

REQUEST FOR PROPOSALS

The Town of Cross Roads is requesting proposals for:

Wrecker/Towing Services

RELEASE DATE: February 16, 2023
RESPONSE DUE: March 28, 2023 at 2:00 p.m.

Town of Cross Roads Request for Proposals

1. Introduction

A. Project Overview: The Town of Cross Roads is requesting Proposals (“RFP”) with the intent of awarding a contract for wrecker/towing services as specified in Appendix A – Scope of Services.

B. Contract parties: The Town of Cross Roads, may herein be referred to as “the Town.” The person or company responding to the solicitation may herein be referred to as the “Proposers.”

C. Questions: Following are contacts for questions as identified.

i. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Town Administrator identified in section 2 below.

ii. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact persons noted in Appendix A – Scope of Services.

iii. Replies: Responses to inquiries that directly affect an interpretation or effect a change to this RFP will be issued in writing by addendum posted to Town website. All such addenda issued by Town prior to the submittal deadline shall be considered part of the RFP. The Town shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

iv. Acknowledgement of Addenda: The Proposers must acknowledge all addenda by signing and returning such document(s) or by initialing appropriate area of the Proposal.

D. Notification of Errors or Omissions: Proposers shall promptly notify the Town of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The Town shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

E. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the Town, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the Town Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the Town, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the Town.

F. Form 1295 Certificate of Interested Parties: 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 on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and notarized please return the form with your proposal submission.

2. General Information

A. Tax Exempt Status: Town purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. Town will furnish Excise Tax Exemption Certificate upon request.

B. Public Inspection of Proposals: The Town strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Proposers notify the Town, in writing, that the Proposal contains trade secrets or confidential information, the Town will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the Town be liable for disclosure of such information by the Town in response to a request, regardless of the Town's failure to take any such reasonable steps, even if the Town is negligent in failing to do so.

3. RFP Withdrawals and/or Amendments

A. RFP Withdrawal: The Town reserves the right to withdraw this RFP for any reason.

B. RFP Amendments: The Town reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Proposers that have registered with the Town, but failure to notify shall impose no obligation or liability on the Town.

4. Proposal Submittal Requirements

A. Submittal Packet – Required Content: All proposals must be physically submitted by the deadline stated below to the Town Secretary at 3201 US 380, Suite 105, Cross Roads, Texas 76227.

B. Submittal Deadline: The deadline for submittal of Proposals shall be as identified in Appendix B-Proposal. It is the Proposers' responsibility to have the Proposal

Documents correctly physically submitted by the submittal deadline. No extensions will be granted, and no late submissions will be accepted.

- C. Proposals Received Late: Proposers are encouraged to submit their proposals as soon as possible. The time and date of receipt as recorded with Town Administrator or designated receiver shall be the official time of receipt. The Town is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- D. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Proposers after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Town Administrator.
- E. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8- 1/2" x 11" vertically oriented pages, numbered at the bottom. The Town only accepts physical submissions. Any other format (via telephone, fax, email, etc.) will be rejected by the Town at its discretion.
- F. Proposals Property of the Town: Proposals once received by the Town may not be modified or withdrawn. Notification as to acceptance or non-acceptance will be made by the Town in writing to each party individually. A collective listing of participating parties or a listing of selected parties will not be published except where required by law.
- G. Validity Period: Once the submittal deadline has passed, any Proposal Document shall constitute an irrevocable bid to provide the commodities and/or services set forth in the Scope of Services at the price(s) shown in the Proposal Document. Such proposal shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until a contract has been awarded by the Town.

5. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the Town's purchasing policy. The Town will evaluate all proposals to determine which Proposers provide the goods or services at the best value for the municipality. In determining best value, the municipality may weigh and consider the purchase price, the reputation of the Proposers and of the Proposers' goods or services; the quality of the Proposers' goods or service, the extent to which the goods and service meet the municipality's needs; the past relationship with the municipality, the total long-term cost to the municipality to acquire the Proposers' goods or services, and in addition, each additional factor identified in the Scope of Services for this contract, if any. The Town may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Proposers. Should the Town

award this contract, it shall award it to the responsible Proposers whose proposal is determined to be the most advantageous to the municipality considering the relative importance of price and the other evaluation factors included in the request for proposals.

- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, the Town alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Proposers or waived by the Town, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Proposers with specifications, instructions and all conditions shall be construed in the favor of the Town. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the Town may accept the price most beneficial to the Town, and the Proposers will be bound thereby.
- E. Additional Information: The Town may request any other information necessary to determine Proposers' ability to meet the minimum standards required by this RFP.
- F. Partial Contract Award: The Town reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Proposers based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of Town.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the Town of Cross Roads for cause:
 - i) The successful Proposer fails to perform in accordance with the provisions of these specifications; or
 - ii) The successful Proposer violates any of the provisions of these specifications; or
 - iii) The successful Proposer disregards laws or regulations of any public body having jurisdiction; or
 - iv) The successful Proposer transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the Town.
 - v) If one or more of the events identified in Subparagraphs G. i) through iv) occurs, the Town of Cross Roads may terminate the contract by giving the successful Proposer seven (7) days written notice. In such case, the successful Proposer shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Proposer shall

not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.

vi) When the contract has been so terminated by the Town of Cross Roads, such termination shall not affect any rights or remedies of the Town then existing or which may thereafter accrue.

