

REQUEST FOR PROPOSALS
FOR
TOWING AND IMPOUND SERVICES

City of Leon Valley TX



2023

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CITY OF LEON VALLEY
TOWING AND IMPOUND SERVICES
REQUEST FOR PROPOSALS
PROJECT # 2023- 00

I. INTRODUCTION

The City of Leon Valley is seeking proposals from Respondents to provide vehicle towing and storage services including all accounting and record keeping services required by law for this service. Respondent will also provide any other services described in this Request for Proposal (RFP). The City has a frequent need to tow vehicles from the scene of crashes, 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 towing of City vehicles on occasion. The Respondent shall comply with the Texas Towing Act as defined by the Texas Occupations Code Chapter 2308, Vehicle Towing. Proposals must be received by Sandra Passailaigue, City Secretary in City Hall no later than March 20, 2023 at 2:00 P.M.

There is no expressed or implied obligation for the City to reimburse respondents for any expenses incurred in preparing proposals in response to this request.

Any inquiries concerning the request for proposals should be addressed to Sandra Passailaigue, City Secretary at 210-684-1391 ext. 216 or s.pass@leonvalleytexas.gov.

II. SCOPE OF SERVICES REQUIRED

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 stored at their VSF, establish chain of custody for vehicles used in evidence, and oversee the auctions of abandoned vehicles stored at their VSF. 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 thirty (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 environments 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. Recipient shall:

- a. Tow all wrecked vehicles or any other vehicle to its VSF as directed by the Leon Valley Police Department or Leon Valley Fire Department.
- b. Tow all non-wrecked/non-damaged vehicles and/or other vehicles to the Leon Valley Impound Lot as directed by the Leon Valley Police Department.

4. Remove all debris (glass, oil, fuel, vehicle parts etc.) from scene of vehicular crashes.

5. Recipient shall establish a drug testing policy for towing operators in compliance with Sec. 2308.158 of the Texas Occupations Code.

6. Recipient must ensure:

- a. Tow services for the entire City limits.
- b. Operate twenty-four hours a day, seven days a week.
- c. Comply with all local, state, and federal laws.
- d. Deploy properly licensed drivers in accordance with Texas Occupation Code Title 14, Chapter 2308.
- e. Not require, request and/or accept any commission or gratuity of any kind from automobile dealerships, repair facilities/body shops, and/or insurance companies in connection with any City dispatched tow.
- f. Maintain Light and Medium Duty Wreckers to provide safe and efficient wrecker services to the LVPD and the City of Leon Valley which are no more than ten (10) years old.
- g. Maintain Heavy Duty Wreckers and equipment to provide safe and efficient wrecker services to the LVPD and the City of Leon Valley which are no more than fifteen (15) years old.
- h. Make wreckers and special equipment available for inspection when requested by LVPD and/or authorized City personnel.

i. Complete tire changes, battery jumps, and light duty tows free of charge for all City vehicles.

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 applicable 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 thirty vehicles.
5. Segregate all City of Leon Valley vehicles from all other vehicles, and vehicles are to be fully accessible. All vehicles impounded under the authority of the City of Leon Valley are to be fully accessible to all authorized personnel employed by the City.
6. Impound vehicles twenty-four (24) hours a day, seven (7) days a week.
7. Provide the Leon Valley 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 Leon Valley 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 Leon Valley Police Department on any and all requests received from other law enforcement agencies related to vehicles impounded by LVPD 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, Leon Valley Police Department and/or Leon Valley Fire Department 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 Leon Valley to include the following:

1. The number of vehicles towed at the request of the City of Leon Valley.
2. The number of City owned vehicles towed.
3. A comprehensive list of vehicles impounded at the request of the City of Leon Valley.
4. Location where vehicles are towed: Recipient's VSF, Leon Valley Impound Lot or other location.

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 debits cards.
2. Collect impound fees, notification fees, and storage fees plus taxes in appropriate amounts.
3. Charge no fees to the City of Leon Valley 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 Leon Valley Police Department may direct to be relocated from the VSF.
5. Charge no fees for roadside services provide for City vehicles, to include tire changes and/or removal.
6. Remit all taxes collected in a timely manner to the State, County and City as required.

