



CITY OF FRISCO BEST VALUE BID NO. 2208-093

TOWING SERVICES

**BIDS ARE DUE TO THE OFFICE OF THE
DIRECTOR OF ADMINISTRATIVE SERVICES
PRIOR TO:**

SEPTEMBER 2, 2022 @ 2:00PM CT

NO LATE SUBMITTALS WILL BE ACCEPTED.

VIRTUAL BID OPENING:

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 469-445-0737,478278413# United States, Dallas
(877) 366-1298,478278413# United States (Toll-free)

Phone Conference ID: 478 278 413#

Questions are to be sent to

purchasing@friscotexas.gov prior to:

August 25, 2022 @ 4:00PM CT

**Bids must be supplied on CD or
flash drive along with an original
or submitted electronically via**

Bonfire,

<https://friscotexas.bonfirehub.com>.

For CD/flash drive and hard copy
submittals, deliver or mail to:

CITY OF FRISCO

DANIEL FORD

**DIRECTOR OF ADMINISTRATIVE
SERVICES**

6101 FRISCO SQUARE BLVD

FRISCO, TX 75034

For additional information concerning this bid please contact:

Daniel Ford, CPPO, CPPB, NIGP-CPP
Director of Administrative Services
dford@friscotexas.gov
972 292 5545

Allye Potter, CTDC, CTCM
Senior Buyer
apotter@friscotexas.gov
972 292 5546



BEST VALUE BID NUMBER 2208-093 TOWING SERVICES

BIDDER MUST SUBMIT ORIGINAL BID PLUS A DIGITAL COPY ON CD OR FLASHDRIVE TO FACILITATE EVALUATION UNLESS SUBMITTING ELECTRONICALLY THROUGH BONFIRE.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

The bid documents are available through Bonfire and vendors may register at <https://friscotexas.bonfirehub.com/portal>. Note that bids must be received on Bonfire by the due date and time in order to be considered. Any bid that is not received on time will not be considered. Submitting bids via the Bonfire website is not mandatory, hard copy and cd/flash drive submittal in accordance with these bid specifications will also be accepted. Bid submissions and registration are free of charge, for more information on being a vendor visit the vendor portal at the link provided above.

BIDS MUST BE RECEIVED ON SEPTEMBER 2, 2022 BY 2:00 PM CT BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on September 2, 2022 at 2:05 PM CT in Room C116.

Write the best value bid number, 2208-093, name of bid, *TOWING SERVICES*, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. **INSTRUCTIONS:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. **FORM:** Bidders must submit, in the manner and quantity listed above, the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the required copies may result in the bid being declared non-responsive to specification and may not be further evaluated. When the option is available, electronic submission through Bonfire will satisfy these requirements.
3. **PRICING:** Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. **ERROR-QUANTITY:** Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. **F.O.B./DAMAGE:** Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. **DELIVERY PROMISE-PENALTIES:** Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. **BIDDER SHALL PROVIDE:** With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn

after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope. When the option is available, electronic submission through Bonfire will satisfy this requirement.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this solicitation.
12. ADDENDA: Any interpretations, corrections or changes to this solicitation and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. Any addenda will be posted publicly to the City of Frisco's website. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail or carrier, internet connectivity, website issues, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the notice of intent to award. Unless otherwise provided

by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted in the same manner as your bid. Any electronic submittals will require the vendor to provide the original hard copy within three (3) business days of the notification of intent to award. Any bid submitted without bid bond or cashiers/certified check, where required, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: All invoices must reference the City of Frisco's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to the City Frisco, Accounts Payable, 6101 Frisco Square Blvd., 4th Floor, Frisco, TX 75034 (accountspayable@friscotexas.gov). Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.