- H. Terminate for Convenience: This contract may be cancelled or terminated at any time by giving the successful Proposer thirty (30) days written notice. The successful Proposer may be entitled to payment for services actually performed; to the extent said services are satisfactory.
- I. Contract Agreement: The Contract to be executed by and between the Town and selected parties shall be a Standard Form of Agreement as written and specified by the Town Attorney.
- J. Term: Selected parties identified for award will be utilized by the Town for a Primary Term of three-years. The Town may utilize up to two optional 12-month Renewal Terms upon the conclusion of the Primary Term.

Appendix A – Scope of Services

1. Project Title: Wrecker/Towing Service for Town of Cross Roads
2. Scope of Services Contact

Questions about the technical nature of the Scope of Services, etc. may be directed to Chief Shaun Short, Phone: (940) 441-4226, e-mail: s.short@crossroadstx.gov.

3. Proposal Evaluation Factors

<u>Emphasis</u>	<u>Factor</u>
40%	Purchase price, including the total long-term cost to the municipality to acquire the Proposers' goods or services.
20%	Proposer's Experience, including reputation of the Proposer, reputation of the Proposers' goods or services.
30%	Proposer's Ability, including the quality of the Proposers' goods or services and the extent to which the goods and services meet the municipality's needs.
10%	Past Experience with Town, including the Proposer's past relationship with the municipality and demonstrated reliability to meet contractual obligations with current and prior customers.

4. Key Events Schedule

Proposal Release Date: February 16, 2023

Deadline for Submittal of Written Questions: March 14, 2023 at 5:00 p.m.

Sealed Proposals Due to and Opened by Town: March 28, 2023, 2:00 p.m. CST

Anticipated Town Review and Scoring: April 11, 2023

Anticipated Award Date: April 17, 2023, to be effective May 1, 2023

5. Scope of Services

SCOPE AND INTENT:

The successful Proposer shall be responsible for every wrecker operator to answer any call made by the Town (Cross Roads Police Department or any authorized local authority) on a twenty-four (24) hour basis, seven (7) days a week. Every call for the contracted wrecker service shall be responded to (i.e., the wrecker arriving on scene) within twenty (20) minutes on a consistent basis. Such notification is to be rendered to the successful Proposer at a single telephone number to be designated by the successful Proposer. The police dispatcher will log on the call when contact is made, or attempted to be made with the wrecker, and when the wrecker is en route. Exceptions may be made to this requirement if unforeseen or extenuating circumstances are involved in the judgment of the Chief of Police or his designee.

The successful Proposer shall hold all items, materials, equipment, and vehicles towed pursuant to the Wrecker/Towing Service Agreement at a location to be approved by the Town or its agent. The successful Proposer shall indemnify the Town for all damage or loss on all items, materials, and equipment so held which are not owned by the Town and shall be liable to the Town for damage or loss to Town-owned property or equipment of any kind. The location of the storage facility lot must be inside the Town or within fifteen (15) miles of Town limits.

BACKGROUND:

The Town of Cross Roads is currently on a rotation through Denton County dispatch. The Town seeks a successful Proposer within fifteen (15) miles of Town limits and the ability to be on-scene within 20 minutes of dispatch.

KEY EVENT SCHEDULE:

Proposals Due: March 28, 2023, 2:00 p.m. CST

Bid Opening in Cross Roads Town Hall, 3201 US 380, Suite 105, Cross Roads, Texas 76227

Evaluation of proposals: by April 11, 2023

*No Pre-Proposal Meeting will take place. However, it is strongly encouraged that potential Proposers familiarize themselves with the locations and proposal requirements prior to submission of a proposal.

GENERAL REQUIREMENTS:

- 1) Requesting proposals for wrecker/towing service.
- 2) The Proposer may begin work as early as the first week in May 2023 for the scope of work.
- 3) The Proposer agrees to abide by any and all instructions from the Town regarding said services. In accordance with this section, the Proposer also agrees to perform all duties and professional services authorized by the Town which are set forth in this contract and other reasonable instructions from the Town or its agents which are necessary to perform under the terms of this contract.
- 4) The Proposer is responsible for providing the following information to the Town, in true and correct fashion, on an information sheet provided by the Town (Appendix E). The Town Administrator or a designee also may require any additional information of an applicant if deemed necessary.
 - a. Name and current address and telephone number(s) of the owner of the wrecker/wrecker company;
 - b. Name and current address and telephone number(s) of the operator(s) of the

