to more accurately reflect DPS Contract. It does not allow for free loaded miles. It clarifies the rate listed in the maximum rate schedule and will remain as written.

Question:

Page 7, item 8.3: Maximum allowable roadside assistance rates. Why is a flat rate set for a service that in a private business goes by mileage and an hourly rate? Towing companies can advise customers of rates. The customer has the right to choose to use the towing company.

Roadside assistance is completely optional for towing agencies. If a towing company does not wish to provide this service at the rates listed in the contract, they do not have to offer that as a part of the contract to be accepted onto this contract. See page 17 and page 24.

Comment:

Page 8 part 12 a and b. This section requires revision. Towing agencies do not use air miles and the law has been rewritten by someone other than the law makers.

This section does not refer to a law. For this contract, air miles are being used in reference to a boundary or marker.

Question:

Page 9, item 27: Why are rates being set by PCSO for any reason except if the vehicle is confiscated by PCSO? Why is PCSO so concerned with the rates charged by towing companies? If PCSO has an issue with the rates being charged, why have they not dealt with the tow companies directly on this issue?

There is no item 27 on page 9. It is assumed by the County the interested party was referring to item 27, Charges and Billing Parties located on page 15. PCSO is establishing a formal relationship with local towing agencies that includes a more uniformly applied pricing structure. It is common practice within the State of Arizona for Counties, Cities, State Government, and other public entities to use a Request for Proposal for contracts with set rates for towing services. PCSO believes this RFP will result in contracts that will be in the best interest of the citizens of Pinal County.





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Comment:

Maximum Allowable Rate Schedule, Page 17: Suggest the rates be raised to account for high fuel costs, high insurance rates, and other operating costs that continue to rise.

\$75.00 per hour and \$4.50 per loaded mile.

The flat rate schedule initially proposed by Pinal County was recognized by Sheriff Babeu as unreasonable. Per the majority of the comments at the towing industry meeting held on May 27, 2009, Sheriff Babeu agreed to adjust our contract to mirror that of the contract awarded by DPS. Upon further review of the DPS contract, Pinal County's own towing contract, and the towing contracts of other agencies in the state, Pinal County has deemed the proposed rate schedule fair and reasonable. Therefore, Pinal County will make no further adjustments to the rate schedule on page 17 during the initial year of this contract.

Comment:

Maximum Allowable Off-road recovery flat rates: Towing companies believe that the \$58.00 flat rate proposed is unfair. If a off-road recovery is extraordinary, there may be need for specialty equipment or services which require a subcontractor of some type.

Pinal County has allowed for additional charges incurred as a result of an extraordinary off-road recovery. An extraordinary circumstance is defined on page 31, item L.

Extraordinary circumstances are further referenced on page 15 item 26 and Page 17 under off-road recovery.

Comment:

Page 17, Maximum Allowable Flat Rate Roadside Assistance: Rate needs to be removed from rate schedule.

This is a service that is completely optional under this contract. Towing Agencies who do not wish to provide this service at the listed rate may choose not to provide this service by not checking it on page 24.

Comment:

Page 26, item 4: This should be A+ rate only allowed.

It is assumed by the County this comment was in reference to the minimum AM Best rating in the Terms & Conditions, item 3 on page 25. Pinal County reserves the right to define whatever insurance requirements it feels are necessary and appropriate within its contract. This item will remain unchanged.



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Comment:

Page 27, item 12, submission for price clarity: This is not possible because every job is different.

This clause is for the rate schedule on page 17. Any invoices or records shall be itemized to reflect individual rates and charges as listed on page 17. Failure to do so could result in the termination of contract with the offending agency. This clause will remain unchanged.

Question:

Page 30, item J: Why should a tow agency only be allowed to charge for either the service call or the rate of a tow call, and not both?

When a call is initiated by PCSO for Roadside Assistance, but a citizen decides instead to tow, only the tow rate shall be charged. If the towing agency provided an item at the request of the customer (i.e. a battery) that the customer accepted, the towing company may be reimbursed for that.

Should the tow agency charge for both services, it would be considered double billing. Attempts to double bill a customer would be considered unacceptable by Pinal County and may result in disciplinary action or the termination of the contract with the offending agency. This clause will remain as written.

