



*Request for Proposals (“RFP”)*  
*Wrecker & Towing Services*

RFP NO. 26-001

EVENT	DATE
1 <sup>st</sup> Publication Date	Thursday, February 5, 2026
2 <sup>nd</sup> Publication Date	Thursday, February 12, 2026
RFP Question Deadline (5:00 p.m.)	Thursday, February 19, 2026
Proposal Submission Deadline (10:00 a.m.)	Thursday, February 26, 2026
Possible City Council Consideration/Award	TBD

***INTENT***

The intent of this Request for Proposals (RFP) is to establish a contract with one or more contractors for non-consent tow services along with tows of City Vehicles and to include impound services. The contract will require the successful contractor to provide motor vehicle wrecker services within the City of Brenham, as needed, and to operate and maintain a storage facility within Washington County for the storage of impounded vehicles. Nothing contained in the contract will prohibit any citizen from utilizing any other wrecker service for a consent tow.

The City has a need for reliable and efficient wrecker services to assist with clearing traffic accidents, motorist assists, removing disabled or junked vehicles, providing non-consent tows (e.g. vehicles seized as evidence in criminal cases or for safekeeping in connection with an arrest), and towing incapacitated City vehicles. The City requires towing services on request of City personnel, 911 Dispatch, and Brenham Police Department on a 24 hours/day, seven days/week basis.

The contract will commence on \_\_\_\_\_, 2026, and will continue through \_\_\_\_\_, 2027. The contract may be renewed for three (3) additional one-year periods, if agreed to by the City and the awarded contractor(s). The total contract period will not exceed four (4) years.

## **RECEIPT AND OPENING OF PROPOSALS**

Proposers shall submit **one (1) original and two (2) copies** of the Proposal on the form provided by the City. The original Proposal must be clearly marked “**Proposal for RFP No. 26-001** and include an original signature, in ink, in order to be accepted. Proposals must be received in the Purchasing Services office no later than **10:00 a.m. (CST) on Thursday, February 26, 2026**. It is the Proposer’s sole responsibility to assure that the Proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. All proposals will be opened and read aloud at the City of Brenham City Hall, 2nd Floor Conference Room, 200 W. Vulcan Street, Brenham, Texas 77833. **Any proposal received after 10:00 a.m. on Thursday, February 26, 2026, shall not be considered.**

To the extent allowed by applicable law, and subject to the ruling of any administrative agency or court having jurisdiction, the City intends that trade secrets and confidential information contained in the proposals and clearly identified as “Confidential” in **bolded font** will not be open for public inspection at any time, even after a contract has been awarded and executed, whether or not the proposer is awarded the contract.

Proposals should be prepared simply, providing straightforward, concise description of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP. Proposers are encouraged to suggest creative and economical means to provide the services requested in the RFP.

Proposals shall be delivered using one of the following methods:

**Hand-deliver to:**

200 W. Vulcan Street  
Suite 203  
Brenham, TX 77833

**Mail to:**

P.O. Box 1059  
Brenham, TX 77834-1059  
ATTN: City Secretary

**Ship to (FedEx, UPS, DHL, etc.):**

200 W. Vulcan Street  
Brenham, TX 77833  
ATTN: City Secretary

## **CHANGES, QUESTIONS, AND INQUIRIES**

Any and all questions regarding this RFP must be submitted in writing and addressed to Kyle Branham, Purchasing and Public Works Project Manager, P. O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). All e-mails must indicate “RFP No. 26-001” in the subject line. It is the sender’s responsibility to verify receipt of email by the Purchasing and Public Works Project Manager; read receipt is acceptable. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (CST) on Thursday, February 19, 2026**.

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at [www.cityofbrenham.org](http://www.cityofbrenham.org). It shall be the responsibility of interested Proposers to check the website for addenda up to the proposal submission deadline. The complete RFP and all addenda will be posted on the City’s website.

**METHOD OF AWARD**

This RFP does not commit the City of Brenham to award a contract to any proposer. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole and absolute discretion of the City of Brenham, do not meet minimum qualification requirements will not be reviewed. This RFP and the process it describes are proprietary to the City of Brenham and are for the sole and exclusive benefit of the City of Brenham. Any response to this RFP will become the property of the City of Brenham and subject to the Texas Public Information Act. The City of Brenham is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this RFP.

Pursuant to Chapter 252 of the Texas Local Government Code and other applicable law, the City will receive competitive sealed proposals regarding wrecker and towing services to be provided within the city limits of Brenham, Texas. Proposals will be evaluated by the City in accordance with Chapter 252 of the Texas Local Government Code, including but not limited to Section 252.043(b), Texas Local Government Code. The City will also consider the completeness of a proposal and how well the proposal meets the needs of the City.

Within forty-five (45) days after opening the Proposals, the City will score and rank each proposal to select the Proposal that offers the best value to the City based on the evaluation criteria set forth herein below.

The award of this contract will be made based on the highest evaluated offer(s) to responsible Respondent(s) whose proposal(s) is determined to be the highest evaluated offer(s) based on evaluation of all proposals and any negotiations, taking into consideration the evaluation factors as set forth below, and in accordance with Texas Local Government Code, Chapter 252.

The evaluation criteria are as follows:

Respondent’s experience and ability to provide all required services per the specifications defined in the RPF.	25%
Respondent’s overall proposed pricing to provide services	25%
Respondent’s approach for managing the contract in a way that demonstrates their ability to successfully perform the specifications and requirements of the contract.	10%
Respondent’s reputation based on feedback from references and prior experience with the city.	10%
Quality, quantity, and location of Respondent’s available equipment the city may ask to inspect as part of the evaluation process.	10%
Quality and location of Respondent’s storage facility(ies) The City may ask to inspect as part of the evaluation process.	10%
Quality and quantity of available qualified employees.	10%
<b>Total</b>	<b>100%</b>

Proposals will be reviewed and ranked by an evaluation committee. Oral interviews may be conducted with the top-rated Respondent(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by the City of Brenham and are the sole responsibility of the Respondent.