- wrecker(s);
 - c. Current certificates that are required by the State of Texas;
 - i. Permit Number for Commercial Carrier Tow Truck
 - ii. Permit Number for Wreckers Vehicle Storage Facility
 - d. Name and type of wrecker(s) to be operated;
 - e. A certificate showing the vehicle is adequately covered by public liability and property damage insurance; Attach copies of insurance.
 - f. Statement that the wrecker service company will provide wrecker services on a twenty-four (24) hour basis, seven (7) days a week; attached;
 - g. Proof that each driver for the wrecker service who will be driving the wrecker for commercial purposes (receiving any funds) has a current and clear Texas CDL driver's license and a Texas Department of Licensing and Regulation (hereinafter referred to as "TDLR") issued Incident Management Towing Operator License;
Copies of driver licenses and certificates for each driver;
 - h. Proof that each personnel for the wrecker service who will be conducting paper work and releasing vehicles has a TDLR issued Vehicle Storage Facility Employee License; copies of cards;
 - i. Proof of a permanent and established place of business and storage facility within fifteen (15) miles of TOWN limits from which the proposed wrecker service will be operated; and copy of VSF;
 - j. Proof of insurance policies required by the State of Texas, including Forms E, H, and I on vehicles, and Form T on Vehicle Storage Facilities. No officer or employee of the TOWN has or shall have the authority to waive this requirement.
- 5) The successful Proposer shall comply with all applicable State laws and regulations that may affect cost, progress, performance or work, the Department of Transportation Regulations, and Motor Carrier Rules concerning the operation of a wrecker service and the Vehicle Storage Facility.
 - 6) The successful Proposer shall furnish all supplies, tools, equipment, personnel, and work experience to fulfill the terms of the Wrecker/Towing Service Agreement.
 - 7) The Town shall not be liable for any loss or damage sustained by the successful Proposer. The successful Proposer shall hold the Town harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorneys' fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful Proposer shall exercise every necessary precaution for the safety of the work site and

the protection of any kind and all persons and/or property located adjacent to or making passage through the work site.

- 8) The successful Proposer shall not operate nor cause to be operated any piece of equipment that has had the appropriate safety switches or guards broken, removed or lost.
- 9) The successful Proposer must provide a valid telephone number and address at all times to the designated Town department representative. The telephone number must be answered on a twenty-four (24) hour basis, seven (7) days a week.
- 10) The successful Proposer shall maintain in each wrecker the capability of communications with police dispatchers.
- 11) The successful Proposer shall be responsible for removing any broken glass, debris, or junk from, on or along any street or other public place when conducting a consent or non- consent tow.
- 12) All monetary transactions for storage and tow fees shall be the responsibility of the successful Proposer. The Town shall not be involved in nor be responsible for the exchange of funds between successful Proposer and third parties. The Town reserves the option of attempting to resolve disputes between successful Proposer and any third party with regard to services rendered under the Wrecker/Towing Service Agreement.
- 13) The successful Proposer shall maintain complete, current, and updated records files on-site. All files and records regarding vehicles towed or stored under the Wrecker/Towing Service Agreement, as well as all vehicles stored under the Wrecker/Towing Service Agreement, shall be available for inspection during normal business hours by the Town or the Cross Roads Police Department upon request. At the time of the tow, an on-scene police officer will require the wrecker driver to sign that he is taking possession of the motor vehicle and its contents; the police officer then will furnish the wrecker driver with a copy of the impound slip for each non-consent tow. The wrecker service operator shall check the following items to verify for accuracy and completeness: License number, year model, make and body style, vehicle identification number, inspect and ensure all significant damage has been listed or items missing off of the vehicle. For repossession to occur by a lien holder while the vehicle is impounded, the lien holder or its representative must present paperwork showing execution of ownership and information making claim to the vehicle due to payments not being received. The release of a vehicle to a third party such as an insurance company requires presentation of proper documentation indicating a valid claim was issued on the vehicle.
- 14) The successful Proposer shall be responsible for a vehicle storage facility employee to be available and respond to the impound site for vehicle releases within one (1) hour of notification by means of a single designated telephone number at all times. The successful Proposer shall provide reasonable opportunity for vehicle owners to remove items from their vehicles and for appraisals and photographs to be taken by insurance agents, repair personnel, and other authorized agents of the owners or of the Town. There will be no charge for this service.

