

**CITY OF CASTLE HILLS
REQUEST FOR PROPOSALS**

**WRECKER SERVICE & VEHICLE STORAGE
WITHIN THE CITY OF CASTLE HILLS, TEXAS**

Notice is hereby given that proposals will be received at the Castle Hills City Hall, 9375 Corporate Drive, Castle Hills, Texas 78213, on or before 5:00 p.m., December 28, 2021, for a contract to provide wrecker service and vehicle storage, in accordance with the City of Castle Hills, specifications and contract documents. The City of Castle Hills has the goal of establishing a wrecker service and vehicle storage agreement with a company who is properly licensed, insured, and bonded, according to the Laws of the State of Texas and City of Castle Hills. A complete copy of the Requests for Proposals is available on the City website: cityofcastlehills.com under News and Announcements section of the homepage.

Proposals shall be addressed and delivered to:

City of Castle Hills
Attn: Z. Tedford, City Secretary
9375 Corporate Drive
Castle Hills, Texas 78213

Any respondent that wishes its proposal to be considered is responsible for making certain the proposal is received by the proper time. Proposals received after the deadline will be returned unopened. Proposals must bear original signatures and figures. No electronic or facsimile proposals or modifications will be considered.

Any questions concerning this RFP should be addressed in writing to City of Castle Hills, Attn: Zina Tedford, 209 Lemonwood Drive, Castle Hills, Texas, 78213, or ztedfprd@castlehills-tx.gov. The company's name and contact information must be included with the question. The City reserves the right to not reply to questions. If the City elects to reply to a question, the question and the City's reply will be posted on the City website under the News and Announcements section of the homepage. Proposals should provide a straightforward and concise description of the respondent's capabilities to satisfy the requirements of this request.

**Request for Proposals
For
Wrecker Service and Vehicle Storage within the City of Castle Hills, Texas**

Section 1 - General Information

The City of Castle Hills is currently under contract with a private company for the provision of wrecker vehicle storage services. In order to ensure the public trust, the City Council has determined that it is appropriate and necessary to request proposals from qualified, interested companies to provide these services upon the completion of the current service contract. The City of Castle Hills hopes to satisfy its current needs while also accomplishing:

- Timely and efficient removal and storage of all vehicles deemed abandoned, disabled, or inoperable by the owner/operator(s) in a safe, lawful manner
- Safe, timely service and execution of the duties and responsibilities in removal of vehicles on public property
- Accurate and efficient keeping of all service, impoundment and storage records

Section 2. Preliminary Schedule

Deadline for RFP responses to be received by the City is 5:00 p.m. on December 28, 2021.

Selection / award of a wrecker service and vehicle storage company is expected to be made at the January 11, 2022 Castle Hills Regular Monthly City Council Meeting.

Section 3. Description of Project

The City of Castle Hills is seeking proposals from qualified Respondents to provide municipal towing, wrecker, and vehicle storage services within the City of Castle Hills, Texas on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five (365) day per year basis.

Any contract shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The Respondent must be able to provide all labor, vehicles, equipment, and material to execute duties and responsibilities of any agreement as directed by the City Administrator or his/her designated representative. These services include but are not limited to:

- Removing from public streets, ways, or other public property in the City, of any vehicles which have been abandoned, involved and disabled in a collision, parked in violation of a City Ordinance, or subject to the control of a driver who is incapable of safely operating the vehicle.
- Providing a safe location for the storage of any aforementioned vehicles until such time as the City of Castle Hills, the vehicle owner, or representative of the company shall release or remove the vehicle in accordance with all applicable laws and statutes of the State of Texas and City of Castle Hills.
- Maintaining accurate records, inventories, financial activities pertaining to services completed on behalf of the City of Castle Hills as required by all applicable laws and statutes of the State of Texas and City of Castle Hills.

Proposals should be organized to address the specific needs and requirements herein outlined. Respondents are encouraged to recommend modifications to these tasks or to identify any additional services that are seen as necessary or desirable to provide a quality service.

1) LICENSING REQUIREMENTS

The Respondent must provide and maintain a valid license at all times. Valid licenses required include vehicle storage facility license, a valid towing license, and appropriate certification and inspections as may be required by local ordinance or State law for all facilities or equipment operated by the Respondent.

2) SERVICE & EQUIPMENT REQUIREMENTS

Respondent must maintain available at all times at least three (3) light duty wreckers and one (1) larger chassis equipped with a minimum of 20,000-pound power driven winch with extendable boom. The Respondent must also maintain at all times one (1) heavy duty truck, minimum five (5) ton rating with a minimum of 50,000-pound power driven winch.

a. Backup

Respondent must maintain backup equipment to be dispatched by the Company in the event of equipment failure or excessive workload.

b. Equipment Information Sheet

Winning Respondents must provide a list of all vehicles that will be used during towing of vehicles in the City as follows:

1. Make;
2. Model;
3. Year;
4. GV W/R Type: Wrecker, HD Wrecker, Tilt Bed Wrecker, Trailer; and,
5. Winch capacity.

3) STORAGE FACILITY REQUIREMENTS

Respondent shall have available and maintain a secure area for the storage of impounded vehicles in accordance with the Texas Department of Licensing and Regulation (herein, the "TDLR") guidelines. The facility must have a current Vehicle Storage Facility license from the TDLR that must be maintained throughout the duration of the contract, if awarded.