The City will then attempt to negotiate a contract with the selected offeror. The City may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a contract with the selected offeror, the City may end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

By submission of a proposal, the selected proposer agrees to be legally bound if the City of Brenham accepts the proposal.

The City of Brenham reserves the right to make an award without further discussion of the proposals. The selected Proposer will be expected to enter into an Agreement with the City. The Agreement shall incorporate the City's standard contract terms and conditions, attached hereto as EXHIBIT "A" to this RFP.

## ***CONTRACT TERMS AND CONDITIONS***

### **1. GENERAL TERMS AND CONDITIONS**

General Terms and Conditions for requests for proposals from the City of Brenham may be found in Exhibit "A" of this RFP document. Should any contradiction be found to exist between those terms and conditions and the body of this RFP, the RFP will prevail.

### **2. INDEMNITY**

The selected Contractor agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Contract.

### **3. H.B. 1295 COMPLIANCE**

The selected Contractor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the

governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the selected Contractor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed and submitted to the contracting government entity

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Contractor of its selection by the City Council and request the completed Form 1295 within five (5) working days thereafter.

#### 4. **CHAPTER 2270 COMPLIANCE**

The selected Contractor for the contract shall comply with the requirements of Subtitle F, Title 10, Government Code Chapter 2270 and shall be required to provide conformation that the Contractor:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Brenham, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Contractor of its selection by the City Council and request the required confirmation within five (5) working days thereafter. Confirmation shall, by reference, be included as a part of the contract.

4. **INSURANCE**

The awarded contractor shall obtain insurance as specified in EXHIBIT “B” of this RFP and shall maintain coverage in full effect through the duration of the contract. Certificates of Insurance shall be provided to the City within five (5) working days of formal notice of its selection by the City.

**I. GENERAL INFORMATION**

A. **INTENT**

The intent of this Request for Proposals (RFP) is to establish a contract with one or more contractors for non-consent tow services along with tows of City Vehicles and to include impound services. The contract will require the successful contractor to provide motor vehicle wrecker services within the City of Brenham, as needed, and to operate and maintain a storage facility within Washington County for the storage of impounded vehicles. Nothing contained in the contract will prohibit any citizen from utilizing any other wrecker service for a consent tow.

The City has a need for reliable and efficient wrecker services to assist with clearing traffic accidents, motorist assists, removing disabled or junked vehicles, providing non-consent tows (e.g. vehicles seized as evidence in criminal cases or for safekeeping in connection with an arrest), and towing incapacitated City vehicles. The City requires towing services on request of City personnel, dispatch, and Brenham Police department on a 24 hours/day, seven days/week basis.

The contract will commence on \_\_\_\_\_, 2026, and will continue through \_\_\_\_\_, 2027. The contract may be renewed for three (3) additional one-year periods, if agreed to by the City and the awarded contractor(s). The total contract period will not to exceed four (4) years.

B. **Restriction on Communication**

Respondents are invited to submit written questions and requests for clarification regarding this RFP. All questions prior to the closing date shall be in writing and should be directed to Kyle Branham, Purchasing and Public Works Project Manager, by email to [kbranham@cityofbrenham.org](mailto:kbranham@cityofbrenham.org). The deadline to submit questions is Thursday, February 19, 2026, at 5:00 pm

C. **Solicitation Timeline**

A projected schedule for the award of a contract related to this RFP is as follows:

Release of RFP	February 5, 2026
Deadline for Submitting Questions	February 19, 2026
Deadline for Submitting Proposals	February 26, 2026 @ 10 AM
Evaluation & Negotiations	March 2-13, 2026
Recommendation for Award	TBD

D. **Contractual Documents**

The successful Respondent shall be required to execute the towing service contract substantially in the form attached hereto as EXHIBIT “C” and shall be required to provide the insurance as outlined therein. By submitting a proposal, the Respondent is acknowledging the insurance requirements found in the attached contract, and the Respondent is asserting that, if awarded this contract, he can comply with all insurance requirements as specified therein by March 2026.

E. **Negotiations**

The City of Brenham reserves the right to negotiate specific terms of the contract with the highest ranked Respondent(s).

F. **Clarification Process**

The City reserves the right to contact a Respondent after the submission of a proposal for the purpose of clarifying a proposal to ensure mutual understanding. Responses shall be submitted to the City within the time specified in the City’s request. Failure to comply with requests for additional information may result in rejection of the submission as non-compliant.

G. **Confidentiality**

Any material that a Respondent wishes to be considered as confidential in nature must be clearly marked as such and will be treated as confidential by the City to the extent allowable under the Texas Public Information Act and other applicable law, and subject to decisions of the Texas Attorney General’s Open Records Division and federal and state courts having jurisdiction over this matter.

**II. SPECIFICATIONS**

**A. Service Specifications:**

1. The contractor shall provide non-consent towing, towing services and other related towing services within the City limits of Brenham, Texas, on an as-needed basis upon request of City personnel, Washington County Communications/911 Dispatch, or the Brenham Police Department, 7 days a week, 24 hours a day (including holidays).
2. The contractor shall provide towing and related services for City vehicles and equipment, as well as providing towing and related services for abandoned nuisance vehicles, abandoned motor vehicles, junked vehicles, motorist assists, vehicles seized as evidence in criminal cases or for safekeeping in connection with an arrest, vehicles obstructing traffic, and vehicles involved in traffic accidents, including motorcycles.
3. The contractor shall provide immobilization and impoundment services, on an as-needed basis upon request of City personnel.
4. No calls for towing service may be referred or subcontracted to any other towing services or operator except on prior written approval by City personnel. In the case of an emergency that involves the need to tow multiple vehicles at the same time, prior written approval will be waived.

