

CITY OF BALCONES HEIGHTS, TEXAS



REQUEST FOR PROPOSAL (“RFP”)

for

**Towing and Wrecker Services at
City of Balcones Heights, Texas 3300 Hillcrest Drive
Balcones Heights, Texas 78201**

Issued: Wednesday, August 24, 2016

Proposals Due: Wednesday, September 21, 2016, before 3:00 p.m.

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I. BACKGROUND AND SCOPE OF SERVICES

The City of Balcones Heights, Texas (“City”) is seeking Proposals from qualified Respondents to provide municipal towing and wrecker services within the City of Balcones Heights, Texas on a twenty-four (24) hour, seven (7) day a week, three hundred sixty-five day (365) a year basis.

Respondents will deliver wrecked, disabled, impounded, or abandoned vehicles to the City of Balcones Heights Impound Lot, 112 Altgelt, Balcones Heights, Texas 78201 and other locations within the City of Balcones Heights, as directed by the City of Balcones Heights Police, Fire, or Administrative Departments.

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

The term of the contract shall be for a period of five (5) years (with the option for a one time three (3) year extension), and the City shall pay the winning Respondent a fixed rate for all services, as outlined within Section II. The winning Respondent will be required to comply with Best Management Practices for its industry and all applicable City, State, and Federal laws and comply with all changes in City, State, and Federal laws within thirty (30) days after the change is made or sooner if required by law. Changes resulting in a significant financial impact to the contractor will be addressed by the City in the form of a change order or amendment to the contract.

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

The winning Respondent shall be held responsible for any damage, abuse, or wear beyond what is considered normal wear and tear or use that occurs to any City-owned property, facility, or equipment.

No portion of this contract may be assigned or sublet by the winning Respondent without the prior written authorization of the City Administrator. If such permission is granted, the sub-contractor will be obligated for all charges as if the sub-contractor were a part of the winning Respondent’s company. All insurance and all regulations will be applied for the duration of the sublet.

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

II. CHARGES AND FEES

Respondents shall provide on the following table any and all charges and fees to be paid by the City of Balcones Heights when utilizing wrecker and towing services within the City of Balcones Heights. Any and all charges and fees associated with providing wrecker or towing services for City-owned vehicles shall be waived and considered complimentary.

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

Item	Description	Unit Price
1	Rate charge for towing vehicles up to and including 25 feet in length (light duty) within City. Indicate hourly or flat rate.	
2	Rate charge for towing vehicles greater than 25 feet (medium duty) in length within City. Indicate hourly or flat rate.	
3	Rate charge for towing heavy duty vehicles (i.e. commercial trailers, tractors, etc.) within City. Indicate hourly or flat rate.	
4	Per mile charge for towing vehicles located outside the City's ETJ up to the corporate City limits. Rate charge identified under Item Nos. 1 or 2 would apply upon reaching City's ETJ.	
5	Rate charge, if applicable, for towing recreational vehicles, such as motorcycles, within City. Indicate hourly or flat rate.	
6	Rate charge for towing vehicles on a tilt bed. Indicate hourly or flat rate.	
7	Rate charge for off- road and / or winch- out recovery. Indicate hourly or flat rate.	
8	Rate charge for towing vehicles on a heavy-duty wrecker. Indicate hourly or flat rate.	
9	Rate charge to disconnect and reconnect drive shaft. Indicate hourly or flat rate.	
10	Rate charge to upright vehicles. Indicate hourly or flat rate.	
11	Tandem axle diesel tractor, including driver.	
12	Heavy duty supervisor.	
13	Landoll trailer or flatbed service.	
14	53' or 48' tandem axle enclosed dry box trailer or refrigerated trailer, including cleanout charge.	

