CITY OF SANDY OAKS, TEXAS

REQUEST FOR PROPOSALS
FOR TOWING AND IMPOUND SERVICES

City of Sandy Oaks
22870 Priest Road
22870 Priest Rd
Sandy Oaks, Texas 78112
210-607-0834

Deadline: December 14, 2026, 5:00 p.m.

CITY OF SANDY OAKS, TEXAS
TOWING AND IMPOUND SERVICES
REQUEST FOR PROPOSALS

I. INTRODUCTION

The City of Sandy Oaks, Texas ("City") is seeking proposals for vehicle towing and storage services, including all accounting and record-keeping services required by law for this service and other services described in this Request for Proposal ("RFP"). The City has a need to tow vehicles from the scene of crashes, vehicles abandoned on a public roadway, vehicles removed as part of code enforcement actions, impounding of vehicles as a result of arrest by the Sandy Oaks Police Department ("SOPD"), and towing of City-owned vehicles on occasion. The Respondent shall comply with the Texas Towing Act as defined by the Texas Occupations Code Chapter 2308, Vehicle Towing. Electronic submissions, Hard copies, or flash drive proposals must be received by the City Secretary either by mail or by delivery at 22870 Priest Road, Sandy Oaks, Texas 78112 **by 5:00 p.m. on December 14, 2026**. Electronic submissions as permitted by this RFP may be emailed to City Secretary at citysecretary@cityofsandyoaks.com by the deadline using the subject "Response to Towing and Impound RFP."

Questions concerning the request for proposals should be addressed to: Michael Martinez, Jr., Mayor at mayor@cityofsandyoaks.com or 210 870-0219 by the deadline indicated below.

II. SCOPE OF SERVICES REQUIRED

The selected Respondent will be required, at a minimum, to comply with the terms and conditions set forth in this RFP and to operate a Vehicle Storage Facility ("VSF") in compliance with the Texas Towing Act, Texas Transportation Code and all other local, state, and federal laws that apply to the operations of the VSF. The selected Respondent will be required to process all state required records checks and notifications, collect all appropriate fees, process release of vehicles stored at its VSF, establish chain of custody for vehicles used in evidence, and oversee the auctions of abandoned vehicles stored at its VSF. Additionally, Respondent shall ensure all services provided for vehicles towed on public roadways is performed in compliance with the Texas Towing Act, Texas Transportation Code, and all other applicable local, state, and federal laws. Selected Respondent shall be responsible for providing the following towing and related services. It is anticipated a contract will be for one year with one to four additional year options.

A. Towing Services

1. Arrival at scene of all calls for service within 20 minutes.
2. Towing, removal, and retrieval of the below to be performed on primary and secondary roadways, and off-road areas in all types of environments and physical conditions:
    a) Tow vehicles under 10,001 lbs. GVW
    b) Tow vehicles between 10,001 and 26,000 lbs. GVW
    c) Tow vehicles over 26,000 lbs. GVW
    d) Tow large tractor rigs
    e) Tow motorcycles
    f) Tow trailers
    g) Winch vehicles
    h) Upright rollovers
3. Respondent shall:
    a) Tow all wrecked vehicles or any other vehicle to its VSF as directed by the Sandy Oaks Police Department.

b) Tow all non-wrecked/non-damaged vehicles and/or other vehicles to its VSF.

4. Remove all debris (glass, oil, fuel, vehicle parts etc.) from scene of vehicular crashes.
5. Respondent shall establish a drug testing policy for towing operators in compliance with Sec. 2308.158 of the Texas Occupations Code or provide proof of an existing compliant program.
6. Respondent must ensure:
    a) Tow services are provided for all towing requests within City limits, or, in some Circumstances, outside City limits but within Bexar County.
    b) Operate twenty-four hours a day, seven days a week.
    c) Comply with all local, state, and federal laws.
    d) Deploy properly licensed drivers in accordance with Texas Occupation Code Title 14, Chapter 2308.
    e) Not require, request and/or accept any commission or gratuity of any kind from automobile dealerships, repair facilities/body shops, and/or insurance companies in connection with any City tow.
    f) Maintain Light and Medium Duty Wreckers to provide safe and efficient wrecker services to the Sandy Oaks Police Department and the City.
    g) Maintain Heavy Duty Wreckers and equipment to provide safe and efficient wrecker services to the Sandy Oaks Police Department and the City.
    h) Complete tire changes, battery jumps, and light duty tows free of charge for all City vehicles, when needed.
    i) Make wreckers and special equipment available for inspection when requested by Sandy Oaks Police Department and/or authorized City personnel.

