

\$10.00

CITY OF SAN ANGELO REQUEST FOR PROPOSALS

Vehicle Towing Services Police Department

RFP No. PD-01-15

Submittal Deadline

March 4, 2015, 2:00 P.M. Local time



City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

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1. INTRODUCTION

1.1. General

It is the intent of this solicitation is to obtain a vehicle towing service company(s) to provide 'non-consent tows' services as defined within Section 2308.002(6) of the Texas Towing Act within the jurisdiction of the City of San Angelo. Additionally, the contract will provide towing services for the City of San Angelo.

1.2. Type of Services Required

- Tow Truck and Vehicle Impound Services

It is the intent of this request for Tow Truck and Vehicle Impound Services request to solicit towing companies to provide tow truck services and a vehicle storage facility for non-consent tows' for the City of San Angelo. The services to be performed consist of furnishing equipment, materials, labor and personnel for tow truck services. These services shall be provided in an efficient and timely manner to support the Police Department and other city services on a twenty-four hour, seven day a week, three hundred sixty five days a year basis. The term of the contract will be for a period of three (3) years and may be renewed by the City for one additional three (3) year period.

1.3. Proposal Documents

Proposal documents may be obtained in the Purchasing office located at 72 West College Avenue, Suite 330, San Angelo, TX, 76903 at a cost of \$10.00 or online for no cost at:

- www.cosatx.us
- Bid Information (bottom of screen)
- PD-01-15/Towing Services

1.4. Digital Format

If Respondents obtained the proposal specifications in digital format in order to prepare a proposal, ***the proposal must be submitted in hard*** copy according to the instructions contained in this proposal package. If, in its proposal response, Respondents makes any changes whatsoever to the published proposal specifications, the proposal specification ***as published*** shall control. Furthermore, if an alteration of any kind to the proposal specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

1.5. Pre Proposal Conference

None

1.6. Insurance and Indemnification Requirements

Insurance and indemnification requirements applicable to this project are included within the draft Services Agreement Form included within this proposal package. Please read the bold note at the top of the first page of the draft Project Agreement Form and review the insurance and indemnification requirements listed in Section 5 of that form with your insurance agent prior to submitting your proposal.

1.7. Required Response

The City requires a response to any RFP's mailed to potential respondents. Should a company receive an RFP, but choose not to respond, then in order to remain on the City of San Angelo's Potential Bidders List you must submit a "No Bid".

1.8. No Response Instructions

To submit a No Response, complete the Proposal Sheet by entering "No Bid" on Line Item 1, complete the Contact Information section, and mail the signed Proposal Sheet pages before the deadline. Firms that do not respond will be removed from the bidders list.

1.9. Confidentiality

All Proposals submitted shall remain confidential. After award, Proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any commercial and financial information or trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

1.10. Award of Contract

The City reserves the right to accept or reject any or all Proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

1.11. Acceptance of Proposal Content

Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Respondent receives an award, failure to have made such investigation and examinations will in no way relieve the Respondent from his obligation to comply in every detail with all provisions and requirements.

1.12. Copies Of Proposal Tabulation Results

For a copy of the Proposal Tabulation results, send a self-addressed stamped envelope to Purchasing Department, City of San Angelo, and 72 West College Avenue, San Angelo, Texas 76903. Pricing Summary Tabulations may also be obtained by emailing sapurch@cosatx.us. Please include the proposal title and number in your request.

1.13. Disqualification

The respondent may be disqualified for any of the following reasons:

- The respondent is involved in any litigation against the City of San Angelo;
- The respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Proposals (RFP) submittals must be received and time stamped, **March 4, 2015, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Late Proposals will not be considered.

2.2. Copies

- a. Submit one (1) **unbound** original and one (1) complete **bound** copy of your proposal. (Staples and binder clips are acceptable for unbound original).
- b. Enclose one (1) CD or flash drive containing digital copy of all required forms, and any supplemental documentation in a PDF format. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention.

2.3. Sealed Envelope Formatting

- Top Left Hand Corner: *Business Name*
- Bottom Left Hand Corner: ***"RFP NO. PD-01-15/Towing Services"***

2.4. Delivery Envelope Formatting

Mark delivery envelope "Sealed Proposal Enclosed"

2.5 Delivery Addresses:

USPS: City of San Angelo
Purchasing Department, RFP: PD-01-15
72 West College Avenue
San Angelo, Texas 76903

USPS Express Mail is NOT Recommended

Delivery Services: City of San Angelo
Purchasing Department, RFP: PD-01-15
72 West College Avenue, Suite 330
San Angelo, Texas 76903

NOTICE

It is the sole responsibility of the respondent to ensure that their arrives at the above location by the specified deadline regardless of delivery method selected

Faxed or electronically transmitted bids will not be accepted

2.6 Points Of Contact

Roger S. Banks, Manager
Purchasing Division
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903
Email: sapurch@sanangelotexas.us
Telephone: (325) 657-4219

Tim Vasquez, Chief of Police
Police Department
City of San Angelo
San Angelo Texas, 76903
Telephone: (325) 657-4336

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3. INSTRUCTIONS TO RESPONDENTS

3.1. Proposal/Bid Interpretation

All questions about the meaning or intent of the Contract Documents, including specifications shall be submitted to the Purchasing Division in writing at sapurch@cosatx.us. Replies will be issued by Addenda uploaded to the City's website. Questions received less than seven (7) days prior to the date for opening of Proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

2.5. Addenda

Should specifications be revised prior to the deadline for submittals, the City's Purchasing Department will issue an addendum addressing the nature of the change. **Respondents must acknowledge the review of the addendums as provided in the Proposal Submission Forms.** Addenda will be posted on the City's website as they are issued. **Respondents are** responsible for contacting the City or checking the City's website to determine if any addendums have been issued prior to submitting a proposal. Failure to do so will be at the Risk of the respondent and no accommodations will be made for failing to consider all addendums

3.2. Specifications

The specifications herein shall be the basis of comparison and where a definite item is specified it is not the intention to discriminate against any product made by another manufacturer, but rather, the intention is to set a definite standard, style, and function. Respondents are required to quote equipment that will meet or exceed the minimum or maximum specifications herein.

3.3. Substitutions

It is the intention of the City of San Angelo to purchase equipment/services similar or equal to that specified. **Variation from the specification must be noted in proposal by respondent. Absence of noted variations will be interpreted to mean that the item quoted is in exact accordance with the specification.** Each respondent, if not bidding on specified equipment, is required to furnish with his proposal, a complete detailed description, and specifications of each item upon which he is bidding, supported by the manufacturer's catalog, photographs, guarantee, complete name, and any other pertinent information. An "or equal" item must reflect the general appearance, design, dimensions, or color of the item specified. Samples, if required, shall be furnished free of expense to the City. Samples not used or destroyed in examination and testing will be returned to the respondent, if requested, at the respondent's expense. Each sample must be marked with Respondent's name, address, and Proposal Number reference. Approval of substitute "or equal" items remains with the City and in all cases is final. In the event an item is not accepted as an "or equal", the City may allow the vendor to supply the remaining items meeting specifications at the proposal price.

3.4. Proposal Items

Respondents are expected to examine all specifications, drawings, standard provisions, and instructions. FAILURE to do so will be at the respondent's risk. Proposed pricing is to be submitted on each item and total extended.

3.5. Taxes

All prices are to be submitted less Federal Excise and State of Texas Sales Taxes. Tax exemption certificates will be provided upon request.

3.6. Authorized Signature

Submissions must show vendor name, address, and be manually signed. The person signing the proposal must have authority to bind his firm in a contract. Any erasures or other changes must be initialed by the person signing the offer.

3.7. Modification Or Withdrawal Of Proposals

Proposal pricing **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. A proposal may also be withdrawn in person by a respondent or his authorized agent, provided his identity is made known and he signs a receipt for the proposal. All proposals must be firm for 90 days from the proposal submission deadline. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Department.

3.8. Prices

Respondent is to quote their lowest and best price on each item, including shipping if applicable, unless otherwise specified. Pricing shall include packaging, transportation, unloading, and any trade and cash discounts will be taken, if earned. Offers must be firm, however if a respondent believes it necessary to base its price on price adjustment, such a proposal may be considered, but only as provided in the Terms and Conditions section. Pricing is to be submitted on units of quantity specified with extended totals, however in the event of a discrepancy in extension, the unit prices shall govern. Pricing shall be entered on the Price Proposal Sheet in ink or typewritten.