39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
43. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
44. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates

Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

45. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
46. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.
47. **STORMWATER REQUIREMENTS:** Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the current City of Frisco Storm water Ordinance (11-11-52). These BMPs include:
 - Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
 - Implementing standard operating procedures (SOPs) for spill prevention and cleanup.
 - Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
 - Implementing proper material handling BMPs for transportation and storage.
 - Implementing proper waste disposal BMPs.
48. **CERTIFICATE OF INTERESTED PARTIES (FORM 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the

commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

Filing Process:

Within ten days of being notified of award of a contract by the City of Frisco, the successful vendor (business entity) must use the Texas Ethics Commission's web application, <https://www.ethics.state.tx.us/File/>, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be provided to the City of Frisco Purchasing division (**within 10 days of being notified of award of a contract**).

The City of Frisco is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

49. PROPRIETARY DATA - Bidder may, by written request, indicate as confidential any portion(s) of a bid that contain proprietary information, including manufacturing and/or design processes exclusive to the vendor. The City of Frisco will protect from public disclosure such portions of a bid unless directed otherwise by legal authority including the existing Texas Public Information Act.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted after award. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)

Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: PHONE (A/C No. Ext): FAX (A/C No.): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED Your Company Name Here Address of Insured Address of Insured		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>				WC STATUS: <input type="checkbox"/> T <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER**CANCELLATION**

City of Frisco 6101 Frisco Square Blvd. Frisco, Texas 75034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

Authorized Signatory (*Officer or representative vested with the powers to commit the organization to a binding agreement*):

Name: _____ Title: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of twenty-five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least twenty-five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other:
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, _____.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, _____.

Notary Public in and for the State of _____
My commission expires: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ**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

Contract Risk Assessment Questionnaire
Required Submittals

1. Has your business/company/organization filed for bankruptcy within the last five (5) years?
Yes ☐ No ☐ If so, please enclose details.
2. Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance?
Yes ☐ No ☐ If yes, please enclose details.
3. Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
Yes ☐ No ☐ If yes, please enclose details.
4. In the last five (5) years has there been or is there now pending any litigation, arbitration, governmental proceeding or regulatory proceeding involving claims in excess of \$100,000 with respect to the performance of any services or the provision of any product by your business/company/organization?
Yes ☐ No ☐ If yes, please enclose details.
5. Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
Yes ☐ No ☐ If no, please enclose details.
6. In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency?
Yes ☐ No ☐ If yes, please enclose details.
7. In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency?
Yes ☐ No ☐ If yes, please attach a full explanation.
8. In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector?
Yes ☐ No ☐ If yes, please enclose details.
9. In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license?
Yes ☐ No ☐ If yes, please enclose details.

10. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
Yes ☐ No ☐ If "yes," identify on a separate signed page the person or persons convicted, the court (the City if a state court, the district or location of the federal court), the year and the criminal conduct.
11. In accordance with Chapter 2270 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott Israel; and (b) will not boycott Israel during the term of any contract with City?
Yes ☐ No ☐
12. In accordance with Chapter 809 of the Texas Government Code, do you certify that your business/company/organization (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of any contract with City?
Yes ☐ No ☐
13. In accordance with Chapter 2274 of the Texas Government Code, do you certify that your business/company/organization does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate against a firearm entity or firearm trade association during the term of any contract with the City? Yes ☐ No ☐

Signature

THE UNDERSIGNED HEREBY CERTIFIES THAT THE RESPONSES PROVIDED ARE CORRECT AND TRUTHFUL TO THE BEST OF MY KNOWLEDGE AND FOR THOSE RESPONSES GIVEN WHICH ARE BASED ON INFORMATION AND BELIEF, THOSE RESPONSES ARE TRUE AND CORRECT BASED ON MY PRESENT BELIEF AND INFORMATION. THE UNDERSIGNED HEREBY AGREES ON BEHALF OF HIS/HER BUSINESS/COMPANY/ORGANIZATION THAT THE CERTIFICATIONS SET FORTH IN SECTIONS 11-13 ABOVE SHALL BE INCORPORATED INTO ANY CONTRACT WITH THE CITY.