- 15) The Proposer shall furnish such reports, both oral and written, as may be required by the Town or the Cross Roads Police Department.
- 16) The Proposer shall provide completed Sales Receipt Request Forms (provided by the Cross Roads Police Department) (“Forms” or “Form”) when impounded motor vehicles are ready to be auctioned. Each Form shall contain information showing that the successful Proposer has followed State law by notifying the registered owner and lien holder of the location of the motor vehicle and that the successful Proposer is responsible for preparing associated paperwork consistent with chapter 2303 of the Texas Occupations Code. The Form will be accompanied by a copy of a local newspaper Public Notice of Auction, the \$10.00 fee required by State law shall be submitted to the designee of the Cross Roads Police Department and property from the abandoned vehicle will upon request of the Police Department be removed and returned to the Police Department. After receiving the Forms from the successful Proposer, the Cross Roads Police Department will complete the Auction Sales Receipts Form for the successful Proposer.
- 17) The Proposer, company officers, employees and families of officers and employees are prohibited from bidding or purchasing directly or indirectly vehicles, vehicle parts or any other items during auction.
- 18) The Proposer shall confine any guard dogs or other animals maintained at the storage lot or office area in such a manner that they do not have access to vehicle owners or to representatives of the Town while conducting business at the storage lot.
- 19) All wreckers authorized to be used shall be identified by signage that is clearly visible in a contrasting color, a minimum of 2 inches high, permanently affixed on each side of the wrecker identifying the wrecker company name, Town and State located, TDLR permit number and its telephone number(s).
- 20) The Proposer shall provide adequate wrecker units capable of transporting modern vehicles without damage (for example: Wheel Lift, Tilt Bed, etc.).
- 21) The Proposer shall immediately notify the Cross Roads Police Department of all unclaimed property removed from any vehicle at the time of its release from the storage facility. The Proposer will immediately notify the Cross Roads Police Department if he believes or has reason to believe that a vehicle contains property that is stolen.
- 22) The Proposer hereby authorizes the Cross Roads Police Department to conduct a background investigation, including a criminal history check, regarding suitability of the successful Proposer to represent the Town and the Cross Roads Police Department. The Cross Roads Police Department requests information on each employee who will handle any impounds on the application, and the Police Department may further request employees to be fingerprinted. The Proposer agrees that any individual employee who declines to submit to that procedure will not be used as a wrecker driver on Town/police calls and will not be used to release or have access to impounded vehicles.

The Proposer shall provide to the Town the above-required information before hiring

a new employee and agrees that the Proposer will not utilize the applicant/employee for Town/police wrecker calls or to release impounded vehicles until and unless authorized to do so by the Police Department. The Proposer agrees that, should the Town or the Cross Roads Police Department request that a particular applicant/employee not be assigned to duties under the Wrecker/Towing Service Agreement that request will be honored. No employee shall be assigned to the contracted duties under the Wrecker/Towing Service Agreement if s/he has been convicted of a felony offense within the preceding eight (8) years. No driver will be assigned any contract duties under the Wrecker/Towing Service Agreement if, within the preceding three (3) years, s/he has been involved in three (3) or more accidents in which it could reasonably be determined that such driver was at fault. No driver during the preceding five (5) years shall have received a final conviction for driving while under the influence of alcohol or controlled substance. No driver shall have been finally convicted of a provision of the motor vehicle or traffic laws of the State of Texas or the Town while in the scope of such driver's employment as a wrecker driver for the wrecker service, and where such violation occurred in connection with a police department request for towing. Other misdemeanor charges and convictions will go under review of the Town and the Cross Roads Police Department. Criminal History statements will need to be signed; they are attached.

- 23) The Proposer agrees that an "Impoundment Fee" may be charged where extraordinary steps are taken to protect or preserve a vehicle and/or its contents. An Impoundment Fee will not be charged for normal courtesy services, e.g., raising and securing windows or locking doors.
- 24) The Proposer will use other designated wrecker services approved by the Town in lieu of subcontracting out with another unapproved wrecker service. Other subcontracted wrecker services may only be used if approved by an on-duty Town or Cross Roads Police Department supervisor. The Proposer agrees to verify said wrecker service provider is currently a holder of an Incident Management Towing Operator License issued by TDLR.
- 25) The Proposer shall not leave vehicles that cannot be secured behind the fencing of the Vehicle Storage Facility unattended without documented approval from the vehicle's owner.
- 26) The Proposer must comply with directives given by the Cross Roads Police Department personnel during Cross Roads Police Department pulls, towing vehicles to the tow truck service facility or any other location specified by the Cross Roads Police Department for investigative purposes.
- 27) The Proposer agrees to reserve adequate spaces for the Town, to include storage for semi- truck trailers and other large vehicles.
- 28) The Proposer shall operate as an independent contractor and not as an agent, representative, partner or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the Proposers' employees or agents.

- 29) A Proposal constitutes understanding and acceptance of all terms, conditions, instructions and specifications contained in this Request for Proposal.
- 30) The Proposer will be responsible for any damages to properties outlined in the Request for Proposals due to negligence on the part of the Proposer or any of his representatives. Any damage to the properties is to be reported immediately to the Town department representative.
- 31) Failure to correct all conditions, discrepancies or deficiencies and/or problems not in compliance with the Agreement within twenty-four hours from written notice will result in a penalty, paid to the Town, in the amount of \$200.00 per day. This penalty may be waived if written authorization granting additional time is received by the Proposer, from the Town.

Appendix B – Proposal

Submittal Checklist: (To determine validity of proposal)

- _____ Appendix B must be included in the proposal submittal
- _____ Appendix C Conflict of Interest Form must be included in the proposal submittal
- _____ Appendix D No Intent to Submit Proposal (if applicable)
- _____ Appendix E Wrecker Company Information Sheet
- _____ Form 1295 Certificate of Interested Party must be submitted with the Texas Ethics Commission and included in the proposal submittal.
- _____ Confidentiality/Non-Disclosure Agreement
- _____ Cooperative Governmental Purchasing Notice

All proposals submitted to the Town of Cross Roads shall include this page with the submitted Proposal.