B. Vehicle Storage

Vehicle storage services to be provided as follows:

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

vehicles to be held and/or impounded and any other aspects of the VSF operations.

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

C. Reporting

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

1. The number of vehicles towed at the request of the City.
2. The number of City owned vehicles towed.
3. A comprehensive list of vehicles impounded at the request of the City.
4. Location where vehicles are towed: Respondent's VSF or other location.

D. Fee Collection

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

1. Provide a number of alternative means for citizens to pay fees to include credit and debits cards.
2. Collect impound fees, notification fees, and storage fees plus taxes in appropriate amounts. Charge no fees to the City for City vehicles and property that may be placed in the VSF.
3. Charge no fees for vehicles and property placed in the VSF that are subject to seizure, have an active hold as evidence, including vehicles and property the Sandy Oaks Police Department may direct to be relocated from the VSF.
4. Charge no fees for roadside services provide for City vehicles, to include tire changes and/or removal.
5. Remit all taxes collected in a timely manner to the State, County and City as required.

E. Security

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

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

III. BIDDING INSTRUCTIONS

All proposals shall be submitted to and all other correspondence shall be directed as follows: Electronic submissions, hard copies, or flash drive proposals must be received by the City Secretary either by mail or by delivery at City Hall, 22870 Priest Road, Sandy Oaks, Texas 78112 indicating "Response to Towing and Impound RFP." Electronic submissions may be emailed to City Secretary at citysecretary@cityofsandyoaks.com. The City is not responsible for any proposals that may not be delivered to recipient inboxes due to size or reason.

Due Date - All proposals must be received no later than 5:00 p.m. CDT on December 14, 2026. Respondents shall provide one (1) digital copy on flash drive or email for submission to the address identified above.

All proposals become the property of the City of Sandy Oaks upon receipt and will not be returned to the submitter. Any cost or expense incurred by the submitting company that is associated with the preparation or selection process of the proposal shall be borne solely by said company.

Inquiries and Interpretations: Responses to inquiries which directly affect an interpretation or change to this proposal will be issued in writing by the City staff as an addendum and emailed to all parties recorded by the City as having received a copy of the proposal. All such addenda issued by the City prior to the time proposals are received shall be considered part of the proposal, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its proposal.

Only those inquiries the City replies to by writing shall be binding. Oral and other interpretations or clarifications will be without legal effect.

IV. SUBMITTAL REQUIREMENTS

Respondent shall have verifiable experience, qualifications, knowledge, and reliably perform the Scope of Services herein described.

A. Description of Respondent

Include and answer the following questions in your response under this section.

1. Respondent full legal name and name(s) that Respondent is doing business, the principal address, telephone number and point of contact for this response, including name and title.
2. The name and title of the person who will handle the City's account, including business address, telephone number and email address and a short bio on the person handling the account.
3. The business structure of the Respondent, e.g., individual or sole proprietorship, partnership, corporation, domestic or foreign, for-profit or non-profit.
4. Does Respondent expect any mergers, transfers or organization ownership changes, management reorganization, or departure of key personnel in the next 12 months?
5. Is Respondent authorized and licensed to do business in Texas. If yes, list authorization and licenses.
6. Does Respondent have an office in Bexar County, Texas? If yes, how long has Respondent operated the office in Bexar County.
7. Has Respondent or any of its principals been disbarred or suspended from contracting with any public entity? If yes, explain.
8. Has the Respondent had a bond or surety canceled or forfeited? If yes, explain.
9. Has Respondent ever declared bankruptcy or filed for protection from creditors under state or federal proceedings.
10. List any other names under which Respondent has operated within the last 10 years?
11. List at least 3 references including the name, address, phone number, email and point of contact that the City may contact regarding your response to this RFP. Include a brief description of the type of services you provide to contact.

