

**CITY OF HELOTES
REQUEST FOR PROPOSALS FOR
TOWING AND IMPOUND SERVICES**

DUE DATE: August 5, 2022



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CITY OF HELOTES REQUEST FOR PROPOSALS

The City of Helotes, Texas (hereinafter "City") will receive sealed proposals for the following services as set forth below:

Background: The City is seeking proposals from qualified respondent to provide municipal towing and wrecker services within the City of Helotes, Texas on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five day (365) a year basis. Such towing is for towing services requested by the City and includes towing of City owned vehicles, as well as non-consent tows. Non-consent tows require the license holder to charge the individual vehicle owner for the tow. Only qualified and chosen companies will be able to enter into a contract with the City.

Selected company will deliver wrecked, disabled, impounded, or abandoned vehicles to the company's impound lot and other locations within the City, as directed by the City of Helotes Police, Fire, or Administrative Departments. Selected company shall be held responsible for any damage, abuse, or wear beyond what is considered normal wear and tear or use that occurs to any City-owned property, facility, or equipment. The City will waive any and all associated municipal permits and fees, as they relate to the towing of City owned vehicles.

Services: Towing and Impound Services

Proposal Deadline: **Friday, August 5, 2022, at 2:00 p.m. CST.** Late proposals will be rejected and returned unopened. Any mail delays or other matters causing late receipt are irrelevant and will not excuse late submission. The time as kept by the City Secretary shall be the official time and shall control.

Mark Envelope: RFP-22-01 Proposal for Towing and Impound Services

Delivery Address: Please submit one (1) marked original, five (5) exact duplicates, and one (1) electronic copy on a USB drive of your complete proposal in a sealed envelope properly labeled and clearly marked with the RFP number and description TO:

**City of Helotes - Attn: City Secretary
P.O Box 507
12951 Bandera Rd.
Helotes, Texas 78023**

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.

Pre-Proposal Conference: The City of Helotes will have a non-mandatory pre-proposal conference on **Wednesday, July 20, 2022, at 10:00 a.m. CST, in the City Council Chambers at Helotes City Hall, 12951 Bandera Rd., Helotes, Texas 78023.**

Point of Contact: ALL inquiries regarding specifications of this RFP should be directed to Krista Vaillencourt at kvailencourt@helotes-tx.gov. Email is the **only** method of contact. The City's website will contain a webpage for RFP updates, questions, and answers. Communication with other City officials and/or employees are prohibited during the time of the RFP process and may subject the proposal to immediate disqualification.

Proposal Opening: Friday, August 5, 2022 at 2:00 p.m. CST, in the City Council Chambers at Helotes City Hall, 12951 Bandera Rd., Helotes, Texas 78023. Applicant names of all proposals received will be read aloud on this date. Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof. All timely proposals become the property of the City upon receipt and shall not be returned. **In accordance with Section 252.049 of the Texas Local Government Code, the contents of the competing proposals will not be read or made public. Proposals are not public information until after a contract has been awarded.** The City makes no guarantee that information that a proposer believes is proprietary or a trade secret will be considered exempt from public disclosure. Therefore, proposers should use care in including information that they consider confidential. ANY portion of a proposal that the proposer claims is a trade secret or is proprietary and confidential MUST be clearly marked CONFIDENTIAL. Please note that pricing information, general methods of service provision, and other such matters are NOT trade secrets or proprietary information.

Any cost or expense incurred by the Contractor in the preparation of the proposal response shall be paid by Contractor.

City has the right to:

- 1. If only one or no submittal is received by "submission date", the City has the right to reject, re-propose, accept and/or extend the RFP by up to an additional two (2) weeks from original submission date.**
- 2. The right to reject any/or all submittals and to make award as they may appear to be advantageous to the City.**
3. The right to hold any submittals for 90 days from submission date without action, and to waive all formalities in RFP, and any submittal irregularities.
4. The right to extend the time for award beyond the original 90-day period, if agreed upon in writing by both parties and if Proposal is held firm.

BASIC INFORMATION.

