



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)

SOLICITATION NO: EAD0119

DATE ISSUED: 6/9/14

REQUISITION NO.: 14050500334

COMMODITY CODE: 96890

COMMODITY/SERVICE DESCRIPTION: Total Management of Dispatch, Towing, and Impound Services for the Austin Police Department

NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME AND DATE: 6/17/14, 1 PM – 2 PM

LOCATION: RBJ Building
15 Waller Street, 3rd Floor Conference Room
Austin, TX 78702

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: erin.dvincent@austintexas.gov

PROPOSAL DUE PRIOR TO: 7/1/14; 12:30 PM, local time

PROPOSAL CLOSING TIME AND DATE: 7/1/14; 12:30 PM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
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0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

E-mail Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet – 3 References Required

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov by close of business June 18th, 2014.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Garage Liability Coverage.** The Contractor may provide Garage Liability coverage in place of the Commercial General Liability and Business Automobile Liability policies. The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles.
 - (1) The policy shall contain the following endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation.
 - (b) Thirty (30) days Notice of Cancellation.
 - (c) The City of Austin listed as an additional insured.
 - v. **Property Coverage.** The Contractor shall provide all risk physical loss coverage for the vehicle and equipment in the care, custody, and control of the Contractor. Coverage shall continue until the work is accepted by the City. The limit of coverage required is the total estimated actual cash value of vehicles/equipment in the Contractor's care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
 - (1) City of Austin shall be added as loss payee.
 - vi. **Garagekeepers Liability.** The Contractor may provide Garagekeepers Liability for the required property coverage for vehicles in the care, custody, and control of the Contractor. Comprehensive and collision coverage shall be provided on a Legal Liability basis. The limit of coverage required is the total estimated actual cash value of vehicles in the Contractors care, custody, and control at any given time. The minimum limit of liability shall be \$100,000 with the ability to be increased to \$500,000 during the Contract term.
 - (1) City of Austin shall be added as loss payee.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Financial Management
Address	P.O. Box 1629
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not

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in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

6. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present

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company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

7. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2010000000000A (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Private industry	
This Index shall apply to the following items of the Cost Proposal: Anything labor related	

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E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Mary Ann Carney

(512) 974-4543

MaryAnn.Carney@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Scope of Work

SOLICITATION NO. EAD0119

Description: Total Management of Dispatch, Towing, and Impound Services for the Austin Police Department

1.0 Purpose

The City of Austin, hereinafter referred to as "City", seeks proposals in response to this Request for Proposal (RFP) for firms or individuals qualified and experienced in providing total management of dispatch, towing, and impound services as directed by the City. A Contract with the City of Austin is subject to the approval and resolution of an Ordinance and delegation of authority by City Council.

2.0 Background

This Section will address areas in which the Austin Police Department (APD) authorizes vehicle towing and impound. Statistical information is for informational purposes only. The City will not be held responsible for inaccuracies. The following information outlines the current operation.

In Fiscal Year (FY) 2013 (October 2012 – September 2013) approximately 14,000 vehicles were towed to an impound facility and approximately 1,300 of these vehicles were sold at auction. The average price for a vehicle at auction during this time period was \$636. Storage fees vary widely from vehicle to vehicle, but the annual average storage fee for FY 2013 was \$140. Under the contract resulting from this RFP, it is estimated 14,500 vehicles will be towed and approximately 1,350 vehicles will be auctioned annually.

APD's Current Operations:

2.1 VEHICLE STORAGE FACILITY LOT

Abandoned, junked or nuisance, and impound vehicles are currently towed to a privately owned and operated facility contracted by the City. The storage facility is approximately 13 acres in size and can accommodate approximately 1,600 vehicles.

2.2 ABANDONED, JUNKED OR NUISANCE VEHICLES

Abandoned, junked or nuisance vehicles, which have been appropriately tagged by City staff, are towed to the above mentioned facility by a contracted wrecker service. Release of vehicles is available twenty-four (24) hours a day, seven (7) days a week. Auctions of unclaimed vehicles are conducted weekly and the contractor commissions and pays the auctioneer. APD mails notification and/or a newspaper advertisement of the auction as required by law and the City currently receives twenty (20%) percent of the total auction proceeds.

2.3 APD AUTHORIZED IMPOUNDS

A Contractor currently provides towing of certain cars, trucks, and other vehicles as directed by APD. These impounds may include disabled vehicles posing a hazard to traffic, vehicles used during a criminal act, illegally parked cars, vehicles belonging to persons who have been arrested, and recovered stolen vehicles. Release of vehicles is available twenty-four (24) hours a day, seven (7) days a week. Auctions of unclaimed vehicles are conducted weekly. The contractor commissions the auctioneer, mails notification and/or newspaper advertisement as required by law. The City receives twenty (20) percent of the auction proceeds.

2.4 FEE COLLECTION

A Contractor currently collects all fees for towing, storage, and preservation of vehicles then remits twenty (20%) percent of the gross proceeds to the City on a monthly basis. Auction of unclaimed impounded vehicles are coordinated through the current contractor and twenty (20%) percent of the auction proceeds are paid to the City monthly. The yearly average revenue to the City totals approximately \$850,000.00.

2.5 ROTATIONAL TOWING & TRAFFIC INCIDENT MANAGEMENT SYSTEM PROGRAMS

Rotational Towing: Wreckers are used for vehicles that require towing from the scene of a crash or parked and unattended vehicles on a public roadway which are deemed inoperable if it is not possible for the driver to select a properly licensed towing company.

Traffic Incident Management System (TIMS): During peak traffic hours, APD schedules tow trucks to sit on the major roadways of IH-35, MoPac Expressway, and Hwy 183 in established zones. These trucks are quickly dispatched to remove disabled vehicles from the roadway in order to keep traffic flowing.

During a TIMS dispatch, the car is towed to the nearest place of safety at no cost to the operator of the vehicle or APD. The operator of the vehicle may contract with that tow truck operator, call their own tow truck, or make minor repairs and/or wait for assistance.