Dated this _____ day of _____ of the year _____

Name of organization: _____

Signature: _____

Printed name and title: _____

BIDDER REMINDER LIST:**REQUESTED PRICING/DOCUMENTATION INCLUDED?****ORIGINAL PLUS DIGITAL COPY INCLUDED, UNLESS SUBMITTING THROUGH BONFIRE?****ALL BLANKS COMPLETED ON THIS FORM?****COMPLETED COMPANY PROFILE/REFERENCES?****COMPLETED SIGNATURES?****Schedule of Events**

Public Notification/Advertisement	August 14, 2022	
	August 21, 2022	
Deadline for Submitting Questions and Equivalent Requests	August 25, 2022	4:00 PM CT
Bids Due	September 2, 2022	2:00 PM CT

Questions concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

BEST VALUE BID 2208-093 TOWING SERVICES

GENERAL

The City of Frisco is soliciting Best Value Bids for an annual contract for City-wide Towing Services. Services include vehicular towing, operation and maintenance of a vehicle impound and storage facility, and all accounting and record keeping services required by law for this service.

All services provided must be in compliance with the City's towing regulation ordinance Chapter 90 Article IX. Please see Exhibit B attached for reference.

CONTRACT TERMS

The initial term of this agreement shall be for a period of one (1) year commencing October 1, 2022. The City shall have the right and option to extend the contract on the same terms and conditions for up to four (4) optional one (1) year renewal terms. Contracts are extended upon mutual agreement of both Vendor and the City. In the event that a contract is not extended at the renewal term, the contract may be renewed month-to-month until the extension is completed. The parties further agree that the City may cancel and terminate the contract upon a thirty (30) day written notice to the vendor.

The City reserves the right to award this bid to a single vendor or to a primary and secondary contractor for award. A secondary contractor may be secured as an alternative to be utilized in emergency situations in the event that the primary contractor is unable to respond as needed.

EVALUATION CRITERIA

This is a Best Value Bid. The City will evaluate the following criteria, weighted below to show their relative importance, in considering award of this bid:

- | | |
|---|------------|
| - Price | 40% |
| - Services Offered | 20% |
| - Adequacy of Storage Facility | 15% |
| - Adequacy of Equipment List | 15% |
| - References and Past Experience with the City of Frisco | 10% |

Note: The City of Frisco reserve the right to conduct site visits of all storage facilities before finalizing award of this contract.

SCOPE OF WORK

- The City of Frisco has a frequent need to tow vehicles and/or other equipment. Some examples include:
 - o Vehicles located at the scenes of accidents
 - o Vehicles abandoned on public roadways
 - o Vehicles removed as part of code enforcement actions
 - o Occasional immobile City vehicles
 - o Vehicles impounded as a result of arrest by the Police Department
- Towing needs will include Police Department tows, as well as any other general towing needs of the City. Towing will be requested from the Contractor on an as-needed basis.
- Contractor shall, at all times, perform and provide the services to the City as set forth herein prior to performing and/or providing any of the same or similar services to any other person or entity.

Towing Service Requirements:

- The Contractor, when directed to do so by an authorized representative of the City of Frisco, will tow, as directed, from public or private property and public streets.
- Tows will be taken to a location as approved by the authorized representative.
- The Contractor will be responsible for the towing, removal, and retrieval of the below to be performed on major highways, primary and secondary roadways, and off-road areas in all types of environmental and physical conditions to include but may not be limited to:
 - o Towing vehicles or combination of vehicles up to 10,000 lbs. Gross Vehicle Weight Rating (GVWR)
 - o Towing vehicles or combination of vehicles between 10,001 and 26,000 lbs. GVWR
 - o Towing vehicles or combination of vehicles over 26,001 lbs. GVWR
 - o Towing large tractor rigs
 - o Towing motorcycles
 - o Winch vehicles
 - o Upright rollovers