5. The contractor shall provide two (2) phone numbers, one (1) main and one (1) alternate for all requests for towing service. The phone number provided shall be answered 24 hours a day, seven days a week including holidays.
6. Contractor shall respond to all calls on-scene within thirty (30) minutes of notification by City personnel or Washington County Communications/911 Dispatch. If needed, additional trucks shall respond on-scene within thirty (30) minutes of notification by City personnel.
7. In the event that the contractor is unable to provide towing services as requested by the City, contractor shall immediately advise the requesting department in order that additional towing services may be obtained.
8. All contractor vehicles dispatched to an incident or accident scene shall park at least one hundred feet (100') away from the scene in a safe position until instructed by a Brenham Police Department police officer to begin the towing or motorist assist process.
9. Upon arrival at the scene of any vehicle accident, the contractor shall promptly remove from the roadway all debris, including glass, resulting from the accident and dispose of said debris in an appropriate manner. In doing so, the contractor shall comply with all traffic laws and regulations and any direction of City law enforcement or other public safety officers shall exercise reasonable care in performing such work.
10. Upon arrival at the scene of any vehicle accident, the contractor shall promptly cause the absorption and removal of vehicle fluid spilled on roadways as a result of the accident. In doing so, the contractor shall comply with all traffic laws and regulations and any direction of City law enforcement or other public safety officers, and shall exercise reasonable care in performing such work.
11. Before towing a vehicle, the contractor shall check the following items to verify accuracy and completeness:
  - i. Verify license number, year, make and body style of vehicle if possible;
  - ii. Inspect the vehicle prior to towing and ensure that the law enforcement officer has marked all significant damage, items missing off the vehicle and any and all property therein.
12. The contractor shall do everything possible to minimize further damage to vehicles.
13. All vehicles towed from the scene of a collision shall either be delivered to the locations specified by the owner/driver or delivered immediately to the contractor's storage facility. No inoperable vehicles may be left illegally parked on a public street or alleyway. All City owned vehicles shall be delivered as directed by City personnel.
14. Contractor shall make available competent supervision of employees to assure complete and satisfactory fulfillment of the work and the terms of the contract. A capable, fully authorized representative of the contractor shall be available during all work activities to receive any and all instructions from the City.
15. Contractor shall be thoroughly familiar with all safety measures pertinent to towing and impounding vehicles. This shall include, but not be limited to, any local, City, County, State, and Federal rules, ordinances, laws and regulations as set forth now and enacted in the future and shall continue throughout the term of the contract. Contractor shall comply with all changes in City ordinances, State or Federal laws within thirty (30) days after said change is made or sooner, if required. Contractor shall be responsible for instructing employees in all measures and compliance

16. Contractor shall be required to wear reflective wear at all times. Operator shall wear reflective vest, coats or shirts defined by Federal regulation 23-CFR-634 (ANSI/ISEA 207-2006) while on the scene of any incident or accident.
17. Contractor shall at no time permit use of equipment in a manner as to create a safety hazard. In peak periods of towing calls (e.g. during icy or rainy weather conditions), the contractor shall keep tow trucks within the city limits to respond to incidents and accidents occurring in the city limits of Brenham.
18. Contractor shall send all notices and file all forms required by law with respect to the storage or disposition of motor vehicles towed pursuant to the contract, whether the notice or form is required to be filed by contractor, the City, or applicable law or regulation.
19. Contractor shall operate as an independent contractor and not as an agent, representative, servant or employee of the City. Contractor shall be solely responsible for the acts and omissions of its officers, agents, contractors, subcontractors, servants and employees, and nothing in any agreement shall be construed as creating a partnership or joint enterprise between the City and contractor.
20. The City, acting through the Public Works Director (or designee) or a Brenham Police Officer at the incident location (or the BPD police officer's supervisor), shall refer exclusively to the contractor all requests for towing services, except in the following instances:
  - i. When contractor cannot perform towing due to limitations of its equipment, or the scope of the needed services exceed the reasonable capability/capacity of the contractor;
  - ii. When contractor cannot provide the number of tow trucks needed;
  - iii. When contractor fails to timely respond to a request;
  - iv. When the owner of a vehicle requests a particular towing company and circumstances permit the Brenham Police Department to accommodate the request without endangering the public or hindering the work of the Police Department; or
  - v. In the case of emergencies or other urgent circumstances requiring services, in the City's sole and absolute discretion, in addition to or in lieu of contractor.
21. The City of Brenham will not be responsible for any fees associated with towing or related services of privately owned vehicles. Invoices for the towing of City-owned vehicles shall be mailed to P. O. Box 1059, Brenham, TX 77834 or emailed to the accounts receivable at AP@cityofbrenham.org within fourteen (14) days of the provided service, and the invoice shall contain details of vehicle towed, the date and time of service, and an itemized listing of all service rendered.

**B. Equipment Requirements**

1. Contractor agrees to maintain and operate all equipment used to provide service in compliance with Texas statutes and regulations.
2. Contractor shall have a minimum of two (2) light or medium duty tow trucks with a minimum of 10,000 pounds towing capacity, and a minimum of one (1) additional light