APD works closely with over 40 local wrecker companies to service these needs. The programs consist of separate agreements and are not part of the current towing contract. Each company that participates in the programs are licensed. Each tow truck driver passes a background check to receive a City Wrecker License. The tow companies are subject to monthly and quarterly compliance checks.

2.6 DISPATCH

The Rotational Towing and TIMS programs are dispatched by APD Emergency Communications. In both programs, an APD Officer contacts APD Emergency Communications via radio to request a wrecker. For Rotational Towing, APD Emergency Communications maintains a successive tow rotation list in which the next approved towing company is contacted for dispatch. APD Emergency Communications contacts these companies in successive order until a company agrees to carry out the tow. Tow companies are assigned to the list based on the geographical location of the vehicle storage facility lot utilized (north or south). For TIMS, APD Emergency Communications contacts the first available wrecker in the closest zone.

3.0 **Contractor Tasks/Requirements for this new contract**

The successful offeror, hereinafter referred to as "Contractor" shall provide all office space, storage capacity, vehicle processing area(s), equipment, facilities, communications and personnel necessary to perform all functions specified in this scope of work.

3.1 AUTOMATED MANAGED SYSTEM

The Contractor shall provide automated web-based systems capable of dispatch and inventory that is presently in use in State, County, or City Municipalities with over 500,000 individuals within their jurisdiction. The system will allow multiple users within the Austin Police Department to access the information simultaneously.

- A. The system shall be able to send and receive data through multiple communication channels as needed including, but not limited to, computer and phone.
- B. The system shall be an encrypted secure system that allows multiple security levels for multiple users.
- C. The system shall be able to track and verify location and time utilizing a real time Global Positioning System (GPS) system.
- D. The system shall provide real time location and time and shall be viewable by APD through the contracted vendor's website application.
- E. The system shall include an easy to use navigation type website. This website shall be fully functioning and provide vehicle owners with access to information regarding the balance due on their vehicle, the location of their vehicle, and any other pertinent information necessary for reclaiming possession of their vehicle.
- F. The system shall be able to dispatch tow trucks on a rotation basis to locations as requested by APD.

- G. The system shall dispatch tow request immediately upon receipt of pick-up order via the communication system.
- H. The system shall be able to select the next tow truck for dispatch, on the rotation list, if the primary tow truck is unable to meet the required timeframe.
- I. The system shall be able to locate towed vehicles by any of the following criteria: 1) vehicle identification number, 2) incident report number, 3) license plate number, and 4) vehicle owner's name.
- J. The system shall be able to produce reports which include at a minimum the quantity of tows performed and duration of days towed vehicles stay in impound.

Additional reporting required shall be further defined in below Section 3.14 titled Reports.

3.2 DISPATCH CENTER

Contractor shall provide and maintain a brick and mortar facility to be used to house dispatch personnel. The dispatch center shall be located within the United States, and the size shall accommodate all required personnel and equipment capable of handling the volume listed in Section 2. Background above. The dispatch center shall be operational twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days a year.

When APD requests a tow truck, the dispatch center shall be able to communicate with APD officers, APD Emergency Communications, and tow truck operators by the most effective and efficient means possible. Contractor shall utilize a real-time GPS or other navigation system to manage and deploy tow truck fleet. The dispatch center shall be able to administer the six categories of towing requests:

- A. Collision Request (Accident Scene Tow – Driver Designated) – The driver of a vehicle involved in a collision requests a specific towing company. The dispatch center shall assist the driver in contacting the requested company.
- B. Collision Rotation (Accident Scene Tow – Rotation List) – The driver of a vehicle involved in a collision has no wrecker preference. The dispatch center shall follow the Rotational Towing guidelines listed below.
- C. Service Request (Disabled Vehicle Tow – Driver Designated) – A disabled vehicle not involved in a collision and the driver requests a specific towing company. The dispatch center shall assist the driver in contacting the requested company.
- D. Service Rotation (Disabled Vehicle Tow – Rotation List) – A disabled vehicle not involved in collisions and the driver has no preference of towing company. The dispatch center shall follow the Rotational Towing guidelines listed below.
- E. Impound Towing – A vehicle to be removed that is evidence in a criminal offence, abandoned, junked or deemed a nuisance. It is towed to a designated vehicle storage facility. The dispatch center shall assign tow trucks to meet the required response times listed below.
- F. Zone Towing – The dispatch center shall assign tow trucks to zones which are designated by the Chief of Police to assist in clearing the roadways. The dispatch center shall follow the Rotational Towing guidelines listed below.

3.3 VEHICLE TOWING AND RESPONSE TIMES

The contractor shall be required to provide or subcontract to provide all equipment, facilities, and personnel necessary to tow, impound, release and collect fees for the following:

- A. Abandoned Vehicle Tows: Pick-up orders for abandoned vehicles will be issued to the Contractor daily, Monday through Friday, except holidays observed by the City of Austin. The Contractor shall respond to pick-up orders for abandoned vehicles within twenty-four (24) hours after the pick-up order is issued.
- B. Junked or Nuisance Vehicle Tows: Notification of pending pick-up orders for junked or nuisance vehicles will be given to the Contractor not less than twenty-four hours prior to execution of the actual order as such time is designated in the actual order. Executable pick-up orders for towing of junked or nuisance vehicles shall be requested by the on-site APD Police Officer. The Contractor shall respond to these tow request within forty-five (45) minutes, Monday through Friday, except holidays observed by the City of Austin.