15	Air cushion.	
16	Tanker air bag.	
17	Emergency response box trailer.	
18	16' to 20' flatbed trailer.	
19	Emergency response fuel recovery trailer.	
20	Skid loader.	
21	Skid loader w/ broom attachment.	
22	Roll-off box.	
23	Vacuum truck (80 to 167 barrels).	
24	Dump truck (12 to 40 yds.).	
25	Backhoe; Extend-a- hoe.	
26	Backhoe; 4-wheel drive extend-a-hoe.	
27	Backhoe.	
28	Equipment mobilization and demobilization for skid leader, skid loader with broom attachment, roll-off box, vacuum truck, dump truck, backhoe, extend-a-hoe, and 4- wheel drive extend- a-hoe.	
29	Torches.	
30	Auxiliary lighting and power plants.	
31	Saws, all varieties.	
32	Lumper fees.	
33	Dollie fees.	
34	Please indicate any Additional rates / charges / fees / or proposed reimbursements to the City on a separate sheet of paper. Rates / charges / fees not included within the Respondent's proposal shall not be charged to the City of Balcones Heights at any time during the contract period.	

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

1. Location vehicle towed.
2. Date and time vehicle towed.
3. Make, model and color of vehicle towed.
4. License plate number.
5. Vehicle Identification Number.

III. TERM OF CONTRACT

The term of the contract shall be for a period not to exceed five (5) years.

IV. PRE-SUBMITTAL CONFERENCE

No pre-submittal conference will be held for this Request for Proposal. Only written responses placed on the City website shall be official and all other forms of communication with any officer, employee, or agent of the City shall not be binding upon the City.

V. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

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

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein, and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE DOCUMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND, THEREFORE, DISQUALIFIED FROM CONSIDERATION.**

VI. AMENDMENTS TO RFP

Changes or amendments to this RFP may be posted on the City's website at <http://www.balconesheights.org>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been issued or posted prior to submission of a proposal. A Respondent who does not have access to the Internet must notify the City that the

Respondent wishes to receive copies of amendments to this RFP by mail.

VII. SUBMISSION OF PROPOSALS

- A. Respondents shall submit three (3) original copies, signed in ink, of the Proposal clearly marked on the front of the package “Municipal Towing and Wrecker Services.”
- B. All Proposals must be received by the City Administrator no later than 3:00 p.m., Central Time, on Wednesday, September 21, 2016 at the address below. Any Proposal received after this time shall not be considered and will be returned, unopened to the Respondent. Respondents should note that delivery to the address in a timely manner does not guarantee its receipt by the City Administrator by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Physical Address: City Administrator
City of Balcones Heights, Texas
3300 Hillcrest Drive
Balcones Heights, Texas 78201

Mailing Address: City Administrator
City of Balcones Heights, Texas
3300 Hillcrest Drive
Balcones Heights, Texas 78201

*Proposals sent by facsimile or email will not be accepted.

- C. All provisions in Respondent’s proposal, including any estimated or projected costs, shall remain valid for one hundred twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.
- D. All proposals shall become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- E. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal or during any phase of the selection process shall be borne solely by Respondent.

VIII. EVALUATION CRITERIA

The City will conduct a comprehensive, fair, and impartial evaluation of all Proposals received in response to this RFP. Each Proposal will be analyzed to determine overall

responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below.

If the City elects to conduct interviews, Respondents may be interviewed and re-evaluated based upon these same criteria. 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, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to action by the City Council.

Proposals should be organized to clearly address the following criteria:

1. Firm experience
2. Technical competence
3. Capability to perform
4. Past performance of the firm's team and members of the team
5. Firm reputation
6. Quality of firm's goods or services
7. Firm's past relationship, if any, with the municipality
8. Firm experience with public-sector clients
9. Understanding of the functional and operational requirements of a towing or wrecker service
10. Current work load and staff size
11. Positive responses of references
12. Explanation of service capabilities and response time

IX. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP and reissue a subsequent solicitation and/or remedy technical errors in the RFP process.
- E. No work shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance, as required in this RFP and the Contract. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the winning Respondent and commence negotiations with another Respondent.

- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnity Requirements established herein.
- H. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions and that none of the parties hereto will have authority to bind the others or to hold out to third parties that it has such authority.
- I. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Secretary not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Secretary. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Secretary, 3300 Hillcrest Drive, Balcones Heights, TX 78201. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Secretary, 3300 Hillcrest Drive, Balcones Heights, Texas 78201. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

x. SCHEDULE OF EVENTS

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

RFP Issue Date

Wednesday, August 24, 2016

Final Questions Accepted

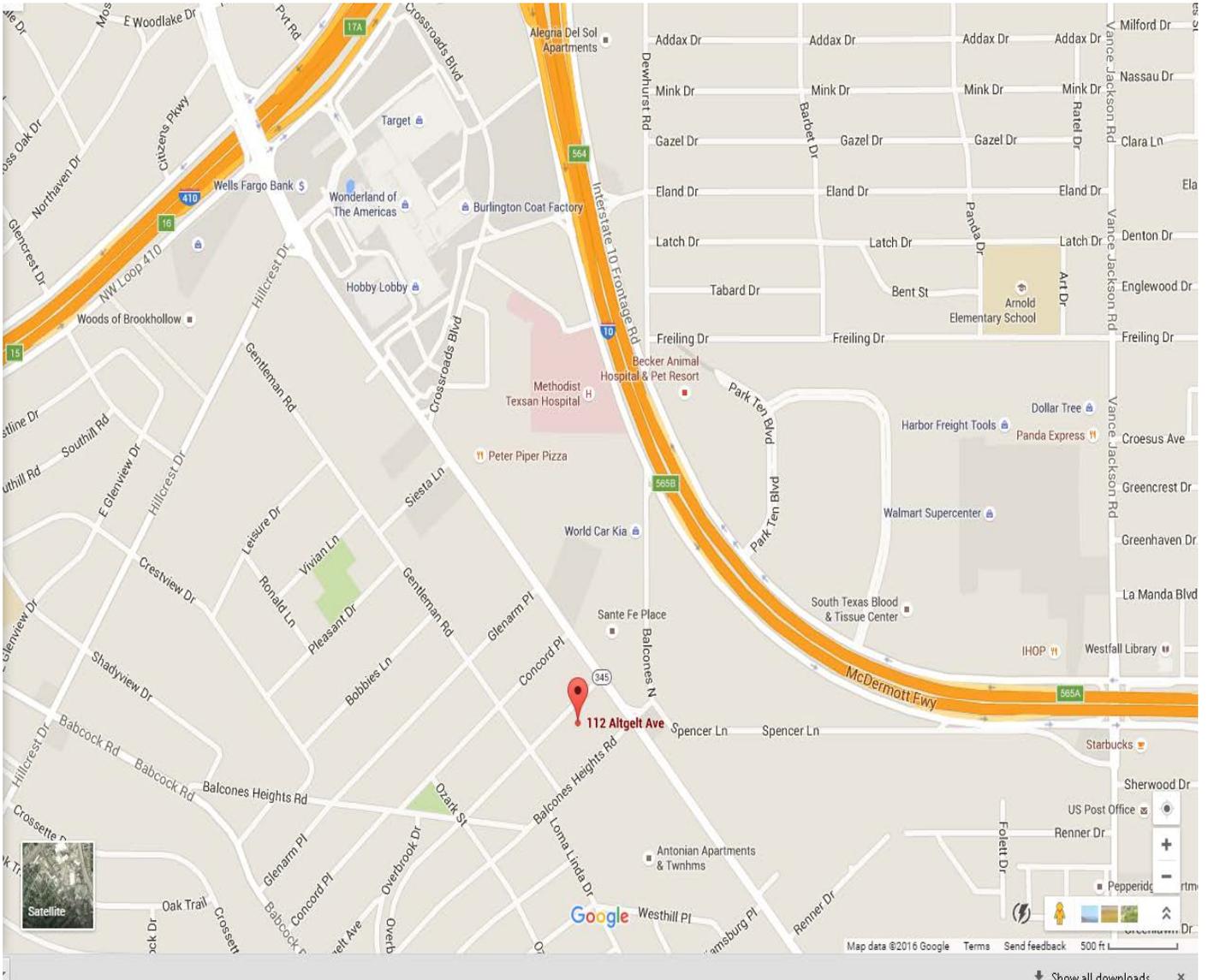
Wednesday, September 14, 2016

Proposals Due

Wednesday, September 21, 2016

RFP EXHIBIT 1

IMPOUND LOT PROPERTY SITE MAP 112 Altgelt, Balcones Heights, Tx. 78201



**RFP ATTACHMENT A RESPONDENT QUESTIONNAIRE
PART A - GENERAL INFORMATION**

Respondent Information: Please provide the following information regarding the Respondent and any Co-Respondents.