RFP Number: 2023-02-001

Project Title: Wrecker/Towing Service

Submittal Deadline: March 28, 2023, 2:00 p.m. CST

Proposer(s)'s Legal Name: _____

Address: _____

Town, State & Zip: _____

Federal Employers Identification Number # _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____

Proposer(s) Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Proposer(s).

Printed Name and Position of Authorized Representative: _____

Signature of Authorized Representative: _____

Signed this ____ of _____, 20____

I. REQUIRED PROPOSAL INFORMATION. IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE TOWN, PROPOSER(S) MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. Proposed Products and/or Services

A. Product or Service Description: Proposer should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.

B. Additional Hardware Descriptions: Proposer should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the Town in order to fully utilize the goods and/or services proposed.

C. Guarantees and Warranties: Each Proposer shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Proposer with the Proposal submitted.

D. Project Schedule/Delivery Date: Proposer must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion, and all delivery dates for goods covered by the RFP. The Proposal must show the number of days required to deliver and install the product or equipment after the receipt of the Town’s Purchase Order.

2. Cost of Proposed Products and/or Services

Complete the fee column with the desired bid amounts.

Light Wrecker: Item Description	Fee
<p>1. <u>Wrecker Tow Charge:</u> This tow fee includes waiting time and clean-up time up to 30 minutes on-scene, the use of a rollback, street/roadway clean-up, and the use of dollies. Charges for towing from the scene of a wreck to a delivery point other than the Wrecker Services Pound within the Town limits of Cross Roads shall be the same as charges for delivery to the Pound. No transfer fee is authorized or allowed.</p>	
<p>2. <u>Additional Charge for Street/Roadway/Rollover/Clean-Up Time:</u> Additional time will be charged in 30-minute increments with unlimited man- power, after the first 30 minutes that are included in the Wrecker Tow Charge. This charge applies to off-road recovery and to upright a vehicle due to rollover.</p>	

3. <u>Storage-Per-Day Fee</u> : This fee will be charged in a twenty four (24)-hour increment from the time that the vehicle is impounded.	
4. <u>Impound Fee</u> : This fee includes the paper work fee for each individual tow.	\$20.00
5. <u>Notification Fee</u> : This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	\$50.00
6. <u>Sales Tax</u> : This is the sales tax assessed on the total invoice for the vehicle.	8.25%
7. <u>Outside-Town-Limits Fee</u> : This charge applies to all vehicles that need to be towed from the Town limits to another location. The charge is based on the amount per mile from the Town limits to the ultimate destination.	
8. <u>Fee for Non-Emergency Unlock Service</u> : A flat fee is charged for assistance in the Town limits of Cross Roads in the non-emergency unlock of a vehicle.	
9. <u>Fee for Town Vehicle Tire Changes or Jump Start</u> : A flat fee per call for TOWN vehicles.	
10. <u>Fees for towing Town Owned Vehicles/Equipment</u> : When directed by the Town.	

Heavy Wrecker: Item Description	Fee
1. <u>Heavy Duty Charge</u> : Incidents requiring a heavy-duty wrecker shall be charged from the time dispatched to time delivered to the Wrecker Services Pound on an hour basis. This service will include Street/Roadway clean up with in the first hour, use of dollies, recovery, and winching. This service shall be paid at a rate of a minimum of 1 hour.	

2. <u>Additional Charge for Street/Roadway/Rollover/Clean-Up Time</u> : Additional time will be charged in 30-minute increments at \$75 per hour with unlimited manpower, after the first hour that is included in the heavy duty charge. This charge will apply to off-road recovery or to upright a vehicle due to rollover.	
3. <u>Storage-Per-Day Fee</u> : This fee will be charged in a twenty four (24)-hour increment from the time that the vehicle is impounded.	
4. <u>Impound Fee</u> : This fee includes the paperwork fee for each individual tow.	\$20.00
5. <u>Notification Fee</u> : This fee applies to each vehicle that was not released from the Pound and that needs certified letters mailed before sale at auction.	\$50.00
6. <u>Sales Tax</u> : This is the sales tax assessed on the total invoice for the vehicle.	8.25%
7. <u>Outside-Town-Limits Fee</u> : This charge applies to all vehicles that need to be towed from the Town limits to another location. The charge is based on the amount per mile from the Town limits to the ultimate destination.	
8. <u>Fees for Town Owned Vehicles/Equipment</u> : When directed by the Town.	

3. Term of Contract and Option to Extend

Any contract resulting from this RFP shall be effective for three (3) years from date of award. The Town anticipates that the contract may be renewed pursuant to the availability of funds and at the discretion of the Town. The following clauses shall be included in the contract:

A. Option Clause: It is agreed that the Town will have the option to extend the contract for up to two (2) additional annual terms. To exercise this option, the Town shall serve notice 30 days prior to contract termination or to the end of any one-year term. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.

