



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**RFP No. 16-018**

**REQUEST FOR PROPOSAL**

**FOR**

**WRECKER AND IMPOUND SERVICES**

**Date: AUGUST 2016**

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## City of Round Rock

### SECTION I GENERAL

The City of Round Rock, Texas herein after "City," is soliciting request for proposals to enter into an agreement with a qualified Individual, Firm, or Corporation, herein after referred to as "Respondent," to be the "sole" provider of wrecker and impound services for all the City's incident tows. An "incident tow" is defined for the purpose of this RFP as a non-consent tow of a vehicle in which the wrecker is summoned by a peace officer because of a traffic accident or due to an arrest or other law enforcement action.

The City is soliciting offers under the guidelines provided with authority through Texas Local Government Code Chapter 252. All proposals must meet the requirements outlined in this RFP to be considered for evaluation by the City.

1. **BACKGROUND / HISTORY:** For the purposes of this RFP for wrecker and impound services, the Round Rock Police Department ran a monthly report in order to determine the average number of tows for the period beginning January 1, 2014, through December 2015, which is outlined as follows: On average, there were 1.55 tows per hour over a 24-hour period. On the extreme high end, there were a couple of days in January of 2014 where there was ice and there were 20 and 22 tows during the hours of 0600 and 1300, however, those numbers are outliers and not really representative of even "bad" days. Based on the fact the Round Rock Police Department averaged 1.55 tows per hour but there is a wide range of extremes, the RRPD reached a deviation of 10.18. When adding this deviation of 10.18 to the average of 1.55, the number of tows came to approximately twelve (12) tows per hour, which is an approximate representation of RRPD's needs on a "bad" day but not an extreme day, such as a major ice storm or flood event.

Currently pursuant to Chapter 42, Section 42-476, City of Round Rock, Code of Ordinances, the Chief of Police establishes and maintains a rotation list from which wreckers are chosen to answer calls for non-consent tows. Wreckers on the rotation list must meet all of the requirements set forth Section 42-477. If the City selects a sole-source provider to provider wrecker and impound services for all incident tows, the rotation list will be discontinued.

- 1.1 **Purpose:** The City is seeking a Respondent to provide a system that will use modern technology to dispatch and manage impound services to accomplish the goals as follows:
  - 1.1.1. Reduce the amount of time officers and emergency communications staff spend on managing tow trucks and put their services to better use.
  - 1.1.2. Create a more efficient system which quickly clears roadways.
  - 1.1.3. Increase the reporting capabilities of towing data.
- 1.2 **Objective:** The City of Round Rock is seeking an individual, firm, or corporation to be the "sole" provider of wrecker and impound services for incident tows on an as-needed basis. The selected individual, firm or corporation shall have an impound yard within ten (10) miles of City Hall, as defined in Section 5.1(c) herein. Services set forth herein will be performed at no cost to the City, and Respondent will have the right to collect third-person fees related to the towing and impound services.

## **SECTION II STATEMENT OF WORK**

- 1. INTRODUCTION:** This Request for proposals (RFP) describes information for the Respondent to provide services which shall include, but are not limited to the requirements contained herein. Services set forth that contain the words “will,” “must” or “shall” are mandatory and shall be provided as specified with no alteration, modification or exception unless an alteration, modification or exception would enhance the services provided to the City. Any and all alterations, modifications or exceptions to any requirement shall be clearly noted by the Respondent. Services set forth that contain the words “may” or “can”, allow Respondents to offer alternatives to the manner in which the services are described in the RFP.
  
- 2. AGREEMENT TERM:** The terms of the awarded Agreement shall include but not be limited to the following:

  - 2.1** The term of this initial Agreement is estimated to begin January 1, 2017 and shall remain in full force for sixty (60) months or five (5) years.
  - 2.2** The City reserves the right to review the awarded respondent’s performance any time during the Agreement term.
  - 2.3** If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) day notice, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for termination.
  - 2.4** If the Agreement is terminated, for any reason, the Respondent shall turn over all records to the City within fifteen (15) working days after completion of duties contained in the Agreement.
  - 2.5** The City shall have the right to terminate this Agreement, in whole or in part, for convenience and without cause at any time upon one hundred eighty (180) days’ written notice to the Respondent.
  
