

CITY OF ALAMO HEIGHTS

POLICE DEPARTMENT



REQUEST FOR PROPOSALS FOR TOWING AND IMPOUND SERVICES

SUBMITTAL DEADLINE:

June 30, 2023 @ 2:00 P.M. CDT

Proposal received after this time shall be rejected and will be returned, unopened
to the Respondent

TABLE OF CONTENTS

SECTION	Page #
I. Introduction	3
II. Schedule	3
III. Pre-Submittal Conference	3
IV. Scope of Services	3
V. Work History	5
VI. Submittal Requirements	5
VII. Submittal Instructions	8
VIII. Communication Guidelines	9
IX. Amendments to RFP	9
X. Evaluation Criteria	9
XI. Award of Contract & Reservation of Rights	10
ATTACHMENTS:	
Submittal Cover / Signature Sheet	Attachment A
Regulatory Compliance and Criminal History Warranty	Attachment B
Respondent Questionnaire	Attachment C
Litigation Disclosure	Attachment D
Insurance Requirements	Attachment E
Fee Schedule Worksheet	Attachment F
Work History Worksheet	Attachment G
Indemnification Requirements	Attachment H
Conflict of Interest Questionnaire	Attachment I
Vendor Acknowledgement Form	Attachment J
Proposal Checklist	Attachment K

I. INTRODUCTION

The City of Alamo Heights ("City") is seeking proposals from qualified Respondents to provide municipal vehicle towing and storage services within the City of Alamo Heights, including all accounting and record keeping services required by law for this service. Respondent will also provide any other services described in this RFP. The City has a frequent need to tow vehicles from the scene of accidents, vehicles abandoned on a public roadway, vehicles removed as part of code enforcement actions, impounding of vehicles as a result of arrest by the Police Department, and City vehicles on occasion. Wrecked or disabled vehicles will not be included in the resulting contract unless those vehicles are impounded by the Alamo Heights Police Department as evidence and towing service is requested. The Respondent shall comply with the "Texas Towing Act" as defined by the Texas Occupations Code.

The term of the contract will be one (1) three (3) year period with an optional two (2) year renewal period. Award of contract will be based on the evaluation criteria as stated herein for the City of Alamo Heights Police Department (AHPD).

II. SCHEDULE

Submittals received in response to this RFP will be evaluated and a selection made in approximately thirty (30) to sixty (60) days.

III. PRE-SUBMITTAL CONFERENCE

A non-mandatory pre-submittal conference will be held on **Monday, June 12, 2023 at 2:00 p.m.** at the City of Alamo Heights Council Chamber located at 6116 Broadway, San Antonio, Texas 78209.

IV. SCOPE OF SERVICES

The selected Recipient will be required, at a minimum, to comply with the terms and conditions set forth in this RFP and to operate the vehicle storage facility ("VSF") in compliance with the Texas Towing Act, Texas Transportation Code and all other local, state, and federal laws that apply to the operations of the VSF. The selected Recipient will be required to process all state required records checks and notifications, collect all appropriate fees, process release of vehicles, establish chain of custody for vehicles used in evidence, and oversee the auctions of abandoned vehicles. Additionally, the Recipient shall ensure all services provided for vehicles towed on public roadways is performed in compliance with the Texas Towing Act, Texas Transportation Code, and all other applicable local, state, and federal laws. Selected Recipient shall be responsible for providing the following towing and related services:

A. Towing Services

1. Arrival at scene of all calls for service within 30 minutes.
2. Towing, removal, and retrieval of the below to be performed on primary and secondary roadways, and off-road areas in all types of environmental and physical conditions:
 - a. Tow vehicles under 10,001 lbs. GVW
 - b. Tow vehicles between 10,001 and 26,000 lbs. GVW
 - c. Tow vehicles over 26,000 lbs. GVW
 - d. Tow large tractor rigs
 - e. Tow motorcycles
 - f. Tow trailers
 - g. Winch vehicles
 - h. Upright rollovers
3. Remove all debris from scene of vehicular accidents.
4. Recipient shall establish a drug testing policy for towing operators in compliance with Sec. 2308.158 of the Texas Occupations Code.