B. Description of Services

Provide the following:

1. Description of Towing Services as specified in the Scope of Services Required, Section II to include, but not be limited to the following:
    a. Statement regarding priority of the City of Sandy Oaks calls and the minimum response time to arrive on scene after notification;
    b. A description of the size and type of total fleet;
    c. Statement regarding the minimum number of trucks available at all times, including heavy duty tow trucks and equipment on each truck;
    d. Statement of plan for accident prevention and protection of employees and public;
    e. Statement regarding adherence to all applicable laws and ordinances;
    f. A complete legal and technical description of each truck in Respondent's fleet that will service the City of Sandy Oaks;
    g. Statement of agreement to tow abandoned or junked vehicles;
    h. Statement regarding how accident debris will be removed from an accident location or on any occasion where the Respondent is called out and debris removal is necessitated due to the event; and
    i. Statement of drug testing policy for towing operators.

2. Description of Vehicle Storage Services as specified in Scope of Services Required, Section II to include, but not be limited to the following:
    a. Description of the physical location of the storage facility, mailing address, and the proximity to the Sandy Oaks Police Department, 22870 Priest Road, Sandy Oaks, Texas 78112.
    b. A complete physical description of the storage facility, how the facility is secured, maintenance of the facility, and a schematic drawing of the storage lot indicating the number of slots and the location of those slots for parking of vehicles towed for the City;
    c. Statement describing the accessibility to the storage facility by the public and City personnel;
    d. Statement of hours an attendant will be on-site at the storage lot and the hours administrative personnel will be on-site; and
    e. Statement of means for resolving disputes with vehicle owners.

3. Description of Reporting Services as specified in Scope of Services Required, Section II to include, but not be limited to the following:
    a. Statement describing the inventory and record keeping process the Respondent will utilize and the day of each month a report will be submitted to the City; and
    b. Statement of availability for Police or City Personnel to inspect and audit books, accounts, and records.

4. Description of Fee Collection Services as specified in Scope of Services Required, Section II to include, but not be limited to the following:

a. Statement describing the alternative means for citizens to pay fees;
b. Statement describing procedures for collecting impound fees, notification fees, and storage fees plus taxes in appropriate amounts;
c. Statement regarding adherence to remitting all taxes collected in a timely manner to the State, County and City as required; and
d. Statement regarding remitting collected administrative fees to the City of Sandy Oaks for each vehicle impounded.

5. Description of Security Services as specified in Scope of Services Required, Section II to include but not be limited to the following:
    a. Statement describing security measures to protect stored vehicles and property;
    b. Statement describing security measures to ensure the safety of all persons visiting the VSF; and
    c. Statement describing procedures of performing complete background checks prior to hiring individuals to be employed by Respondent.

C. Fee Schedule

1. Respondent must include all expenses related to the services offered. No additional fees will be considered unless they are disclosed and approved in advance by the City of Sandy Oaks.
2. Respondent will complete and submit Attachment D. "Fee Schedule Worksheet." All costs associated with the scope of services required in reference to Towing Services and Storage must be included.

D. Additional Forms.

1. Submit Attachments A-D
2. Submit a Certificate of Interested Parties, Form 1295

V. CRITERIA FOR EVALUATION AND SELECTION

The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, more than one, or none of the Respondents to provide services.

With the recommendation of the Chief of Police or his designee(s), the Mayor will evaluate qualifications based on requirements described in this section and make a recommendation for award and selection to City Council based upon which proposal represents the best services to the City. The Mayor, after selection by City Council will begin to negotiate a contract with awarded qualified contractor. The City of Sandy Oaks reserves the right to reject any or all proposals, to waive any defect or irregularities in a response, or to accept the proposal deemed most advantageous to the City.

VI. AWARD SCHEDULE

Award schedule milestones are as follows. All times are Central Daylight Time.