- 3. RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents that do not meet the minimum qualifications will not be considered for the award. The respondent shall:

  - 3.1** Have adequate financial resources, or the ability to obtain such resources as required;
  - 3.2** Have a storage facility within ten (10) miles of City Hall that conforms to the requirement of the RFP;
  - 3.3** Have wrecker equipment and support services that conform to the requirements of the RFP;
  - 3.4** Have a satisfactory record of performance;
  - 3.5** Have a satisfactory record of integrity and ethics; and
  - 3.6** Be otherwise qualified and eligible to receive an award.

4. **PROGRAM REQUIREMENTS:** The City is requesting, at a minimum, the following based upon the criteria listed:
- 4.1 Staffing: The Respondent shall provide adequate staffing and designate a main point of contact for the City of Round Rock.
    - 4.1.1. The point of contact or Account Manager should have the authority to respond to the City's needs. Should the point of contact change, the Respondent shall designate to the City a new point of contact, and notify the City within forty-eight (48) hours.
  - 4.2 Account Management: The Account Manager or other designated representative shall attend quarterly meetings with City of Round Rock staff to discuss and evaluate the program. The Account Manager is expected to maintain an up-to-date understanding and knowledge of the City's account.
  - 4.3 Reporting: The Respondent shall prepare adhoc reports based on the City's needs, but such reports shall not jeopardize the rights of confidentiality of the employees or their families.
  - 4.4 Legal Requirements: It shall be the responsibility of the Respondent to be knowledgeable of all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the services covered herein which may apply.
5. **SCOPE OF WORK:** The RFP is to establish the scope of work and requirements to enter into an agreement with a qualified wrecker service that is capable of being the exclusive services provider to the City for incident and impound services. The Respondent at its expense shall furnish all equipment, labor, tools, supplies, transportation, insurances, facilities, and any other expenses necessary to fully perform all aspects and phases of this RFP. The successful Respondent shall meet or exceed the requirements as specified herein.

#### 5.1 Definitions

- a. **Chief of Police** shall mean the chief of police for the City of Round Rock or the person designated by him to act in his stead.
- b. **City** shall mean the City of Round Rock, located in Williamson and Travis Counties, Texas.
- c. **City Hall** shall mean the City of Round Rock City Hall located at 221 East Main Street, Round Rock, Texas.
- d. **Consent Tow** shall mean any tow of a motor vehicle initiated by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include a tow of a motor vehicle initiated by a police officer.
- e. **Heavy Duty Tow** shall mean towing a vehicle with a gross vehicle weight over 25,000 pounds.
- f. **Impounded Vehicle** shall mean a vehicle brought to the facility due to police action that is neither evidence nor a seizure.
- g. **Incident Tow** a non-consent tow of a vehicle in which the wrecker is summoned by a peace officer because of a traffic accident or due to an arrest or other law enforcement action

- h. Light Duty Tow** shall mean towing a vehicle with a gross vehicle weight of 10,000 pounds or less.
- i. Medium Duty Tow** shall mean towing a vehicle with a gross vehicle weight over 10,000 pounds but less than 25,000 pounds.
- j. Non-consent Tow** shall mean any tow of a motor vehicle that is not a consent tow.
- k. Police Department** shall mean the City of Round Rock Police Department and its officers, authorized employees and agents.
- l. State** shall mean the State of Texas.
- m. Vehicle Owner** shall mean a person:

  - (1) named as the purchaser or transferor in the certificate of title issued for the vehicle under Chapter 501, Texas Transportation Code;
  - (2) in whose name the vehicle is registered under Chapter 502, Texas Transportation Code, or a member of the person's immediate family;
  - (3) who holds the vehicle through a lease agreement;
  - (4) who is an unrecorded lienholder entitled to possess the vehicle under the terms of a chattel mortgage; or
  - (5) who is a lienholder holding an affidavit of repossession and entitled to repossess the vehicle.
- n. Vehicle Storage Facility (VSF)** shall mean a vehicle storage facility, as defined by Texas Occupations Code §2303.002, that is operated by a person who holds a license issued under Chapter 2303 to operate the facility.

