

CITY OF POTEET, TEXAS

REQUEST FOR QUALIFICATIONS
("RFQ")

for

TOWING AND WRECKER SERVICES

AT

CITY OF POTEET
CITY HALL
491 AVE H

Issued: November 1, 2022

QUALIFICATIONS Due: December 1, 2022 at 3:00 P.M.

Any QUALIFICATIONS received after this time shall be rejected and will be returned, unopened to the Respondent(s).

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I. BACKGROUND AND SCOPE OF SERVICES

The City of Poteet, Texas ("City") is seeking QUALIFICATIONS from qualified Respondent(s) to provide municipal towing and wrecker services within the City of Poteet, Texas and its extraterritorial jurisdiction (ETJ) on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five day (365) a year basis.

Respondent(s) will deliver impounded, crashed, or abandoned vehicles to the City of Poteet Impound Lot, 1304 9th Street and other locations within the City of Poteet or elsewhere, as directed by the City of Poteet Police, Fire, or Administrative Departments.

The majority of wrecker or towing services will be related to the impoundment of vehicles by the Poteet Police Department. Although the location of the vehicle impound lot may periodically change, the winning Respondent(s) will be notified of the location change in a timely manner.

The City of Poteet shall pay the winning Respondent(s) a fixed rate for all services, as outlined within Section II. The winning Respondent(s) will be required to comply with Best Management Practices for its industry and all applicable City, State, and Federal laws and comply with all changes in City, State, and Federal laws within thirty (30) days after the change is made or sooner if required by law. Changes resulting in a significant financial impact to the contractor will be considered by the City in the form of a change order or amendment to the contract if appropriate and approved by the City Council.

All disabled vehicles owned by the City of Poteet must be transported by flat bed or wheel lift to a location specified by the City of Poteet. A sling-type lift may not be used to transport any vehicles owned by the City of Poteet.

The winning Respondent(s) 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 vehicle, property, facility, or equipment.

No portion of this contract may be assigned or sublet by the winning Respondent(s) without the prior written authorization of the City Administrator or Mayor. If such permission is granted, the sub-contractor will be obligated for all charges as if the sub-contractor

were a part of the winning Respondent(s)'s company. All insurance and all regulations will be applied for the duration of the sublet.

The City of Poteet will waive any and all associated municipal permits and fees, if applicable.

II. CHARGES AND FEES

Respondent(s) shall charge fees to be paid by the City of Poteet when utilizing wrecker and towing services within the City of Poteet and its extraterritorial jurisdiction in accordance with the fees adopted in City of Poteet Ordinance No. 02022021-1. Any and all charges and fees associated with providing wrecker or towing services for vehicles owned by the City of Poteet shall be waived and considered complimentary.

Such charges and fees shall be final, and shall apply to all City of Poteet Police, Fire, Public Works, and Administrative Departments' requests for wrecker or towing services. The winning Respondent(s) will not be allowed to charge additional monies for distance or for make / model of vehicle within the City of Poteet's corporate City limits or its ETJ, unless specified below:

CATEGORY OF WRECKER	DESCRIPTION	UNIT PRICE
1 21' Flat bed/ Self-Loader	Rate charge for towing vehicles up to and including 25 feet in length (light duty) within City. Indicate hourly or flat rate.	\$100 flat rate/ unit
2 21' Flat bed	Rate charge for towing vehicles greater than 25 feet (medium duty) in length within City. Indicate hourly or flat rate.	\$125 flat rate/ unit
3	Rate charge for towing heavy-duty vehicles (i.e. commercial trailers, tractors, etc.) within City. Indicate hourly or flat rate.	
4 21' Flat bed/ Self-Loader	Per mile charge for towing vehicles located outside the City's ETJ up to the corporate City limits.	\$4 per mile