- The Contractor will be responsible for removing all debris from the scenes of vehicular accidents.
- **All tow truck operators assigned to work for the City of Frisco must currently hold the Incident Management Tow Operator License.**
- The Police Department shall have exclusive jurisdiction in response to an accident or arrest involving a non-consent tow, in removing vehicles from the scene of such involvement by Contractor; however, requests by any private citizen in a consent tow or otherwise, shall not affect the rotation schedule.
- The Police Department shall keep a log of every call received under this Agreement.
 - o The log shall indicate the date, the time of the call, the disposition of the vehicle towed and the date and time of such disposition.
 - o If a listed Contractor cannot furnish a wrecker upon being called by the Police Department the next Contractor listed shall be called and the pertinent information noted on the log.
- The Police Department shall make a list of contents of the vehicle towed by the Contractor.
 - o This list will be completed on the Police Department's vehicle impound sheet.
 - o This impound sheet will be signed by the officer completing it and the Contractor.
 - o A copy will be retained by the Police Department for future reference and one copy shall be given to the Contractor.
- The City shall not be responsible for the payment of towing and/or storage charges of any vehicle not owned by the City, and the Contractor may demand payment from the owner of the charges incurred in accordance with the schedule described in this Agreement before releasing any vehicle.

Vehicle Storage Service Requirements:

- The Contractor will be required to provide Vehicle Storage Services as follows:
 - o Provide fenced and secure storage for all vehicles.
 - o Provide segregated, enclosed, secure storage for vehicles held as criminal evidence accessible only by the City of Frisco Police Department personnel, 24 hours a day, 7 days a week.
 - o Segregate all City of Frisco vehicles from all other vehicles and make all vehicles fully accessible.
 - o Provide "read-only" access to impound management systems to City of Frisco Police Department personnel.

- Contractor will not charge a storage fee to citizens for vehicles that are stored for purposes of criminal investigations.
- **Note: The City will only accept a single, flat fee on vehicles stored for purposes of criminal investigation.**
- The Contractor will auction vehicles according to, and in compliance with all Vehicle Storage Facility statutes.

Reporting Service Requirements:

- The Contractor will be required to provide monthly accounting reports to the City of Frisco to include the following:
 - The number of vehicles towed at the request of the City of Frisco
 - The number of vehicles towed at the request of private owners as a result of a call by the City of Frisco
 - The number of City owned vehicles towed
 - Reports on towed vehicles must note the time that the call was received by the Contractor and the time that the Contractor arrived at the scene
 - If required by law, the number of vehicles auctioned as a result of a towing request issued by the City of Frisco.
 - The report should include the date of sale, VIN, license plate number, year, make, model, and body style of the vehicle.
 - Proceeds from auction of vehicles
 - Locations where vehicles are towed when not taken to the storage facility
- Monthly reports are to be electronically transferred to the City of Frisco Police Department via email.
- Contractor agrees that at any time during business hours and as often as City deems necessary, Contractor shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date the Agreement is terminated, or for such other or longer period, if any, as may be required by law.

Additional Services to be Provided to the City:

- The Contractor will be responsible for resolving any disputes with vehicle owners after taking possession of the vehicle.
 - o Contractor shall, upon receiving a complaint from any source claiming damage to a vehicle or its contents towed by a tow truck operator the operator, submit a written report to the Chief of Police or his designee within twenty-four (24) hours after receipt of such complaint.
 - o Such report shall contain all facts pertinent to the claim or the complaint presented
- The Contractor must provide telephone access 24/7/365 to allow for dispatching of calls for service
 - o **Preference will be given to a direct-dial number that is answered by a person.**

Equipment Requirements:

- **Vehicle Certificate of Title numbers shall be provided to the City prior to the start of the contract.**
- **A copy of the Certification of Registration issued by TDLR shall be provided to the City prior to the start of the contract.**
- Contractor agrees to maintain wrecker equipment with the following requirements:
 - o Be not less than one ton and be equipped with booster brakes and dual rear wheels.
 - o Be equipped with a power winch, winch line, boom (flatbeds require no boom) and lifting capacity of not less than 8000 pounds, which must be a factor-rated lifting capacity.
 - o Carry as standard equipment safety chains, fire extinguisher (a minimum of five pounds), crow bar or wrecking bar at least 36 inches in length, broom designed for pushing with a 18 inch head and a handle at least 36 inches in length, shovel with a flat edge at least nine inches wide and a handle of at least 36 inches, an axe, road flares or reflective triangles, a container for carrying glass and debris, string, rope or straps suitable for securing doors, hoods, trunks, etc., and a towing dolly (flatbed shall be excluded on towing dolly).
 - o Wreckers will be equipped with outside rearview mirrors, one on each side of the vehicle.
- Each heavy-duty tow truck must comply with the requirements in subsection (a) of this section unless this subsection specifies a different requirement.
 - o Each heavy-duty tow truck must not be less than 2 ½ tons.

- Each heavy duty tow truck shall be equipped with a power-operated winch, winch line and boom, with a factory-rated lifting capacity of not less than thirty-two thousand (32,000) pounds, single-or double-line capacity.
- Carry as standard equipment safety chains, fire extinguisher (a minimum of ten pounds) crow bar or wrecking bar at least 36 inches in length, broom designed for pushing with a 18 inch head and a handle at least 36 inches in length, shovel with a flat edge at least nine inches wide and a handle of at least 36 inches, an axe, road flares or reflective triangles, a container for carrying glass and debris, string rope or straps suitable for securing doors, hoods, trunks, etc.
- Towing dollies are not required.
- Wreckers will be equipped with outside rearview mirrors, one on each side of the vehicle.
- An emergency warning light device shall be mounted on the wrecker, amber in color, alternately flashing or rotating, mounted as high as possible and as far to both left side and right side as possible, so as to be visible to the front and rear of the vehicle at all times when in operation.
 - The warning device should be in operation from the time the tow truck arrives at the scene until the time of departure.
 - The warning devices (amber) may be used, if necessary, for departure at the scene during travel to the storage facility, using the most expedient route.
 - At no time shall a tow truck display a red light to the front of the vehicle.

RESPONSE TIME

The contractor must be capable of providing guaranteed response time not to exceed thirty (30) minutes for light duty and forty-five (45) minutes for heavy-duty tows. The Contractor must maintain a ninety-five (95) percent average on-time arrival throughout the term of the contract.

IMPOUND/STORAGE LOTS

- The storage facility must be staffed 24 hours a day, 7 days a week.
- The City prefers that the storage facility have video surveillance of the entire lot.
- The City desires import or storage lots to be within fifteen (15) minutes or less commuting distance of the City of Frisco.
- Contractor wreckers and storage facilities shall be inspected by the City on an annual basis during the term of this Agreement.

- Chief of Police or his designee may inspect all storage yards owned or operated by the Contractor without notice.

The Contractor must supply a complete list of impound/storage lots that will be utilized by the City of Frisco, and the capacity of each facility.

Please use the Impound/Storage Lot Information form on page 31 to provide a complete list of impound/storage lots and their capacity.

EQUIPMENT LIST

The Contractor must supply a list of the towing equipment owned and operated that will be used to perform the requirements of the contract.

Please use the Contractor's Equipment List form on page 32 to provide a complete list of equipment.