**5.2 Wrecker Services:**

- 5.2.1** Respondent shall provide all incident tows and impound services for the City and shall be available for dispatch twenty-four (24) hours a day, seven days a week.
- 5.2.2** Respondent shall provide free towing and roadside assistance for all City-owned vehicles, with the exception of fire trucks, within ten (10) miles of City Hall.
- 5.2.3** Respondent shall provide free towing to the Police Department for all vehicles seized as the result of an arrest.
- 5.2.4** Respondent shall provide a list of wreckers to service the City, including but not limited to the VIN, make, unit number and the name of the owner of the wrecker, if different from the Respondent.
- 5.2.5** Respondent shall provide the Chief of Police with a copy of the Respondent's VSF license.
- 5.2.6** Respondent shall own, operate, and manage an impound facility at an approved location within ten (10) miles of City Hall. The facility shall be fenced and lighted.
- 5.2.7** Respondent shall manage the receipt of all vehicles at the VSF. Respondent shall collect all monies from third persons for the retrieval of vehicles, storage of vehicles, and for towing charges and any other incidental charges related to the towing of a vehicle for the City.

- 5.2.8** Respondent shall provide vehicle towing service within thirty (30) minutes from the initial request for service for a Light or Medium Duty Tow being communicated to the Respondent, and within forty-five (45) minutes from the initial request for service of a Heavy Duty Tow being communicated to the Respondent, except in extraordinary situations where reasonable delay is caused by weather-related conditions.
- 5.2.9** Respondent shall be responsible for removing all glass and debris and properly disposing of the same from vehicle accident sites and for cleaning up leaked fluids. Respondent shall carry at least a fifty (50) pound bag of safety absorbent material for placing on leaked fluid, and more if necessary to cover and clean up larger areas.
- 5.2.10** Respondent shall own or lease a sufficient number of wreckers necessary to meet the City's towing needs. Each wrecker shall have:
- (1) The capacity of not less than one (1) ton and shall be in working condition and in compliance with state and local laws and regulations;
  - (2) Permanently inscribed and legible on each side of the vehicle, in letters of not less than two (2) inches in height, the Respondent's name, street, address and telephone number, which shall be on a contrasting background. No other name other than the Respondent's name may be inscribed on the sides of the vehicle.
- 5.2.11** Respondent shall transport equipment consistent with the size of the vehicle and the circumstances resulting in the incident tow request. At a minimum, all wreckers shall be equipped with the following equipment, which at all times shall be maintained and in working order:
- (1) Slings and/or tow bars along with "J" hooks and chains;
  - (2) Safety chain;
  - (3) Ten (10) pound extinguisher (or the equivalent);
  - (4) Shovel;
  - (5) Wrecker bar;
  - (6) Broom;
  - (7) Dolly (for vehicles equipped);
  - (8) Ropes or other device for securing steering wheel;
  - (9) Overhead visibar or beacon type light visible from front and rear;
  - (10) Tow lights; and
  - (11) Power-operated winch, winch line and boom; with a rated or tested lifting capacity of not less than eight thousand (8,000) pounds single line capacity (truck must include the manufacturer's certificate).
- 5.2.12** Towing operators and other employees of the Respondent shall wear Respondent's uniforms meet the Texas Department of Transportation reflective requirements.
- 5.2.13** Respondent shall possess or be able to obtain GPS technology to locate vehicles via website. Respondents are encouraged to propose the latest innovative and creative new technological concepts to track and maintain exact vehicle locations, to increase response time, to provide reporting and immediate location.



**5.3 Impound Facility:**

**5.3.1** Respondent shall own, operate and maintain an impound facility at an approved location within ten (10) miles of Round Rock City Hall, and it shall maintain such impound in properly fenced and lighted condition. The facility shall:

- (1) Be operated and managed pursuant to all Texas Department of Licensing and Regulation (TDLR) regulations for Tow Truck Contractors and Vehicle Storage Facility (VSF) regulations;
- (2) Be capable of holding the number of vehicles required by the City;
- (3) Have an office professional in appearance and maintained in a neat and orderly fashion;
- (4) Have access roads providing not less than fifteen (15) feet of clear unobstructed width;
- (5) Be completely enclosed with adequate fencing, locks, and other security devices as necessary to maintain security of stored vehicles.