4) PERSONNEL REQUIREMENTS

Respondent must maintain sufficient personnel on staff to perform all duties and responsibilities outlined in the contract, if awarded. The Respondent must also obtain all clearances from the Castle Hills Police Department on all wrecker operations. Any driver whose Incident Management Tow License is revoked is not authorized to operate under any awarded contract resulting from this RFP. The City reserves the right to disqualify any respondent or terminate any contract for failure to disclose this information or if it receives knowledge of a revocation. All drivers must be certified in accordance with the Texas Department of Licensing and Regulation Incident Management Towing Operator requirements.

5) AVAILABILITY

The Respondent shall be able to provide and maintain a telephone system that is operated in person twenty-four (24) hours a day and respond to the location as directed by the Police Dispatcher within twenty (20) minutes after notification by Police Dispatcher, and thirty (30) minutes with heavy duty wrecker for heavy duty equipment towing. City-owned vehicle or assist calls other than Police business must have a thirty-five (35) minute response time. All requirements for availability and response time include weekends and holidays.

6) INSURANCE, BOND, & LIABILITIES

Respondent(s) must maintain at all times during the terms of any awarded agreement liability insurance in coverage limits no less than \$1,000,000.00/\$2,000,000.00 for bodily injury and \$500,000.00 for property damage with a carrier or carriers acceptable to the City. Said insurance shall name the City as an additional insured party and be primary. Evidence of required coverage shall be furnished to the City prior to performance under any awarded agreements.

Respondents shall provide a performance bond in the amount of ten thousand dollars (\$10,000.00) upon awarded of contract, and shall continue such bond in effect throughout the term of the awarded agreement. Evidence of the same shall be provided.

Respondent(s) must pay all taxes, license fees or other debts which are now owed the City or any other governmental entity or that will become due in the future. The City reserves the right to disqualify any Response to this RFP if the Respondent is deemed to be in violation of this stipulation.

7) RECEIPT FOR VEHICLE REQUIREMENTS

Respondent shall provide each vehicle owner or agent at the scene a receipt verifying transportation and/or storage of vehicle. The receipt will contain at least the following information:

- a. Case Number – As assigned by the police officer;
- b. Identification of the vehicle, to include Vehicle Identification Number;
- c. Identification of the driver/owner;
- d. Date/Time/Location of the occurrence;
- e. Destination; and,
- f. Notation of whether or not there is a “hold” on the vehicle.

8) RECORDS & INVENTORY REQUIREMENTS

a. Records

Winning Respondents shall maintain books and records reflecting its operations in accordance with generally acceptable accounting principles. Such books and records, together with any other documentation necessary for verification of Respondent's compliance with the terms of any awarded agreement, shall be open and available for inspection by the city at a reasonable time. Impoundment fees, towing and storage charges will be reviewed by the City each ninety (90) days for compliance with approved charges.

b. Inventory Requirements

Winning Respondent(s) shall provide the Chief of Police a monthly inventory of all vehicles which are in an impoundment status. The inventory log shall include case number, invoice number, vehicle and registration information, date and time of impoundment, hold status to include date of release, name of person releasing vehicle and current amount of storage fees assessed and any release dates.

c. Wrecker Slip Information

Winning Respondents must provide the following information on each wrecker slip:

1. Customer Name;
2. Date, Time of Tow (Arrive & Departure);
3. Requested by and phone number;
4. Year, make, model, color, and FULL VIN (no partial);
5. License Plate number (if available);
6. Pickup location;
7. Delivery to location;
8. Total charge to include any special requirements, equipment, additional charges and/or fees, etc., other than standard bid pricing; and,
9. Indicate vehicle status (POLICE HOLD and Release Authorized & Date).

Section 4. Evaluation Process

The City of Castle Hills will score and rate each response based on quality, flexibility, and cost.

1) QUALITY & FLEXIBILITY

- a. Overall quality, customer service, location and facilities the company owns, types of equipment used, and capabilities.
- b. Is the business based in Castle Hills? Are the company's locations in close proximity to Castle Hills? How much employee time would be spent on service visits?

2) COST

Cost to provide all services outlined in this request, as well as any other costs that may be incurred as a result of the acceptance of a proposal.

Section 5. Submittal Requirements

Interested firms are invited to submit proposals that contain the following information:

1) INTRODUCTION & EXECUTIVE SUMMARY

- a. Provide the company's name and business address; year established; type of ownership and parent company, if any; the project manager's name and experience; and contact information for the project manager, including telephone number, cellular phone number, fax number, and email address.
- b. In the Executive Summary, highlight the major facts and features of the proposal, including any conclusions, assumptions and recommendations.