4. Proposer’s Experience / Staff

A. Project Team: Identify all members of the Proposer’s team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Employee Standards: All employees working on this RFP must be able to pass a background check to gain entry into secure areas of the facilities and to maintain the integrity of the Surety Bond.

C. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by Town prior to joining the project.

D. Business Establishment: State the number of years the Proposer’s business has been established and operating. If Proposer’s business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years’ experience the business has: _____; and the number of employees: _____.

E. Project Related Experience: All Proposals must include detailed information that details the Proposer’s experience and expertise in providing the requested services that demonstrates the Proposer’s ability to logically plan and complete the requested project.

F. Confidentiality/Non-Disclosure Agreement: The Proposer shall attach to its proposal, it’s recommended confidentiality and non-disclosure agreement that will apply to the Proposer and all its agents, employees or representatives whatsoever and shall be written to protect the Town from the unauthorized release of information maintained in the Town in locations where Proposer may have access. A successful Proposer shall be required to modify any such agreements so that they are applicable to Proposer’s business entity and all agents, employees and representatives of the entity servicing the contract. All such proposed agreements shall be subject to approval by the Town Attorney’s Office.

5. References

Proposer shall provide four (4) references where Proposer has performed similar to or the same types of services as described herein.

Reference #1:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

Reference #2:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

Reference #3:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

Reference #4:

Client / Company Name: _____

Contact Name: _____

Contact Title: _____

Phone: _____

Email: _____

Date and Scope of Work Provided: _____

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal (does) (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

a. Permit Number for Commercial Carrier Tow Truck:

b. Permit Number for Wreckers Vehicle Storage Facility:

8. Emergency Business Services Contact Notice

During a natural disaster, or homeland security event, there may be a need for the Town of Cross Roads to access your business for products or services after normal business hours and/or holidays. The Town may request Town employee pick up or vendor delivery of product or services.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the Proposer's emergency contact information remains current. The Town shall be provided in writing with any change to a contact name or phone number of these emergency contacts.

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The Proposer shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a Town of Cross Roads procurement card (Master Card) or Town issued Purchase Order. The billing is to include the emergency opening fee, if applicable.

The Proposer shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____ Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

II. CONTRACT TERMS AND CONDITIONS. EXCEPT WHERE PROPOSER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH PROPOSER HEREBY ACKNOWLEDGES, AND TO WHICH PROPOSER AGREES BY SUBMITTING A PROPOSAL:

9. Delivery of Products and/or Services

A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the Town, payment terms for the Town are Net 30 days upon receipt of invoice.

B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of Town and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.

C. Late Delivery or Performance: If Proposer fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the Town shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Proposer, who agrees to pay such costs within ten days of invoice.

D. Title to Goods and Risk of Loss: For goods to be provided by Proposers hereunder, if any, the title and risk of loss of the goods shall not pass to Town until Town actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

10. Miscellaneous

A. Independent Contractor: Proposer agrees that Proposer and Proposer's employees and agents have no employer- employee relationship with Town. Proposer agrees that if Proposer is selected and awarded a contract, the Town shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Town furnish any medical or retirement benefits or any paid vacation or sick leave.

B. Assignments: The rights and duties awarded the successful Proposer shall not be assigned to another without the written consent of the Town Administrator. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

C. Liens: Proposer shall indemnify and save harmless the Town against any and all liens and encumbrances for all labor, goods, and services which may be provided to the Town by Proposer or Proposer's vendor(s), and if the Town requests, a proper

release of all liens or satisfactory evidence of freedom from liens shall be delivered to the Town.

D. Gratuities / Bribes: Proposer certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative, to any Town officer, employee or elected representative, with respect to this RFP or any contract with the Town, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.

E. Financial Participation: Proposer certifies that it has not received compensation from the Town to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

F. Required Licenses: Proposer certifies that he holds all licenses required by the State of Texas for a provider of the goods and/or services described by the Scope of Services herein.

G. Authority to Submit Proposal and Enter Contract: The person signing on behalf of Proposer certifies that the signer has authority to submit the Proposal on behalf of the Proposer and to bind the Proposer to any resulting contract.

H. Compliance with Applicable Law: Proposer agrees that the contract will be subject to, and Proposer will strictly comply with, all applicable federal, state, and local laws, ordinances, rules, and regulations.

11. Financial Responsibility Provisions

A. Insurance: The Proposer, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as Town may require:

- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
- ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
- iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- iv. Incident Management Towing Permit for each vehicle that is registered to

operate non-consent tows (permitted for incident management towing), minimum coverage amount \$500,000 of liability insurance for the tow truck, and minimum coverage amount \$50,000 of cargo insurance for the tow truck;

- v. Vehicle Storage Facility Insurance for no more than 50 vehicles coverage = \$9,000 total, 51 – 99 vehicles coverage = \$18,000 total, or 100 or more vehicles coverage = \$25,000 total.