**5.3.2** Respondent shall manage the receipt of vehicles at the VSF. Respondent shall collect all monies from third persons for the retrieval of vehicles, storage of vehicles, and for towing charges and for any other incidental charges related to the towing of a vehicle.

**5.3.3** Respondent shall have an attendant available twenty-four (24) hours a day, seven (7) days a week to afford the opportunity for owners of vehicles to remove property from their vehicles, and to provide access to members of the Police Department. The attendant shall not release a vehicle without receiving permission from the Police Department if there is a Police Department hold on the vehicle.

**5.3.4** Respondent shall be responsible for the upkeep, maintenance, and cleanliness of the VSF including removal of all grass, garbage, and weeds.

**5.3.5** Respondent shall be responsible for complying with all state and regulatory laws and orders regarding vehicle impoundment yards, paying all fees in connection therewith, and paying all taxes due.

**5.3.6** Respondent shall ensure that vehicles are not dismantled or placed on top of one another, unless they have been crushed and are being prepared for imminent shipment off-site.

**6. COMPENSATION:** Respondent shall perform all Incident Tows on behalf of the City at no cost to the City. Respondent shall have the right to collect all monies from third persons for the retrieval of vehicles, storage, towing charges, and for any other incidental charges related to the towing of such vehicles. Respondent's towing charges must not exceed the following:

- (1) Incident Tow: \$130.00 per tow
- (2) Extra large wreckers (towage of a vehicle with a manufacturer's gross weight rating of more than 26,000 pounds): \$450.00 per tow
- (3) Dollies or flatbed (if required to complete the tow): \$50.00 in addition to the Incident Tow Fee.

- (4) Winching: \$50.00 per hour
- (5) Standby (after first 30 minutes): \$50.00 per hour
- (6) Additional Labor: \$50.00 per hour

**SECTION III  
 PROPOSAL INFORMATION**

1. **SCHEDULE OF EVENTS:** It is the City’s intention to comply with the following solicitation timeline:

<b>EVENT</b>	<b>DATES</b>
Release of RFP	August 19, 2016
Deadline for Submission of Questions	August 26, 2016, 5:00pm, (CST)
City Response to all Questions/Addendums	August 31, 2016, 5:00pm, (CST)
Closing Date for Proposal	September 14, 2016, 3:00pm, (CST)
Anticipated Contract Start Date	January 1, 2017

**NOTE: The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website.**

2. **PROPOSAL REQUIREMENTS:**

2.1. **Submission:**

- 2.1.1. Respondents shall submit one (1) evident signed “Original” and three (3) copies of the proposal including one (1) electronic copy in “CD” format and required attachments. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal for Section II, Statement of Work, Section 3. Qualifications, Section 5. Scope of Work, Technology and Attachment A – Questionnaire.
- 2.1.2. All proposals shall be received and time stamped at the City prior to September 14, 2016, 3:00 pm, Central Standard Time (CST) as specified in the Schedule of Events.

**NOTE: Late Proposal(s) will not be considered under any circumstance and will be returned unopened, if return address is provided.**

- 2.1.3. Proposal should be placed in a sealed, separate envelope/package and correctly identified with the company name, solicitation title, **CITY OF ROUND ROCK, RFP No. 16-018 – WRECKER AND IMPOUND SERVICES**, submittal closing date and time and **“DO NOT OPEN”**. It is the Respondent’s responsibility to appropriately mark and deliver the proposal to the City by the specified date and time. The City will not bear liability for any costs incurred in the preparation and submission of offers in response to this RFP.
- 2.1.4. Receipt of all addenda Addendum Acknowledgment Form (Attachment D) to this RFP should be acknowledged, signed and included in the proposal.

- 2.2. **Content:** Proposal submitted without this information may be rejected. The City reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the City. The Proposal Submittal, all Attachments, and Execution of Proposal Form (Attachment B, Proposal Submittal Form and Execution of Proposal, Paragraph 2.2.5.) shall be returned with the bid response. Failure to do so may result in disqualification.