1. Request for Sealed Proposals Process. Under this process the City establishes evaluation criteria and the relative importance of the evaluation factors. The City may conduct discussions with proposers who are determined to be reasonably qualified for the award of the contract. This process may include a request for best and final offers through revisions to proposals. All proposers will be treated fairly and equally with regard to opportunities for discussion and revision of proposals. All revisions allowed MUST be in writing. No oral offers or changes to proposals will be effective. The goal is to arrive at a contract with the proposer who provides the best offer to the City when viewed in conjunction with the City's evaluation criteria. The City reserves the right to waive any technicalities and informalities where such is in its best interest, and to accept or reject any proposal, or reject all proposals as deemed in the best interest of the City. Any award is subject to execution of a written agreement on terms acceptable to the City and its legal counsel.
2. Changes to Proposals. Changes to proposals post-submission are not allowed unless requested by the City as part of the Request for Sealed Proposals Process described above. Any such allowed changes MUST be in writing.

3. Withdraw of Proposal. A proposer may withdraw its proposal at any time before the Proposal Deadline. By submission of its proposal, each proposer acknowledges that it may not withdraw its proposal for a period of 180 days after the Proposal Deadline without the written approval of the City.
4. Attempts to Improperly Influence City Decision-makers. Proposers (including their representatives or agents) are prohibited from contacting members of the City Council with regard to the services made the subject of this Request for Proposals (“RFP”), or in any way attempting to influence members of the City Council to select the proposer through gifts, entertainment, or other improper means. All communications shall be with City Staff until such point in the process that the proposer is requested or allowed to make a presentation to the City Council. Likewise, proposers are prohibited from attempting to influence the recommendations made by City Staff to the City Council through any means other than legitimate submissions and discussions actually provided for by the process. Should a proposer be determined by the City to have engaged in such prohibited conduct, the proposer will be DISQUALIFIED, AND ITS PROPOSAL WILL NOT BE GIVEN FURTHER CONSIDERATION.
5. Prohibited Interests. By submission of a proposal each proposer is deemed to ***expressly represent and warrant*** that no member of the City Council, and no City Official involved in the RFP process for the service covered by this RFP has an ownership interest in or derives income from the proposer.
6. Conflict of Interest Questionnaire. Each proposer must complete, and submit with its proposal, the Conflict of Interest Questionnaire Form attached to this RFP as Attachment D.
7. Clarifications. Any requests for clarification(s) must be submitted in writing to:

Krista Vaillencourt

kvailencourt@helotes-tx.gov

If the matter is a legitimate concern in need of clarification, it will be posted on the City website.

SCOPE OF SERVICES

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

A. Towing Services

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

B. Vehicle Storage

Vehicle storage services to be provided as follows:

1. Maintain knowledge of and comply with all federal, state and city laws and ordinances that pertain to the operation of the VSF.
2. Be knowledgeable of applicable laws relating to vehicle titles and the language of court orders.
3. Be knowledgeable of all laws and procedures that pertain to the storage, release and sale of stored vehicles.
4. Provide fenced and secure storage for a minimum average of 30 vehicles.
5. Segregate all City of Helotes vehicles from all other vehicles, and vehicles are to be fully accessible. All vehicles impounded under the authority of the City of Helotes are to be fully accessible to all authorized personnel employed by the City.
6. Impound vehicles twenty-four (24) hours a day, seven (7) days a week.
7. Provide the Helotes Police Department access to the VSF at all times.
8. Send proper notices in compliance with all laws by certified mail to owners and/or lien holders, as required, of said vehicles within five (5) days of receiving the vehicle at the VSF.
9. Require proper documentation from owner(s) or their representative, to include valid government photo identification card/driver's license, proof of ownership and proof of insurance. Require proof of vehicle

owner's authority when releasing vehicle to the owner(s) representative.

10. Cooperate with the City and/or the Helotes Police Department with respect to any vehicles to be held and/or impounded and any other aspects of the VSF operations.
11. Coordinate with the Helotes Police Department on any and all requests received from other law enforcement agencies related to vehicles impounded and/or stored at the VSF.
12. Provide individuals who are attempting to claim vehicles with an escort to the vehicle, when needed, for the purposes of obtaining ownership documentation located inside the vehicle.
13. Verify through the City a "hold" status prior to allowing access to or releasing vehicles / property in which a "hold" has been placed.
14. Resolve disputes with vehicle owners.