3.9. Delivery Date

Proposal must show the number of calendar days required to place the materials at the place of destination under normal conditions. Failure to specify delivery date or state unrealistically short or long delivery dates may cause the proposal to be disregarded.

3.10. Default In Delivery

The vendor must keep the City advised at all times as to the status of the order. When delivery delay can be foreseen, the vendor shall give prior notice to the Owner who shall have the right to extend the delivery date if reasons for delay are reasonable and acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications without remedy shall cause the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. This does not limit any other remedies to the City for damage entitled under the Uniform Commercial Code.

3.11. Evaluation Factors

The City of San Angelo reserves the right and shall be free to exercise the right to evaluate proposal in relation to performance record of Company with the City and other municipal entities of like size or private corporations during the past two (2) years. Such precautions are deemed to be in the public interest inasmuch as Company failure or inability to furnish tow truck service within the prescribed time and manner can create emergency situations and impose unnecessary hardship on both the City as a municipal entity and public at large. A full evaluation of all valid proposals will be made following opening of proposals on as timely a basis as possible. Said evaluation will be based upon the ability of the respondent to meet or exceed the requirements set forth in the specifications during the life of the contract. The decision of the respondent's ability to meet contract requirements shall solely belong to the City of San Angelo. The evaluation shall include, but is not limited to the following:

It is not the policy of the City to purchase based on price alone. In evaluating Proposals, the following considerations shall be taken into account to determine the "best value" for the City.

- a. The ability and capacity of the respondent to perform as specified. (30%)
 - a. Proposed equipment and personnel available
 - b. Proposed response and service times
 - c. Availability of heavy class "A" and class "B" towing equipment
 - d. Availability to respond to multiple calls for service simultaneously
- b. The character, reputation, and experience of respondent. (25%)
 - a. Performance in similar contracts with the City and other municipalities.
 - b. General reputation and past experience with SAPD officers and COSA staff
 - c. Experience in operation of vehicle storage facility
 - d. Size and location of vehicle storage facility, if applicable.
- c. Basic charges for towing and other services. (25%)
 - a. Light-duty wrecker
 - b. Medium-duty wrecker
 - c. Heavy-duty wrecker
 - d. Impound and storage fees
- d. The impact on the City (20%)
 - a. Compliance with laws, rules and regulations of Federal and State government

- b. Compliance and conformity with City charter and ordinances
- c. Compliance with laws and rules relating to historically underutilized businesses
- d. Compliance with bonds, insurance and all other requirements.

The contract award, subsequent to evaluation of this proposal, will be made to the Company(s) who, in the opinion of the City, offers the best pricing along with service and quality of equipment. The City will also consider any innovative features contained in proposal that would be beneficial to maintaining a vehicle storage facility and tow truck service.

The contract award, subsequent to evaluation of this proposal, will be made to the Company(s) who, in the opinion of the City, offers the best pricing along with service and quality of equipment. The City will also consider any innovative features contained in proposal that would be beneficial to maintaining a vehicle storage facility and tow truck service.

3.12. Reservations

The City expressly reserves the right to accept, reject, or cancel all Proposals AND:

- Waive any defect, irregularity, or informality in any proposal or bidding procedure.
- Extend the proposal closing time and date.
- Reissue a proposal invitation or proposal.
- Procure any item by other means.
- Increase or decrease the quantity specified, unless the respondent specifies otherwise.
- Waive as an informality, minor deviations from specifications at a lower price than the low proposal meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and overall function is improved or not impaired.
- Consider and accept an alternate proposal (if requested in proposal document) as provided herein when most advantageous to the City.
- Extend any contract when most advantageous to the City.
- The City reserves the right to award multiple contracts based on low Proposals for individual items or groups of similar items.

3.13. Submission Of Proposals

Sealed proposals are to be returned by the closing time and date stated in the Deadlines and Delivery Options Section. Faxed or electronic submitted Proposals will not be accepted.

3.14. Closing Time & Date

All Proposals must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing date and time

3.15. Late Proposals

Proposals received after the advertised closing time and date regardless of the mode of delivery, will not be considered.

3.16. Acceptance

Acceptance of respondent's offer will be in the form of a purchase order and contract. Notice for annual contract agreements will be a notice of award, purchase order, or contract.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

4. TERMS AND CONDITIONS

NOTE: No order shall be accepted by the vendor without a Purchase Order and all invoices must reflect the Purchase Order number. City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Respondent by City. Accepting orders without a Purchase Order number shall be at the risk of the vendor.

4.1. Invoices & Payments

Contractor shall submit separate invoices for each facility on each purchase order or at the time of each delivery. Invoices shall indicate the Facility name and/or address, **purchase order number** and the supply agreement number, if applicable. Invoices shall be itemized and they shall list transportation charges, if any, separately. A copy of the bill of lading, and the freight waybill, when applicable, should be attached to the invoice. Payment shall not be due until the above instruments are submitted on or after delivery. If invoices are not included in the delivery package then they should be mailed to the ordering department. Invoices may be e-mailed to each facility manager to expedite payment for services.

All hard copy invoices should be mailed to:

**Police Department
City Of San Angelo
72 West College Avenue
San Angelo, Texas 76903**

Payment may be withheld, without penalty, by City, at the discretion of the City, until all required documents pertaining to the sale are received by the City. The invoice will not be considered valid until all documentation is received.

City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the contractor by City.

Do not include Federal Excise, State, or City Sales Tax.

4.2. Gratuities

The City may, by written notice to the Respondent, cancel this contract without liability to the contractor if it is determined by City that gratuities were offered from an agent or representative of the Respondent to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by Respondent in providing such gratuities.

4.3. Special Tools & Test Equipment

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by respondent for the purpose of filling this Request, such special tooling equipment and any drawings or related documents thereto shall become the property of the City and to the extent feasible shall be identified by the Respondent as such.

4.4. Warranty-Price

The price to be paid by the City shall be that contained in contractors' proposal which the contractor warrants to be no higher than their current prices on orders by others for products of the kind and specifications covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event contractor breaches this warranty, the prices of the items shall be reduced to the current prices on orders by others, or in the alternative, reduced to the current prices on orders by others, or in the alternative, City may cancel this contract without liability to respondent for breach or Contractor's actual expense.

The Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of the warranty, the City shall have the

right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4.5. Warranty-Product

Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. Respondent warrants that the goods furnished will conform to the specifications, drawings, and descriptions.

4.6. Safety Warranty

Respondent warrants that the product sold/utilized to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at the Contractor's expense. In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

4.7. No Warranty By City Against Infringements

As part of this contract for sale, Respondent agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall City be liable to Contractor for indemnification in the event that respondent issued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify City to this effect in writing within two weeks after the signing of the agreement. If City does not receive notice and a claim of infringement is made, Contractor will indemnify, defend, and hold harmless City, its Council members, officials, agents, consultants, and employees free and harmless from and against any and all claims, suits, judgments, costs, penalties, fines, damages, and attorneys' fees and expenses asserted by any person or persons. If Contractor, in good faith, ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be void.

4.8. Right Of Inspection

City shall have the right to inspect the goods at delivery before accepting them. Acceptance of the goods upon delivery should in no way constitute a waiver of any right or privilege contained with this contract or under law.

4.9. Cancellation

City shall have the right to cancel for default all or any part of the undelivered portion of the order if Contractor breaches any of the terms hereof including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which City may have in law or equity.

4.10. Termination

Performance under this contract may be terminated in whole, or in part by the City in accordance with this provision. Termination performance hereunder shall be effected by the delivery to contractor of a "Notice of Termination" specifying the extent to which performance under this contract is terminated and the date upon which such termination becomes effective. The City's also reserves the right to terminate the contract without cause.

4.11. Force Majeure

Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, which by the exercise of reasonable diligence said party is unable to prevent.

4.12. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Contractor be valid without the written permission of the City. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

4.13. Waiver

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

4.14. Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

4.15. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is intended as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the agreement, the definition contained in the Code is to control.

4.16. Applicable Law

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

4.17. Advertising

Respondent shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

4.18. Right To Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

4.19. Equal Employment Opportunity

Contractor agrees that during the performance of its contract it will:

Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.

Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Contractor shall be advised of any complaints filed with the City alleging that Contractor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included; however, the Contractor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

4.20. Conflict Of Interest

Respondent agrees to comply with the conflict of interest provisions of the City Of San Angelo Charter and Code of Ordinances. Respondent agrees to maintain current, updated disclosure of information on file with the City Clerk throughout the term of the contract.

4.21. Funds – Price

The item(s)/service ordered will be selected based on the availability of funds, needs of each user, price, delivery, and value to the City.

4.22. Legal Venue

San Angelo, Tom Green County, Texas

4.23. Claims For Overcharges

Contractor hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4.24. Piggy-Back Procurements

Other municipalities or public agencies in the State of Texas may be interested in purchasing products as procured through this solicitation.

Governmental Entities utilizing Inter-Governmental Contracts with the City will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded because of this solicitation. All purchases by Governmental Entities other than the City will be billed directly to that Governmental Entity and paid by that

Governmental Entity. The City will not be responsible for another Governmental Entity's debts. Each Governmental Entity will order their material/services as needed, e.g., Tom Green County, etc.

4.25. Escalation

Price must be firm for each contract term. A price increase shall at no time be more than what similar customers would pay (see **Warranty-Price**). The City must be notified by the vendor ninety (90) days prior to the end of the first term to request a price escalation and must provide cost analysis and/or other documentation to justify any increase.

The City Manager or his designee may approve a contract term extension without a price increase at his or her full discretion. The City Manager or his designee may approve a contract extension with an increase in price if the increase can be justified in writing or by documentation from the vendor/supplier to the satisfaction and discretion of the City Manager or his designee. If no agreement is reached, the City may re-bid the contract.

4.26. Term

The initial term of this contract will be three (3) years from date of award. This agreement may be renewed for up to one additional three-year period if agreed to by both parties.



5. DRAFT SERVICE AGREEMENT

NOTICE

This is the City's standard form of agreement for projects of this type. The specified insurance requirements in Section 15 of this agreement are applicable to this project. After proposals are opened and the City has determined its recommendation, a final agreement for the Providers signature will be prepared. The appropriate sections will be completed with an accurate summary of the description of work to be awarded and the bid price recommended to Council, including all alternates, options and addenda to be awarded. This agreement must be finalized by the CITY, and signed by the Provider, prior to the award of the proposal by the City Council.

SERVICES AGREEMENT

This Agreement is entered into this ____ day of _____, 2015 (but effective as of _____) by and between the City of San Angelo, a municipal corporation of the State of Texas ("City") and _____, a _____ ("Provider").

RECITALS:

A. City has issued a Request for Proposal No. PD-01-15 ("RFP PD-01-15") for towing and impoundment services to provide for the towing of private and City owned vehicles from place to place within the City and impoundment of private owned vehicles ("Services").

B. Provider's proposal, in response thereto, has been selected as the most qualified proposal for the provision of Services ("Proposal").

C. Provider possesses all necessary qualifications and expertise to perform Services.

D. City wishes to engage the services of Provider, and Provider wishes to perform Services for City, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Provider and City agree as follows:

TERMS

1. **RECITALS:** The recitals are true and correct and are hereby incorporated into and made a part of this Agreement. City's RFP PD-01-15 and Provider's proposal are hereby incorporated into and made a part of this Agreement and attached hereto as Exhibit "A."

2. **TERM:** The term of this Agreement shall be three (3) years commencing on the effective date hereof.

3. **OPTION TO EXTEND:** City shall have one (1) option to extend the term hereof for a time period of three (3) years, subject to availability and appropriation of funds. Agreement shall not be amended, changed or extended except by written instrument signed by both parties hereto.

4. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms and conditions set forth herein and Exhibit "B" attached hereto, which by this reference is incorporated into and made a part of this Agreement.

B. Provider represents and warrants to City that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due City, including payment of permit fees, occupational licenses, etc., nor in the performance of any obligations to City; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) Services will be performed in the manner described in Exhibit "B".

5. **FEES:**

A. Provider shall charge the rates for services based on the rates and schedules described in Exhibit "C" hereto, which by this reference is incorporated into this Agreement. Provider agrees and warrants that Provider shall not charge any other rates except as specifically approved, authorized and adopted by City Council.

B. Unless otherwise specifically provided in Exhibit “C”, payment shall be made within thirty (30) days after receipt of Provider’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

6. OWNERSHIP OF DOCUMENTS: Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is and shall at all times remain the property of City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

7. AUDIT AND INSPECTION RIGHTS:

A. City may, at reasonable times, and for a period of up to three (3) years following the date of final payment by City to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Provider’s performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider’s work and perform such tests, as City deems reasonably necessary, to determine whether the goods or services required to be provided by Provider under this Agreement conform to the terms hereof, the terms of RFP No. PD-01-15 and the terms found in Exhibit “B”, if applicable. Provider shall make available to City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. AWARD OF AGREEMENT: Provider represents and warrants to City that it has not employed or retained any person or company employed by City to solicit or secure this Agreement

and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9. PUBLIC RECORDS: Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by City and the public to all documents subject to disclosure under applicable law. Provider's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by City.

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: Provider understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. City and Provider agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

11. INDEMNIFICATION AND INSURANCE:

A. INDEMNIFICATION. Provider shall indemnify, defend and hold harmless City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is or is alleged to be directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of Provider or its employees, agents or sub-providers (collectively referred to as "Provider"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default or negligence (whether active or passive) or strict liability of the Indemnities, or any of them or (ii) the

failure of provider to comply with any of the paragraphs herein or the failure of provider to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which provider's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own gross negligence or willful misconduct.

B. ENVIRONMENTAL INDEMNIFICATION. Provider agrees to indemnify, defend and hold city and its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by local, state, or federal environmental agencies or private individuals or entities in connection with or resulting from or arising out of Provider's handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse by any person under Provider's direction or control of waste collected, transported or landfilled or any cleanup associated with environmental contamination, whether such cleanup is of air, soil, structure, ground water or surface water contamination. Provider specifically agrees to indemnify, defend and hold harmless city against all claims damages and liabilities of whatever nature asserted under CERCLA caused by acts or omissions of Provider regardless of when such incident is discovered. Provider shall be responsible and liable for any spill, underground pollution or any other environmental impairment incident caused by acts or omissions of Provider regardless of when such incident is discovered. It is the intent of the parties that this section shall in no way limit other coverage herein as it may relate to any environmental claim, damage, loss or liability of any kind.

C. INSURANCE. Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City of the types and in the amounts specified in Exhibit “D” attached hereto, which by this reference is incorporated into this Agreement, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insured, except on coverage for Workers’ Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of the services under this Agreement without thirty (30) calendar days prior written notice to City. Completed Certificates of Insurance shall be filed with City’s Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with City.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider’s liability or as a full performance on its part of Provider’s indemnification requirements under this Agreement. Provider’s obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in Exhibit “D” hereto. Provider shall

require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following City's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

12. DEFAULT: If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder City, in addition to all remedies available to it by law, may immediately, upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by City to Provider while Provider was in default shall be immediately returned to City. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform the Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to City for all expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by City in the re-procurement of the Services, including consequential and incidental damages.

13. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by City shall be submitted to the City Manager for his/her resolution, prior to Provider being

entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000.00, the City Manager's decision shall be approved or disapproved by City Council. Provider shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by City Council if the amount of compensation hereunder exceeds \$25,000.00, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation (ninety (90) days if the City Manager's decision is subject to City Council approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager.

14. TERMINATION RIGHTS OF CITY:

A. City shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any amounts to Provider and Provider shall reimburse to City all amounts received while Provider was in default under this Agreement.

15. NONDISCRIMINATION: Provider represents and warrants to City that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age,

handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

16. ASSIGNMENT: This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of City, which may be withheld or conditioned, in City's sole discretion.

17. NOTICES: All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CITY:

City of San Angelo
Attn: Jeff Fant
401 E Beauregard Ave
San Angelo, Texas 76903
Phone: (325) 657-8011

TO PROVIDER:

Attn: _____

Phone: _____

18. MISCELLANEOUS PROVISIONS:

A. This Agreement shall be construed and enforced according to the laws of the State of Texas.

B. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

E. This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

19. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

20. INDEPENDENT CONTRACTOR: Provider has been procured and is being engaged to provide services to City as an independent contractor, and not as an agent or employee of City. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of City, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of City are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering services to City under this Agreement.