- 2.2.1. **Company Information:** Proposal shall include the legal definition of the Respondent’s business organization (if a corporation), the state in which incorporated, the types of business ventures in which the organization is involved, and a chart of the organizational structure. If the organization includes more than one product division, the division responsible for the development and marketing of the proposed products and services shall be identified and described in detail.

Proposal should include information regarding all of the respondent's facilities and resources offered that shall contribute to the successful implementation of the proposed program including, but not limited to the following:

- 2.2.1.1. Company description;
  - 2.2.1.2. Ownership (if partnership, identify each partner);
  - 2.2.1.3. Physical address (if partnership, include address of each partner);
  - 2.2.1.4. Mailing address (if partnership, include address of each partner);
  - 2.2.1.5. Other company locations;
  - 2.2.1.6. Telephone and facsimile number;
  - 2.2.1.7. E-mail address of company's primary contact;
  - 2.2.1.8. Financial report, including latest annual report and latest quarterly report;
  - 2.2.1.9. All litigation that your company has been involved in within the last three (3) years. If the firm has been in existence less than three (3) years, identify litigation involving owners and management.
- 2.2.2. **Proposed Services:** Respondents shall include detailed information and describe how the Respondent will provide the wrecker and impound services outlined in Section II, Statement of Work, Section 3. Qualifications, Section 5. Scope of Work, Section 6. Compensation (towing charges) (and Attachment A – Questionnaire. The proposal should provide separate sections for each service provided and should be labeled with corresponding numbers for the requirements set forth in Section II, Statement of Work, Section 3. Qualifications, Section 5. Scope of Work, and Section, Technology, and Attachment A - Questionnaire. Respondents shall submit a proposal which shall contain detailed information describing services and operational concepts.
- 2.2.3. **Experience and Proposal:** Pursuant with Section II, Statement of Work outlined in 3. Respondent Qualifications, the proposal shall describe services your organization has provided that demonstrates your organization's capability to carry out the proposed services. Include a narrative overview of the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who shall be responsible for the management and day-to-day operations of the products/services solicited in this RFP. Respondent shall provide the name(s) of top management and key employees and each person's duties, including the background and experience of these employees.
- 2.2.4. **References:** Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service (**Attachment A**). Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the proposal.
- 2.2.5. **Proposal Submittal Form and Execution of Proposal:** (**Attachment B**) - This form is to be completed and returned with the proposal. It is to be signed by an authorized agent of your company. Failure to do so may result in disqualification of the Proposal.
- 2.2.6. All inquiries shall be submitted in writing by **August 26, 2016, 5:00 p.m., (CST)** to Mike Schurwon, CPPB, CTPM by e-mail at: [mschurwon@roundrocktexas.gov](mailto:mschurwon@roundrocktexas.gov) on the due date noted. The City shall NOT be responsible for failure of electronic equipment or operator error.

- 2.2.7.** All inquiries that result in written addenda to the RFP will be posted to the City's webpage on the date specified in the Schedule of Events, at the following:

<http://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>

Respondents shall acknowledge and return receipt of all addenda on **Addendum Acknowledgement Form (Attachment D)**. If respondent does not have Internet access, copies may be obtained through the point of contact listed above (2.2.6). It shall be the respondent's responsibility to periodically check the City's webpage for any updated addenda information.

- 2.2.8.** Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of the City will not answer questions or otherwise discuss the contents of the RFP with any potential respondent or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this request for proposals.

**2.3. Delivery of Proposal:**

Signed and sealed proposal shall be submitted no later than **September 14, 2016, 3:00 p.m.**, (CST), to the City by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
City of Round Rock City Hall - 1 <sup>st</sup> Floor Reception Desk 221 East Main Street Round Rock, TX 78664-5299 <b>Attn: Mike Schurwon</b> Purchaser	City of Round Rock City Hall - 1 <sup>st</sup> Floor Reception Desk 221 East Main Street Round Rock, TX 78664-5299 <b>Attn: Mike Schurwon</b> Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday	City of Round Rock City Hall - 1 <sup>st</sup> Floor Reception Desk 221 East Main Street Round Rock, TX 78664-5299 <b>Attn: Mike Schurwon</b> Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday

**2.4. Proposal Closing:**

- 2.4.1.** Proposals will be received at the City of Round Rock, City Hall – 1<sup>st</sup> Floor Reception Desk, 221 East Main Street, Round Rock, Texas 78664, until the date and time established for receipt of proposal.
- 2.4.2.** Only the names of the respondents who submitted a proposal will be made public in a manner that does not disclose the contents before an award.
- 2.4.3.** Terms will not be divulged until after award. The City considers all information, documentation, and other related submission materials to be confidential and/or proprietary before an award.
- 2.4.4.** Telephone, facsimile, or e-mailed proposals are not accepted in response to this RFP.

- 2.4.5. Responses cannot be altered or amended after opening.
- 2.4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 2.4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 2.4.8. All submitted proposal responses becomes the property of the City after the RFP submittal deadline/opening date.
- 2.4.9. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by the City.

**3. PROPOSAL EVALUATION:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria as follows:

3.1 Evaluation Criteria:	Weights:
Qualifications	50%
Scope of Work	30%
Technology	10%
Attachment A - Questionnaire	<u>10%</u>
Maximum Weight:	100%

- 3.2 An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. A request for a Best and Final Offer is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.
- 3.3 The City reserves the right to reject any or all proposal submitted, or to award to the respondent who in the City's opinion offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- 3.4 The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- 3.5 The City reserves the right to waive any minor technicality, irregularities or informalities noted in the submission process. Submission of proposal confers no legal rights upon any proposer.
- 3.6 The City reserves the right to request further documentation or information and to discuss a proposal response with any proposer in order to answer questions or to clarify any aspects of the proposal.
- 3.7 The City may develop a "short list" of qualified proposal, and may determine that the proposer(s) should submit a Best and Final Offer (BAFO). Each "short listed" proposer will be given a reasonable opportunity for discussion and revision of their proposal.

**4. SELECTION AND AWARD PROCESS:**

- 4.1** Proposal shall be scored by an evaluation committee, using the criteria shown in Section III, Proposal Information, Proposal Evaluation Paragraph 3.1. In the event an award does not occur, the process may continue until the City makes an award or terminates the process.
- 4.2** A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the Respondent's proposal.
- 4.3** Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- 4.4** An independent signed authorized contract will be sent to the successful proposer. Execution of a City of Round Rock contract is required prior to processing any payments to the awarded proposer.

**5. POST AWARD MEETING:** The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- 5.1** Provide City contact(s) information for implementation of the Agreement.
- 5.2** Identify specific milestones, goals and strategies to meet objectives.

**SECTION IV  
GENERAL TERMS AND CONDITIONS**

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **ABANDONMENT OR DEFAULT:** A Respondent who abandons or defaults on work which causes the City to purchase goods or services elsewhere may be charged the difference in cost of goods, services or handling, if any, and may not be considered in the re-advertisement of the goods or services and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed. If the respondent defaults on the contract, the City reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting respondent shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
  
2. **CANCELLATION:** The City reserves the right to cancel the Agreement for default of all or any part of the undelivered portion of the order if the Respondent breaches any of the terms hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is an addition to and not in lieu of any remedies, which the City may have in law or equity. Upon award, this contract may be cancelled, without penalty, by either party by providing thirty (30) days written notice to the other party. The City shall pay the respondent the contract price prorated for acceptable service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall not relieve the respondent of any obligation or liability that has occurred before cancellation. The respondent shall refund any balance of unused prepaid funds to the City.
  
3. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
  - 3.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
  - 3.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
  
4. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. The City shall take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
  
5. **DAMAGE CLAIMS:** The Respondent shall be responsible for damage to the City's equipment or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Respondent shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work. The respondent shall defend, indemnify, and hold harmless the City, all of its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of respondent or any agent, employee, sub-Respondent, or supplier of Respondent in the execution or performance of this contract.



**6. RIGHT TO AUDIT:**

- 6.1. The Respondent agrees that the representatives of the Office of the State Auditor or other authorized representatives of the City shall have access to, and the rights to audit, examine, or reproduce, and all records of the Respondent related to the performance under this Agreement. The Respondent shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Respondent are resolved, whichever is longer. The Respondent agrees to refund to the City any overpayments disclosed by any such audit.
- 6.2. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the City to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.