- or medium duty tow trucks with the same towing capacity available to respond to the tow location within thirty (30) minutes upon request by City personnel.
3. Contractor shall have a minimum of one (1) heavy-duty tow truck having a towing capacity up to 100,000 pounds, and a minimum of one (1) additional heavy-duty tow truck with the same towing capacity available to respond to the tow location within thirty (30) minutes upon request by City personnel. The additional heavy-duty tow truck may be contracted to another tow company at the contractor's discretion. The sub-contracted heavy-duty tow truck must meet all safety standards and requirements, which apply to the contractor. The sub-contractor must deliver any towed vehicle(s) to the contractor's listed storage facility and the contractor is responsible for any fees to be charged by the sub-contractor.
  4. Only factory tow trucks, or tow trucks equivalent to factory tow trucks in parts, function and modernity, not exceeding twenty (20) years in age (unless the tow truck is inspected and approved by the City's designated representative for further services) may be used to provide services under this contract.
  5. Each tow truck must be equipped with the following items, in good working condition:
    1. At least one (1) 10-pound or two (2) 5-pound multiple purposed fire extinguishers.
    2. Magnetic tow lights, unless wireless, with appropriate cable and cushions to protect vehicle finish.
    3. Tow dollies
    4. Straps and tie downs
    5. Gloves
    6. Wheel chocks
    7. 5-gallon trash receptable
    8. Broom and shovel
    9. 36-inch crowbar
    10. Triangle reflectors, flairs, cones, and emergency overhead lights
    11. A uniform must be worn by tow company personnel that is clearly marked with the tow company's name as it appears in departmental records.
    12. A reflective vest or reflective jacket that meets ANSI/ISEA 207-2006 requirements for high visibility safety apparel.
    13. One (1) 5- gallon bucket with absorbent
    14. Winch cables in good condition; no excessive damage.
    15. Original towing operator license issued by TDLR
    16. Signage on truck that displays the TDLR permit holder's name, telephone number, city and state, and the permit number of the truck in letters at least 2-inches high, contrasting with background and permanently affixed in conspicuous places on both sides of the truck.
    17. City Non-Consent Tow decal located in lower right-hand corner of windshield.
    18. Cab card certificates.
  6. Please Indicate if towing company owns and operates its own Rotator in their fleet.

### **C. Facility Requirements**

1. Contractor shall provide one (1) or more locked and licensed vehicle storage facilities for the storage of towed motor vehicles, adequate to store a minimum of 100 vehicles on a minimum of two (2) acres. The storage facility shall be lighted at night, have a security fence and recorded video monitoring in the secured area. OPERATOR shall provide one (1) or more licensed vehicle storage facilities located within Washington County for storage of motor vehicles impounded or towed pursuant to this Contract. OPERATOR shall maintain a locked and secure vehicle storage facility for all impounded and towed vehicles. Storage facilities servicing this contract shall be located within Washington County.
2. Contractor agrees to provide tow/safekeeping services in such vehicle storage facility for all seized and/or forfeiture vehicles awaiting court decision at no cost to the City or courts.
3. Contractor shall comply with a request by the owner of a vehicle to deliver the vehicle to a garage keeper (as defined in TEX. TRANSP. CODE ANN. §683.001(2), as amended).
4. Contractor shall not be obligated to release possession of a towed vehicle to anyone other than a garage keeper unless the full towing fee is paid in advance in cash, or by credit or debit card, nor shall the contractor be obligated to deliver any vehicle to a location outside the city limits of Brenham.
5. Contractor agrees to operate all storage facilities pursuant to the Texas Vehicle Storage Facility Act, TEX. OCC. CODE ANN. Chapter 2303, as amended.

### **D. Personnel Requirements**

1. Contractor shall employ and maintain sufficient personnel and staffing to operate a minimum of two (2) tow trucks at all times and shall have two (2) additional tow truck drivers available to respond to the tow location within thirty (30) minutes upon request by City personnel.
2. Contractors shall conduct a thorough background investigation of all personnel, including a check of both driving record and criminal history, and shall not assign to operations within the City at any time personnel who have been convicted of any crime of moral turpitude, burglary or theft, any felony, a DWI, or DUI. In addition, no personnel shall have any history of addiction or abuse of alcohol, substance abuse, or reckless or negligent driving, or who otherwise demonstrate that it would be unsafe for such employees to be allowed to drive.
3. To the extent legally permitted, contractors shall conduct drug testing of employees prior to hire or prior to the initiation of services under this contract, and no employee shall be assigned to operations within the City at any time after positive results for any illegal drug.
4. Every driver providing service shall have a valid Texas Driver's License of the type required for the vehicle operation.
5. Professional Conduct. OPERATOR and its owner(s), employees, agents, and/or drivers shall conduct themselves in a reasonable, safe, professional, courteous, honorable and lawful manner at all times. Further, Operator, and its owner(s), employees, agents and/or drivers shall conduct themselves with due regard to public conventions and morals and shall not commit any act or do anything which might reasonably be

considered: (i) to be immoral, unprofessional, discourteous, dishonorable, unlawful, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the CITY or its reputation in any way. Notwithstanding any other provision of this Contract, should OPERATOR or any of its owner(s), employees, agents and/or drivers violate this provision, including but not limited to being arrested for or convicted of a criminal law violation, the CITY may terminate this Contract immediately upon written notice to OPERATOR of the termination.

### ***III. EVALUATION CRITERIA***

The selection of the contractor will be made based on the proposals from responsible Respondent(s) whose proposal(s) is determined to be the highest evaluated proposal based on evaluation of all proposals and any negotiations, taking into consideration the evaluation factors as set forth below, and in accordance with Texas Local Government Code, Chapter 252.

The evaluation criteria are as follows:

- 25% - Respondent's experience and ability to provide all required services per the specifications defined in Section II above.
- 25% - Respondent's overall proposed pricing to provide services
- 10% - Respondent's approach for managing the contract in a way that demonstrates their ability to successfully perform the specifications and requirements of the contract
- 10% - Respondent's reputation based on feedback from references and prior experience with the city.
- 10% - Quality, quantity, and location of Respondent's available equipment The City may ask to inspect as part of the evaluation process.
- 10% - Quality and location of Respondent's storage facility(ies) The City may ask to inspect as part of the evaluation process.
- 10% - Quality and quantity of available qualified employees.

Proposals will be reviewed and ranked by an evaluation committee. Oral interviews may be conducted with the top-rated Respondent(s) as selected by the committee. Any expenses of attending an on-site interview or responding to any information requests are not reimbursable by the City of Brenham and are the sole responsibility of the Respondent.