Date	Activity
October 30, 2026	Issue Request for Proposals
December 11, 2026 5:00 PM	Deadline for Questions
December 14, 2026 5:00 PM	Submittal Deadline
January 14, 2026	Anticipated Date for Selection

Commented [CO1]: Use another date for deadline for questions before due date

VII. RESERVATION OF RIGHTS AND CONTRACT REQUIREMENTS

A. Contract Award: The City reserves the right to select one, more than one or no Respondent in response to this proposal. The Respondent, if selected, will be the company whose proposal is considered most advantageous to the City. This proposal does not commit the City to enter into a contract or, award any services related to this proposal.

In the event the parties cannot negotiate and execute a contract within the time specified, the City reserves the right to terminate negotiations with the selected company and begin negotiations with another company.

B. Hold Harmless Agreement: If awarded a contract, the Respondent shall agree to indemnify and hold harmless the City in the following manner which will substantially be similar in the contract:

THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAYS INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF THIS CONTRACT. RESPONDENT AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. THIS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY

BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

C. Anti-Lobbying Provision: During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations and questions concerning the proposal that may be directed to the Mayor's email as permitted above. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of similar RFP's.

D. Jurisdiction: Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and payable in Bexar County, Texas. The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Bexar County, Texas

E. Conflict of Interest: 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 Sandy Oaks not later than the 7th business day after the date the person becomes aware of facts that require the statement 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. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

F. Certification regarding Business with Certain Countries and Organizations. A statement confirming Respondent is not identified by (1) the Texas Comptroller as a company with business operations in Sudan, (2) the Texas State Pension Review Board as a company with business operations in Iran, or (3) the Texas Comptroller as a company known to have contracts with or provide supplies or services to a foreign terrorist organization or that it is a company the United States government affirmatively declares to be excluded from its federal sanctions regime relating to (1) Sudan, (2) Iran, or (3) foreign terrorist organizations pursuant to Chapter 2252, Subchapter F of the Texas Government Code.

G. Certification **Regarding Boycotting Israel (If Respondent has 10 or more full-time employees).** A statement confirming Respondent does not boycott Israel and will not boycott Israel during the term of the contract if awarded.

ATTACHMENT A

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

a) Compliance, Histories, Warranty, Fiduciary Duty, Discretionary Termination. The successful bidder [respondent] must demonstrate to the City's satisfaction that bidder [respondent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies, or authorities. By submission of a bid or proposal in response to this solicitation, bidder

[respondent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is pending against Contractor or those persons, regardless of category or class of violation or potential violation. If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City. If any such matters have been resolved, during the last five (5) years, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.

b) Criminal Histories. Pending and Resolved, Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [respondent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

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

_____

Acknowledgement of Respondent

ATTACHMENT B

LITIGATION DISCLOSURE

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

Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

☐ Yes ☐ No

☐ Yes ☐ No

Have you or any member of your firm or team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Sandy Oaks or any other federal, state, or local government, or private entity?

☐ Yes ☐ No

☐ Yes ☐ No

Have you or any member of your firm or team to be assigned to this engagement been involved in any claim or litigation with the City of Sandy Oaks or any other federal, state, or local government, or private entity during the past ten (10) years?

☐ Yes ☐ No

☐ Yes ☐ No

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

ATTACHMENT C

INSURANCE REQUIREMENTS

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

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

Prior to the commencement of work under this contract, respondent shall furnish copies of all required endorsements and an original completed certificate of insurance to the City, which shall be clearly labeled "City Towing and Storage Services" in the description of operations block of the certificate to name the City of Sandy Oaks as an additional or other insured. The original certificate shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept memorandum of insurance or binders as proof of instance. The original certificates or form must have the agent's original signature, including the signer's company affiliation, title, and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurers authorized representative to the City. The City shall have no duty to pay or perform under this contract until such certificate and endorsements have been received and approved by the City. No officer or employee shall have authority to waive this requirement.