CATEGORY OF WRECKER	DESCRIPTION	UNIT PRICE
	Rate charge identified under Item Nos. 1 or 2 would apply upon reaching City's ETJ.	
5 21' Flat bed/ Self-Loader	Rate charge, if applicable, for towing recreational vehicles, such as motorcycles, within City. Indicate hourly or flat rate.	\$100 Flat rate/ Unit
6 21' Flat bed/ Self-Loader	Rate charge for towing vehicles on a tilt bed. Indicate hourly or flat rate.	\$100 Flat rate/ Unit
7 21' Flat bed/ Self-Loader	Rate charge for off-road and / or winch-out recovery. Indicate hourly or flat rate.	\$150/Hr.+ Applicable tow fee listed above
8	Rate charge for towing vehicles on a heavy-duty wrecker. Indicate hourly or flat rate.	
9 21' Flat bed/ Self-Loader	Rate charge to disconnect and reconnect drive shaft. Indicate hourly or flat rate.	\$45 flat rate/ unit + Applicable tow fee listed above.
10 21' Flat bed/ Self-Loader	Rate charge to upright vehicles. Indicate hourly or flat rate.	\$225 Flat rate/ unit + applicable tow fee listed above
11	Tandem axle diesel tractor, including driver.	
12	Heavy duty supervisor.	
13	Landoll trailer or flat bed service.	

CATEGORY OF WRECKER	DESCRIPTION	UNIT PRICE
14	53' or 48' tandem axle enclosed dry box trailer or refrigerated trailer, including cleanout charge.	
15	Air cushion.	
16	Tanker air bag.	
17	Emergency response box trailer.	
18 21' Flat bed/ Self-Loader	16' to 20' flat bed trailer.	\$100 Flat rate/ unit
19	Emergency response fuel recovery trailer.	
20 21' Flat bed/ Self-Loader	Skid loader.	\$150 Flat rate/ unit
21 21' Flat bed/ Self-Loader	Skid loader w/ broom attachment.	\$150 Flat rate/ unit
22	Roll-off box.	
23	Vacuum truck (80 to 167 barrels).	
24	Dump truck (12 to 40 yds.).	
25	Backhoe; Extend-a-hoe.	
26	Backhoe: 4-wheel drive extend-a-hoe.	
27 21' Flat bed/ Self-Loader	Backhoe.	
28	Equipment mobilization and demobilization for skid loader, skid loader with broom attachment, roll-off box, vacuum truck, dump truck, backhoe,	

CATEGORY OF WRECKER	DESCRIPTION	UNIT PRICE
	extend-a-hoe, and 4-wheel drive extend-a-hoe.	
29 21' Flat bed/ Self-Loader	Torches.	\$250 Flat rate
30 21' Flat bed/ Self-Loader	Auxiliary lighting and power plants.	\$100 Flat rate
31	Saws, all varieties.	
32	Lumper fees.	
33	Dollie fees.	
34	Please indicate any additional rates / charges / fees / or proposed reimbursements to the City on a separate sheet of paper. Rates / charges / fees not included within the Respondent(s)'s QUALIFICATIONS shall not be charged to the City of Poteet at any time during the contract period.	

Winning Respondent(s) shall prepare and maintain a monthly log of the following information and submit such log with applicable invoicing. No invoices will be paid by the City until such logs are included with invoicing:

1. Location vehicle towed.
2. Date and time vehicle towed.
3. Make and model of vehicle towed.
4. License plate number.
5. Vehicle Identification Number.
6. Time of dispatch.
7. Time arrive at site of tow.
8. Time leaving site of tow.
9. Category of tow truck used for tow.

III. TERM OF CONTRACT

The term of the contract shall be for a period not to exceed one (1) year, with two extensions of one year each if agreed by the City and the Respondent(s) at the discretion of the City. City reserves the right to terminate this Agreement in whole or in part without cause upon 30 days' notice to Respondent(s) or immediately upon breach of any term or provision of this Agreement by Contractor.