- C. Accident, Disabled Vehicle Scene, and Impound Tows: APD shall issue requests for authorized tows from the site of an accident or a disabled vehicle. The Contractor shall arrive at the scene within twenty (20) minutes after receiving and accepting notification, twenty-four (24) hours a day, seven (7) days a week.
- D. Other Tows: Contractor shall move anything capable of being moved, pulled, pushed or operated on a roadway. The item may not be a vehicle according to the transportation code. For example, it may be a mobile home that has been abandoned on a roadway. These items shall be moved by a wrecker or tractor and transported to a City property or other designated location. If APD deems necessary, a police escort will be provided to escort the hazard. Contractor shall describe in their proposal the capability to provide other tows and response times.
- E. Traffic Incident Management Services (TIMS) Tows: For the TIMS towing program (described below), APD proposes the Contractor arrive on the scene within (10) minutes after receiving and accepting notification. Contractor may suggest other response times in the proposal as TIMS response time is included in the Evaluation Matrix.

3.4 TOWING PROGRAMS

- A. Rotational Towing: Contractor shall maintain a rotation list of towing companies that are available to perform tows from an accident scene or from the scene of a disabled vehicle as requested by an APD Officer. Contractor shall maintain a separate list of towing companies for each zone as these zones are established by the Chief of Police. The zones currently established are North and South. The Contractor shall assign each tow truck on the rotation list to the corresponding weight categories of the vehicle to be towed (i.e. light, medium or heavy duty tow). Contractor shall use the lists to assign towing companies to perform these non-consent tows as requested by any Officer of APD. The Contractor shall call the towing company whose name appears at the beginning of the non-consent tow rotation list for the category of tow truck required at the scene. If the first towing company contacted is unable to send a tow truck, the Contractor shall continue to call towing companies in the order in which they appear on the list until a towing company on the list responds. After the Contractor calls a company whose name appears on the non-consent tow rotation list, the towing company's name shall be moved to the bottom of the list. Should a towing company on the list be called to a consent tow, the contractor may not change the order in which that towing company's name appears on the non-consent towing rotation list.
 - 1. The towing companies currently on APD's Non-Consent Tow Rotation list shall be given the opportunity by the Contractor to enter into an agreement with the Contractor to provide rotational towing services. APD will provide the Contractor with the current list of towing companies. Contractor shall make a good faith attempt making agreements with at least 85% of current towing companies on APD's Non-Consent Tow Rotation list to be placed on Contractor's current list.
 - 2. Contractor may enter into agreements with additional towing companies which meet all equipment and personnel licensing and permitting applicable to the United States, State of Texas and City of Austin statutes, ordinances, rules and regulations governing tow trucks and tow truck operators. This includes, but is not limited to the: Texas Occupations Code, Texas Administrative Code, Texas Transportation Code; City of Austin Code of Ordinances, and all applicable towing rules including any updates or changes as they occur or are implemented..
 - 3. Contractor may remove a towing company from the list if the company fails to comply with all equipment and personnel licensing and permitting applicable to the United States, State of Texas and City of Austin statutes, ordinances, rules and regulations governing tow trucks and tow truck operators. This includes, but is not limited to the: Texas Occupations Code, Texas Administrative Code, Texas Transportation Code; City of Austin Code of Ordinances, and all applicable towing rules. The City shall report to the Contractor any towing company on the list which is in violation of these rules. To be included in the list, the towing company shall:
 - a) maintain a 24-hour towing service seven days a week;
 - b) be able to immediately advise the Contractor of the availability of the company's tow truck;

- c) have communication between the company's tow truck and the Dispatch Center;
 - d) have a minimum of two tow trucks.
- B. Traffic Incident Management Services (TIMS): Contractor shall have a system to schedule tow trucks to clear the major roadways of IH-35, MoPac Expressway, and Hwy 183 during peak traffic hours and special events as declared by the Austin Chief of Police. Peak traffic hours are defined as Monday through Friday, 6:00am – 9:00am and 4:00pm – 7:00pm, except holidays observed by the City of Austin. The tow truck will arrive at the scene within ten (10) minutes after receiving and accepting notification. The towing company is prohibited from charging for removal of a vehicle from the right-of-way and may only charge a fee for towing to another authorized location.

3.5 WRECKER EQUIPMENT, SERVICE AND TRAINING

The Contractor shall describe in their proposal the types and quantity of wreckers and equipment that will be utilized to accomplish this service.

- A. Wreckers shall meet all equipment and personnel licensing and permitting applicable to the United States, State of Texas and City of Austin statutes, ordinances, rules and regulations governing tow trucks and tow truck operators. This may include, but is not limited to the: Texas Occupations Code, Texas Administrative Code, Texas Transportation Code; Texas Department of Licensing and Regulation, City of Austin Code of Ordinances, and all applicable towing rules. Contractor shall submit with proposal documentation a copy of required licenses and permits.
- B. Contractor shall have a means of providing reliable communication among all wreckers and impound dispatch location. This communication shall be capable of providing information throughout all areas within the jurisdiction of Austin, Texas and the surrounding area. The contractor shall maintain the required communication equipment for traffic incident management in each vehicle used for police impounds.
- C. Contractor shall provide tow truck operators fully capable of performing Class C (heavy duty) towing. The Class C operators may be divided into two separate groups:
 - 1. The Simple Class C Tow. An example of this would be a tractor trailer involved in a minor collision involving another vehicle and there is not a significant amount of damage or debris field.
 - 2. The Incident Management Class C Tow. An example of this incident scene is one or more tractor trailers involved in a collision and/or there is significant damage and debris, as determined by APD or Austin Fire Department personnel. These operators shall obtain certified training from Miller Industries, WreckMaster, or a similar, APD approved certification program in Incident Management scenes and additional equipment use.
 - a) The training shall include:
 - 1. Truck and equipment capacities,
 - 2. Attachments of heavy duty vehicles,
 - 3. Rigging,
 - 4. Vehicle placement,
 - 5. Recovery formulas,
 - 6. Preparation for towing,
 - 7. Weather conditions,
 - 8. Knowledge of blood Bourne pathogens,
 - 9. Customer relations on the scene,
 - 10. Fire potential and working with fire departments,
 - 11. Proper maintenance of snatch blocks,
 - 12. Air cushion recovery,
 - 13. Hydraulic recovery,
 - 14. Scene assessment,
 - 15. Unloading,
 - 16. HAZMAT awareness,
 - 17. EPA awareness,
 - 18. Knowledge drug and alcohol regulations,