7. **TAX EXEMPTION:** The City of Round Rock is exempt from all Federal excise, State, and Local taxes unless otherwise stated in this document. The City claims exemption from all States and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemptions Certificates will be furnished upon request. Respondents shall not charge for said taxes. If billed, City will not remit payment until invoice is corrected.

**8. RESPONDENT RESPONSIBILITIES:**

- 8.1. The respondent shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the City with satisfactory proof of its compliance.
- 8.2. The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase Order and in the Respondent's response in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and Local laws, rules and regulations.

**9. AWARD OF CONTRACT:**

- 9.1. A response to a solicitation is an offer to contract with the City based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless it is accepted through an authorized signed approved City Contract.
- 9.2. This contract shall be conducted in accordance with Texas Local Government Code Chapter 252. The contract shall consist of the RFP; any questions and answers and/or addenda as a result of the submitted written questions; the Successful Respondent's response; any City request for a Best and Final Offer; any successful respondent's Best and Final offer; the Notice of Award; and any subsequent written amendments agreed to by the City and the Respondent (the "Contract Documents").
- 9.3. Any contract resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if the funding is not appropriated by the City of Round Rock. The contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.

- 9.4. This contract is void if sold or assigned to another company without written approval of the City. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City designated Project Leader(s) and Contract Administrator as soon as possible, but not later than thirty (30) days from the date of change.
10. **SPECIFICATIONS:** The services performed shall be in accordance with the purchase specifications herein. The City shall decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. The City shall decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the respondent.
11. **PATENTS OR COPYRIGHTS:** The respondent agrees to protect the City and each participating municipality from claims involving infringement of patent or copyrights.
12. **RESPONDENT ASSIGNMENTS:** The successful respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).
13. **DISPUTE RESOLUTION:** If a dispute or claim arises under an Agreement, the parties agree to resolve the dispute or claim by appropriate internal means. If the parties cannot reach a mutually satisfactory resolution, any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Respondent shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.
- City and Respondent hereby expressly agree that no claims or disputes between the parties arising out of or relating to the Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.
14. **SUBSTITUTIONS:** Substitutions are not permitted without the written approval of the City.
15. **PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the City. The respondent shall coordinate and obtain approval for the following activities, which include but are not limited to: orientation sessions, sales calls, customer user seminars, and general mailings to municipalities.
16. **PUBLIC INFORMATION ACT:** Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
17. **COMPLIANCE WITH MS4 ORDINANCE:** Respondent acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Respondent agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Respondent agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the

Respondent agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

- 18. ANTI-LOBBYING AFFIDAVIT:** By executing the response to the RFP, the Respondent agrees to the following terms and conditions of the RFP. From and after the deadline for submission of the initial response, **RFP No. 16-018 – WRECKER AND IMPOUND SERVICES** the Respondent, its employees, officials, agents, and sub-Respondents shall not communicate or attempt to communicate about this RFP and the entity's response with City personnel, the evaluation committee members, and the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP; provided, however, the entity, its employees, officials, agents, and sub-Respondents shall be allowed to participate in the City sponsored evaluation process, in the form authorized.

Further, the Respondent shall not, through indirect means of unpaid associates, volunteers, or other persons, communicate or attempt to communicate about the Respondent's response to any City personnel, the evaluation committee members, or the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP. The Respondent understands and agrees that violation of this requirement may result in rejection of its Proposal as a violation of the terms and conditions of the procurement process.