### ***IV. PROPOSAL SUBMITTAL REQUIREMENTS***

Each proposal shall contain all of the items listed below and filed in the same categorical order as listed below. The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. However, submittals shall be prepared simply and economically, providing straightforward, concise responses to the information below.

- A. Respondent Information Sheet. See attached
- B. Historic Background. Provide a brief historical background on your company's delivery of wrecker services.

- C. Service Delivery Approach. Provide a brief overview of how you will service the contract.
- D. Compliance with Specifications. State your ability to comply with the specifications stated in Section II above.
- E. Towing Service Contract. State your ability to execute the attached Towing Service Contract, including your ability to comply with the insurance requirements as stated therein.
- F. Reputation. Provide a list of at least three (3) references that can attest to your ability to comply with the scope of services listed in this RFP. The list should include the business/entity name, contact name, phone number, and email address.
- G. Equipment. Provide a list with photos of the tow trucks that will be utilized to service this contract. At a minimum, the following information should be provided for each truck: model, year, towing capacity, current mileage, and location from which it would be dispatched.
- H. Storage Facilities. Provide a list with photos of your secure storage locations that will be utilized to service this contract. At a minimum, the following information should be provided for each location: address, size, security provisions, storage capacity, years in service, and number of vehicles currently stored at the location.
- I. Personnel. Provide a list of current employees qualified to perform towing services. The list should include employee name, certification/licenses, and years of experience providing towing services, years with Respondent's company.
- J. Proposed Fee Schedule. See attached
- K. Credit Check Authorization. See attached
- L. Conflict of Interest Questionnaire. See attached (Submit only if applicable)

***V. PROPOSAL SUBMISSION***

One (1) unbound original and two (2) copies of the proposal should be submitted in a sealed envelope clearly marked "RFP 26-001 Wrecker and Towing Services" DO NOT OPEN, no later than 10:00 AM Thursday, February 26, 2026. Proposals shall be delivered using one of the following methods:

**Hand-deliver to:**  
 200 W. Vulcan Street  
 Suite 203  
 Brenham, TX 77833

**Mail to:**  
 P.O. Box 1059  
 Brenham, TX 77834-1059  
 ATTN: City Secretary

**Ship to (FedEx, UPS, DHL, etc.):**  
 200 W. Vulcan Street  
 Brenham, TX 77833  
 ATTN: City Secretary

Proposals will be received and publicly acknowledged in the Purchasing Department at the date and time stated on the cover of this RFP. Respondents, their representatives and interested persons may be present. The proposals shall be received and acknowledged only to avoid disclosure of the contents to competing Respondents and shall be kept confidential during negotiations. All proposals **shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the statement of proposals and identified by Respondent as such.**

**PROPOSED FEE SCHEDULE**  
**Privately owned 10,000GVW or less**

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>privately owned</b> passenger automobiles, ambulances, limousines, and all other vehicles having a rated capacity of <b>10,000 GVW or less</b> , including motorcycles, towed to any storage facility within the city limits of Brenham or to contractor's storage facility, by request of the owner, City personnel or the Brenham Police Department (unit price shall include all mileage, hook-up and disconnect fees)	EA	
2. At the Police Department's request, price for <b>privately owned</b> vehicles having a rated capacity of <b>10,000 GVW or less</b> , towed to the Brenham Police Dept located at 1800 Longwood Dr., Brenham, TX, for <b>evidence processing with subsequent towing</b> of the same vehicle to contractor's storage facility or some other location within the City of Brenham as designated by the Brenham Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	\$0.00
3. Motorist Assist Passenger vehicles under 10,000 lbs fixing flat tires	EA	
4. Motorist Assist Passenger vehicles under 10,000 lbs providing fuel	EA	
5. Passenger vehicles under 10,000 lbs unlocking vehicles	EA	
6. Price for winching or off-road recovery	EA	
11. Price for waiting time (Time accrues after responding tow truck has been at the scene for 15 minutes.)	¼ HR	
12. Price for working time – defined as any work completed other than hook- up of vehicle (e.g., clean-up of debris and spills or preparation of vehicle to be towed). [Time accrues after responding tow truck has been at the scene for 15 minutes.]	¼ HR	
13. Price for the use of dollies or flat bed	EA	
14. Price for up-righting an overturned vehicle	EA	
15. Price for installing or uninstalling wheel lock boot (per call out)	EA	
16. Price for high water recovery (knee-deep or higher)	EA	
17. Price for privately-owned vehicles, having a rated capacity of <b>10,000 GVW or less</b> , stored at contractor's secured storage facility, by request of City personnel or the Brenham Police Dept	PER REG UNIT-PER DAY	\$0.00

**PROPOSED FEE SCHEDULE**  
**Privately Owned 10,001-39,999 GVW**

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>privately owned</b> vehicles having a rated capacity <b>from 10,001-39,999 GVW</b> towed to any storage facility within the city limits of Brenham or to contractor's storage facility, at the request of the owner, City personnel or Brenham Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	
2. Medium Vehicles 10,001-39,999 lbs. fixing flat tires	EA	
3. Medium Vehicles 10,001-39,999 lbs. providing fuel	EA	
4. Medium Vehicles 10,001-39,999 lbs. unlocking vehicles	EA	
5. Price for winching or off-road recovery	EA	
6. Price for waiting time (Time accrues after responding tow truck has been at the scene for 15 minutes.)	¼ HR	
7. Price for working time – defined as any work completed other than hook- up of vehicle (e.g., clean-up of debris and spills or preparation of vehicle to be towed). [Time accrues after responding tow truck has been at the scene for 15 minutes.]	¼ HR	
8. Price for the use of dollies or flat bed	EA	
9. Price for up-righting an overturned vehicle	EA	
10. Price for installing or uninstalling wheel lock boot (per call out)	EA	
11. Price for high water recovery (knee-deep or higher)	EA	
12. Price for privately-owned vehicles, having a rated capacity of <b>over 10,000 GVW</b> , stored at contractor's secured storage facility, by request of City personnel or the Brenham Police Dept	PER REG UNIT PER DAY	\$0.00