EXPERIENCE, STRUCTURE & PERSONNEL

Provide a company profile with information including:

- a. Company ownership, the state in which the company was formed and the date of formation;
- b. Location of the company offices;
- c. Number of employees, both locally and nationally;
- d. Location(s) from which employees will be assigned;
- e. Name, address and telephone number of the firm's point of contact for a contract resulting from this RFP and a company background, history and why the proposer is qualified to provide the services described in this RFP; and,
- f. Any other information you believe makes your work superior to that of other firms

2) CHARGES & FEES

Respondent must post prominently in Respondent's place of business a current list of fees as approved by the City.

Respondent shall provide the following information for each maximum fee that may be charged for towing service and vehicle storage:

- a. Towing of light weight vehicles = up to 10,000 lbs.;
- b. Towing of medium weight vehicles = 10,001 to 26,000 lbs.;
- c. Towing of heavy weight vehicles = 26,001 lbs. or greater;
- d. Towing of motorcycles;
- e. Rate/Fee changes based on associated with time of day or night, days of the week, or holidays;
- f. Towing of city owned or leased vehicles;
- g. Mileage charge per mile inside and outside the city;
- h. List all specialty equipment or service fees such as removal of drive shaft, use of dolly, vehicle removal prep, fuel charges, Hazmat, excessive clean up, etc. (to include flat rate or hourly);
- i. Daily storage fee for vehicles on Police hold evidence (include maximum charge, if any);
- j. Daily storage fee for vehicles not on Police hold, if any;
- k. Release of vehicle (normal business hours and non-business hours); and,
- l. Please list and provide information for any other charges/fees not listed in this section.

3) RESPONDENT'S REFERENCES

Respondents should provide contact information for a minimum of three similar clients (ideally, local governments) as references. The City of Castle Hills may contact and evaluate the references; contact any Respondent to clarify any response; contact any users of a Respondent's services; solicit information from any available source concerning any

aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The City of Castle Hills, at its sole discretion shall determine the appropriate weight and significance of any evaluation criteria.

4) **CONFLICTS OF INTEREST**

Please submit a statement describing any potential conflict of interest or appearance of conflict of interest that could be created by providing services to the City of Castle Hills. Indicate if the firm has ever had a prior contract with any governmental entity terminated for any reason, and provide an explanation. Indicate any pending litigation and/or regulatory action by any oversight body or entity and explain what impact, if any, such litigation or action could have on the firm's ability to serve as the wrecker and vehicle storage provider to the City of Castle Hills.

Section 6. Selection of Wrecker and Vehicle Storage Services

Award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City of Castle Hills may negotiate a contract with any other proposer or withdraw the RFP.

1) **AWARD SELECTION PROCESS**

Selection of qualified Respondents will be based on the City of Castle Hills's sole determination as to how well proposals meet the City of Castle Hills's needs. Additional questions may be asked of Respondents. The City of Castle Hills reserves the right to reject all proposals.

2) **CANCELLATION OF SOLICITATION**

The City of Castle Hills may cancel this solicitation at any time.

3) **COMPLIANCE WITH LAWS**

All proposals shall comply with current federal, state, local and other laws relative thereto.

4) **EXPERIENCE AND COMPETENCY**

The successful Respondent shall be skilled and regularly engaged in the type of work specified. Consideration will be given not only to the financial standing but also to the general competency of the Respondent for the performance of the work specified in the contract documents.

5) **RESPONDENT MODIFICATIONS**

Any Respondent who wishes to make modifications to a proposal already received by the submittal deadline must withdraw the proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Respondent's authorized representative, executed and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Respondent to ensure that modified or withdrawn proposals are resubmitted before the submittal deadline.

6) **PROPOSAL, REJECTION OF**

The City of Castle Hills reserves the right to reject any or all proposals or any part of a proposal. The City of Castle Hills reserves the right to reject the proposal of any Respondent that previously failed to perform adequately for the City of Castle Hills or any

other governmental agency. The City of Castle Hills expressly reserves the right to reject the proposal of any Respondent who is in default on the payment of taxes, licenses or other monies due to the City of Castle Hills.

7) RESPONDENT IS SOLE POINT OF CONTACT

The successful Respondent will designate its primary and secondary points of contact. The City of Castle Hills will look solely to the successful Respondent for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Respondent shall not be relieved for the nonperformance of any or all subcontractors.

8) SELL OR ASSIGN

The successful Respondent shall not have the right to sell, assign or transfer any rights or duties under any contract entered into as a result of this RFP without the specific written consent of the City of Castle Hills.

9) SIGNATURES

An individual who is authorized to bind the Respondent must sign the proposal.

10) WITHDRAWAL OF PROPOSAL

Authorized representatives of a Respondent may withdrawal proposals only by written request received by City Secretary Zina Tedford before the proposal submittal deadline. No proposals or responses may be withdrawn or modified after the proposal submittal deadline.