Comment:

Page 31, Item N: The towing process on the DPS contract is defined to include the completion of any paperwork. Please remove this term.

Pinal County's intent was to mirror the DPS rates, but Pinal County reserves the right to define other clauses within their own contract as they consider in their best interest. Pinal County will not change the definition of item N on page 31.

Comment:


Page 7, item 8.3: This paragraph does not contain optional wording.

Statement added to reflect that service is optional. Clause will apply only to those agencies to who choose to provide that service in accordance with this contract.

Comment:

Page 14, Item 21, last sentence: Please clarify the meaning of this language.

If a tow company is called for a PCSO tow, and that tow company is currently unavailable due to a call from another agency (such as DPS), it is requested that the towing agency inform dispatch that the reason they are not able to respond is due to a request from another agency. When that is the situation, PCSO will consider this an acceptable reason for being unable to respond.

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Question/Comment:

Page 26, item 4, Commercial General Liability Insurance (CGLI): Is the CGLI aggregate limit correct? The current agreement with PCSO is for \$2,000,000.

**On this contract, Pinal County is requesting a \$3,000,000 CGLI aggregate limit.**

Comment:

Request that insurance certificate provided on page 23 remove DPS as the beneficiary.

**This correction is reflected in the latest revision of the Request for Proposal.**

Question:

Since Heavy Duty operation are exempt from district boundary lines, should more than one district be marked for Heavy or should it just be marked for the area in which the towing agency's yard is located.

**Towing agencies providing heavy recovery services must indicate which districts they are proposing to cover, regardless of the location of the storage yard.**

Comment:

Page 6, #5 "Non-Exclusive Contract": With this section in the RFP the contract becomes null and void, since this statement does not guarantee the tow companies will tow at all pursuant to this contract.

**The purpose of this clause is to clarify that this contract will be a multiple award contract. Any tow company who meets the eligibility criteria, and/or receives exception to provide towing services in adjacent districts, shall be placed on the rotation schedule per this contract. There will not be a tow company who is accepted to this contract that has any "exclusive" contract with Pinal County. This clause shall remain.**

Comment:

Maximum Roadside Assistance Rates: Under the DPS RFP for towing, there is no flat rate for roadside assistance.


**The current DPS contract for Roadside Assistance has a flat rate of \$63.00.**

Comment:

Maximum allowable vehicle storage rates: Storage rates should apply as per calendar day, and ARS 28-3511 should be inserted in its entirety.

**Storage rates are listed as a calendar day. A calendar day in the RFP is defined as midnight to midnight. Charges are incurred on a per calendar day basis, with the exception of vehicles retrieved from storage on the same date as initially towed. This clause will remain.**

**ARS 28-3511 is for peace officers. Towing agencies are not peace officers. While it may be beneficial for a towing agency to have knowledge of ARS 28-3511, compliance**

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by PCSO's Deputies will be handled internally by PCSO. ARS 28-3511 will not be inserted into the contract.

Comment:

Page 8, item 9 "Availability": By DPS rules, the tow companies have always received major holidays as non-release days. This does not include emergency towing or any emergency (medical) items.

It is the responsibility of PCSO to ensure the safety of citizens and roadways within its jurisdiction 24 hours per day, 7 days per week, and every day of the year. To assure those safety concerns are met, PCSO would like the cooperation of tow agencies in the area. The "Availability" clause will remain unchanged.

Comment:

Right of refusal by the owner: The owner of the vehicle should only have the right to refuse before any work is completed.

As stated in the hearing held 5/27/09, to prevent this from happening to the maximum extent practicable, PCSO will implement policies or procedures through training its Deputies to make certain the vehicles owner is aware that the Deputy is contacting a tow agency on their behalf and that they will be responsible for the towing fees prior to the Deputy contacting the tow agency.

Comment:

Page 8, item 11: Arizona Administrative Code R-13 should apply in its entirety.

This clause deals specifically with the tow equipment requirements. Tow equipment is specifically addressed in R-13, section 1001 through 1107.

Comment:


Page 8 item 12, storage facilities: Under county, state, and city codes, auto storage facilities must be in an industrial zoned property. Also, storage facilities should only be allowed if they're within Pinal County.