21. CONTINGENCY CLAUSE: Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and this Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

22. REAFFIRMATION OF REPRESENTATIONS: Provider hereby reaffirms all of the representations contained in this Agreement, RFP PD-01-15 and included in Exhibit "B."

23. DOCUMENTS OF INCORPORATION: This Agreement is expressly made subject to all exhibits hereto, to all of the exhibits, provisions, requirements, federal, state and local laws, rules and regulations as of the effective date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon City. All of the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

24. ENTIRE AGREEMENT: This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

25. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

“City”

CITY OF SAN ANGELO, a municipal corporation

ATTEST:

Brian Kendrick, City Clerk

By: _____
Daniel Valenzuela, City Manager

“Provider”

_____, a _____ corporation

By: _____
_____, _____

ATTEST:

_____, Secretary

EXHIBIT “A”
RFP PD-01-15

EXHIBIT "B"

SCOPE OF SERVICES

1.0 SCOPE OF SERVICES

Provider shall perform all necessary work and administration for the removal from the public streets, ways or other public property in the City of San Angelo and from private property when directed by the Police Department or duly authorized representative; vehicles which have been abandoned, involved in collisions, cleaning up accident scene, parking violations, vehicles to be checked for evidence, arrestee's vehicles and disabled city vehicles. In the event of consent tows, the owner of the vehicle will make the decision of the destination where the vehicle will be towed and such destination will be written on all required forms at the scene. Provider will tow all non-consent vehicles to the Provider's storage lot, unless otherwise directed by the Police Department. Provider is prohibited from towing any vehicle to any repair shop in which it or its subcontractors own a monetary interest, operate from or is collocated with.

2.0 VEHICLE AND EQUIPMENT REQUIREMENTS

Provider shall maintain at all times the following vehicles and equipment in working condition:

2.1 Wreckers:

- 2.1.1 Light Duty: Minimum of five (5) wreckers which are at least 14,500 pounds gross vehicle weight (GVW). If one has a boom, it shall be rated at not less than 8,000 pound lift capacity and a wheel lift device rated at not less than 2,500 pounds.
- 2.1.2 Medium Duty: Minimum of one (1) wrecker which is at least 26,000 pounds GVW. Any wheel lift device shall be rated at no less than 12,000 pounds, winch device at 15,000 pounds and boom at no less than 15 ton lift capacity.
- 2.1.3 Heavy Duty: Minimum of one (1) tandem axle wrecker rated at not less than 50,000 pounds GVW, equipped with the minimum of a 35,000 pound wheel lift under reach; a 35,000 pound winch, whether the combined total lift or single rated winch; and a boom rated at not less than 30 ton lift capacity.
- 2.1.4 Non-Standard Equipment: Minimum of one (1) low boy trailer or other similar device or equipment rated at 50,000 pounds capable of carrying large non-standard heavy equipment or vehicles generally used in street maintenance or construction.

2.2 Equipment:

At a minimum, all wreckers shall be equipped with the following equipment, which at all times shall be maintained in working order:

- 2.2.1 Wrecking bar
- 2.2.2 Towing lights
- 2.2.3 Emergency overhead warning lights
- 2.2.4 Safety chain
- 2.2.5 Fire extinguisher (A. B. C. Type)
- 2.2.6 Broom
- 2.2.7 Shovel
- 2.2.8 Reflectors or traffic cones

- 2.2.9 Trash container
- 2.2.10 Two-way voice or computer communication between tow truck and company dispatcher
- 2.2.11 Backing warning signal
- 2.2.12 Wheel checks (tilt bed-roll back wreckers excluded)
- 2.3 Markings:

Each tow truck shall have permanently inscribed and legible on each side of the vehicle, in letters of not less than two (2) inches in height, the name, address and telephone number of the company and on a contrasting background. Magnetic or other forms of removable signs are prohibited. EXCEPTION: if Provider is temporarily leasing a wrecker due to repairs of another wrecker, or circumstances making the lease necessary, magnetic signs are authorized, as long as the aforementioned requirements are met. The temporary leased wrecker shall be registered with the city.
- 2.4 Inspections

Each tow truck and the required equipment shall be inspected by the Chief of Police or his authorized designee prior to being used for services contemplated by this Agreement. In addition, each tow truck and the required equipment shall be subject to intermittent inspection to assure compliance with this contract.

3.0 DUTIES AND RESPONSIBILITIES OF PROVIDER

Provider, during the term of this Agreement, shall perform the following duties and have the following responsibilities:

- 3.1 Provider shall maintain a currently licensed vehicle storage facility within the corporate limits of City. "Vehicle Storage Facility" shall mean a facility operate by a person licensed under Texas Occupations Code Section 2303, any rules or regulations with regard to the same adopted by the Texas Commission of Licensing or Regulation and City ordinances. Further, the facility must be secure, completely enclosed by at least a 6 foot high fence, well lit, have an all weather surface parking lot and adequate inside storage for vehicles that require special protection. The storage site must be of sufficient capacity to handle at least 100 vehicles stored pursuant to this contract and exclusive of other vehicles stored not pursuant to this contract at any given time. Additionally, the storage facility must have a clearly visible sign outside the facility that indicates a phone number at which a person may call in order to redeem a vehicle after normal business hours. At no time may contractor store cars on a road or thoroughfare.
- 3.2 Provider shall maintain business operation twenty-four (24) hours a day, seven (7) days per week.
- 3.3 Provider shall have direct communications with the responding wrecker. The use of two-way radio communications with the Police Communications Center is authorized; however, the primary means of communication shall be by telephone, mobile or landline.
- 3.4 Provider shall respond to all calls contemplated by this Agreement within thirty (30) minutes of notification, except in extraordinary circumstances where delay is caused by ice, snow or other weather related conditions. In the event Provider fails to respond as required, City may notify another wrecker company and Provider shall not be entitled to the compensation to which it would have been entitled had it arrived timely.
- 3.5 Provider shall notify City of any change of ownership, president or chief executive officer, or change of address within five (5) business days of any such change.

- 3.6 Provider shall deliver the motor vehicle being towed to a location within the corporate limits of City designated by the police officer at the scene of the pull. Delivery shall be made without delay or detour, unless authorized by the police officer arranging for the tow.
- 3.7 Provider shall fully cooperate with any investigation conducted by City regarding complaints against Provider, whether or not such complaints arise out of services contemplated by this Agreement.
- 3.8 Provider shall not become delinquent in the payment of any taxes.
- 3.9 Provider shall not go to any accident scene unless Provider has been called to the scene by the owner or operator of a vehicle or an authorized representative of the same, or by City.
- 3.10 Provider shall not solicit any wrecker business within the corporate limits of City at the scene of a wrecked or disabled vehicle, regardless of whether the solicitation is for the purpose of soliciting the business of towing, repairing, wrecking, storing, trading, or purchasing the vehicle.
- 3.11 Provider shall only employ drivers of tow trucks authorized to operate same and properly licensed by the Texas Department of Licensing and Regulation.
- 3.12 Provider shall provide an invoice at the time the vehicle is picked up from a location to be countersigned by the police officer on the scene. A copy of the invoice shall accompany the vehicle to its destination. Additional charges shall be initialed by the police officer on the scene. Those charges not initialed by the police officer on the scene will not be authorized. Invoicing may be delayed under emergency circumstances with approval of the police officer on the scene, but in no event shall the delay be more than twenty-four (24) hours.
- 3.13 Provider shall not operate an impounded vehicle under any circumstances, unless otherwise instructed or after receiving approval of the Chief of Police. This prohibition also applies to the lot area of Provider's impound facility.
- 3.14 Provider shall not engage, directly or indirectly, in the business of operating a body shop, new or used car dealership, wrecking yard, or auto repair garage.
- 3.15 Provider shall require its tow truck operators to remove from the roadway all resulting wreckage or debris, including all broken glass, unless otherwise directed by a law enforcement officer or a representative of the Texas Department of Transportation or the Texas Commission on Environmental Quality.
- 3.16 Provider shall file a monthly report in a form to be approved by City documenting the status of all vehicles towed or disposed of pursuant to this Agreement.
- 3.17 Provider shall assume all responsibility and liability for damages to a vehicle or its contents which occur during a tow.
- 3.18 Provider shall collect all fees for towing under this Agreement shall be collected from the owner or person in charge of said vehicle upon completion of tow, not City. Provider agrees to submit to the City Police monthly a copy of all invoice for tows occurring under this Agreement to allow the Police Department to verify that Provider is charging applicable fees to the owner or the person in control of the vehicle.
- 3.19 Under no circumstances will Provider make recommendations concerning where a vehicle should be towed or repaired, except as expressly allowed herein.
- 3.20 Provider shall operate all tow trucks and wreckers within the applicable recommended towed vehicles manufacturer's safety police and procedures and state laws.