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 and identify security measures to protect vehicles and property at the VSF.
2. Provide and identify 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.

III. Bidding Instructions

All proposals shall be submitted to and all other correspondence shall be directed to the following point of contact:

City of Leon Valley
Attention: Sandra Passailaigue, City Secretary
6400 El Verde Road
Leon Valley, Texas 78238
Phone: 210-684-1391 ext. 216
Fax: 210-684-4476
Email: s.pass@leonvalleytexas.gov

Due Date - All proposals must be received no later than 2:00 P.M. on March 20, 2023. Respondents shall provide five (5) printed and one (1) digital copy on flash drive or email for submission.

Pre-Proposal Meetings: There will be one pre-proposal meeting to discuss the Scope of Service and an opportunity to ask questions of City staff.

Meeting details are as follows:

Pre-Proposal Meeting

Location: Leon Valley City Hall 6400 El Verde, Leon Valley, Texas 78238

Date/Time: March 13, 2023, 2:00 P.M.

Qualified contractors are highly encouraged to attend the pre-proposal meeting.

All proposals become the property of City of Leon Valley upon receipt and will not be returned to the submitter. Any cost or expense incurred by the submitting company that is associated with the preparation or selection process of the proposal shall be borne solely by said company.

Inquiries and Interpretations: Responses to inquiries which directly affect an interpretation or change to this proposal will be issued in writing by the City staff as an addendum and faxed or emailed to all parties recorded by the City as having received a copy of the proposal. All such addenda issued by the City prior to the time proposals are received shall be considered part of the proposal, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its proposal.

Only those inquiries the City replies to by writing shall be binding. Oral and other interpretations or clarifications will be without legal effect.

IV. Submittal Requirements

The contractor shall have verifiable experience, qualifications, knowledge, and reliably perform the Scope of Services herein described.

A. Description of Services

Provide the following:

1. Description of Towing Services as specified in the Scope of Services Required, Sec. II to include, but not be limited to the following:
 - a. Statement regarding priority of the City of Leon Valley 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 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 Leon Valley;
 - g. Statement of agreement to tow abandoned or junked 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; and
 - i. Statement of drug testing policy for towing operators.
2. Description of Vehicle Storage Services as specified in Scope of Services Required, Sec. II to include, but not be limited to the following:
 - a. Description of the physical location of the storage facility, mailing address, and the proximity to the Leon Valley Police Department: 6400 El Verde, Leon Valley, Texas 78238;
 - 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 of vehicles towed for City of Leon Valley;
 - c. Statement describing the accessibility to the storage facility by the public and City of Leon Valley personnel;
 - d. Statement of hours an attendant will be on-site at the storage lot and the hours administrative personnel will be on-site; and
 - e. Statement of means for resolving disputes with vehicle owners.
3. Description of Reporting Services as specified in Scope of Services Required, Sec. II to include, but not be 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 submitted to the City; and
 - b. Statement of availability for Police or City Personnel to inspect and audit books, accounts, and records.

4. Description of Fee Collection Services as specified in Scope of Services Required, Sec II to include, but not be 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, County and City as required; and
 - d. Statement regarding remitting collected administrative fees to the City of Leon Valley for each vehicle impounded.
5. Description of Security Services as specified in Scope of Services Required, Sec II to include but not be 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 VSF; and
 - c. Statement describing procedures of performing complete background checks prior to hiring individuals to be employed by Recipient.

B. Fee Schedule

1. 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 Leon Valley.
2. Respondent will complete and submit Attachment E. "Fee Schedule Worksheet." All costs associated with the scope of services required in reference to Towing Services and Storage must be included.

C. Additional Forms

1. Respondent's submittal shall also include any forms or attachments listed in Attachment H. "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.

V. Criteria for Evaluation and Selection

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.

With the recommendation of the Police and Fire Department Command Staff, the City Manager will evaluate qualifications based on requirements described in this section and make a recommendation for award and selection to City Council based upon which proposal represents the best services to the City. The City Manager, after selection by City Council will begin to negotiate a contract with awarded qualified contractor. The City of Leon Valley reserves the right to reject any or all proposals.