19. Incident management, and
 20. Documentation procedures
- b) Contractors and/or Sub-Contractors shall have the following additional equipment immediately accessible:
1. One (1) 60 ton rotator
 2. Two (2) 50 ton heavy duty wrecker
 3. One (1) medium duty wrecker
 4. Two (2) heavy slide tandem axles
 5. One (1) lowboy trailer
 6. One (1) truck tractor tandem axle
 7. One (1) land haul trailer
 8. Four (4) light duty slides
 9. One (1) skid steer tractor with attachments
 10. One (1) wheel loader/forklift capable of operating in rough terrain (rubber tires)
 11. One (1) 48' enclosed trailer
 12. One (1) 48' reefer
 13. Twenty (20) absorbent bags
 14. Four (4) recovery barrels open
 15. Four (4) recovery barrels closed
 16. Four (4) overpack drums
 17. Shrink wrap
 18. Banding equipment (steel or poly)

3.6 FEE COLLECTION

Towing Contractor Payment and Fees: Contractor shall collect, when a vehicle is released, all monies, including applicable taxes, due against the vehicle. Contractor shall not charge a fee, or assess a fee for a service, which is inconsistent with those guidelines established in the Austin City Code Chapter 13-6; ([http://www.amlegal.com/nxt/gateway.dll/Texas/austin/thecodeofthecityofaustintexas?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin_tx\\$anc=](http://www.amlegal.com/nxt/gateway.dll/Texas/austin/thecodeofthecityofaustintexas?f=templates$fn=default.htm$3.0$vid=amlegal:austin_tx$anc=)) and all other applicable rules/laws and other fees applicable to tow trucks. Contractor shall accept the following forms of payment:

- A. ACH/Electronic Checks
- B. Cash
- C. Credit Cards (at a minimum Visa, MasterCard and American Express)
- D. Debit Cards

3.7 VEHICLE STORAGE FACILITY

The Contractor shall provide, or subcontract to provide a facility (or facilities) for impounding APD authorized tows and providing certain no-cost services to APD. This section establishes the minimum criteria for the vehicle storage facility.

- A. All impound storage facility(facilities) shall meet all licensing and inspections requirements according to the State of Texas statutes, rules and regulations, which may include, but are not limited to the: Texas Occupations Code, Texas Administrative Code, Texas Transportation Code, City of Austin Code of Ordinances, and all applicable vehicle storage rules.
- B. Facility (Facilities) proposed shall be located within the corporate limits of the City of Austin.
- C. Number of facilities: The total number of impound facilities cannot exceed four (4) in addition to a facility designated for Abandoned/Junked vehicles. Multiple facilities shall be located on opposite sides of the city. For example if more than one facility is offered the condition would be to designate a facility north and the second lot shall be south. If a facility is designated east, the second will be west. Impounded vehicles shall be taken to the closest facility of where the tow occurs to facilitate owner retrieval.
- D. Facility (Facilities) shall be accessible and not contain barriers limiting their use by people with disabilities and shall be in compliance with all ADA requirements.

- E. **Storage Capacity:** The facility (facilities) proposed shall hold a minimum of 1,200 vehicles with a minimum 275 of these spaces designated for vehicles held to be auctioned. The facility (facilities) proposed for the storage of all vehicles shall be fenced and secured. The fence(s) shall be at least eight (8) foot high chain link with razor wire on top and secured with a locking gate. Contractor may propose alternative to chain link with razor wire fencing. Final decision as to acceptability of the alternate solution will rest with the City. Contractor shall describe their facility (facilities) and the capacity to accommodate the combined volume of vehicles required to be impounded and held for auction. Additionally, the offeror shall describe the ability to provide additional vehicle storage facilities, personnel and equipment as needed to meet the potential for increase over the term of the resulting contract.
- F. Vehicles shall be stored in a manner that shall prevent vandalism, minimize the possibility of damage, and facilitate removal.
- G. **Documentation of Vehicle Condition:** The Contractor shall record the condition of each vehicle brought in for impound. A digital/video camera shall be used to take photos of all four (4) sides of the vehicle. Digital images documenting the condition of each vehicle shall be suitably indexed and maintained for one year after the release or sale at auction of title vehicle. The time period for retention of digital images may be extended beyond the above-stated time if there is pending or ongoing litigation involving the vehicle, and in accordance with applicable law.
- H. **Release of Vehicles:** Contractor shall maintain a staffed office and business telephone twenty-four (24) hours per day, seven (7) days per week for owners of vehicles to call and obtain information about their impounded vehicle and pick up vehicle. The telephone number shall be listed on the APD website and on the Internet.
- I. **Vehicle Release Areas:** The contractor shall provide indoor, well-lighted, climate controlled customer service areas at the vehicle storage area. The customer service areas shall be in compliance with ADA requirements for accessibility by handicapped persons.
- J. **Landscaping:** The outside area adjacent to and in front of the entrance to office spaces and reception areas shall be landscaped to provide a reasonably pleasant visual appearance to people coming in and out of the building.
- K. **Restrooms:** The Contractor shall provide restrooms in a sound state of maintenance, cleanliness, and repair, adequate to accommodate personnel who work at the storage facility, and accessible to individuals that may be conducting short-term business at the facility. Restrooms will conform to standards for public facilities as specified in the Americans with Disabilities Act (ADA).
- L. **Janitorial upkeep and pest control:** Contractor shall provide for daily janitorial service in the offices, reception, and restroom areas. No janitorial service shall be provided inside of the Vehicle Processing Facility, as defined in Section 3.10, Item F & G herein, but trash will be picked up from a designated container outside of the building on a regular basis. Pest control shall be provided in all buildings and adjacent work areas on an as-needed basis.
- M. **Security System:** The Vehicle Storage Facility entrances shall be designed in a manner that prevents unauthorized persons from entering the premises. Vehicle Storage Facilities shall be equipped with security lighting that adequately illuminates the facility. Contractor personnel shall escort claimants to vehicles being released.
- N. **Entrance Signs:** The Contractor shall provide signs at the main entrance of each Vehicle Storage Facility. An illuminated sign that is readable in day or night conditions from the road at 150 feet viewing distance shall have the name of the storage facility and the information that this is the "Authorized City of Austin Impound Facility." Additionally, the sign shall include all information required by State of Texas rules and regulations related to Vehicle Storage Facilities. Other information displayed on the sign shall include brief references to method of payment accepted for vehicle release. This additional information shall be easily readable in day or night conditions from 75 feet viewing distance.