EXHIBIT "C"

FEES

Provider shall provide Services under this Agreement as specified in Exhibit "B" of this Agreement. Provider agrees to follow the below listed fees for services rendered under this agreement. The below listed fees are the only fees to be charged for this Agreement. No additional fees or surcharges can be added.

1. TOWING FEES:

1.1 Light-Duty Wreckers: A wrecker which is at least 14,500 pounds gross vehicle weight (GVW). If one has a boom, it shall be rated at not less than 8,000 pound lift capacity and a wheel lift device rated at not less than 2,500 pounds. Flatbed load-up wreckers are included in this wrecker category.

- A. Standard towing with conventional or rollback \$____.00 maximum.
- B. Standard towing for wrecked vehicle with conventional or rollback \$____.00 maximum.
- C. Use of dollies \$____.00 maximum.
- D. Waiting fee after first fifteen (15) minutes \$____.00 for each additional fifteen (15) minutes not to exceed \$____.00 per hour.
- E. Winch fee, rollover fee and other miscellaneous fees can be applied at a rate no greater than the waiting fee for time used.
- F. Drop Fee maximum \$____.00.
- G. Mileage over five (5) miles \$____.____ per mile one-way.

1.2. Medium-Duty Wreckers: A wrecker which is at least 26,000 pounds GVW. Any wheel lift device shall be rated at no less than 12,000 pounds, winch device at 15,000 pounds and boom at no less than 15 ton lift capacity.

- A. Standard towing \$____.00 maximum.
- B. Standard towing for wrecked vehicle \$____.00 maximum.
- C. Use of dollies \$____.00 maximum.
- D. Waiting fee after first fifteen (15) minutes \$____.00 for each additional fifteen (15) minutes not to exceed \$____.00 per hour.
- E. \$____.00 labor per hour. Additional recovery equipment and personnel labor left open as needed.
- F. Drop Fee maximum \$____.00

1.3. Heavy-Duty Wreckers: A wrecker which is rated at not less than 50,000 pounds GVW, equipped with the minimum of a 35,000 pound wheel lift under reach; a 35,000 pound winch, whether the combined total lift or single rated winch; and a boom rated at not less than 30 ton lift capacity.

- A. Standard towing fee \$____.00 maximum .
- B. Standard towing fee for wrecked vehicle \$____.00 maximum.
- C. Waiting fee after first fifteen (15) minutes \$____.00 for each additional fifteen (15) minutes not to exceed \$____.00 per hour.
- D. \$____.00 labor per hour. Additional recovery equipment and personnel labor left open as needed.
- E. Drop Fee maximum \$____.00

1.4. Storage fees:

- A. Daily storage fees may be compensated at a rate of \$____.00 for each twenty-four hour period or portion thereof as authorized within the Texas Towing Act, except that owners of vehicles of greater than twenty-five (25) feet in length may be charge \$____.00 per day.
- B. Provider shall charge City \$____.00 per day for the storage of vehicles which are being held for evidentiary, forfeiture or other purposes by City at the storage facility operated by Provider.
- C. Provider shall charge \$____.00 for owner and lien holder notification where authorized by statute. Provider shall charge the actual cost of notice by publication to owners and lien holders pursuant to the applicable statute. Where multiple vehicles are included in the same notice by publication, the cost for notice assigned to each vehicle shall be the total cost of notice by publication divided by the number of vehicles included in the notice.

2. TOWING AND STORAGE OF CITY OWNED VEHICLES:

Provider shall tow up to ten (10) City owned vehicles per month at no cost to the City. Free towed vehicles shall not exceed 1 ton hauling capacity. Vehicles will be towed to Provider's storage facility or as directed by the Police Department. Provider shall store City vehicles at no cost. However, City agrees that any of its vehicles stored at Provider's vehicle storage facility shall not remain stored in excess of fifteen (15) days without arrangement of fees to be charged to the City. City shall pay Provider the same rate as stated above for City vehicles towed in excess of ten (10) per month. City vehicles towed from outside of the City boundaries will be charged at no more than the public rates. If this tow is within the ten (10) free tows no charge will occur once inside the City limits. Provider shall provide to the Police Department and the Finance Department a monthly summary statement, along with the individual tow tickets for all City owned vehicles to include the ten (10) free tows.

**EXHIBIT “D”
SPECIAL INSURANCE RIDER**

1.0 TYPES AND AMOUNTS OF INSURANCE REQUIRED.

Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider’s sole expense, insurance coverage as follows with limits not less than those set forth below:

1.1 COMMERCIAL GENERAL LIABILITY.

This policy shall be an occurrence-type policy and shall protect provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than provider’s employees) and damage to property of the City or others arising out of the act or omission of provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent providers (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$ 1,000,000.00	General Aggregate
\$ 1,000,000.00	Aggregate or Garage Liability
\$ 1,000,000.00	Each Occurrence
\$ 1,000,000.00	Each accident, other than auto
\$ 500,000.00	Personal & Advertising Injury
\$ 500,000.00	Fire Damage (any one fire)

1.2 BUSINESS AUTOMOBILE LIABILITY.

This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall not be less than:

\$ 1,000,000.00

Each Accident Limit

1.3 CARGO/ON-HOOK

Coverage shall include both the unit being towed and its contents. Units covered shall include, but not be limited to, motor vehicles, trailers and boats. Coverage shall be written on a direct primary basis. Coverage shall not be less than:

\$ 50,000.00

Per unit

1.4 GARAGE KEEPER'S LIABILITY

Coverage shall be the same minimum as Cargo/On-hook coverage for vehicles in the care, custody and control of Provider in Provider's storage yard.

1.5 WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

If Provider hires any employees, Provider shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect provider against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount

Workers' Compensation

\$ 500,000.00

Employer's Liability, Each Accident

\$ 500,000.00

Employer's Liability, Disease - Each Employee

\$ 500,000.00

Employer's Liability, Disease – Policy Limit

The foregoing requirement will not be applicable if, and so long as, Provider qualifies as a self-insurer under the rules and regulations of the commission or agency administering the workers' compensation program in Texas and furnishes evidence of such qualification to City in accordance with the notice provisions of this Agreement.

If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

In the event a state or federal law, rule or regulation pertaining to towing service or vehicle storage companies operating within the State of Texas exceeds the insurance requirements specified herein, such state or federal law, rule or regulation shall prevail for the respective type of insurance coverage and/or limit thereof.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO, TEXAS
AND _____**

RFP PD-01-15

APPROVED AS TO FORM AND
CORRECTNESS:

Lysia H. Bowling, City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

John Seaton, Risk Manager

APPROVED AS TO CONTENT:

Jeff Fant, Assistant Police Chief

6. GENERAL SPECIFICATION

6.1. General

The following description is intended to clarify the minimum requirements acceptable for Tow Truck and Vehicle Impound Services - Contract. It is the intent of these specifications to describe the minimum requirements acceptable for the provision of tow truck services and a vehicle storage facility for the City of San Angelo. The service to be performed consists of furnishing equipment, materials, labor, and personnel for tow truck services.

6.1.1. Notification

The Company awarded the contract must be prepared to adhere to all conditions and requirements applicable to tow truck service as stated in this Ordinance, as well as all other applicable laws and regulations.

The successful respondent(s) shall respond by furnishing such equipment, materials, labor and personnel to job sites as requested by authorized City of San Angelo' employees.

6.1.2. Warranties/Guarantees

The Company warrants and guarantees all equipment and services required under this agreement to be satisfactory throughout the life of the agreement.