- Towing Services (25%)
- Vehicle Storage Facility/Services (25%)
- Work History (15%)
- Reporting Services (10%)
- Security Services (10%)
- Fee Schedule (10%)
- Fee Collection Services (5%)

VI. AWARD SCHEDULE

Award schedule milestones are as follows. All times are Central Standard Time.

Date	Activity
February 24, 2023	Issue Request for Proposals
March 13, 2023	Pre-proposal Meeting Opportunity
March 13, 2023	Deadline for Questions
March 20, 2023	Submittal Deadline
April 30, 2023	Anticipated Date for Selection

VII. RESERVATION OF RIGHTS AND CONTRACT REQUIREMENTS

A. Contract Award: The City reserves the right to select one, more than one or no company in response to this proposal. The company, if selected, will be the company whose proposal is considered most advantageous to the City. This proposal does not commit the City to enter into a Contract or, award any services related to this proposal.

In the event the parties cannot negotiate and execute a contract within the time specified, the City reserves the right to terminate negotiations with the selected company and begin negotiations with another company.

B. Hold Harmless Agreement: THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS

EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. RESPONDENT AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

C. Anti-Lobbying Provision: During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of similar RFP's.

D. Jurisdiction: Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Bexar County, Texas. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Bexar County, Texas

E. Conflict of Interest: Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Leon Valley not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

ATTACHMENT A

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 [respondent] must demonstrate to the City's satisfaction that bidder [respondent] 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 [respondent] 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 [respondent'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 B

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. 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: _____

Telephone No.: _____ Fax No.: _____

Social Security Number or Federal 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 ☐ Non-profit

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 for setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

3. Does Respondent expect any mergers, transfer or 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", state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

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.

10. List here, any other names under which Respondent has operated within the last ten (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 (3) years.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

Reference No. 4:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Fax No.: _____

E-mail: _____

ATTACHMENT C

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 Leon Valley 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 Leon Valley or any other federal, state, or local government, or private entity during the past 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 D

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Leon Valley shall supply 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 Leon Valley.

Listed below are the types and amounts of insurance required. The City reserved 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	Statutory	City to be provided a waiver of subrogation.
2. Employer's Liability	\$100,000 each accident	
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 of 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 E

FEE SCHEDULE WORKSHEET

Fee schedule for towing and other associated fees applicable to the removal and storage, 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 dollies/carrier
7. Mileage charges	\$ _____ per City vehicle after _____ miles
8. Charge for labor – per hour (Pro-rated on ½ hour increments)	\$ _____ per hour
9. Storage fee	\$ _____ per vehicle
10. Impound fee	\$ _____ per vehicle
11. Storage fee for Leon Valley P.D. “hold” vehicles Until the day hold is released by the Department	\$ _____ per day
12. Owner/lien holder notification fee in compliance with VSF statutes	\$ _____ per each
13. Storage fee for large vehicles (vehicles with more than three axles or vehicles with trailer in tandem)	\$ _____ per day
14. Winching service	\$ _____ per service
15. Rollovers	\$ _____ per rollover
16. Any other applicable fees or discounts offered by the vendor not described in this section	\$ _____ per \$ _____ per \$ _____ per

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 F

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/crashes over the past five years: _____
3. List of all contractual accounts' services over the past five years including:

Name of Account	Dates of Service	Contact Name	Contact Telephone

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

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

Name of Driver	Level of Certification	Years with Vendor

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

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

ATTACHMENT G

VENDOR ACKNOWLEDGEMENT FORM

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices/fees 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/fees are extended at the price/fee 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 of Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____	Signature	Date
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Printed Name _____

ATTACHMENT H

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.

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Executive Summary	
Respondent Questionnaire (RFP Attachment B)	
Litigation Disclosure (RFP Attachment C)	
Proof of Insurability (Letter and Copy of Current Certificate of Experience, Background, Qualifications	
Proposed Services	
Fee Schedule Worksheet (RFP Attachment E)	
Work History Worksheet (RFP Attachment F)	
*Conflict of Interest Questionnaire (Refer to RFP Sec. VII(E))	
*Vendor Acknowledgement Form (RFP Attachment G)	
Proposal Checklist (RFP Attachment H)	

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