- O. Customer Service Area Signs: Contractor shall provide signs inside and outside of the customer service areas of the Vehicle Storage Facilities, in compliance with any State of Texas regulations pertaining to such placements. These signs shall display readable information regarding requirements, fees, and accepted methods of payment for release of vehicles from impound, as well as any other information that may be required by applicable State of Texas regulations.
- P. Business Hours: Contractor shall maintain a business office at each Vehicle Storage Facility, which shall be staffed and open for business 24 hours a day, seven (7) days a week, including weekends and all holidays.
- Q. Customer Relations: Contractor shall provide complete, professional, and courteous service to vehicle owners in all forms of communication, which includes but is not limited to email, telephone and in person.
- R. Copy Machine Access: Contractor shall provide a copy machine at each Vehicle Storage Facility for vehicle owners to use, free of charge, to make copies of documents required for the release of their vehicles.

3.8 AUCTION OF UNCLAIMED VEHICLES

Unclaimed vehicles shall be sold at auction in accordance with applicable State of Texas statutes, rules and regulations including, but not limited to: Texas Occupations Code, Texas Administrative Code, Texas Transportation Code; City of Austin Code of Ordinances, and all applicable vehicle storage rules. APD will provide a vehicle identification number (VIN) check for each unclaimed vehicle.

- A. Contractor will conduct the auction of Impounded Vehicles as authorized by law. Contractor shall subcontract and pay an auction firm that shall provide a professional auctioneer and one clerical person. Auctioneer conducting the auctions shall be licensed by the State of Texas as required by the Texas Department of Licensing and Regulation.
- B. APD will conduct the auction of Abandoned, Junked or Nuisance Vehicles. The auctioneer subcontracted by the Contractor shall provide auctioneer services.
- C. APD will be responsible for all mail notification (and/or newspaper advertisement) required by law to the owner/lien holder of Abandoned, Junked or Nuisance Vehicles.
- D. The Contractor shall be responsible for all mail notification (and/or newspaper advertisement) required to the owner/lien holder of Impounded Vehicles.

3.9 CUSTOMER SERVICE

The Contractor shall oversee customer service and relations for all aspects of this towing management program. Contractor shall provide APD a list of standard operating procedures for customer service operations and include detail of complaint procedure management as part of their proposal. Specific procedures regarding the handling of escalated complaints shall also be included in the proposal.

3.10 NO COST SERVICES PROVIDED TO THE CITY

Contractor shall provide certain no cost services to the City. Only APD Sergeants and above rank officers who identify themselves as so may authorize a no cost hauls and storage days. APD Patrolmen are not authorized to initiate these no cost services. It shall be the responsibility of the Contractor to keep adequate record of the APD personnel who authorize the service. They are as follows:

- A. Hauls of non-City owned vehicles and City-owned vehicles to a designated City site or Contractor's storage site as directed by APD. Some of these hauls may require the use of dollies or slide trucks. Some may require a medium duty or heavy duty wreckers depending on weight.
- B. Any vehicles towed - or items stored on APD instructions, will be released without towing, storage, impound or notification fee upon authorization from the Chief of Police or his designee.

- C. Vehicles, parts, etc., impounded that are stolen, found property, or evidence will be stored at no expense to the City or the owner as long as a hold is in effect. Storage fees begin to accrue the day after the hold is dropped by the City. Vehicles, parts, etc. that are stolen property will be released after towing and any storage fees are paid.
- D. Excluded Storage: Contractor shall be required to tow drug cars and seized cars to an APD facility (location is within the city limits of Austin and will be disclosed upon award of contract). These cars are hereby defined as vehicles seized by the APD Narcotics Division as a narcotic seizure (vehicles used for transporting narcotics are taken away from their owners and not returned). The contractor will not be required to provide storage of these vehicles. Approximately 5 -10 vehicles are towed monthly under this requirement.
- E. Towing of storage of vehicles for Forensic: Contractor shall be required to tow vehicles being processed as evidence to the APD Forensic Processing Facility. These tows will be requested by the APD Supervisor or Detective responsible for title code of offense related to the forensic hold.
- F. APD Vehicle Processing Facility of Criminal Evidence: shall be a fully enclosed workspace of sufficient size to store and process up to three (3) standard size automobiles at the same time. Specific design options and features of the Vehicle Processing Facility shall be determined in consultation between the Contractor and the APD Contract Manager. However, the enclosed area should be approximately 75' by 30' and the Contractor shall include at least the following features:
1. Secured and controlled access to the building by APD only.
 2. Two (2) large bay doors with automatic garage door opener for each.
 3. Concrete floor.
 4. One standard entryway door for foot traffic.
 5. 11' to 15' insulated ceiling.
 6. A built-in work station in each of the four bay areas along the 75-foot wall, to include storage above and below the counter.
 7. Adequate fluorescent lighting, which will provide an even distribution of light throughout the entire interior of the facility.
 8. Electrical outlets: Four (4) dedicated circuits, 20 amps each. Five (5) 4-plug electrical receptacles evenly spaced along back wall; three (3) 2-plug electrical outlets evenly spaced between counter and cabinets.
 9. Adequate climate control (heating and cooling) to maintain a comfortable indoor working environment.
 10. Built-in air exchange system, built to code requirements, to include explosion-proof exhaust fans for venting exhaust and chemical fumes.
 11. Sink area.
 12. Safety eyewash station meeting ANSI standard Z358.1-19-90.
 13. Bathroom.
 14. Pit in last bay area or an automatic vehicle lift for undercarriage inspections with safety railing separating pit area from other bays and foot-traffic areas. Tire guides, six (6) inches in height, shall be installed on the sides of the pit to safely guide vehicles being moved over the pit.
 15. Air compressor with one quick disconnect per bay.
 16. Retractable fluorescent droplights from the ceiling above each bay area (four total), and two retractable lights in the pit area with safety cover.
- G. APD Vehicle Storage Area for the APD Vehicle Processing Facility: shall be adjacent to or in close proximity to Vehicle Processing Facility and shall include:
1. An area that shall accommodate 10-20 vehicles.
 2. An area that is covered and paved with asphalt or concrete.
 3. A fenced and secured area. The fences shall be eight feet in height, chain link, with locking gate(s), and with razor wire affixed to the top of the fencing around the circumference of the storage area. Contractor-proposed alternative to chain link fencing will be considered and are subject to the approval of the City.