This clause states that the storage facility must be properly zoned. Exceptions to the boundary rules are made within this clause to ensure adequate coverage for Pinal County's remote areas. This clause will remain.

Comment:

Page 9, item 13-G: This is defined by AZ MVD law. The requirement is for a title and current Driver's License be presented for proof of ownership.

This clause is specific to what must be displayed on a towing agencies sign and mirrors the DPS requirements. This term in remain.

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Comment:

Page 10, item 14-B: The DPS contract states that towing agencies may not remove any articles or components of a towed vehicle, unless noted by the officer.

Pinal County reserves the right to define terms and conditions considered in the best interests of the County within its solicitations and contracts. This term will remain.

Comment:

Page 10, item 15-L: This is now a 15 day report that all costs for said filings can be charged to the abandoned vehicle report.

ARS 28-4838, as published online at <http://www.azleg.state.az.us> shows that the report is due 5 days after the 10 day retention period. Reference to a "10 Day" report is still accurate.

Comment:

Page 10, item 16: Property reports have never been supplied to the tow company by DPS. If a problem should arise, the impounding agency can be called to the facility that impounded the vehicle to check the inventory with the owner of the tow company and the owner of the vehicle. If there are any discrepancies it can be handled with the tow truck operator who towed the vehicle.

Pinal County reserves the right to define terms and conditions considered in the best interests of the County and its citizens within its solicitations and contracts. This term will remain.

Comment:

Page 11, items 17-19: These should be listed as they are in DPS R-13.

Pinal County reserves the right to define terms and conditions considered in the best interests of the County and its citizens within its solicitations and contracts. This term will remain.

Comment:


Page 13: This page should be removed.

This page and terms and conditions on this page will remain.

Comment:

Page 14, item 21: Depending on road and traffic condition under the AZ state laws, towing agencies cannot break any laws to respond to a scene.

Page 14, item 21 does not require or request any towing agency break any law, nor does it attempt to convey any such authorization.

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Comment:

Page 14, item 21, Grounds for termination: This is not under R13 of DPS. DPS uses a 10 day notice and holds a hearing before any suspension or termination.

**Pinal County reserves the right to define terms and conditions considered in the best interests of the County within its solicitations and contracts. Pinal County reserves the right to terminate this contract for convenience, as well as for cause or default. This term will remain.**

Comment:

Page 14, item 22: This whole section needs to be removed. Towing agencies may not use lights and flashers enroute to a scene.

**The language of this clause has been changed in the latest revision. Requests for expedited or emergency services shall be responded to with all due haste.**

Comment:

Page 14, item 23 a-g: This is listed under R-13 and should fall under number 21 on page 14.

**This clause deals specifically with PCSO's right to refuse service. This clause shall remain.**

Comment:

Page 14, item 24: This requirement is listed under R-13 and should fall under page 14, item 21.

**This clause specifically applies to a requirement for contractors to keep rate cards in all tow trucks. This clause shall remain.**

Comment:

Page 15, item 27: This section should read the same as ARS 28-872 and the last two paragraphs should be removed.

**Pinal County reserves the right to define terms and conditions considered in the best interests of the County and its citizens within its solicitations and contracts. This term will remain.**

Comment:

There is a severe lack of properly zoned sites in the Queen Creek area. Provisions for exceptions need to be made.

**Page 6, item 5, paragraph 2 affords PCSO the flexibility to make exceptions in uncovered or under-covered districts. Additional standard exceptions shall be defined in Addendum 6 and the accompanying revised solicitation document.**



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Question:

Can PCSO provide a monthly report on the number of dispatches each company received in a given month?

No.

Question:

Where is it stated in this RFP that two or more offerors can't share a facility?

Each towing company must have a separately secured storage facility. This is important for safety and security reasons, and to avoid confusion as to who is responsible for opening the yard for release when necessary.

Comment:

Several areas of this solicitation show favoritism.

The solicitation has been reviewed by Pinal County's legal team, as well as representatives from Pinal County Procurement and PCSO. There are no terms or conditions within the solicitation that are worded in any way to be extraordinarily prohibitive or show favoritism to any prospective offeror. Terms and conditions are consistent with other contracts of this type, prepared by other government agencies within this State.