6.1.3. Agreement

The City of San Angelo and the successful respondent will agree to these general terms along with all other more specific requirements as set forth in this contract:

- A. The successful Company shall serve under a contract that is awarded by the City Council.
- B. The Company shall be used for all vehicle tows required by the Police Department and other City Departments. Vehicles shall be towed to the designated vehicle impoundment area. If the Company is unable to perform in a timely manner, the City may utilize other operators. Circumstances may include illegally parked, inoperable, abandoned vehicles, or vehicles involved in situations where the driver is hospitalized or incarcerated. Other situations may include vehicles seized or held as evidence in a criminal case or situations involving City Code violations.
- C. The Company shall be used for all City owned vehicles and equipment as required by the Vehicle Services Department. Towing could be within the City limits or outside the City limits.
- D. Each vehicle or equipment towed is to be considered a separate tow. Example: If Company is requested to deliver a vehicle (or equipment) to replace a vehicle (or equipment); it will be considered two tows.
- E. The Company agrees to permit the Finance Department, Police Department and/or City designated representative(s) to audit and inspect all records and vehicles relative to the impoundment, towing of vehicles, sale of said vehicles and status of other contract requirements and Impound conditions as often as the City deems necessary.

6.2. General Requirements

If a tow truck service desires to provide a submission on the City tow truck service contract, the following requirements must be met:

- A. Company shall comply with all local City, County, State and Federal rules, ordinances, laws and regulations as set fourth now and any enacted in the future.
- B. All Companies bidding, including any approved sub-Companies, must furnish copies of any certificates and/or licenses required by local City, State and Federal rules, ordinances, laws and regulations as set fourth now and enacted in the future evidencing the extent of their authority. The successful Company awarded the agreement shall keep their certificates and/or licenses up to date throughout the life of this agreement.
- C. The Company must agree to comply with directives given by Police Department personnel during police department pulls, towing vehicles to the police impoundment area or towing vehicles to the tow truck service facility or any other location specified by the police department for investigative purposes.
- D. Company must agree to indemnify, defend, and hold City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and

harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Company or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Company, its agents or employees, or the joint negligence of Company and any other entity, as a consequence of its execution or performance of this Agreement or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Company hereunder. Nothing herein shall require City to indemnify, defend or hold harmless any indemnified party for the indemnified party's own gross negligence or willful misconduct.

6.3. Restrictions

The Company will adhere to the following restrictions during the entire service period of this contract. Additional restrictions may be imposed or amended as the need arises at the discretion of the City.

- A. Agents, owners, and employees of the Company shall not remove or dismantle vehicles or parts of vehicles, nor remove or authorize removal of property from any vehicle or parts of vehicles impounded in the vehicle storage facility.
- B. Company shall not assign, transfer, or sublet this contract or any portion thereof to any party without the prior written consent of the City which shall not be unreasonably withheld. Any such assignment, transfer or subletting of this contract without the consent of the City shall be void and shall operate as a termination hereof.
- C. The Company shall not employ emergency tow truck drivers who are habitual violators of traffic laws.

6.4. Handling Hazardous Materials

When the cargo of any motor vehicle or trailer includes explosive, nuclear, radioactive, hazardous or corrosive materials, as defined by the Environmental Protection Agency, Texas Department of Transportation, or the Texas Commission on Environmental Quality, a fee equal to one hundred-fifty (150) percent of the charges which may be assessed pursuant to subparagraphs 1 a) and 2 a) above. In addition, a charge may be made for expenses incurred related to protective clothing and any other supplies or equipment used in handling such materials, such charge being equal to the actual amounts incurred plus fifteen (15%) percent.

6.5. Junk Vehicles

No additional charges will be made for vehicles removed pursuant to enforcement of Chapter 683 of the Texas Transportation Code and the junk vehicle provisions of the Official Code of the City of San Angelo by the code enforcement officers of CITY. It is expressly understood and agreed that vehicles removed pursuant to said Statute shall be handled in accordance with said statute's provisions and any applicable regulations.

6.6. Towing Fee Study Request

After the first year and then once annually, Company may request a towing fee study be performed to evaluate the propriety of a rate increase for labor and base towing rates to offset increased operation costs. A request pursuant to this section shall be in writing. City shall place the request and supporting documentation from Company on the next available city council agenda. The city council of City may agree to the increase requested by Company or may approve the request and order a study be performed. If ordered, Company shall pay the cost of the study should the study find that no increase in towing fees is justified based upon an evaluation of the fair market value of the services provided by the Company. City shall retain the services of an appropriate professional to perform the study, at a reasonable rate, to be agreed upon by the parties prior to submission of the request to the city council of City.

6.7. Invoicing, Documentation And Payment

Company shall invoice City once per month for any charges accrued by the City. Company shall include with the invoice a report sufficient to meet the requirements of the City documenting each of the services provided pursuant to this agreement. The police department must approve the forms used by the wrecker company. City shall remit payment to Company not more than thirty (30) days following approval of invoice.

6.8. Required Vehicles and Equipment

The following vehicles and equipment quantities and specifications are required minimums:

6.8.1. Vehicles

A. Light Duty

Minimum of five (5) wreckers, which are at least 14,500 pounds gross vehicle weight (GVW). If one has a boom, it shall be rated at not less than 8,000 pound lift capacity and a wheel lift device rated at not less than 2,500 pounds.

B. Medium Duty

Minimum of one (1) wrecker, which is at least 26,000, pounds GVW. Any wheel lift device shall be rated at no less than 12,000 pounds, winch device at 15,000 pounds and boom at no less than 15 ton lift capacity.

C. Heavy Duty

Minimum of one (1) tandem axle wrecker rated at not less than 50,000 GVW, equipped with the minimum of a 35,000 pound wheel lift under reach; a 35,000 pound winch, whether combined total lift or single rated winch; and a boom rated at not less than 30 ton lift capacity.

D. Non-Standard Equipment

Minimum of one (1) lowboy trailer or other similar device or equipment rated at 50,000 pounds capable of carrying large non-standard heavy equipment or vehicles generally used in street maintenance or construction.

6.8.2. Equipment:

At a minimum, all wreckers shall be equipped with the following equipment, which at all times shall be maintained in working order:

- A. Wrecking Bar
- B. Towing lights
- C. Emergency overhead warning lights
- D. Safety chains
- E. Fire Extinguisher (A.B.C. Type)
- F. Broom
- G. Shovel
- H. Reflectors or traffic cones
- I. Trash container
- J. Two-way communications between tow truck and company dispatcher
- K. Backing warning signal
- L. Wheel chocks (tilt bed-roll back wreckers excluded)

6.8.3. Markings

Each tow truck shall have permanently inscribed and legible on each side of the vehicle, in letters of not less than two (2) inches in height, the name, address and telephone number of the company and on a contrasting background. Magnetic or other forms of removable signs are prohibited. EXCEPTION: If a wrecker company is temporarily leasing a wrecker due to repairs of another wrecker, or circumstances making the lease necessary, magnetic signs are authorized, as long as the aforementioned requirements are met. The temporary leased wrecker shall be registered with the city.

6.8.4. Inspections

Each tow truck and the required equipment shall be inspected by the Chief of Police or his authorized designee prior to being used for services contemplated by this contract. In addition, each tow truck and the required equipment shall be subject to intermittent inspection to assure compliance with this contract.

6.9. Duties and Responsibilities of Company

Company, during the term of this contract, shall perform the following duties and have the following responsibilities:

6.9.1. Storage Facility

Maintain a currently licensed vehicle storage facility located within the corporate limits of the city. "Vehicle storage facility" shall mean a facility operated by a person licensed under Occupations Code, Section 2303.

6.9.2. Hours of Operation

Maintain business operation twenty-four (24) hours a day, seven days per week.

6.9.3. Communications

The Company shall have direct communications with responding wrecker. The use of two-way radio communications with the Police Communications Center is authorized; however, the primary means of communication is the telephone, mobile, and/or landline.

6.9.4. Response Times

The Company must respond to all calls contemplated by this contract within thirty (30) minutes of notification, except in extraordinary situations where delay is caused by ice, snow or other weather related conditions. In the event Company fails to respond as required, City may notify another wrecker company and Company shall not be entitled to the compensation to which it would have been entitled had it arrived timely.