4. Secured and controlled access to the storage area by authorized APD Forensic personnel only.
 5. Contractor shall provide, at no cost, towing of vehicles involved in criminal activity or have suspected criminal evidence, to and from the Vehicle Storage Area and to and from the Vehicle Processing Facility. This towing shall be conducted within one (1) hour of notification, twenty four hours a day, seven days a week, except City holiday. .
- H. Utilities for APD Vehicle Processing Facility: APD will be responsible for paying for telephone, electrical, alarm monitoring, water, and sewer service.
- I. Maintenance for area around the APD Vehicle Processing Facility: Contractor shall be responsible for paying for trash pick-up and pest control.

3.11 REASONABLE RULES AND REGULATIONS

The Chief of Police or designee retains the right to establish Reasonable Rules and Regulations to ensure the efficient operation of conditions established under this contract. These Rules and Regulations shall be developed after contract award and may be updated periodically during the term of this agreement. These Rules and Regulations will be agreeable to both parties, but Contractor shall be aware that the Rules and Regulations are under constant scrutiny and revision by both the City and the State of Texas and are, therefore, subject to update and/or revision. Contractor shall be expected to comply with all updates and/or revisions of Rules and Regulations.

3.12 UNIFORMS FOR CONTRACTOR PERSONNEL

Contractor's drivers and other personnel who might reasonably be expected to be observed regularly by the public while performing their job functions shall wear uniform shirts and work pants appropriate for the job they are performing. The shirt shall bear the company name and the individual's full name. All Contractor employees shall be required to begin each shift wearing clean and, as appropriate, pressed clothing.

3.13 REVENUES TO THE CITY

- A. Contractor shall pay the City a Referral Fee on a monthly basis for the exclusive right to provide wrecker (towing of abandoned, junked or nuisance vehicles and authorized impounds), impound, storage and release services. The referral fee shall be a percentage of the gross contract collections. Contractor shall submit with their proposal the percentage of gross contract collections that will be paid to the city. Gross contract collections shall include:
1. All towing fees collected for abandoned, junked or nuisance vehicles and/or impounded vehicles, whether redeemed or sold at auction;
 2. All fully prepared for transport fees collected on abandoned, junked or nuisance vehicles and /or impounded vehicles;
 3. All preservation fees collected for abandoned, junked or nuisance vehicles and/or impounded vehicles, whether redeemed or sold at auction;
 4. All notification fees collected on impounded vehicles, whether redeemed or sold at auction, and;
 5. All additional fees charged for clearing debris, winching, wait time, work time exceptional labor and specialized equipment.
- B. Exceptions:
1. Notification/Administrative fees collected for abandoned, junked or nuisance vehicles, whether redeemed or sold at auction shall be paid to the City, in accordance with the Texas Transportation Code, as amended or superseded, the Contractor shall pay scheduled amounts to the City for:
 - a) State garage Keepers Filing Fees
 - b) State Garage Keepers Auction Fees
 - c) Auction Proceeds in excess of allowable charges

2. Sales taxes collected for remittance to the Texas Comptroller shall not be treated as part of Gross Contract Collections and shall be retained by Contractor.
 3. Response time fee shall be paid to City by Contractor.
 4. Cancellation fee shall be paid to Contractor by City.
- C. The terms and conditions of the contract shall remain in full force and effect, however, the amount paid for the Referral Fee to the City shall be subject to a Re-opener Clause every twelve (12) months which will reflect the value of Contractor's payments received from vehicle owners as indicated in the number of vehicles being impounded in the storage facility. The purpose of the Re-opener Clause is to verify data demonstrating the appropriateness of the Referral Fee paid the City and to make adjustments as necessary.
- D. Payment to the City of Austin is due by the tenth (10) calendar day of each month. In the event this day falls on a weekend or holiday then payment will be due on the next working day. It is preferable that payments be made by electronic funds transfer to the City of Austin account or by any means as directed by the City. .

3.14 REPORTS

Reports shall be available-e electronically via automated system and downloadable in Microsoft Excel, Portable Document Format (PDF), or other format as agreed to by both parties.

A. Accounting and Financial Records

1. Collection of fees from the owners, agents and any persons having rightful possession of the vehicles hauled, impounded and/or stored in accordance with this contract is the responsibility of the Contractor. Contractor shall maintain detailed records of such receipts and these records shall be available to the City for inspection. All records concerning impounds shall be kept for a minimum of three (3) years from the transaction date or longer if requested by the City if there is active or threatened litigation.
2. All records of the Contractor pertaining to impound and all transactions involving this contract shall be open to inspection by the City during normal business hours.
3. Contractor shall establish and maintain during the term of this agreement separate records and accounts, including a separate bank account, relating to the receipts of the impound and wrecker services rendered under this contract. These records and accounts shall be subject to the examination and audit by the City at any time.
4. The Contractor shall submit a detailed monthly report to the City showing, at a minimum, the revenue-producing tow and associated fees and the total gross revenue collected for the month and amount due to the City. Report is due no later than the tenth (10) of each month.
5. Contractor shall submit a financial statement ninety (90) days prior to the yearly anniversary of the contract and any subsequent contractual extensions. The financial statement shall include an income statement, balance sheet and statement of changes of financial position. Annual statements shall be prepared in accordance with generally accepted accounting principles and reviewed by a Certified Public Accountant of the Contractors choice. All financial statement and reports shall be submitted to the responsible COA Department Financial Services Division.
6. Contractor shall provide and the City of Austin, at their discretion, shall be able to obtain electronic financial and accounting reports of the contracted vendors auctioneer. The auctioneer reports shall provide car vehicle Identification Number (VIN), amount for which vehicle sold at auction, and copy of purchaser signature.