**PROPOSED FEE SCHEDULE**  
**Privately Owned 40,000 GVW or greater**

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>privately owned</b> vehicles having a rated capacity of <b>40,000 GVW or greater</b> towed to any storage facility within the city limits of Brenham or to contractor's storage facility, at the request of the owner, City personnel or Brenham Police Dept (unit price shall include all mileage, hook-up and disconnect fees)	EA	
2. Large Vehicles 40,000 lbs. and over fixing flat tires	EA	
3. Large Vehicles 40,000 lbs. and over providing fuel	EA	
4. Large Vehicles 40,000 lbs. and over unlocking vehicles.	EA	
5. Price for winching or off-road recovery	EA	
6. Price for waiting time (Time accrues after responding tow truck has been at the scene for 15 minutes.)	EA	
7. Price for working time – defined as any work completed other than hook- up of vehicle (e.g., clean-up of debris and spills or preparation of vehicle to be towed). [Time accrues after responding tow truck has been at the scene for 15 minutes.]	Per Mile	
8. Price for the use of dollies or flat bed	Per Mile	
9. Price for up-righting an overturned vehicle	EA	
10. Price for installing or uninstalling wheel lock boot (per call out)	EA	
11. Price for high water recovery (knee-deep or higher)	EA	
12. Price for privately-owned vehicles, having a rated capacity of <b>over 40,000 GVW</b> , stored at contractor's secured storage facility, by request of City personnel or the Brenham Police Dept	PER REG UNIT PER DAY	\$0.00

## PROPOSED FEE SCHEDULE

### City Vehicles

DESCRIPTION	UOM	UNIT PRICE
1. Price for all <b>City</b> owned vehicles having a rated capacity of <b>10,000 GVW or less</b> , towed to the City of Brenham Fleet Services Dept, located at 506 S. Austin, Brenham, TX, dealership or place of choice in Brenham (unit price shall include all mileage, hook-up and disconnect fees)	EA	
2. Price for all <b>City</b> owned vehicles having a rated capacity <b>from 10,001-39,999 GVW</b> , towed to the City of Brenham Fleet Services Dept, located at 506 S. Austin, Brenham, TX, dealership or place of choice in Brenham (unit price shall include all mileage, hook-up and disconnect fees)	EA	
3. Price for all <b>City</b> owned vehicles having a rated capacity of <b>40,000 GVW or greater</b> , towed to the City of Brenham Fleet Services Dept, located at 506 S. Austin, Brenham, TX, dealership or place of choice in Brenham (unit price shall include all mileage, hook-up and disconnect fees)	EA	
4. Price for all <b>City</b> owned vehicles having a rated capacity <b>from 10,001-39,999 GVW</b> , towed from the City of Brenham Fleet Services Dept to a repair shop, possibly outside the City of Brenham	Per Mile	
5. Price for all <b>City</b> owned vehicles having a rated capacity of <b>40,000 GVW or greater</b> , towed from the City of Brenham Fleet Services Dept to a repair shop, possibly outside the City of Brenham	Per Mile	
6. Price for winching or off-road recovery	EA	
7. Price for waiting time (Time accrues after responding tow truck has been at the scene for 15 minutes.)	¼ HR	
8. Price for working time – defined as any work completed other than hook- up of vehicle (e.g., clean-up of debris and spills or preparation of vehicle to be towed). [Time accrues after responding tow truck has been at the scene for 15 minutes.]	¼ HR	
9. Price for the use of dollies or flat bed	EA	
10. Price for up-righting an overturned vehicle	EA	
11. Price for installing or uninstalling wheel lock boot (per call out)	EA	
12. Price for high water recovery (knee-deep or higher)	EA	

**PROPOSED FEE SCHEDULE**  
**Miscellaneous**

1. Price for notification letters required to be sent pursuant to Texas law	<b>EA</b>	
2. Credit Card fee if applied	<b>%</b>	
<b>List any additional fees that could be considered that are not listed above</b>		
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

## VEHICLES AND EQUIPMENT

List Contractor's and Sub-Contractor's vehicles and equipment owned or leased that would be used in providing the services. Demonstration of the vehicles and equipment offered may be required and must comply with all governing regulations.

YEAR	EQUIPMENT	MAKE / MODEL	TRUCK SIZE

## VEHICLE STORAGE FACILITY SITES

The following facility locations will be utilized for the storage of vehicles.

FACILITY NAME	FACILITY ADDRESS/LOCATION	LIMITATIONS/SECURITY PROVISIONS

## PERSONNEL

The following Personnel will be utilized and are qualified in provision of the services and will comply with all the terms and conditions of this Request for Proposals.

Employee Name and Address	Driver's License #	Job Title

## SUB-CONTRACTORS

The following Sub-contractors will be utilized in provision of the services and will comply with all the terms and conditions of this Request for Proposals.

Company Name and Address	Phone	Email

## HISTORICAL DATA

YEAR	REGULAR VEHICLES IMPOUNDED	HEAVY DUTY VEHICLES IMPOUNDED	CITY VEHICLES IMPOUNDED

## ADDENDA

We acknowledge receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

<b>Addendum No.</b>	<b>Date Issued</b>	<b>Date Received</b>	<b>Initials</b>

## RESPONDENT INFORMATION SHEET

<b>Company Name</b>	
<b>Address</b>	
<b>City, State, Zip</b>	
<b>Phone Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Tax Identification Number</b>	
<b>Signature of Authorized Agent</b>	
<b>Printed Name of Authorized Agent</b>	
<b>Title</b>	
<b>Date</b>	

**Historic Background of Company** - Provide a brief historic background on your company's delivery of wrecker services.

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**Service Delivery Approach** - Provide a brief overview of how you will service the contract.

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**Compliance with Specifications** - State your ability to comply with the specifications stated in Section II above.