C. Reporting

Provide monthly accounting reports to the City of Helotes to include the following:

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

D. Fee Collection

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

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

E. Security

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

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

F. Auctions

Impounded vehicles not claimed by the end of the 60th day from the date of impoundment are considered abandoned. The VSF will be responsible for the auction of abandoned vehicles in compliance with state law. The VSF will be responsible the following:

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

SUBMITTAL REQUIREMENTS

The following information shall be required in the RFP submittal:

A. Letter of Transmittal

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

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

B. Description of Services

Provide the following:

1. Description of Towing Services as specified in Scope of Services, Sec. IV(A). Scope of Services to include but not be limited to the following:
 - a. Statement regarding priority of City of Helotes calls and the minimum response time to arrive on scene after notification;
 - b. A description of the size and type of total fleet;
 - c. Statement regarding the minimum number of trucks available at all times, including heavy-duty tow trucks and the equipment on each truck;
 - d. Statement of plan for accident prevention and protection of employees and public;
 - e. Statement regarding adherence to all applicable laws and ordinances;
 - f. A complete legal and technical description of each truck in Recipient's fleet that will service the City of Helotes;
 - g. Statement of agreement to tow abandoned or junked vehicles and the method of disposal of these vehicles;
 - h. Statement regarding how accident debris will be removed from an accident location or on any occasion where the Recipient is called out and debris removal is necessitated due to the event;
 - i. Statement of drug testing policy for towing operators.
2. Description of Vehicle Storage Services as specified in Scope of Services, Sec. IV(B) to include, but not limited to the following:
 - a. Description of the physical location of the storage facility, mailing address, and the proximity to the Helotes Police Department 12951 Bandera Rd, Helotes, Texas, 78023;
 - b. A complete physical description of the storage facility, how the facility is secured, maintenance of the facility, and a schematic drawing of the storage lot indicating the number of slots and the location of those slots for parking City of Helotes vehicles;
 - c. Statement describing the accessibility to the storage facility by the public and City of Helotes personnel;

- d. Statement of hours an attendant will be on-site at the storage lot and the hours administrative personnel will be on-site;
 - e. Statement of description regarding an enclosed storage building for the purpose of storing and processing criminal evidence vehicles, and the method for making this storage accessible only by Helotes Police Department personnel;
 - f. Statement of means for resolving disputes with vehicle owners.
3. Description of Reporting Services as specified in Scope of Services, Sec. IV(C) to include, but not limited to the following:
- a. Statement describing the inventory and record keeping process the Recipient will utilize and the day of each month a report will be delivered to the City;
 - b. Statement of availability for Police or City personnel to inspect and audit the books, accounts, and records.
4. Description of Fee Collection Services as specified in Scope of Services, Sec. IV(D) to include, but not limited to the following:
- a. Statement describing the alternative means for citizens to pay fees;
 - b. Statement describing procedures for collecting impound fees, notification fees, and storage fees plus taxes in appropriate amount;
 - c. Statement regarding adherence to remitting all taxes collected in a timely manner to the State;
 - d. Statement regarding remitting collected administrative fees to the City of Helotes for each vehicle impounded.
5. Description of Security Services as specified in Scope of Services, Sec. IV(E) to include, but not limited to the following:
- a. Statement describing security measures to protect stored vehicles and property;
 - b. Statement describing security measures to ensure the safety of all persons visiting the vehicle storage facility;
 - c. Statement describing procedures of performing complete background checks prior to hiring individuals to be employed by Recipient.
6. Description of Auction Services as specified in Scope of Services, Sec. IV(F) to include, but not limited to the following:
- a. Statement regarding the method in which the City will be notified of all abandoned vehicles that are eligible for auction;

- b. Statement describing auction procedures;
- c. Statement describing processing of all documentation related to auction sales;
- d. Statement regarding the method of accounting for all auction proceeds;
- e. Statement regarding sharing auction proceeds with the City of Helotes for each vehicle auctioned.