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

A Respondents financial integrity is of interest to the city; therefore subject to Respondents right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for duration of this contract, any extension hereof, at respondent sole expense, insurance coverage written on an occurrence basis, by companies authorized an admitted to do business in the State of Texas the following types and for an amount not less than the amounts listed below:

1. Workers compensation--statutory requirements and benefits.
2. Each towing vehicle must carry a minimum sub-limit of liability of $500,000 combined single limit coverage for bodily injury or property damage to be increased as necessary to meet or exceed statutory requirements. Each tow truck must further provide cargo, on-hook or similar type insurance in the minimum amount of $10,000 with a deductible of not more than $1,000. Each tow truck with a gross vehicle weight over 26,000 pounds must carry a minimum $500,000 combined single limit coverage for bodily injury or property damage to be increased as

necessary to meet or exceed statutory requirements and cargo insurance in the minimum amount of $25,000 with a deductible of not more than $1,000. All such policies must endorse the city as additional named insured and contractor expressly agrees to keep such policies in full force and effect for the duration of this contract or while qualified to operate under this agreement.

It is the responsibility of the Respondent, if awarded this contract, to immediately notify the City of the cancellation of any insurance coverage required by this contract or of a change of insurance broker, carrier, or insurer. In the event of a claim against the contractor, it is expressly understood that neither the contractor nor its insurers will seek to avoid liability on the grounds that contractor was engaged in the exercise of a governmental function.

Respondent acknowledges that it is able to or will comply with these insurance requirements prior to execution of a contract with the City

_____

Acknowledgment of Respondent

ATTACHMENT D

FEE SCHEDULE WORKSHEET

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

1. Vehicle weight 10,001 lbs. GVW or less	$ _____per vehicle
2. Vehicle weight between 10,001 and 26,000 lbs. GVW	$ _____per vehicle
3. Vehicle weight over 26,000 lbs. GVW	$ _____per vehicle
4. Motorcycles	$ _____per motorcycle
5. Trailers	$ _____per trailer
2. Vehicle weight between 10,001 and 26,000 lbs. GVW	$ _____ per vehicle
3. Vehicle weight over 26,000 lbs. GVW	$ _____per vehicle
4. Motorcycles	$ _____m o t o r cycle
5. Trailers	$ _____per trailer
6. Use of dollies or car carriers	$ _____ per dollies/carrier
7. Mileage charges	$ _____ per City vehicle after_ _____miles
7. Mileage charges	$ _____ per City vehicle after _____miles
8. Charge for labor – per hour (Pro-rated on ½ hour increments)	$ _____ per hour
9. Storage fee	$ _____ per vehicle
10. Impound fee	$ _____ per vehicle
11. Storage fee for Sandy Oaks P.D. "hold" vehicles Until the day hold is released by the Department	$ _____ per day
12. Owner/lien holder notification fee in compliance with VSF statutes	$ _____ per each
13. Storage fee for large vehicles (vehicles with more than three axles or vehicles with trailer in tandem)	$ _____ per day
14. Winching service	$ _____ per service
15. Rollovers	$ _____ per rollover
12. Owner/lien holder notification fee in compliance with VSF statutes	$ _____ per each
13. Storage fee for large vehicles (vehicles with more than three axles or vehicles with trailer in tandem)	$ _____ per day
14. Winching service	$ _____ per service
15. Rollovers	$ _____ per rollover

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

Fee schedule for towing City-owned vehicles:

1. Vehicle weight 10,001 lbs. GVW or less	$ _____ per vehicle
2. Vehicle weight between 10,001 and 26,000 lbs. GVW	$ _____ per vehicle
3. Vehicle weight over 26,000 lbs. GVW	$ _____ per vehicle
4. Trailers	$ _____ per trailer
1. Vehicle weight 10,001 lbs. GVW or less	$ _____ per vehicle
2. Vehicle weight between 10,001 and 26,000 lbs. GVW	$ _____ per vehicle
3. Vehicle weight over 26,000 lbs. GVW	$ _____ per vehicle
4. Trailers	$ _____ per trailer
5. Any other applicable fees or discounts offered by the vendor not described in this section	$ _____ per $ _____ per $ _____ per