CONTRACTOR STANDARD OF CONDUCT

- Contractor shall conduct themselves in a dignified and respectable manner and shall be courteous to the public and shall follow directions of the investigating officers as to the disposition of vehicles to be moved or towed to a place of storage.
- Contractor shall ensure that while lifting a vehicle in preparation for towing that all other persons are kept a safe distance away from the tow truck and vehicle to be towed.
 - o A safe distance is at least twice the distance between the end of the boom and the hook up point on a vehicle or twice the distance of the cars being lifted, whichever is greater.
 - o If a hydraulic lift is being used a safe distance is twice the distance to which the lift arm is extended.
- Contractor shall ensure that all of its tow truck drivers are trained in safety procedures to, among others, protect the public, any and all property and themselves.
 - o In this connection, Contractor shall have training sessions for all of its drivers to update them in proper safety procedures.

COMPLIANCE WITH ABANDONED MOTOR VEHICLE ACT

Compliance with Abandoned Motor Vehicle Act -Contractor agrees to comply with all guidelines set forth in the Texas Abandoned Motor Vehicle Act, Tex. Transportation Code, Chapter 683, as amended.

REQUESTED INFORMATION

- Executive Summary and Company Overview

- Include an Executive Summary briefly stating the proposer's understanding of the work to be done and the proposer's ability to meet the City's goals and objectives.
 - Provide a narrative overview of your company, discussing its structure, longevity, and primary business. Include the following:
 - Total number of tows executed over the past five (5) years
 - Total number of fleet accidents over the past five (5) years
 - Average response time from receipt of call to arrival on scene.
 - Information regarding all contract accounts over the past five (5) years, including, at a minimum, a name of account, dates of service, contact name, contact telephone, and reason for termination of contract, if applicable.
- **Please complete this list using the Exhibit A: References form on page 34-35.**

- Services Offered

- Please provide a narrative on the following:
 - Risk management plan for accident prevention and protection of employees and the public
 - A complete description of your firm's employee training program
 - Statement regarding adherence to all applicable laws and ordinances
 - Statement of agreement to tow abandoned or junked vehicles and the method of disposal of these vehicles
 - Statement regarding how accident debris will be removed from an accident location or on any occasion where the Contractor is called out and debris removal is necessitated due to the event
 - A list of all drivers that will be operating Contractor's equipment for the City of Frisco.
- The list must include, at a minimum, the following:
 - The driver's full name

- Level of certification/license
- Number of years employed with the proposer
- Type of background and/or vetting process used to hire these employees
- Note: The City reserves the right to request additional information for the purpose of conducting further investigation of driver history
- During the contract term, an updated list must be provided as Contractor personnel changes.
- A complete physical description of the storage facility, how the facility is secured, and maintenance of the facility
- Statement describing the accessibility to the storage facility by the public and the City of Frisco personnel
- Statement of the hours an attendant will be on-site at the storage lot and the hours that administrative personnel will be on-site.
- Description of the enclosed storage building that will be provided for storing and processing criminal evidence vehicles, and the method for making this storage accessible only to City of Frisco Police Department officials
- Statement regarding the method in which the City of Frisco towed vehicles will be segregated from other vehicles stored by the Contractor.
- **Please complete the following:**
 - Unit Price Bid Form (page 30)
 - Impound/Storage Lot Information (page 31)
 - Contractor's Equipment List (page 32)
 - Exhibit A: References (page 34-35)



BID FORM
BVB 2208-093
TOWING SERVICES

Price provided includes all costs associated with each unit.

Item No.	Description	Unit Price Per Tow
1	Vehicle(s) / Combination of Vehicles up to 10,000 lbs. GVWR	/ Tow
2	Vehicle(s) / Combination of Vehicles 10,001 to 26,000 lbs. GVWR	/ Tow
3	Vehicle(s) / Combination of Vehicles over 26,001 lbs. GVWR	/ Tow
4	Other Items (i.e. Dumpsters, Boats, Trailers, etc.)	/ Tow

Please provide any other charges and/or fee schedules for the City to review (or a separate City fee schedule may be attached):