C. Fee Schedule

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

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

D. Additional Forms

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

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

SUBMITTAL INSTRUCTIONS

- A. Respondent shall provide five (5) copies of their submittal, one (1) clearly marked, "Original" and signed in blue ink and four (4) duplicates. All copies must be submitted in a sealed package, clearly marked on the front of the package "RFP-22-01 PROPOSAL FOR TOWING AND IMPOUND SERVICES" All submittals must be received by the City Secretary no later than 2:00 p.m. CST, Friday, August 5, 2022 at the address below.

City of Helotes
Attn: City Secretary
12951 Bandera Rd
Helotes, Texas 78023

Any submittal received after this time shall not be considered. Submittals sent by facsimile or email will not be accepted.

- B. Submittal Format: Each submittal shall be typewritten or computer fillable text and submitted on 8 1/2" x 11" white paper. Font size shall be no less than 12-point type. Margins shall be no less than 3/4" around the perimeter of each page, double-sided pages are encouraged.

Originals shall be easily identifiable and shall be signed in blue ink. Each page shall be numbered. Electronic files shall not be included as part of the submittal; compact disks and/or computer disks submitted as part of the submittal shall not be considered. Each submittal must include the sections and attachments included herein as part of this RFP, in the sequence listed in the Submission Requirements Section, and each section and attachment must be indexed with divider tabs and included in the Table of Contents page (Form #2 in RFP). Failure to meet the above conditions may result in disqualification.

- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include their 9-digit Internal Revenue Service Taxpayer number on

the City of Helotes Substitute W-9 Form. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity in its submittal, the Chief of Police shall have the discretion, at any point in the contracting process, to suspend consideration of the submittal.

- D. All provisions in Respondent's submittal, shall remain valid for ninety (90) days following the deadline date for submissions or, if a submittal is accepted, throughout the entire term of the contract.
- E. All submittals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

COMMUNICATION GUIDELINES

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

- A. Respondents are prohibited from communicating with elected City officials regarding the RFP or Submittals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results

in the direct or indirect discussion of the RFP and/or Respondents' Submittals. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent's submittal from consideration. Exceptions to the restrictions on communication with City employees include:

1. Questions and responses during the pre-submittal conference.
 2. Respondents may submit questions concerning this RFP to the staff electronically at kvaillencourt@helotes-tx.gov before 12:00 Noon CST, on Tuesday, July 19, 2022. Questions received after the stated deadline may not be answered. Received questions and responses will be posted to the City's website at <http://www.helotes-tx.gov> by 5:00 p.m. CST, on Thursday, July 21, 2022.
 3. Respondents may provide responses to questions asked of them by the City staff or officials after responses are received and opened and during any subsequent interviews.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.
- C. If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor's business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

AMENDMENTS TO RFP

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

PROPOSAL EVALUATION

Award of an Agreement will consider the best fit and value for the City's needs based on the proposal, and any subsequent discussions and proposal changes provided for in the RFP Process.

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

The City may elect to conduct interviews of Proposers. If the City conducts interviews, the presentation shall be led by the Proposer's proposed day-to-day contact person for the City.

AWARD OF CONTRACT & RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose submittal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City intends to require the selected Respondent(s) to execute the contract with the City in substantially the form as attached prior to City Council award. No services, under provisions of the proposed contract, shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in the Contract. Contract documents are not binding on City until approved by the City Council. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit the City to enter into a Contract, award any services related to this RFP, nor does it obligate the City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the insurance and indemnification requirements established in the resulting contract.
- H. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor CITY OF HELOTES

POLICE DEPARTMENT

REQUEST FOR PROPOSALS FOR TOWING AND IMPOUND SERVICES

ATTACHMENTS



CITY OF HELOTES
 12951 Bandera Rd
 HELOTES, TEXAS 78023

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

ISSUE DATE:		Request For Proposal Title
		Towing and Impound Services
DATE OF CLOSING:	August 5, 2022 2:00 p.m. CDT	DEPARTMENT:
TIME OF CLOSING:		POLICE
SUBMIT TO:	City of Helotes Attn: City Secretary 12951 Bandera Rd. Helotes, TX 78023	