B. Vehicle Storage

Vehicle storage services to be provided as follows:

1. Maintain knowledge of and comply with all federal, state and city laws and ordinances that pertain to the operation of the VSF.
2. Be knowledgeable of applicable laws relating to vehicle titles and the language of court orders.
3. Be knowledgeable of all laws and procedures that pertain to the storage, release and sale of stored vehicles.
4. Provide fenced and secure storage for a minimum average of 30 vehicles.
5. Segregate all City of Alamo Heights vehicles from all other vehicles, and vehicles are to be fully accessible. All vehicles impounded under the authority of the City of Alamo Heights are to be fully accessible to all authorized personnel employed by the City.
6. Impound vehicles shall be accessible twenty-four (24) hours a day, seven (7) days a week.
7. Provide the Alamo Heights Police Department access to the VSF at all times.
8. Send proper notices in compliance with all laws by certified mail to owners and/or lien holders, as required, of said vehicles within five (5) days of receiving the vehicle at the VSF.
9. Require proper documentation from owner(s) or their representative, to include valid government photo identification card/driver's license, proof of ownership and proof of insurance. Require proof of vehicle owner's authority when releasing vehicle to the owner(s) representative.
10. Cooperate with the City and/or the Alamo Heights Police Department with respect to any vehicles to be held and/or impounded and any other aspects of the VSF operations.
11. Coordinate with the Alamo Heights Police Department on any and all requests received from other law enforcement agencies related to vehicles impounded and/or stored at the VSF.
12. Provide individuals who are attempting to claim vehicles with an escort to the vehicle, when needed, for the purposes of obtaining ownership documentation located inside the vehicle.
13. Verify through the City a "hold" status prior to allowing access to or releasing vehicles / property in which a "hold" has been placed.
14. Resolve disputes with vehicle owners.

C. Reporting

Provide monthly accounting reports to the City of Alamo Heights to include the following:

1. The number of vehicles towed at the request of the City of Alamo Heights.
2. The number of vehicles towed at the request of private owners as a result of a call by the City of Alamo Heights.
3. The number of City owned vehicles towed.
4. A comprehensive list of vehicles impounded at the request of the City of Alamo Heights.
5. Locations where vehicles are towed when not taken to storage facility.

D. Fee Collection

The VSF will be responsible for collection of any and all fees for services provided to include:

1. Provide a number of alternative means for citizens to pay fees to include credit and debit cards.
2. Collect Impound Fees, Notification Fees, and Storage Fees plus taxes in appropriate amounts.
3. Charge no fees to the City for City vehicles and property that may be placed in the VSF.
4. Charge no fees for vehicles and property placed in the VSF that are subject to seizure, have an active hold as evidence, including vehicles and property the AHPD may direct to be relocated from the VSF.
5. Remit all taxes collected in a timely manner to the State.

E. Security

The VSF will be responsible for providing adequate security for vehicles, property, and visitors. The VSF is also responsible for the following:

1. Provide security measures to protect vehicles and property at the VSF.
2. Provide security measures to ensure the safety of all persons visiting the VSF.
3. Complete background checks prior to hiring individuals to be employed at the VSF.

F. Auctions

Impounded vehicles not claimed by the end of the 20th day from the date of impoundment are considered abandoned. The VSF will be responsible for the auction of abandoned vehicles in compliance with state law. The VSF will be responsible the following:

1. Provide to City, no later than the 10th day of each month, a comprehensive list of all abandoned vehicles that are eligible for auction.
2. Process all documentation, as required by law, related to the auction sales.
3. Provide a monthly report of the number of vehicles auctioned as a result of towing requests by the City.
4. Provide a monthly report of the proceeds from auction of vehicles.

V. WORK HISTORY

Recipient providing service to the City must have verifiable experience in handling same or similar services as outlined in Section IV, Scope of Services.

Recipient will complete and submit Attachment G., "Work History Worksheet."

VI. SUBMITTAL REQUIREMENTS

The following information shall be required in the RFP submittal:

A. Letter of Transmittal

The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following information and statements:

1. Company name, address, telephone number(s) of the firm submitting the proposal;
2. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed;
3. Federal and state taxpayer identification numbers of the firm;
4. An executive summary briefly stating the Respondent's understanding of the services to be performed and the Respondent's ability to meet the City's goals and objectives.
5. The letter must be signed by a corporate officer or other individual who is legally authorized to bind the applicant to both its proposal and cost schedule.