IMPOUND/STORAGE LOT INFORMATION

BVB 2208-093
TOWING SERVICES

Lot Name	Physical Address	Capacity



CONTRACTOR'S EQUIPMENT LIST

BVB 2208-093
TOWING SERVICES

Make	Model	Year	Capacity



SIGNATURE FORM

2208-093
TOWING SERVICES

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

EXHIBIT A: REFERENCES

REFERENCE 1		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Dates of Service:		
Reason for Termination of Contract (if applicable):		
REFERENCE 2		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Dates of Service:		
Reason for Termination of Contract (if applicable):		
REFERENCE 3		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Dates of Service:		
Reason for Termination of Contract (if applicable):		

REFERENCE 4		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Dates of Service:		
Reason for Termination of Contract (if applicable):		
REFERENCE 5		
Entity Name:		
Contact Name:		
Address:		
City:	State:	Zip code:
Phone Number:		Email:
Dates of Service:		
Reason for Termination of Contract (if applicable):		

EXHIBIT B:
City of Frisco Towing Regulation
Chapter 90 Article IX

ARTICLE IX. TOWING REGULATIONS

Sec. 90-236 Purpose

To protect the health, safety and general welfare of the residents of the city and to preserve and protect functionality and integrity of the city's roads, streets and highways by the regulation of vehicle tow services in the city. (Ordinance 09-08-46, sec. 2(90-226), adopted 8/18/09)

Sec. 90-237 Definitions

For purposes of this article, when not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular, and words in the singular include the plural, and the use of any gender shall be applicable to all genders whenever the sense requires. Words not defined in this article shall be given their common and ordinary meaning.

Consent tow means any tow of a motor vehicle by the owner or operator of the motor vehicle or by a person who has possession, custody, or control of the motor vehicle. The term does not include an incident management tow or a private property tow.

Incident management tow means any tow of a motor vehicle in which the tow truck is summoned because of a traffic accident or to an incident.

Motor vehicle means a vehicle subject to registration under the Certificate of Title Act, Texas Transportation Act, Chapter 501, as amended, or any other device designed to be self-propelled or transported on a public highway and/or which may be attached to a trailer or other similar device.

Non-consent tow means any tow of a motor vehicle that is not a consent tow, including an incident management tow and a private property tow.

Police department means the chief of police, supervisors, police officers and dispatchers of the city police department only.

Private property tow means any tow of a motor vehicle authorized by a parking facility owner without the consent of the owner or operator of the motor vehicle.

Vehicle storage facility means a garage, parking lot, or other facility owned or operated by a person other than a governmental entity for storing or parking ten or more motor vehicles per year.

Wrecker or tow truck means a truck-mounted crane or A-frame, with either power of mechanical boom and hoist, or winch and hoist, or any combination thereof, which motor vehicle is commonly used to move, tow and convey wrecked and disabled motor vehicles, vehicles, trailer or semitrailers, or both, from the scene or site of a wreck, motor vehicle accident or collision and has a permit issued by the state department of licensing and regulation.

Wrecker contractor means a wrecker operator who has entered into an agreement for services with the city for police-directed tows.

Wrecker operator or tow truck operator means any person who owns or operates a wrecker within the corporate limits of the city, who is regularly engaged in the business of repairing, rebuilding, storing, wrecking, selling or trading wrecked and disabled motor vehicles, vehicles, trailers or semitrailers, or both and has a license issued by the state department of licensing and regulation.

(Ordinance 09-08-46, sec. 2(90-227), adopted 8/18/09)

Sec. 90-238 Providing for non-consent towing by the city

No person shall provide wrecker service to the city without first executing an agreement therefore with the city. Provided, however, nothing in this section shall prohibit the city from utilizing the services of noncontract wreckers for towing services originating outside the corporate limits of the city. (Ordinance 09-08-46, sec. 2(90-228), adopted 8/18/09)

Sec. 90-239 Maximum rates

Maximum rates for wrecker services provided to the city shall be specified in the agreement and shall comply with applicable state law. (Ordinance 09-08-46, sec. 2(90-229), adopted 8/18/09)