IV. QUALIFICATIONS REQUIREMENTS

Respondent(s)'s QUALIFICATIONS shall include the following items in the following sequence:

- A. RESPONDENT(S) QUESTIONNAIRE: Complete and submit Section II. Charges and Fees and RFQ Attachment A, Respondent(s) Questionnaire.
- B. PROPOSER'S CERTIFICATION: Complete and submit RFQ Attachment B, Proposer's Certification.
- C. STATEMENT OF BUSINESS RESPONSIBILITY: Complete and submit RFQ Attachment C, Statement of Business Responsibility.
- D. LITIGATION DISCLOSURE FORM: Complete and submit RFQ Attachment D, Litigation Disclosure Form.
- E. INSURANCE REQUIREMENTS: Respondent(s)s shall submit a copy of their current insurance certificate(s) as RFQ Attachment E, Insurance Requirements.
- F. INDEMNIFICATION REQUIREMENTS: Complete and submit RFQ Attachment F, Indemnification Requirements.
- G. SIGNATURE PAGE: Complete, sign, and submit RFQ Attachment G, Signature Page.

Respondent(s) is expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein, and respond completely. Attach additional pages as necessary. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT(S)'S QUALIFICATIONS BEING DEEMED NON-RESPONSIVE AND, THEREFORE, DISQUALIFIED FROM CONSIDERATION.

V. AMENDMENTS TO RFQ

Changes or amendments to this RFQ may be posted on the City's website www.poteettx.org. It is Respondent(s)'s responsibility to review this site and ascertain whether any amendments have been issued or posted prior to submission of a QUALIFICATIONS. A Respondent(s) who does not have access to the Internet must notify the City that the Respondent(s) wishes to receive copies of amendments to this RFQ by mail or fax.

VI. SUBMISSION OF QUALIFICATIONS

- A. Respondent(s) shall submit three (3) original copies, signed in ink, of the QUALIFICATIONS clearly marked on the front of the package "City of Poteet Municipal Towing and Wrecker Services."
- B. All QUALIFICATIONSs must be received by the City Administrator no later than 3:00 p.m., Central Time, on December 1, 2022 at the address below. **Any QUALIFICATIONS received after this time shall be rejected and will be returned, unopened to the Respondent(s).** Respondent(s)s should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt by the City Administrator by the deadline for submission. Therefore, Respondent(s)s should strive for early submission to avoid the possibility of rejection for late arrival.

Physical Address: City Administrator
City of Poteet, Texas
491 Ave. H

Mailing Address: City Administrator
City of Poteet, Texas
P.O. Box 378
Poteet, Texas 78065

QUALIFICATIONS sent by facsimile or email will not be accepted.

- C. All provisions in Respondent(s)'s QUALIFICATIONS, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a QUALIFICATIONS is accepted, throughout the entire term of the contract.
- D. All QUALIFICATIONS shall become the property of the City upon receipt and will not be returned unless rejected as stipulated in section VII(B). Any information deemed to be confidential by Respondent(s) 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(s) may not be considered confidential under Texas law, or pursuant to a Court order.

- E. Any cost or expense incurred by the Respondent(s) that is associated with the preparation of the QUALIFICATIONS or during any phase of the selection process shall be borne solely by Respondent(s).

VII. EVALUATION CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all QUALIFICATIONSS received in response to this RFQ. Each QUALIFICATIONS will be analyzed to determine overall responsiveness and qualifications under the RFQ. Criteria to be evaluated may include the items listed below.

If the City elects to conduct interviews, Respondent(s) may be interviewed and re-evaluated based upon these same criteria. The City may also request additional information from Respondent(s) at any time prior to final approval of a selected Respondent(s). The City reserves the right to select one, or more, or none of the Respondent(s) to provide services. Final approval of a selected Respondent(s) is subject to action by the City Council.