B. Description of Services

Provide the following:

1. Description of Towing Services as specified in Scope of Services, Sec. IV(A). Scope of Services to include but not be limited to the following:
 - a. Statement regarding priority of City of Alamo Heights calls and the minimum response time to arrive on scene after notification;
 - b. A description of the size and type of total fleet;
 - c. Statement regarding the minimum number of trucks available at all times, including heavy-duty tow trucks and the equipment on each truck;
 - d. Statement of plan for accident prevention and protection of employees and public;
 - e. Statement regarding adherence to all applicable laws and ordinances;
 - f. A complete legal and technical description of each truck in Recipient's fleet that will service the City of Alamo Heights;
 - g. Statement of agreement to tow abandoned or junked vehicles and the method of disposal of these vehicles;
 - h. Statement regarding how accident debris will be removed from an accident location or on any occasion where the Recipient is called out and debris removal is necessitated due to the event;
 - i. Statement of drug testing policy for towing operators.
2. Description of Vehicle Storage Services as specified in Scope of Services, Sec. IV (B) to include, but not limited to the following:
 - a. Description of the physical location of the storage facility, mailing address, and the proximity to the Alamo Heights Police Department: 6116 Broadway, San Antonio, Texas, 78209;
 - b. A complete physical description of the storage facility, how the facility is secured, maintenance of the facility, and a schematic drawing of the storage lot indicating the number of slots and the location of those slots for parking City of Alamo Heights vehicles;
 - c. Statement describing the accessibility to the storage facility by the public and City of Alamo Heights personnel;
 - d. Statement of hours an attendant will be on-site at the storage lot and the hours administrative personnel will be on-site;
 - e. Statement of description regarding an enclosed storage building for the purpose of storing and processing criminal evidence vehicles, and the method for making this storage accessible only by Alamo Heights Police Department personnel;
 - f. Statement of means for resolving disputes with vehicle owners.
3. Description of Reporting Services as specified in Scope of Services, Sec. IV(C) to include, but not limited to the following:
 - a. Statement describing the inventory and record keeping process the Recipient will utilize and the day of each month a report will be delivered to the City;
 - b. Statement of availability for Police or City personnel to inspect and audit the books, accounts, and records.
4. Description of Fee Collection Services as specified in Scope of Services, Sec. IV(D) to include, but not limited to the following:
 - a. Statement describing the alternative means for citizens to pay fees;
 - b. Statement describing procedures for collecting impound fees, notification fees, and storage fees plus taxes in appropriate amounts;

- c. Statement regarding adherence to remitting all taxes collected in a timely manner to the State;
 - d. Statement regarding remitting collected administrative fees to the City of Alamo Heights for each vehicle impounded.
5. Description of Security Services as specified in Scope of Services, Sec. IV(E) to include, but not limited to the following:
- a. Statement describing security measures to protect stored vehicles and property;
 - b. Statement describing security measures to ensure the safety of all persons visiting the vehicle storage facility;
 - c. Statement describing procedures of performing complete background checks prior to hiring individuals to be employed by Recipient.
6. Description of Auction Services as specified in Scope of Services, Sec. IV(F) to include, but not limited to the following:
- a. Statement regarding the method in which the City will be notified of all abandoned vehicles that are eligible for auction;
 - b. Statement describing auction procedures;
 - c. Statement describing processing of all documentation related to auction sales;
 - d. Statement regarding the method of accounting for all auction proceeds;
 - e. Statement regarding sharing auction proceeds with the City of Alamo Heights for each vehicle auctioned.

C. Fee Schedule

Respondent must include all expenses related to the services offered. No additional fees will be considered unless they are disclosed and approved in advance by the City of Alamo Heights.

1. Respondent will complete and submit Attachment F, "Fee Schedule Worksheet." All costs associated with the scope of services in reference to Towing Services must be included.

D. Additional Forms

Respondent's submittal shall also include any forms or attachments listed in Attachment K, "Proposal Checklist."

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE-REFERENCED DOCUMENTS MAY RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

VII. SUBMITTAL INSTRUCTIONS

- A. Respondent shall provide six (6) copies of their submittal, one (1) clearly marked, "Original" and signed in blue ink and five (5) duplicates. All copies must be submitted in a sealed package, clearly marked on the front of the package **"POLICE TOWING AND IMPOUND SERVICES"** All submittals must be received by the City Secretary no later than **2:00 p.m. CDT, Friday, June 30, 2023** at the address below.

City of Alamo Heights
c/o City Secretary
6116 Broadway
San Antonio, Texas 78209

Any submittal received after this time shall be rejected and will not be returned, unopened to the Respondent. Submittals sent by facsimile or email will not be accepted.