B. Abandoned, Junk and Nuisance Vehicles - Contractor shall provide a report weekly to APD and include, at a minimum, all of the following information:

1. Make, model (including year, color, body style),
2. Vehicle Identification number (VIN)

3. License plate number (LPN)
 4. Date and time of each abandoned vehicle impound
 5. Date and time each vehicle redeemed, including VIN and LPN
 6. Owner's name, driver's license number, date of birth, address, and phone number,
 7. Reference to videotape index and footage, as appropriate to document any damage to and condition of the vehicle, Location where the vehicle was picked up,
 8. Date (year, month, and day) and time of impoundment,
 9. Employee number of clerks performing impounds, and release functions, date (year, month, and day) and time of release.
 10. Employee number of impounding tow truck operator.
 11. Employee number of officer requesting the impound, or employee number of abandoned vehicle unit employee requesting impoundment of Abandoned/Junked vehicle.
 12. Complete description of all unsecured property in the vehicle (to include passenger and cargo spaces.
 13. Vehicles sold at auction, including auction date, buyer's name, and sale price.
 14. Vehicles scheduled for sale at next auction, and auction date.
 15. Offense report or accident number.
 16. List of vehicles sold at auction, including to whom and sales price.
 17. List of vehicles to be sold at next auction, auction date
- C. Customer Service Reports – Contractor shall provide APD with a monthly detailed report listing any escalated customer complaints and the status of the resolution.
- D. Rotational Towing List – At any time, APD may request a list of towing companies included on the Non-Consent Tow Rotation List.
- E. Towing Program Reports - Contractor shall provide monthly reports to APD for the TIMS and Rotational towing programs. Information requirements shall be agreed upon by the Contractor and APD, but shall include at a minimum:
1. Wrecker(s) reporting to the scene
 2. Employee number(s) reporting to the scene
 3. Date and time for acceptance of tows
 4. Date and time for arrival on scene
 5. Date and time for departure of scene/removal from the right of way
 6. Vehicle make, model (including year, color, body style)
 7. Vehicle Identification Number (VIN)
 8. License Plate (LPN)

3.15 COMPREHENSIVE IMPOUND AND RELEASE DATABASE

Contractor shall maintain a comprehensive impound and release database. The database shall include data on numbers of tows by type (impound, abandoned, junked and no-charge) that can be downloaded for user-selected time periods, and shall track total storage times per vehicle. The database shall be configured to allow sorting on variables including, at a minimum, the impounded or abandoned/ junked status of vehicles, dates of arrival, release, auction, and identifying information on vehicles or owners. A monthly report shall be provided to the City by the tenth (10) of each month in a generally accepted format such as Excel or .csv as directed by the City upon contract award and execution. The database shall include at least the following information for each vehicle processed:

1. Make, model (including year, color, body style),
2. Vehicle Identification Number (VIN),
3. License Plate Number (LPN),
4. Owner's name, driver's license number, date of birth, address, and phone number
5. Reference to videotape index and footage, as appropriate to document any damage to and condition of the vehicle,
6. Location where the vehicle was picked up,

7. Date (year, month, and day) and time of impoundment,
8. Employee number of clerks performing impounds and release functions, date (year, month, and day) and time of release
9. Employee number of impounding tow truck operator
10. Employee number of officer requesting the impound, or employee number of abandoned vehicle unit employee requesting impoundment of Abandoned/Junked vehicle
11. Complete description of all unsecured property in the vehicle (to include passenger and cargo spaces)
12. Vehicles sold at auction, including auction date, buyer's name, and sale price,
13. Vehicles scheduled for sale at next auction, and auction date,
14. Offense report or incident number.
15. Comprehensive Database shall integrate with the automated system.

3.16 MINIMUM REQUIREMENTS

Each Proposal shall meet the minimum requirements specified below in order to be considered as an eligible Contractor. By submitting a Proposal in response to this RFP, Contractor warrants and represents that it meets or exceeds all minimum requirements. The minimum requirements are:

A. Financial Requirements

1. Contractor shall demonstrate in its Proposal that it has the financial strength and resources to fully execute the project described in its Proposal in a timely manner. Contractor shall enclose copies of its most recent annual financial statement, a copy of its Articles of Incorporation, Partnership By-Laws, and if not a Texas company, a Certificate of the Secretary of State of Texas showing that the Contractor is authorized to do business in Texas. If the Contractor is an affiliate of another entity, and audited financial statements are prepared only on a consolidated basis, then the Contractor shall enclose a copy of the most recent consolidated audited financial statements.
2. If the Contractor's Proposal includes interim or permanent third party financing, then detailed information concerning the amount and source of such financing.
3. Contractor shall promptly provide, upon request, any additional financial information as requested by the City. Failure of a Contractor to provide additional information or to demonstrate adequate financial resources shall be grounds for rejection of a Proposal.

If any of the above financial requirements cannot be met, the City may condition its acceptance of any proposal upon the execution of corporate or personal financial and performance guarantees in a form and substance acceptable to the City.

B. Contractor shall demonstrate that it has a minimum of five (5) years in business.

The Austin Police department will conduct criminal background checks on all officers or owners of the business entity.