QUALIFICATIONSS should be organized to clearly address the following Respondent(s)'s criteria:

1. Experience
2. Technical competence
3. Capability to perform.
4. Past performance
5. Reputation
6. Quality of goods or services
7. Past relationship, if any, with the municipality
8. Experience with public-sector clients
9. Understanding of the functional and operational requirements of a towing or wrecker service
10. Current workload and staff size
11. Positive responses of references
12. Explanation of service capabilities and response time

VIII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFQ.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose QUALIFICATIONS is deemed most advantageous to City, as determined by the City Council.
- C. City may accept any QUALIFICATIONS in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFQ on the part of City.
- D. **City reserves the right to accept one or more QUALIFICATIONSS or reject any or all QUALIFICATIONSS received in response to this RFQ and to waive informalities and irregularities in the QUALIFICATIONSS received.** City also reserves the right to terminate this RFQ and reissue a subsequent solicitation and/or remedy technical errors in the RFQ process.
- E. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance, as required in this RFQ and the Contract. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the winning Respondent(s) and commence negotiations with another Respondent(s).
- F. This RFQ does not commit City to enter into a Contract, award any services related to this RFQ, nor does it obligate City to pay any costs incurred in preparation or submission of a QUALIFICATIONS or in anticipation of a contract.
- G. If selected, Respondent(s) will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. Independent Contractor. Respondent(s) agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent(s)'s actions and that none of the parties hereto will have authority to bind the others or to hold out to third parties that it has such authority.
- J. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek

to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Secretary not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for QUALIFICATIONSs or bids, correspondence, or another writing related to a potential agreement with the City. The conflict-of-interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Secretary. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Secretary, P.O. 378 Box INSERT, Poteet, TX 78065. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Secretary, City of Poteet, City Hall, 491 Ave. H Poteet, Texas 78065. Respondent(s) should consult its own legal advisor for answers to questions regarding the statute or form.

IX. SCHEDULE OF EVENTS

The following is a list of projected dates / times with respect to this RFQ:

RFQ Issue Date

November 1, 2022

Final Questions Accepted

November 15, 2022

QUALIFICATIONS Due

December 1, 2022 at 3:00 P.M. CST

RFQ ATTACHMENT A

RESPONDENT(S) QUESTIONNAIRE

PART A - GENERAL INFORMATION

Respondent(s) Information: Please provide the following information regarding the Respondent(s) and any Co-Respondent(s).

NOTE: Co-Respondent(s)s are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondent(s) and should not be identified here.

Respondent(s) Name:
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:
Business Structure: Circle the business structure of the Respondent(s).

Individual or Sole Proprietorship. If circled, list Assumed Name, if any:

Partnership.

Corporation. If circled, circle one:
For-Profit Nonprofit
Circle one:
Domestic Foreign
Other. If circled, list business structure:

Printed Name of Contract Signatory:
Title:

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

Name:
Address:
City: State: Zip Code:
Telephone No.: Fax No.:
Email:

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

Yes No

Is Respondent(s) authorized and/or licensed to do business in Texas?

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

Where is the Respondent(s)'s corporate headquarters located?

Local Operation: Does the Respondent(s) have an office located in Atascosa County or Poteet, Texas?

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

a. How long has the Respondent(s) conducted business from its Atascosa County or Poteet, Texas office?

Years _____ Months _____

b. State the number of full-time employees at the Atascosa County or Poteet office.

County Operation: If the Respondent(s) does not have an Atascosa County or Poteet office, does the Respondent(s) have an office located in Bexar County, Texas?

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

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

Years _____ Months _____

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

Debarment/Suspension Information: Has the Respondent(s) 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.

Surety Information: Has the Respondent(s) 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.

Bankruptcy Information: Has the Respondent(s) 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.

Provide proof of valid TDLR current license do business in the State of Texas.

Provide any other names under which Respondent(s) has operated within the last 10 years.