- 19. INSURANCE:** Contractor agrees to procure and maintain, during the life of this Contract the following insurance coverage:

- (1) Worker's Compensation Insurance – on behalf of itself, its partners, and all employees directly or indirectly employed by Contractor who are to provide a service under this Contract of limits no less than as required by law.
- (2) Comprehensive/Commercial General Liability:
  1. Bodily Injury Liability
    - (a) \$300,000.00 per occurrence for wreckers with a gross vehicle weight of less than 26,000 lbs.
    - (b) \$500,000.00 per occurrence for wreckers with a gross vehicle weight of 26,000 lbs. or greater.
  2. Property Damage Liability
    - (a) \$300,000.00 per occurrence for wreckers with a gross vehicle weight of less than 26,000 lbs.
    - (b) \$500,000.00 per occurrence for wreckers with a gross vehicle weight of 26,000 lbs. or greater.
  3. Total Aggregate: \$1,000,000.00

This coverage shall include all vehicles owned or non-owned that are operating under Contractor's operating permit.
- (3) Cargo/On-Hook \$50,000 per unit
- (4) Garagekeeper's Liability \$30,000 per unit

If Federal, State or local law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the applicable law. The policies of insurance shall be primary and

written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Texas. In addition, Respondent shall meet all other requirements of the City set forth at [http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

- 20. BOND REQUIREMENTS:** Contractor agrees that within ten (10) day after the execution of this Contract, Contractor shall make, execute and deliver to the City a good and sufficient Performance Bond in a form approved by the City, to secure the full, complete and faithful performance of the terms and conditions herein. Such Performance Bond shall be in the amount of one hundred thousand dollars (\$100,000.00), and shall be renewed each year thereafter throughout the term of this Contract. The Performance Bond shall be signed by the President or General Officer of the Contractor, together with the signature of the corporate secretary and the corporate seal. The surety shall be a surety company duly authorized to do business in the State of Texas; having an "A" or better rating by A.M. Best or Standard and Poors; included on the list of surety companies approved by the Treasurer of the United States of America; and acceptable to the City.
- 21. ADDITIONAL TERMS AND CONDITIONS:** In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced.

## City of Round Rock

### ATTACHMENT A QUESTIONNAIRE

Respondents must complete the following questionnaire and provided the required information on facility requirements, wreckers, personnel, and wrecker equipment as outlined below:

#### Facility Requirements:

Description of proposed Facility in detail including location, size and number of vehicles that are capable of being stored at Facility. Vehicles may not be placed on top of one another unless they have been crushed and are prepared for imminent shipment off-site.

Description of access roads.

Description of office and hours of operation.

Description of fencing, locks and type of security devices.

NOTE: Respondent's to provide a copy of VSF license with RFP response?

#### Wreckers:

Number and type of available wreckers: \_\_\_\_\_

Towing capacity of wreckers: \_\_\_\_\_

NOTE: Respondent must provide photographs of current wreckers in operation with RFP response.

#### Personnel:

Number of drivers employed and authorized to operate company wreckers: \_\_\_\_\_

Number of staff (office personnel): \_\_\_\_\_

#### NOTES:

1. Respondent's must include roster of office staff; and
2. Respondent's to specific uniform requirements for office personal including drivers for purposes of identification.

#### Equipment:

Description of towing equipment.

**City of Round Rock**

**ATTACHMENT B**  
**REFERENCE SHEET**

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**Respondent (Company):** \_\_\_\_\_

**Name (Typed / printed):** \_\_\_\_\_

**Telephone number:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the Proposal. City of Round Rock references are not applicable. References may be checked prior to contract award.

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

Description of Services: \_\_\_\_\_  
Name of Contact: \_\_\_\_\_  
Title of Contact: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

**City of Round Rock**

**ATTACHMENT C**  
**PROPOSAL SUBMITTAL FORM AND EXECUTION OF PROPOSAL**

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**By signature hereon, the Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

**RESPONDENT (COMPANY):** \_\_\_\_\_

**SIGNATURE (IN INK):** \_\_\_\_\_

**NAME (TYPED/PRINTED)** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**TELEPHONE AND FAX/SCMILE NO.:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**FEDERAL TAX IDENTIFICATION NUMBER (FIN):** \_\_\_\_\_

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract.

**ATTACHMENT D**  
**ADDENDUM ACKNOWLEDGMENT FORM**

**NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

**ADDENDA ACKNOWLEDGMENT:** The undersigned acknowledges the receipt of the following Addenda:

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Addendum #:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Respondent (Company):** \_\_\_\_\_

**Signature (in ink):** \_\_\_\_\_

**Name (Typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_