6.9.5. Change of Ownership

The Company must notify the City of any change of ownership, president, or chief executive officer, or change of address within five (5) business days of any such change.

6.9.6. Deliveries

All motor vehicle being towed must be delivered to a location within the corporate limits of City designated by the police officer at the scene of the pull. Delivery shall be made without delay or detour, unless authorized by the police officer arranging for the tow.

6.9.7. Cooperation

The Company must fully cooperate with any investigation conducted by the City regarding complaints against Company, whether or not such complaints arise out of services contemplated by this contract.

6.9.8. Payment of Taxes

The Company shall not become delinquent in the payment of any taxes.

6.9.9. Solicitation

The Company shall not go to any accident scene unless the Company has been called to the scene by the owner or operator of a vehicle or an authorized representative of same, or by the City.

Shall not solicit any wrecker business within the corporate limits of the city at the scene of a wrecked or disabled vehicle, regardless of whether the solicitation is for the purpose of soliciting the business of towing, repairing, wrecking, storing, trading, or purchasing the vehicle.

6.9.10. Employee Licensing

The Company shall only employ drivers of tow trucks authorized to operate same and beginning September 1, 2008 properly licensed by the Texas Department of Licensing and Regulation.

6.9.11. Invoicing

The Company shall provide an invoice at the time the vehicle is picked up from a location to be countersigned by the police officer on the scene. A copy of the invoice shall accompany the vehicle to its destination. Additional charges shall be initialed by the police officer on the scene. Those charges not initialed by the police officer on scene will not be authorized. Invoicing may be delayed under emergency circumstances with approval of the police officer at the scene, but in no event shall the delay be more than twenty-four hours.

6.9.12. Impounded Vehicles

The Company shall not operate an impounded vehicle under any circumstances, unless otherwise instructed or after receiving approval of the Chief of Police. This prohibition also applies to the lot area of the Impound Facility.

6.9.13. Direct or Indirect Businesses

The Company shall not engage, directly or indirectly, in the business of operating a body shop, new or used car dealership, wrecking yard, auto repair garage.

6.9.14. Wreckage and Debris

The Company shall require its tow truck operators to remove from the roadway all resulting wreckage or debris, including all broken glass, unless otherwise directed by a law enforcement officer or a representative of the Texas Department of Highways or the Texas Commission on Environmental Quality.

6.9.15. Monthly Reporting

The Company shall file a monthly report in a form to be approved by the City documenting the status of all vehicles towed or disposed of pursuant to this agreement.

6.9.16. Safety

The Company must be thoroughly familiar with all safety measures pertinent to its operations. This shall include, but not be limited to any local, City, County, State and Federal rules, ordinances, laws and regulations as set forth now and enacted in the future and shall continue throughout the life of this agreement. Company shall comply with all changes in City ordinances, State, or Federal laws within thirty (30) days after change is made or sooner if required. Company shall be responsible for instructing his employees in all safety measures and compliance. The Company shall at no time permit use of equipment in a manner as to create a safety hazard.

6.10. Operations

- A.** A police officer investigating or present at the scene of any wreck or collision shall not directly or indirectly recommend to any person the name of a wrecker company engaged in the wrecker business, nor shall any such police officer influence or attempt to influence in any manner the decision of any person on choosing or selecting a wrecker company.
- B.** Company shall not drive or cause to be driven a tow truck to or near the scene of a collision on a street in this city unless such person has been called to the scene by the police communications center or its authorized agent or by a party involved in the collision. However, in an emergency when it appears necessary to prevent death or bodily injury to any person involved in a collision, the prohibition of this section shall be inapplicable.
- C.** When the police officer investigating a collision determines that any vehicle involved in a collision is unable to safely proceed under its own power or when the police officer determines that the driver of any vehicle involved in a collision is physically unable to safely move the vehicle to a location where it will not create a traffic hazard, such officer shall request the driver to designate a towing permit holder of the driver's choice to remove the vehicle. When the designation has been properly made, the police officer shall communicate the name of the designated permit holder to the police communications center or its authorized agent. City's public safety communications staff shall verify that the company being requested to respond is permitted to tow within the city limits. If the requested company is not, that information shall be relayed to the officer and no further action taken for notifying that company. If the requested company is not within the city limits of San Angelo, public safety communications shall ensure that the requested company can respond to the scene within the allotted time of thirty (30) minutes or one (1) hour, depending on the type of wrecker needed. If the requested company cannot respond within the allotted time, the officer shall be notified to instruct the owner that a different company must be requested.
- D.** The police communications center or its authorized agent shall cause the designated permit holder to be called and directed to the scene.
- E.** If the owner of a vehicle is physically unable to designate a permit holder to remove the vehicle or he fails or refuses to designate one or has no preference, the police officer shall communicate that fact immediately to public safety communications or its authorized agent. Public safety communications or its authorized agent shall then call Company and request the tow.
- F.** If the owner of the vehicle does not designate a wrecker company or automobile business, and the officer contacts public safety communications requesting a tow, the dispatch of the call shall continue, regardless if the owner subsequently decides to request a specific company or automobile business. The responding tow truck shall deliver the vehicle to the location requested by the owner; however, the call remains a service request of Company for purposes of compensation.

6.11. Temporary Suspension and Reprimands

6.11.1. Suspension

City may suspend this contract or any portion of the services authorized by this contract for good cause. Grounds for temporary suspension of this contract include any of the following offenses:

- A.** "Dropping" a motor vehicle at a location other than designated by the police officer and without prior approval from the Chief of Police or his authorized designee.
- B.** Permitting a tow truck to be operated by anyone while under the influence of alcohol or drugs.

- C. Permitting a tow truck to be operated by anyone whose operator's license is suspended or revoked.
- D. Transferring or assigning any call for service to any other company or person.
- E. Any sustained complaint of theft by personnel of Company while acting in their capacity as employees of Company, whether occurring during a tow pursuant to this agreement or otherwise. The Chief of Police shall designate the City representative to determine if a complaint is properly sustained. Appeal of the decision shall be to the Chief of Police. The decision of the Chief of Police shall be final.
- F. Any sustained complaint of threats made by personnel of Company while acting in their capacity as employees of Company made against third parties during a tow or otherwise. The Chief of Police shall designate the City representative to determine if a complaint is properly sustained. Appeal of the decision shall be to the Chief of Police. The decision of the Chief of Police shall be final.
- G. Three (3) passes within a twelve-month period. "Pass" in this paragraph shall mean Company failing to notify the City of its inability to respond to a request for service as required by Section 6(D) above.
- H. Six (6) Light/Medium Duty or nine (9) Heavy Duty tow passes within a twelve-month period, regardless of the wrecker company making timely notifications.
- I. Failure to maintain a fleet of wreckers in compliance with this contract.
- J. Failure to maintain a licensed vehicle storage facility as required by this contract.
- K. Driving any wrecker to or from the scene in a manner which endangers the life or safety of any person.
- L. Failure to maintain in effect any insurance required by this contract.

6.11.2. Reprimands

City may issue a written reprimand letter for good cause. Grounds for a reprimand issued by the City shall include any of the following offenses:

- A. Failure to notify the Communications Center of the Police Department within fifteen (15) minutes from the time of notification if the Company will be unable to respond within the thirty (30) minutes allotted for a response to a call for wrecker service.
- B. Failing to comply with all directions of police personnel at the scene of a police tow. Company may request a police supervisor to validate any such direction given.
- C. Failure to comply with any state or federal law or city ordinance related to the operation of a wrecker company.
- D. Failure to properly clean up debris at an accident scene.
- E. Failure to comply with record keeping requirements of this contract.
- F. The employment of any driver who has been convicted of a felony within the preceding five years.
- G. Charging fees in excess of the amounts authorized.

The Chief of Police shall designate the City representative to determine if good cause is evident to believe one or more of the above grounds exist. Appeal of the decision of the representative shall be to the Chief of Police by written request received no later than 10 days from the date of notice is delivered to Company. The decision of the Chief of Police shall be final.

Two reprimands within a permit period shall result in forfeiture of the labor charge associated with the tow from which the reprimands were generated or fifty dollars (\$50.00) whichever amount is less. If no tow is associated with the cause of the reprimands then Company shall forfeit fifty dollars (\$50.00).