PART B - OPERATIONAL REFERENCES

Reference No. 1:

Name:
Title:
Firm:
Address:
Telephone No.:
Email:
Nature of Association:
Reference No. 2:

Name:
Title:
Firm:
Address:
Telephone No.:

Email:
Nature of Association:

Reference No. 3:

Name:
Title:
Firm:
Address:
Telephone No.:
Email:
Nature of Association:

PART C - EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. If Respondent(s) is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent(s)'s qualifications and experience in providing towing or wrecker services contemplated by this RFQ. Include the following in your response:
 - a. Number of years engaged in providing services. Respondent(s) must be in continuous operation for at least three years.
 - b. Number of entities served.
 - c. List relevant operation and management experience for municipalities of similar size and scope by including the following:
 - i. Name and location/address for each.
 - ii. Service offered.
 - iii. Average annual volume; and
 - iv. Length of time and reason(s) for leaving or closing business, if applicable.
 - d. Key Management Personnel. Describe experience of key management personnel to be assigned and actively involved in the management and operation of the proposed Fueling Station. Include brief resumes for each, listing relevant experience, licenses, certifications, associations, specialized training, etc.
 - e. If Respondent(s) is proposing as a team or joint venture, describe the rationale for selecting the team and the extent

to which the team members or joint venturers have worked together in the past.

- f. Provide a complete list of towing and wrecker service equipment, including manufacturer, date of manufacture, and lien holders for equipment, if applicable. Specifically identify if you have Category A, B or C Wreckers.
- g. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent(s)'s qualifications.

PART D - PROPOSED PLAN

Prepare and submit the following items.

- 1. Maintenance Plan. Describe Plan to ensure maintenance of equipment throughout term of the contract.
- 2. Additional Information. Provide any additional plans and/or relevant information about Respondent(s)'s approach to providing the required services.

RFQ ATTACHMENT B

Proposer's Certification

I have carefully examined the Request for QUALIFICATIONS and any other documents accompanying or made part of the Request for QUALIFICATIONS.

I agree to abide by all conditions of this Request for QUALIFICATIONS.

I certify that all the information contained in this QUALIFICATIONS is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this QUALIFICATIONS on behalf of the Respondent(s) as its act and deed and that the aforementioned firm is ready, willing, and able to perform all required services, if awarded the contract.

I further certify, also, that this QUALIFICATIONS is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm, or corporation submitting QUALIFICATIONSS for the same product or service. Further, I certify that no officer, employee, or agent of the City of Poteet or any other proposer interested in said QUALIFICATIONS has been lobbied. Moreover, the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Signature

Date

Printed Name of Business

Printed Name & Title

Address

City / State / Zip Code

Phone

RFQ ATTACHMENT C

Statement of Business Responsibility

Name of Business:

Business Address:

Business Phone: E-mail:

Contact Name:

Business Classification (check all that apply):

Individual Corporation Partnership

Name of Owner:

Federal ID / Social Security Number:

Does firm have insurance as specified below: Yes: No:

If no, describe differences.

1. Worker's Compensation - Statutory requirements and benefits.
2. Business Automobile Liability - \$500,000 Combined Single Limit.
3. Commercial General Liability Insurance with a limit not less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Broker Name:

Broker Phone / E-Mail:

Are any claims pending against the insurance policies?

Yes: No:

During the last five years, have you been subject to bond forfeiture, litigation, or claims above 10% of the project value? If yes, please attach an explanation.

Yes: No:

Has firm been in bankruptcy, reorganization, or receivership in the last 5 years?

Yes: ___ No: ___

Has firm been disqualified by any public agency from public contracts?

Yes: ___ No: ___

Has firm operated at least three years without interruption?

Yes: ___ No: ___

Is there any potential conflict of interest?

Yes: ___ No: ___

If yes, please explain. Please submit Conflict of Interest form.

Yes: ___ No: ___

I certify that the answers to the above questions are true and correct to the best of my knowledge, and that I am authorized to make the certification.

Signature

Date

Printed Name and Title

RFQ ATTACHMENT D

LITIGATION DISCLOSURE FORM

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

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or greater than a Class C misdemeanor?