The preceding amounts notwithstanding, the Town reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein.

Insurance policies required herein shall be issued by a company or companies that have sound and adequate financial responsibility and the means to fulfill the purposes of this article and that are authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the Cross Roads Town Attorney for their adequacy as to form and content.

Certificates or copies of new insurance policies shall be furnished to the Town prior to the expiration date of any prior certification.

B. Indemnification: Proposer agrees to defend, indemnify and hold harmless the Town, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of this contract without regard to whether such persons are under the direction of Town agents or employees.

C. Bond Requirements; Prior to the commencement of work on this Project, Proposer shall deliver to the Town the following bonds issued by a good and sufficient surety licensed by the State of Texas and satisfactory to the Town:

- i. A payment bond in the amount of 100% of the total contract amount insuring the full and prompt payment of all persons performing labor and/or furnishing materials in connection with this Project;
- ii. A surety bond in the amount of 100% of the total contract amount insuring full, faithful, and prompt performance of the responsibilities contained in this contract within the time parameters provided herein.

GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE TOWN OF CROSS ROADS, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the proposed contractor, contractor, or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the Town of Cross Roads unless otherwise agreed to by a specifically executed provision within the contract, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

- 1. Application.** This Governmental CONTRACT AND PURCHASING Rider (Governmental Rider) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (Contract) (attached hereto) of (Vendor Name), (Vendor). The Contract involved in this Governmental Rider is described as follows:

Wrecker/Towing Services

- 1. Payment Provisions.** The Town's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The Town reserves the right to modify any amount due to Vendor presented by invoice to the Town if necessary to conform the amount to the terms of the contract.
- 2. Multiyear Contracts.** If the Town Council for the Town does not appropriate funds to make any payment for a fiscal year after the Town's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the Town shall have the right to terminate the agreement at the end of any Town fiscal year if the governing body of the Town does not appropriate funds sufficient to continue the contract, as determined by the Town's budget for the fiscal year in question. The Town may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.
- 3. Local Preference.** The Town Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the Town Council may choose to award a competitive bid to a bidder whose principal place of business is in the Town limits, provided that this bid is within 5% of the lowest bid price received and would otherwise constitute the best bid. In the exercise of this option, the Town hereby determines that any such local bidder offers the Town the best combination of contract price and additional economic development opportunities.

- 4. No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the Town prohibits ex-parte communication (e.g., unsolicited) initiated by the proposed Vendor to a Town official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 p.m. on the day specified as the deadline for questions. Any communication between the proposed Vendor and the Town after the deadline for questions will be initiated by the appropriate Town official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex-parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.
- 5. Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the Town to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re- advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.
- 6. Disclosure of Litigation.** Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.
- 7. Cancellation.** The Town reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. NOTE: This contract is subject to cancellation, without penalty, at any time the Town deems the vendor to be non-compliant with contractual obligations.
- 8. Annual Vendor Performance Review.** The Town reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.
- 9. Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the Town shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, the Vendor shall furnish the Town with satisfactory proof of compliance within 10 days of the execution of any contract with the Town is void.

- 10. Compliance with all Codes, Permitting and Licensing Requirements.** The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.
- 11. Liability and Indemnity of Town.** Any provision of the Contract is void and unenforceable if it (1) limits or releases either party from liability that would exist by law in the absence of the provision, (2) creates liability for either party that would not exist by law in the absence of the provision, or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)
- 12. Indemnity and Independent Vendor Status of Vendor.** Vendor shall indemnify, save harmless and defend the Town, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the Vendor, its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or subcontractor of Vendor shall not be considered an employee of the Town. The Vendor shall not be within protection or coverage of the Town's workers' compensation insurance, health insurance, liability insurance or any other insurance that the Town from time to time may have in force and effect. The Town specifically reserves the right to reject any and all Vendor's employees, representatives or subcontractors and/or their employees for any cause, should the presence of any such person on Town property or their interaction with Town employees be found not in the best interest of the Town or is found to interfere with the effective and efficient operation of the Town's workplace.
- 13. Liens.** Vendor agrees to and shall indemnify and save harmless the Town against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the Town's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the Town.
- 14. Confidentiality.** Any provision in the Contract that attempts to prevent the Town's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)
- 15. Tax Exemption.** The Town is not liable to Vendor for any federal, state, or local taxes for which the Town is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item.

Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the Town will remit payment less sales tax.

- 16. Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the Town by law or that is shorter than two years is void. (Sections 16.61 and 16.070, Texas Civil Practice and Remedies Code)
- 17. Sovereign Immunity.** Any provision of the Contract that seeks to waive the Town's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.
- 18. Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Denton County, Texas.
- 19. Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.
- 20. Certificate of Interested Parties (TEC Form 1295).** For contracts needing Town Council approval, the Town may not accept or enter into a contract until it has received from the Vendor a completed, signed, and notarized Texas Ethics Commission (TEC) Form 1295, pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form may prohibit the Town from entering the Contract.
- 21. Anti-Boycott Israel Verification.** In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- 22.** By signing below, the bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as defined by Chapter 2274 of the Texas Government Code, and will not so discriminate during the term of the contract.”
- 23.** By signing below, the bidder certifies that it does not boycott energy companies as defined by Chapter 2274 of the Texas Government Code, and will not boycott energy companies during the term of this contract.”

The signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

Executed this the _____ day of _____, 20_____.

TOWN OF CROSS ROADS, TEXAS

Vendor

T. Lynn Tompkins, Jr., Mayor

Donna Butler, Town Secretary

Appendix C – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the Town if the person has an employment or business relationship with an officer of the Town that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the Town, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the Town;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for proposal for services;
3. enters into negotiations with the Town for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the Town

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE TOWN:

1. Mayor and Town Council Members;
2. Town Administrator;
3. Board and Commission members and appointed members by the Mayor and Town Council;
4. Directors of 4B development corporations;
5. The executive directors or managers of 4B development corporations; and
6. Directors of the Town of Cross Roads who have authority to sign contracts on behalf of the Town.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the Town or who seeks to contract with the Town must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

- 1.the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the Town; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department.

The Finance Department is required by law to post the statements on the Town's website.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate)

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

4. This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a). Local Government Code. Attach additional pages to this Form CIO as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

Appendix D – No Intent to Submit Proposal

If your firm has chosen **not** to submit a proposal for this procurement, please complete this form and submit to:

Town of Cross Roads
Town Secretary
3201 US 380, Suite 105
Cross Roads, Texas 76227

Please check all items that apply:

- | | |
|---|---|
| <input type="checkbox"/> Do not sell the item(s) required | <input type="checkbox"/> Cannot provide Insurance required |
| <input type="checkbox"/> Cannot be competitive | <input type="checkbox"/> Cannot provide Bonding required |
| <input type="checkbox"/> Cannot meet specifications highlighted in the attached request | <input type="checkbox"/> Cannot comply with Indemnification requirement |
| <input type="checkbox"/> Job too large | <input type="checkbox"/> Job too small |
| <input type="checkbox"/> Do not wish to do business with the Town of Cross Roads | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Cannot submit electronically | |

Company Name (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

Appendix E

Wrecker Company Information Sheet

Date: ____/____/____

Wrecker Service Name: _____

Certificate Number for Commercial Carrier Tow Truck: _____

Certificate Number for Vehicle Storage Facility: _____

Address: _____ Town/State/Zip: _____

Distance From Town Limits of Cross Roads: _____

Business Phone: _____ Fax: _____

Email/Web Address: _____

Wrecker Service Owner: _____

Address: _____ Town/State/Zip: _____

Phone: _____ Cell: _____

Texas Driver's License Number: _____

Tow Trucks To Be Operated Under This AGREEMENT:

License Plate: _____ State: _____ VIN: _____

Employee Information

Name: _____ Race: _____ Sex: _____

Date of Birth: _____ Texas Driver's License Number: _____

Address: _____ Town/State/Zip: _____

Phone Number(s): _____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Cross Roads Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Town of Cross Roads Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature _____ Date and Time _____

Employee Information

Name: _____ Race: _____ Sex: _____

Date of Birth: _____ Texas Driver's License Number: _____

Address: _____ Town/State/Zip: _____

Phone Number(s): _____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Cross Roads Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Town of Cross Roads Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature _____ Date and Time _____

Employee Information

Name: _____ Race: _____ Sex: _____

Date of Birth: _____ Texas Driver's License Number: _____

Address: _____ Town/State/Zip: _____

Phone Number(s): _____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Cross Roads Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Town of Cross Roads Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature _____ Date and Time _____

Employee Information

Name: _____ Race: _____ Sex: _____

Date of Birth: _____ Texas Driver's License Number: _____

Address: _____ Town/State/Zip: _____

Phone Number(s): _____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Cross Roads Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Town of Cross Roads Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature _____ Date and Time _____

Employee Information

Name: _____ Race: _____ Sex: _____

Date of Birth: _____ Texas Driver's License Number: _____

Address: _____ Town/State/Zip: _____

Phone Number(s): _____

AUTHORIZATION TO RELEASE INFORMATION

I hereby request and authorize you to furnish the Cross Roads Police Department with any and all information it may request concerning my work record, educational history, military record, financial status, criminal record, general reputation, and past or present medical condition. This authorization is specifically intended to include any and all information of a confidential or privileged nature as well as photocopies of such documents requested. The information will be used for the purpose of determining my eligibility for employment as a contractor for the Town of Cross Roads Police Department.

I hereby release you and your organization from any liability, which may or could result from furnishing the information requested above or from any subsequent use of such information in determining my qualifications to serve as an employee.

Signature _____ Date and Time _____

Employee Information

Name: _____ Race: _____ Sex: _____

Date of Birth: _____ Texas Driver's License Number: _____

Address: _____ Town/State/Zip: _____

Phone Number(s): _____

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Signature _____ Date and Time _____