City shall notify Company in writing of its intent to suspend this agreement or any portion of the agreement. A notice of suspension shall include the duration of the suspension. Suspension of this agreement or any portion of this agreement may be appealed to the Chief of Police by written request received no later than ten days from the date notice is delivered to Company. The decision of the Chief of Police shall be final.

6.12. Termination

This Agreement may be immediately terminated by either party upon the occurrence of any of the following conditions:

1. Upon written notice from the non-breaching party, in the event of material breach of any provision of this Agreement if such material breach has not been cured by breaching party within thirty (30) days of receipt of written notice specifying the nature of the breach;
2. In the event that either party to this Agreement shall (i) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or in the future in effect, (ii) seek the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, (iii) make a general assignment for the benefit of creditors, (iv) fail to pay its debts as they become due, or (b) take any corporate action to authorize any of the foregoing; or
3. In the event that an involuntary case or other proceeding shall be commenced against either party to this Agreement seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or in the future in effect or seeking appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain without having been dismissed or stayed for a period of sixty (60) days; or any order for relief shall be entered against any party to this Agreement under the federal bankruptcy laws.
4. City may terminate the agreement upon the occurrence of more than one of the events described within **Section 6.11.1, Suspensions**, within any twelve (12) month period.
5. City may terminate this agreement or any portion of the services contemplated by this agreement with or without cause with ninety (90) day notice to Company.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

7. PROPOSAL SUBMISSION FORMS

7.1. Forms

- A. Price Proposal Sheet (Required)
- B. Addendum Acknowledgement (Required)
- C. Complete the Conflict of Interest form (Required)
- D. Complete the Local Preference Form (if applicable)
- E. Complete the Debarment and Suspension Form (Required)
- F. Complete References Worksheet (Required)
- G. Attach Qualification Statement (Required)
- H. Attach W-9 Form (Required)
- I. Attach a copy of your State Towing Operator's License (Required)

7.2. Copies

- **Submit one (1) unbound original of all required forms** (loose leaf binders, report covers or binder clips are acceptable),
- **Submit one (1) bound** complete copy of all required forms (staples are acceptable), and
- **Submit one (1) CD or flash drive** containing digital copy of required forms, and any supplemental documentation in a PDF format. Digital copies may be scanned documents, electronically completed forms, or other acceptable methods of document retention.

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Price Proposal Sheet (Required)

Company Name: _____

The undersigned, having carefully read and examined the Instructions, Conditions, Specifications, and familiarized himself with all local conditions affecting the work, hereby agrees to provide all labor, materials, equipment, supervision and services necessary to complete the **Towing Services** in conformity with the contract documents and in compliance with all applicable regulations.

FEES			
Item	Description		Rate
1.	Impoundment Fee	Must be less than or equal to \$20.00	\$ _____ (One Time)
2.	Daily Storage Fee for vehicles <u>NOT longer than 25 feet.</u>	Must be between \$5.00 and \$20.00	\$ _____ (per day)
3.	Daily Storage Fees for vehicles <u>longer than 25 feet.</u>	Must be less than or equal to \$35.00	\$ _____ (per day)
4.	Daily Storage Of Vehicles For Evidentiary, Forfeiture Or Other Purposes By The CITY		\$ _____ (per day)
5.	Notifications where authorized by statute for owners and lien holders.	Must not exceed \$50.00 (except as allowed by law)	\$ _____ (per notification)
6.	Normal Wreck Runs For Vehicles Of Less Than 10,000 lbs GVW within the City Limits, Twin Buttes, San Angelo Regional Airport, or any other City owned land.	Must not exceed \$80.00	\$ _____ (per tow)
7.	Normal Wreck Runs For Vehicles Of Greater Than 10,000 lbs GVW within the City Limit or any other City owned land.	Must not exceed \$245.00	\$ _____ (per tow)
8.	Labor rates for vehicles of less than 10,000 lbs GVW	Must not exceed \$20.00/15 min.	\$ _____ (per 15 minute increment)
9.	Labor rates For Vehicles Of Greater Than 10,000 lbs	Must not exceed \$25.00/15 min	\$ _____ (per 15 minute increment)

Company Name: _____

INVENTORY			
Item	Description	Minimum Requirement	# in Inventory
1.	LIGHT DUTY WRECKER: that is at least 14,500 pounds gross vehicle weight (GVW). If one has a boom, it shall be rated at not less than 8,000-pound lift capacity and a wheel lift device rated at not less than 2,500 pounds.	5	
2.	MEDIUM DUTY WRECKER that is at least 26,000, pounds GVW. Any wheel lift device shall be rated at no less than 12,000 pounds, winch device at 15,000 pounds and boom at no less than 15-ton lift capacity.	1	
3.	HEAVY DUTY TANDEM AXLE WRECKER rated at not less than 50,000 GVW, equipped with the minimum of a 35,000 pound wheel lift under reach; a 35,000 pound winch, whether combined total lift or single rated winch; and a boom rated at not less than 30 ton lift capacity	1	
4.	LOW BOY TRAILER or other similar device or equipment rated at 50,000 pounds capable of carrying large non-standard heavy equipment or vehicles generally used in street maintenance or construction.	1	
5.	STORAGE FACILITY (number of parking spaces)		

☒ **Please include a copy of your State Towing Operator's License**

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 Dated: _____ Received: _____

Addendum No. 2 Dated: _____ Received: _____

Addendum No. 3 Dated: _____ Received: _____

- The respondent is responsible for calling the City to determine if any addendums have been issued and agrees that the prices(s) quoted reflect any changes or modifications created by any addendum(s).
- The respondent agrees to furnish all insurance certificates documenting the required coverages and provisions as stated herein upon acceptance of award.
- The respondent agrees to furnish all equipment/service at the prices quoted herein and that the proposal is in strict accordance with the conditions and specifications stated herein.

I certify that if this offer is accepted within _____ days (90 days unless otherwise stated), after date of opening, to fully comply in strict accordance with this invitation, specifications and provisions attached thereto for the amounts shown on this Price Proposal Sheet(s).

By execution and submission of this Proposal, the Respondent represents and warrants to City as follows: The Respondent has read and understands the Proposal Documents and this proposal is made in accordance.

By submitting a Proposal, each Respondent agrees to waive any claim it has or may have against the City, and their respective employees arising out of or in connection with the administration, evaluation, recommendation, of any Proposal, or award of Contract.

I certify that prices in this proposal have been arrived at independently, without consultation or agreement with any competitor for the purpose of restricting competition

I certify that if this offer is accepted within_____ days **(90 days unless otherwise stated)**, after date of opening, to fully comply in strict accordance with the proposal invitation, specifications and provisions attached thereto for the amounts shown on this Price Proposal Sheet(s).

(Seal if Respondent is Corporation)

Company Name

Signature

Printed Name

Title

Note: Agents must provide evidence of authority to bind corporation.

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Disclosure of Certain Relationships (Required)

NOTICE TO VENDORS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at <http://www.window.state.tx.us/procurement/prog/hub/>

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in black ink, appearing to read "J. D. Baker", is written over the printed name.

Division Manager, Purchasing

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

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 entity 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 knowing 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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has affiliation or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of ten (10) percent or more?

☐ Yes ☐ No

D. Describe each employment of business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH THE BID

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 5/15/14)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor
Councilmembers: Mayor Pro-Tempore:
Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3
Don Vardeman, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Pedro Ramirez – Director

Executive Director: Roland Peña



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Debarment and Suspension Certification (Required)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code

THIS FORM MUST BE RETURNED WITH THE PROPOSAL

Instructions for Certification

1. By signing and submitting this bid proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this bid proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this bid proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this bid proposal that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



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Vendor References (Required)

Company Name: _____

Please list five (5) government and/or businesses **(other than City of San Angelo)** and/or business similar in scope and size who can verify the quality of service your company provides. References should be of similar size and scope of this proposal.

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FOUR

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE FIVE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

REFERENCE SIX

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Telephone Number: _____

Scope of Work: _____

Contract Period: _____

THIS FORM MUST BE RETURNED WITH THE BID

Contact Information

Company Name:

Mailing Address:

City, State Zip Code:

Accts Receivable Address:

City, State Zip Code:

Tax ID No:

Attach IRS form W-9

Tele. No:

FAX:

Email:

Proposals that are not signed and dated or that do not comply with all of requirements herein will be considered non-responsive and rejected.

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