Yes No

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

Yes No

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

Yes No

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

RFQ ATTACHMENT E

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFQ, Respondent(s) shall be required to comply with the insurance requirements set forth below:

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent(s) shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "Municipal Towing and Wrecker Services" in the Description of Operations block of the Certificate and name the City of Poteet as an "additional" or "other" insured. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

C) A Respondent(s)'s financial integrity is of interest to the City; therefore, subject to Respondent(s)'s right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent(s) shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent(s)'s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

1. Worker's Compensation - Statutory requirements and benefits. (Please explain you level of responsibility)
2. Each towing vehicle must carry a minimum sub-limit of liability of \$500,000.00 (Five hundred thousand and 00/100 dollars) combined single limit coverage for Bodily Injury or Property Damage to be increased as necessary to meet or exceed statutory requirements. Each Tow truck must further provide cargo, on-hook or similar type insurance in the minimum amount of \$10,000.00 (Ten thousand and 00/100 dollars) with a deductible of not more than \$1,000.00 (One thousand and 00/100 dollars). Each tow truck with a Gross Vehicle Weight over 26,000 pounds must carry a minimum \$500,000.00 (Five hundred thousand and 00/100 dollars) combined single limit coverage for Bodily Injury or Property Damage to be increased as necessary to meet or exceed statutory requirements and cargo insurance in the minimum amount of \$25,000.00 (Twenty-five thousand and 00/100 dollars) with a deductible of not more than \$1,000.00 (One thousand and 00/100 dollars). All such policies must endorse the City as additional named insured and Contractor expressly agrees to keep such policies-in full force and effect for the duration of this contract or while qualified to operate under this Agreement.

D) It is the responsibility of the Respondent(s), if awarded this contract, to immediately notify the City of the cancellation of any insurance coverage required by this contract or of a change of insurance broker, carrier, or insurer.

E) In the event of a claim against the Contractor, it is expressly understood, that neither Contractor nor its insurers will seek to avoid liability on the grounds that Contractor was engaged in the exercise of a governmental function.

RFQ ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

RESPONDENT(S) covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and its elected officials, employees, officers, directors, volunteers and representatives, individually and 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 CITY directly or indirectly arising out of, resulting from or related to RESPONDENT(S)'S activities under this Agreement, including any acts or omissions of RESPONDENT(S), any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT(S), and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT(S) AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

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

RFQ ATTACHMENT G

SIGNATURE PAGE

The undersigned certifies that he/she is authorized to submit this QUALIFICATIONS on behalf of the entity named below:

Respondent(s) Entity Name:

Signature:

Printed Name:

Title:

(NOTE: If QUALIFICATIONS is submitted by Co-Respondent(s), an authorized signature from a representative of each Co-Respondent(s) is required. Add additional signature blocks as required.)

Co-Respondent(s) Entity Name:

Signature:

Printed Name:

Title:

By signature(s) above, Respondent(s) agrees to the following:

1. If Respondent(s) is a corporation, Respondent(s) will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
2. If awarded a contract in response to this RFQ, Respondent(s) will be able and willing to comply with the insurance and indemnification requirements set out in RFQ Attachments E & F.
3. If awarded a contract in response to this RFQ, Respondent(s) will be able and willing to comply with all representations made by Respondent(s) in Respondent(s)'s QUALIFICATIONS and during QUALIFICATIONS process.
4. Respondent(s) has fully and truthfully submitted a Litigation Disclosure form, RFQ Attachment D, with the understanding that failure to disclose the required information may result in disqualification of QUALIFICATIONS from consideration.
5. Respondent(s) agrees to fully and truthfully submit Respondent(s) Questionnaire, Proposer's Certification, and Statement of Business Responsibility forms (RFQ Attachments A, B, and C) and understands that failure to fully disclose requested information may result in disqualification of QUALIFICATIONS from consideration or termination of contract, once awarded.