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**List of accredited certifications by employees for your company**

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**How would your company handle a multi-18-wheeler accident with 2 passenger cars included. All vehicles needing tows. Include your company's capacity and if partnering would be available or needed.**

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**MISCELLANEOUS FORMS  
NO BID SHEET FOR  
RFP NO. 26-001**

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

City of Brenham

Purchasing Department

PO BOX 1059

Brenham, Texas 77834

**Please check the items that apply:**

Do not sell the item(s) required.

Cannot be competitive.

Cannot provide Insurance required.

Cannot meet the Specifications highlighted in the attached Bid.

Cannot provide Bonding required.

Cannot comply with Indemnification requirements.

Job too large.

Job too small.

Do not wish to do business with the city.

Other reason.

Other reason.

\_\_\_\_\_  
\_\_\_\_\_  
**Company Name:** \_\_\_\_\_

**Authorized Officer or  
Agent Signature:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_\_) \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

## QUESTIONNAIRE

*All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your proposal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your proposal.*

GENERAL CONTACT INFORMATION					
<b>Primary Contact:</b>			<b>Title:</b>		
<b>Vendor Name:</b>					
<b>Vendor Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip:</b>	
<b>Phone:</b>			<b>Fax:</b>		
<b>Email:</b>				<b>Tax ID:</b>	

*Provide at Least 3 References, including contact name, agency name, title, phone number and email of those you have provided similar services in the past three (3) years. This information will be used in the evaluation of your proposal.*

REFERENCE #1					
<b>Reference Name:</b>			<b>Title:</b>		
<b>Reference Organization:</b>					
<b>Project Title:</b>					
<b>Email:</b>			<b>Phone:</b>		
REFERENCE #2					
<b>Reference Name:</b>			<b>Title:</b>		
<b>Reference Organization:</b>					
<b>Project Title:</b>					
<b>Email:</b>			<b>Phone:</b>		
REFERENCE #3					
<b>Reference Name:</b>			<b>Title:</b>		
<b>Reference Organization:</b>					
<b>Project Title:</b>					
<b>Email:</b>			<b>Phone:</b>		

LEGAL INFORMATION				
Has your firm failed to complete a contract?	Yes		No	
<i>If yes, please identify the project and date:</i>				
Do you have any litigation issues pending in the last three (3) years?	Yes		No	
<i>If yes, please explain:</i>				
Are there any judgements, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?	Yes		No	
<i>If yes, please explain:</i>				

BILLING				
What is the timeframe an invoice should be expected after services/commodities are delivered?				
Days		Weeks		Months
Briefly explain how your business maintains and executes a service schedule for various locations:				



**HOUSE BILL 89 VERIFICATION**

I, \_\_\_\_\_, the undersigned representative of  
(Individual's Name)

\_\_\_\_\_,  
(Business or Company)

Hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.01, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israel-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

By my signature, I affirm the information provided on this form is accurate to the best of my knowledge.

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Date**

## **PROPOSAL SUBMISSION AUTHORIZATION**

- An authorized representative must sign proposals, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The CITY reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.
- Agrees that the submittal is complete and all required information/forms were submitted.
- Agrees that the bid package was fully reviewed and fully understands the requirements.
- Agrees to the Terms and Conditions as included in this bid packet and have noted any exceptions.
- Agrees that their submittal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time.
- Will supply all required insurance and execute contract within the time stated on the notice of award.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP and during the performance of the Wrecker and Towing Services , once executed.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NON-COLLUSION CERTIFICATE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Brenham for consideration in the award of a contract on the improvement described as follows:

**RFP NO. 26-001 – Wrecker and Towing Services**

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

NOTARY SEAL:

EXHIBIT "A"

**TERMS AND CONDITIONS FOR PROPOSALS**

**Definitions:**

In order to simplify the language throughout this request for proposals, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Proposer(s) of this proposal request.

**Instructions:**

The following instructions apply to all proposals and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

**Form:**

Proposals must be submitted on this form only. **Proposers are required to submit one (1) original and one (1) copy.** All proposals submitted must be itemized with prices extended when practical. **PROPOSER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

**Bid Return:**

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

**Late Proposal:**

Proposals must be received by the Purchasing Department prior to the time indicated on this form. Late proposals will not be opened and will be returned to the proposer only upon written request.

**Acceptance:**

The City of Brenham reserves the right to accept or reject any or all proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the proposer's current violation of any City ordinance, the proposer's current inability to satisfactorily perform the work or service, or the proposer's previous failure to timely perform its obligation under a contract with the City.

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All proposers are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the proposer as it relates to proposer's ability to perform the contract for the City, the delivery date, the reputation of the proposer and the proposer's goods or services, the quality of the proposer's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the proposer's goods or services, the proposer's past performance under contracts with

## EXHIBIT "A"

the City, the proposer's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate proposals on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

### **Award of Contract:**

The contract may be awarded to the proposer who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the proposer and of the proposer's goods or services;
- c. the quality of the proposer's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the proposer's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

- g. the total long-term cost of the City to acquire the proposer's goods or services; and
- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single proposer; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

### **Term of Contract:**

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

### **Extension of Contract:**

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to three (3) additional one (1) year terms (four (4) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

### **Assignment of Contract:**

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

### **Contract Termination:**

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

## EXHIBIT "A"

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the proposer's list for receiving future proposals.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

### **Reimbursements:**

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **Minority Owned Businesses:**

Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

### **Error-Quantity:**

Proposals must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

### **Quantities:**

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

### **Variations/Conflicts:**

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

In the case of any conflict between these Terms and Conditions and the Contract between the City and the successful Proposer, the provisions of the Contract shall control.

### **F.O.B. – Damage**

Proposals will not be considered unless proposals include F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, proposer must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

### **Firm Prices:**

Proposers must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful proposer must hold proposal prices firm for the duration of the Contract. Sealed competitive proposals may be negotiated, amended or changed after the proposal opening date.