Sec. 90-240 Agreement for wrecker service

The city shall have the power and authority to prepare requirements for wrecker operators, which shall be set forth in the agreement described in section 90-238. Upon execution of the agreement, the wrecker contractor shall respond upon request of the city to the scene or site of any wreck, motor vehicle accident or collision occurring within the corporate limits of the city, or to any other scene or site at which the services of a wrecker are required by the city. (Ordinance 09-08-46, sec. 2(90-230), adopted 8/18/09)

Sec. 90-241 Inspection

The police department shall have authority to inspect all wreckers belonging to a wrecker contractor to ensure the wrecker operators' continued compliance with the terms of the agreement and state law. (Ordinance 09-08-46, sec. 2(90-231), adopted 8/18/09)

Sec. 90-242 Dispatch by police generally

It shall be unlawful for any wrecker operator or driver to proceed to the scene or site of a wreck, motor vehicle accident or collision, or follow any ambulance or police car which is traveling in response to a report of a wreck, motor vehicle accident or collision, unless such wrecker has been duly, legally dispatched to the scene or site by the city police department or has been requested to come to the scene by a party involved in the wreck, motor vehicle accident or collision. (Ordinance 09-08-46, sec. 2(90-232), adopted 8/18/09)

Sec. 90-243 Promulgation of additional requirements

The chief of police shall have authority to promulgate other reasonable rules, regulations and requirements as may become necessary to ensure that the wrecker contractor protects the motor vehicle and their contents. (Ordinance 09-08-46, sec. 2(90-233), adopted 8/18/09)

Sec. 90-244 Private property tows

A wrecker operator that intends to remove a motor vehicle from a parking facility in accordance with V.T.C.A., Transportation Code ch. 684 may not tow a motor vehicle to a vehicle storage facility more than 15 miles outside of the city corporate limits. (Ordinance 09-08-46, sec. 2(90-234), adopted 8/18/09)

Sec. 90-245 Tow truck operator and vehicle storage facility's duty to report after towing or accepting unauthorized vehicle

A tow truck operator towing a motor vehicle and a vehicle storage facility accepting a motor vehicle that is towed under this chapter shall, within 30 minutes after towing from the parking facility or receiving the motor vehicle, report to the city police department in which the parking facility is located:

- (1) A general description of the motor vehicle;
- (2) The state and number of the motor vehicle's license plate, if any;
- (3) The vehicle identification number of the motor vehicle, if it can be ascertained;
- (4) The location from which the motor vehicle was towed; and
- (5) The name and location of the vehicle storage facility where the motor vehicle is being stored.

The report required by this section must be made by telephone or delivered personally or by facsimile.

(Ordinance 09-08-46, sec. 2(90-235), adopted 8/18/09)

Sec. 90-246 Reports to city police department of towing pursuant to lienholder's request

(a) Whenever a wrecker operator tows, transports or otherwise takes a motor vehicle pursuant to a request by a lienholder incident to a lawful repossession, the wrecker operator taking the motor vehicle shall make a verbal report to the city police department within 30 minutes of the time of picking up the motor vehicle, which shall include the following information:

- (1) The license plate number of the repossessed motor vehicle;
- (2) The motor vehicle identification number of the repossessed motor vehicle;
- (3) The year, make, model and color of the repossessed motor vehicle;

(4) The name, address and telephone number of the lienholder who requested the taking of the motor vehicle;

(5) The state license plate number of the auto wrecker used, and the name and Texas drivers license number of the wrecker driver; and

(6) The location from which the motor vehicle was towed, the date and time that the motor vehicle was picked up and the name, street address and telephone number of the place to which the motor vehicle was taken for storage.

(b) The chief of police shall designate a telephone number for the filing of oral reports under this section.

(Ordinance 09-08-46, sec. 2(90-236), adopted 8/18/09)

Secs. 90-247–90-254 Reserved