C. Respondents shall provide their Dun & Bradstreet Business Information Report WITH their proposal.

3.17 CONTRACT CLOSEOUT PROCEDURES

Contractor shall provide the City with an itemized written inventory of all vehicles which remain unclaimed as of the expiration of this contract. The inventory shall be provided no later than thirty (30) day after the expiration date of the contract. The inventory shall include the date of impoundment, vehicle year, make/model, description of the vehicle and name and address of legal owner of record.

4.0 Deliverables/Milestones

Deliverables/ Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Automated Management System	Provide a web-based dispatch and inventory system	90 Days	Delivery to City	3.1
Dispatch Center	Provide a staffed facility for dispatching	90 Days	City Written Approval	3.2
Transition Plan/Implementation Plan	Provide a detailed schedule of transition from the existing vendor	30 Days	City Written Approval	
TIMS and Rotational Towing Programs	Provide implementation schedule of towing programs	30 Days	City Written Approval	3.4
List of Partners/Agreements	Provide a list of towing companies participating in the program	90 Days	City Written Approval	3.4
Equipment List or Access to Equipment Information	Provide a list of towing equipment or equipment resources (if applicable)	90 Days	City Written Approval	3.5
Acquiring Vehicle Storage Facility	Provide a towing storage facility	90 Days	City Review and Acceptance	3.7
APD Vehicle Storage Facility	Provide a towing storage facility accessible only to APD	90 Days	City Review and Acceptance	3.10
Rules and Regulations	Develop with APD	At beginning of contract	City Written Approval	3.11
Reporting	Provide a revenue report	Monthly	Delivery to City	3.14
Reporting	Provide a financial statement	Yearly	Delivery to City	3.14
Reporting	Provide an auctioneer report	On demand	Delivery to City	3.14
Reporting	Provide an abandoned/junk and nuisance report	Weekly	Delivery to City	3.14
Reporting	Provide a customer service report	Monthly	Delivery to City	3.14
Reporting	Provide a list of towing companies on the rotation program	On demand	Delivery to City	3.14

Reporting	Provide towing rotation program reports	Monthly	Deliver to City	3.14
Fully Operational	All services effective	120 Days	Delivery to City	

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1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. **The original paper copy of the proposal shall be on standard 8 1/2" X 11" double sided paper, unbound, with no staples or paperclips. Six electronic copies of the proposal on a CD or flash drive in PDF format must also be submitted with the original proposal clearly marked with each Offeror's information. The CD's or flash drives will not be returned.** The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - i. Describe in detail how your firm can best provide a total management of dispatch, towing, and impound services for the Austin Police Department. Detail the plan to meet response times for towing programs; describe automated management systems, dispatch center, and vehicle storage facility(s).
 - ii. Proposers may describe in detail alternative solutions to the RFP.
 - iii. Describe schedule for implementation of the required work.
- C. **Part III - Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. **Proposers shall provide responses to each section in the RFP from Scope of Work Section 3.1 through 3.16 in the same order as the RFP listing the heading and their response. Describe in detail how the proposed products or services meet or exceed the requirements. Proposers must explain any exception or deviation from the requirements.** When applicable, specifically indicate:
 - i. A description of your work program by tasks. Detail the steps you will take in performing the services.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Completed Projects of a Similar Size and Scope:** Describe only relevant projects completed for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience

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prior to 2004. Additionally, supply the information below in your proposal for which prior projects were accomplished.

Provide information for the three largest Police Department clients that your company held a contract with for Total Management of Dispatch, Towing, and Impound Services for in the last three years.

2010-2011: Total Number of Police Department Clients:

Name of largest client:
Population of City/County, etc.:
Contact Person:
Title:
Phone Number:
Email Address:

2011-2012: Total Number of Police Department Clients:

Name of largest client:
Population of City/County, etc.:
Contact Person:
Title:
Phone Number:
Email Address:

2012-2013: Total Number of Police Department Clients:

Name largest of client:
Population of City/County, etc.:
Contact Person:
Title:
Phone Number:
Email Address:

- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Include any current certifications your personnel or firm has from Miller Industries or WreckMaster with your proposal.
- G. **Part VII - Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- H. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and

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Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- I. **Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- J. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- K. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- L. **Part XI – Towing/Storage Rates:** Provide the rates for towing and vehicles storage to be charged under this contract. Rates may not exceed those allowed by City ordinance.
- M. **Part XII – Auction Fees:** Provide fee structure for auction process.
- N. **Part XIII – Compliance with Applicable Rules and Regulations:** A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

2. **TRAVEL:**

IF TRAVEL IS REQUIRED, CONTRACTOR'S TRAVEL EXPENSES MUST BE INCLUDED IN THE OVERALL PROJECT COST. TRAVEL MAY NOT BE BILLED DIRECTLY TO THE CITY.

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3. EXCEPTIONS:

Be advised that exceptions to any portion of this Solicitation including terms and conditions may jeopardize acceptance of the Proposal. The Proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

4. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

5. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points. All proposals will be evaluated based on the following criteria and rankings.

- (1) System Concept and Solutions Proposed: automation of communication, response times, equipment, operating schedule, customer service, personnel training, and sustainability measures (as pertaining to the environment). **35 points**
- (2) Revenue to the City: the percentage of gross contract collections that will be paid directly to the City. The proposer with the highest revenue to the City is awarded the maximum points; other proposers are awarded points on a pro-rated basis. **25 points**
- (3) Demonstrated Capability to Perform Services: previous projects of similar size and scope, location of storage facility(s), qualifications, number of proposed personnel, reporting capabilities, and number of subcontracted local towing companies. **15 points**
- (4) Schedule for implementation: start-up date and implementation schedule. **10 points**
- (5) Fees to be charged for services per the fee schedule. **5 points**
- (6) LOCAL BUSINESS PRESENCE **Maximum 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

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Proposer must include their most recent Dun & Bradstreet Business Information Report for the City to review to determine financial viability and stability.

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a “short list” of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to rescore short listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to negotiate the actual contract scope of work and cost after submission. **Maximum 25 points.**