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

Respondent Name: Principal _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No.: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

Business Structure: Check the business structure of the Respondent.

Individual Sole Proprietorship If checked, list Assumed Name, if any:

Corporation If checked, select one: Nonprofit For-profit

Select one:

Domestic Foreign Other If checked, list business structure _____

Printed Name of Contract Signatory: _____

Title: _____

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No.: _____

Email: _____

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

Yes No

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

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

Where is the Respondent's corporate headquarters located?:

Local Operation: Does the Respondent have an office located in San Antonio, Texas?

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

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

County Operation: If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

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

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

Years _____ Months _____

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

Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including, but not limited to, the period of time for such debarment or suspension.

Surety Information: Has the Respondent ever had a bond or surety cancelled or forfeited?

Yes No If "Yes", state the name of the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities, and amount of assets.

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

PART B - OPERATIONAL REFERENCES

Reference No. 1: Name: _____
Title: _____ Firm: _____
Address: _____
Telephone No.: _____ Email: _____
Nature of Association: _____

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

Reference No. 3: Name: _____
Title: _____ Firm: _____
Address: _____
Telephone No.: _____ Email: _____
Nature of Association: _____

PART C - EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's qualifications and experience in providing towing or wrecker services contemplated by this RFP. Include the following in your response:
 - a. Number of years engaged in providing services. Respondent must be in continuous operation for at least three years.
 - b. Number of entities served.
 - c. List relevant operation and management experience for businesses of similar size and scope by including the following:
 - i. Name of location/address for each;
 - ii. Service officered;
 - iii. Average annual volume; and
 - iv. Length of time and reason(s) for leaving or closing business, if applicable.
 - d. Key management Personnel. Describe experience of key management personnel to be assigned and actively involved in the management and operation of the proposed Fueling Station. Include brief resumes for each, listing relevant experience, licenses, certifications, associations, specialized training, etc.
 - e. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint ventures have worked together in the past.
 - f. Provide a complete list of towing and wrecker service equipment including manufacturer, date of manufacture, and lien holders of equipment, if applicable.
 - g. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

PART D - PROPOSED PLAN

Prepare and submit the following items.

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

**RFP ATTACHMENT B
PROPOSER'S CERTIFICATION**

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

I have agreed to abide by all conditions of this Request for Proposal.

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

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

Signature

Printed Name of Business

Printed Name & Title

Address

City / State / Zip Code

Phone

E-Mail

**RFP ATTACHMENT C
STATEMENT OF BUSINESS RESPONSIBILITY**

Name of Business: _____

Address: _____

Business Phone: _____

E-mail: Contact Name: _____

Business Classification (check all that apply):

- Individual
- Corporation
- Partnership

Name of Owner: _____

Federal ID / Social Security Number: _____

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

If no, describe differences.

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

Broker Name: _____

Broker Phone / E-Mail: _____ / _____

Are claims pending against the insurance policies?

Yes: No:

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

Yes: No:

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

Yes: No:

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

Yes: No:

Has firm operated at least three years without interruption?

Yes: No:

Is there any potential conflict of interest:

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

Yes: No:

RFP ATTACHMENT D
LITIGATION DISCLOSURE FORM

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

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

Yes: No:

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

Yes: No:

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

Yes: No:

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

RFP ATTACHMENT E
INSURANCE REQUIREMENTS

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

INSURANCE

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

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

- C. A Respondent’s financial integrity is of interest to the City; therefore, subject to Respondent’s 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 the duration of this Agreement, and any extension hereof, at Respondent’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:
 - 1. Worker’s Compensation - Statutory requirements and benefits.
 - 2. Business Automobile Liability - \$500,000 Combined Single Limit.
 - 3. Commercial General Liability Insurance with a limit not less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal Injury Liability of \$1,000,000 per occurrence and \$2,000,000 aggregate.

RFP ATTACHMENT F
INDEMNIFICATION REQUIREMENTS

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

INDEMNIFICATION

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

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

RFP ATTACHMENT G
SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

Respondent Entity Name: _____

Signature: _____

Printed Name: _____ Title: _____

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

Co-Respondent Entity Name: _____

Signature: _____

Printed Name: _____

Title: _____

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

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