- B. Submittal Format: Each submittal shall be typewritten or computer fillable text and submitted on 8 1/2" x 11" white paper. Font size shall be no less than 12-point type. Margins shall be no less than 3/4" around the perimeter of each page, double-sided pages are encouraged. Originals shall be easily identifiable and shall be signed in blue ink. Each page shall be numbered. Electronic files shall not be included as part of the submittal; compact disks and/or computer disks submitted as part of the submittal shall not be considered. Each submittal must include the sections and attachments included herein as part of this RFP, in the sequence listed in the Submission Requirements Section, and each section and attachment must be indexed with divider tabs and included in the Table of Contents page (Form #2 in RFP). Failure to meet the above conditions may result in disqualification.
- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include their 9-digit Internal Revenue Service Taxpayer number on the City of Alamo Heights Substitute W-9 Form. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity in its submittal, the Chief of Police shall have the discretion, at any point in the contracting process, to suspend consideration of the submittal.
- D. All provisions in Respondent's submittal, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a submittal is accepted, throughout the entire term of the contract.
- E. All submittals become the property of the City upon receipt and will not be returned unless rejected for failing to timely submit proposal per Section VIIA. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. COMMUNICATION GUIDELINES

Once the RFP has been released, Respondents are prohibited from communicating with City staff and officials regarding the RFP, with the following exceptions:

- A. Respondents are prohibited from communicating with elected City officials regarding the RFP or Submittals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Respondents’ Submittals. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent’s submittal from consideration. Exceptions to the restrictions on communication with City employees include:
1. Questions and responses during the pre-submittal conference.
 2. Respondents may submit questions concerning this RFP to the staff electronically at cpruitt@alamoheightstx.gov before **12:00 Noon CDT, on Tuesday, June 20, 2023**. Questions received after the stated deadline may not be answered. Received questions and responses will be posted to the City’s website at <http://www.alamoheightstx.gov> by **5:00 p.m. CDT, on Thursday, June 22, 2023**.
 3. Respondents may provide responses to questions asked of them by the City staff or officials after responses are received and opened and during any subsequent interviews.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.
- C. If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor’s business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

IX. AMENDMENTS TO RFP

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

X. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, more than one, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of Alamo Heights City Council.

Evaluation Criteria:

- Towing Services (25%)
- Vehicles Storage Services (20%)
- Reporting Services (10%)
- Fee Collection Services (5%)
- Auction Services (5%)
- Work History (Experience with municipal clients) (15%)
- Fee Schedule (20%)

XI. AWARD OF CONTRACT & RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose submittal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.**
- E. City intends to require the selected Respondent(s) to execute the contract with the City in substantially the form as attached prior to City Council award. No services, under provisions of the proposed contract, shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in the Contract. Contract documents are not binding on City until approved by the City Council. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit the City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the insurance and indemnification requirements established in the resulting contract.
- H. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

CITY OF ALAMO HEIGHTS

POLICE DEPARTMENT

REQUEST FOR PROPOSALS FOR TOWING AND IMPOUND SERVICES

ATTACHMENTS



CITY OF ALAMO HEIGHTS
6116 BROADWAY
ALAMO HEIGHTS, TEXAS 78209

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:	May 31, 2023	Request For Proposal Title
		Towing and Impound Services
DATE OF CLOSING:	June 30, 2023	DEPARTMENT: POLICE
TIME OF CLOSING:	(No later than) 2:00 p.m. CDT	
SUBMIT TO:	City of Alamo Heights 6116 Broadway San Antonio, TX 78209	

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

Legal Name of Firm:	
Address:	
City:	
State:	Zip Code:
Contact Person:	
Office Phone Number:	Alternate Phone Number:
E-Mail Address:	Fax Number:

Signature of Authorized Individual

Typed Name of Authorized Individual

Date

Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

- (a) **Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.
- (b) **Criminal Histories.** Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) **Voidable Contract.** Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- ☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
- ☐ Partnership
- ☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit
Also, check one: ☐ Domestic ☐ Foreign
- ☐ Other: If checked, list business structure: _____

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☐

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ☐ No ☐ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas?

Yes ☐ No ☐ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

b. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☐ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ☐ No ☐ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☐ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

REFERENCES - Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 2:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 3:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 4:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

ATTACHMENT D

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☐

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes ☐ No ☐

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐ No ☐

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Alamo Heights shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Alamo Heights.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
1. Workers' Compensation 2. Employer's Liability	Statutory \$100,000 each accident	City to be provided a waiver of subrogation.
3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses h. Fire Legal Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.	
5. Crime/Employee Dishonesty (including monies and securities)	\$250,000	
6. Indemnification Bond*	\$250,000	

*If applicable.