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

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

 Signature of Authorized Individual

 Typed Name of Authorized Individual

 Date

 Typed Title of Authorized Individual

ATTACHMENT B

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

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

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

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

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

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

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

 Other: If checked, list business structure: _____

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

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

Yes No

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

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

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

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

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

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

Years _____ Months _____

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

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

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

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

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

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

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

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

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

Reference No. 1: (Financial Institution)

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Reference No. 4:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

Attachment D

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 **Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment E

Disclosure of Interested Parties (Form 1295)

Prior to entering into a contract with the City for the services to be provided pursuant to this RFP, the successful proposer must complete a “Disclosure of Interested Parties” form (Form 1295) on the Texas Ethics Commission website at www.ethics.state.tx.us . By law, the City cannot sign an agreement with the successful proposer until Form 1295 is completed.

Certification Regarding Boycotting Israel

Texas Government Code §2270.002 prohibits a governmental entity from entering into a contract with a company for goods and services unless the contract contains a written verification from the company that the company does not boycott Israel and that it will not boycott Israel during the term of the contract. Any proposer that cannot so certify shall be disqualified.

ATTACHMENT F

INSURANCE REQUIREMENTS

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

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

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

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

*If applicable.

ATTACHMENT G

FEE SCHEDULE WORKSHEET

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

1. Vehicle weight 10,001 lbs. GVW or less \$ _____ per vehicle
2. Vehicle weight between 10,001 and 26,000 lbs. GVW \$ _____ per vehicle
3. Vehicle weight over 26,000 lbs. GVW \$ _____ per vehicle
4. Motorcycles \$ _____ per motorcycle
5. Trailers \$ _____ per trailer

6. Use of dollies or car carriers \$ _____ per dolly/carrier

7. Mileage charges \$ _____ per City vehicle after
after ____ miles
8. Mileage charges \$ _____ per City vehicle after
after ____ miles
9. Charge for labor – per hour
(Pro rated on 1/2-hour increments) \$ _____ per hour

10. Storage fee \$ _____ per day
11. Impound fee \$ _____ per vehicle
12. Storage fee for Helotes P.D. “hold” vehicles
until day hold is released by the Department \$ _____ per day
13. Owner/lien holder notification fee in compliance
with VSF statutes \$ _____ per day
14. Storage fee for large vehicles (vehicles with more than
three axles or vehicles with trailer in tandem) \$ _____ per day

15. Winching service \$ _____ per service
16. Rollovers \$ _____ per rollover

17. Any other applicable fees or discounts offered by
the vendor not described in this section \$ _____

ATTACHMENT H

WORK HISTORY WORKSHEET

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

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

Name of Account	Dates of Service	Contact Name	Contact Telephone

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

- 4. List of all drivers that will be operating vendor’s equipment for the City of Helotes including:

Name of Driver	Level of Certification	Years with Vendor

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

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

ATTACHMENT I

INDEMNIFICATION REQUIREMENTS

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

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

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

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the

obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

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

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

ATTACHMENT J

VENDOR ACKNOWLEDGEMENT FORM

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

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

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

Company Name:

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

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

E-mail Address of Representative: _____

Authorized Representative: _____

Signature

Date

Printed Name

ATTACHMENT K

PROPOSAL CHECKLIST

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

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	*Submittal Cover / Signature Sheet (RFP Attachment A)	
	Table of Contents	
	Executive Summary	
	Respondent Questionnaire (RFP Attachment C)	
	*Conflict of Interest Questionnaire (RFP Attachment D)	
	Proof of Insurability (Letter and Copy of Current Certificate of Insurance)	
	Experience, Background, Qualifications	
	Proposed Services	
	Fee Schedule Worksheet (RFP Attachment G)	
	Work History Worksheet (RFP Attachment H)	
	*Vendor Acknowledgement Form (RFP Attachment J)	
	Proposal Checklist (RFP Attachment K)	
	One (1) Original and Four (4) Copies of Proposal	

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