ATTACHMENT F

FEE SCHEDULE WORKSHEET

Fee schedule for towing and other associated fees applicable to the removal, storage, or auction of wrecked, junked, and impounded vehicles or other equipment:

1. Vehicle weight 10,001 lbs. GVW or less \$ _____ per vehicle
2. Vehicle weight between 10,001 and 26,000 lbs. GVW \$ _____ per vehicle
3. Vehicle weight over 26,000 lbs. GVW \$ _____ per vehicle
4. Motorcycles \$ _____ per motorcycle
5. Trailers \$ _____ per trailer
6. Use of dollies or car carriers \$ _____ per dolly/carrier
7. Mileage charges \$ _____ per City vehicle after
after _____ miles
8. Mileage charges \$ _____ per City vehicle after
after _____ miles
9. Charge for labor – per hour
(Pro rated on 1/2 hour increments) \$ _____ per hour
10. Storage fee \$ _____ per day
11. Impound fee \$ _____ per vehicle
12. Storage fee for Alamo Heights P.D. “hold” vehicles
until day hold is released by the Department \$ _____ per day
13. Owner/lien holder notification fee in compliance
with VSF statutes \$ _____ per day
14. Storage fee for large vehicles (vehicles with more than
three axles or vehicles with trailer in tandem) \$ _____ per day
15. Winching service \$ _____ per service
16. Rollovers \$ _____ per rollover
17. Any other applicable fees or discounts offered by
the vender not described in this section \$ _____ per _____
\$ _____ per _____
\$ _____ per _____

FEE SCHEDULE WORKSHEET CONTINUED

Fee schedule for towing city owned vehicles:

1. Vehicle weight 10,001 lbs. GVW or less \$ _____ per vehicle
2. Vehicle weight between 10,001 and 26,000 lbs. GVW \$ _____ per vehicle
3. Vehicle weight over 26,000 lbs. GVW \$ _____ per vehicle
4. Trailers \$ _____ per trailer
5. Any other applicable fees or discounts offered by the
vendor not described in this section \$ _____ per _____
\$ _____ per _____
\$ _____ per _____

ATTACHMENT G

WORK HISTORY WORKSHEET

Provide information as it applies to the work history of the vendor and in response to the items on this worksheet.

1. Total number of tows executed over the past five years: _____
2. Total number of chargeable fleet accidents over past five years: _____
3. List of all contractual accounts serviced over last five years including:

Name of Account	Dates of Service	Contact Name	Contact Telephone

(Attach additional page(s) if more space is required)

4. List of all drivers that will be operating vendor's equipment for the City of Alamo Heights including:

Name of Driver	Level of Certification	Years with Vendor

(Attach additional page(s) if more space is required)

****Note: The City of Alamo Heights reserves the right to request additional information for the purpose of conducting further investigation of driver history.***

ATTACHMENT H

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND ITS AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

CONFLICT OF INTEREST QUESTIONNAIRE (ATTACHMENT I)**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1) Name of person doing business with local governmental entity.**2) ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**4) Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5) Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6) Describe any other affiliation or business relationship that might cause a conflict of interest.

7)

Signature of person doing business with the governmental entity

Date

ATTACHMENT J

VENDOR ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name:

Address of Principal Place of Business:

Phone/Fax of Principal Place of Business:

Address, Phone and Fax of Majority
Owner Principal Place of Business:

E-mail Address of Representative:

Authorized Representative:

Signature

Date

Printed Name

ATTACHMENT K

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	*Submittal Cover / Signature Sheet (RFP Attachment A)	
	Table of Contents	
	Executive Summary	
	Regulatory Compliance and Criminal History Warranty (Attachment B)	
	Respondent Questionnaire (RFP Attachment C)	
	Litigation Disclosure (RFP Attachment D)	
	Insurance Requirements (RFP Attachment E)	
	Proof of Insurability (Letter and Copy of Current Certificate of Insurance	
	Experience, Background, Qualifications	
	Proposed Services	
	Fee Schedule Worksheet (RFP Attachment F)	
	Work History Worksheet (RFP Attachment G)	
	Indemnification Requirements (RFP Attachment H)	
	*Conflict of Interest Questionnaire (Form CIQ – Attachment I)	
	*Vender Acknowledgement Form (RFP Attachment J)	
	Proposal Checklist (RFP Attachment K)	
	One (1) Original and Five (5) Copies of Proposal	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.