### **Cooperative Agreements:**

Successful proposer agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

### **Authorized Signature:**

Proposals must show full firm name and mailing address of proposer and be manually signed by an authorized representative of the proposer. Firm name and authorized signature should appear on

## EXHIBIT "A"

each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that proposer has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

### **Withdrawal-Alteration Of Proposals:**

Proposals cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

### **Lump Sum Proposals:**

Lump sum proposals will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum proposals will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

### **All-Or-None Proposals:**

All-or-none proposals will be considered only if proposer quoted prices on all items requested. If a proposer desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none proposals will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

### **Payment Of Invoices:**

Invoices must be submitted by the successful proposer to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

### **Cash Discounts:**

Proposers may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

### **Taxes:**

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

### **Delivery:**

Proposals must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding proposals. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and proposer's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

### **Liability:**

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by,

## EXHIBIT "A"

arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

### **Material Safety Data Sheets (MSDS):**

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

### **Patents, Franchises, etc.:**

The successful proposer agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

### **No Proposals:**

If proposer is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if proposer desires to bid on future purchases.

### **Addenda:**

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Proposers are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Proposers failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or

reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

### **Fiscal Funding:**

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the following calendar year.

### **H.B. 1295 Compliance:**

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

### **No Boycott of Israel:**

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or

## EXHIBIT "A"

services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

### **Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:**

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

### **Conflict of Interest:**

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

### **Applicable Law and Venue**

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

### **Insurance**

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
  - a) Commercial General Liability Policy
  - b) Automobile Liability Policy
  - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
  - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
  - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
  - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
  - d) "Claims Made" policies will not be accepted.
  - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special

## EXHIBIT "A"

- limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
  - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
  - h) Upon request, certified copies of all insurance policies shall be furnished to the City.
4. Commercial General Liability
- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. Automobile Liability
- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
6. Worker's Compensation
- a) Statutory
7. Liquor Liability Insurance
- a) Limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage arising from selling, serving or furnishing of any alcoholic beverage by Vendor or Vendor's employees, representatives, agents, or subcontractors in the performance of this Agreement.
8. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
- a) The company is licensed and admitted to do business in the State of Texas.
  - b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
  - c) All endorsements and insurance coverage according to requirements and instructions contained herein.
  - d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
  - e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

## EXHIBIT "A"

**Workers' Compensation Provisions**  
**(State law requires the following language in**  
**contracts on public works projects).**

**DEFINITIONS:**

Certificate of Coverage (certificate) – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitations, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

## EXHIBIT "A"

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
  - 1. a certificate of coverage, prior to the person beginning work on the project; and
  - 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

By signing the contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.

## EXHIBIT "B"

**INSURANCE:** Contractor agrees to procure and maintain, during the term of this Contract the following insurance coverage:

- (1) Worker's Compensation Insurance – on behalf of itself, its partners, and all employees directly or indirectly employed by Contractor who are to provide a service under this Contract of limits no less than as required by law.
- (2) Comprehensive/Commercial General Liability:
  1. Bodily Injury Liability
    - (a) \$300,000.00 per occurrence for wreckers with a gross vehicle weight of less than 26,000 lbs.
    - (b) \$500,000.00 per occurrence for wreckers with a gross vehicle weight of 26,000 lbs. or greater.
  2. Property Damage Liability
    - (a) \$300,000.00 per occurrence for wreckers with a gross vehicle weight of less than 26,000 lbs.
    - (b) \$500,000.00 per occurrence for wreckers with a gross vehicle weight of 26,000 lbs. or greater.
  3. Total Aggregate: \$1,000,000.00

This coverage shall include all vehicles owned or non-owned that are operating under Contractor's operating permit.
- (3) Cargo/On-Hook \$50,000 per unit
- (4) Garagekeeper's Liability\$30,000 per unit

If Federal, State or local law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the applicable law. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the State of Texas.

The Public Works Director of the City of Brenham shall be notified at least thirty (30) days prior to the cancellation of said insurance by the insurance company. The City of Brenham shall be included as insured.

**TOWING SERVICE  
CONTRACT  
CITY OF BRENHAM, TEXAS**

KNOW ALL MEN BY  
THESE PRESENTS:

SAMPLE

## EXHIBIT "C"

This Towing Service Contract ("Contract"), made and entered into by and between the City of Brenham, a Texas home-rule municipal corporation ("CITY"), and \_\_\_\_\_, a Texas \_\_\_\_\_ ("OPERATOR"), is for the purpose of providing towing services to the City of Brenham as further described in this Contract.

### WITNESSETH:

That the Parties hereto, in consideration of the covenants and agreements hereinafter contained to be kept and performed by both Parties, do hereby agree and contract as follows:

#### I. Services

OPERATOR agrees to provide motor vehicle towing and immobilization services within the city limits of Brenham, Texas, on request of the CITY, seven (7) days a week, twenty-four (24) hours a day, for an initial one-year term beginning on \_\_\_\_\_, 2026, and ending on \_\_\_\_\_, 2027. This Contract shall be renewable for three (3) additional one-year periods if mutually agreeable to the CITY and the OPERATOR. OPERATOR agrees to meet and comply with all requirements set forth in the City's Request for Proposals for Towing Services which is attached to this Contract as Exhibit A and is incorporated herein for all purposes.

CITY agrees to utilize OPERATOR for all non-consent tows and requests by CITY personnel, dispatch, and Brenham Police Department for towing abandoned and nuisance vehicles, abandoned motor vehicles, junked vehicles, motorist assist, vehicles seized as evidence in criminal cases or for safekeeping in connection with an arrest, and vehicles obstructing traffic, except in the following instances:

1. When OPERATOR cannot perform towing due to limitations of its equipment;
2. When OPERATOR cannot provide the number of tow trucks needed;
3. When OPERATOR fails to respond promptly to a request; and
4. When the owner of a vehicle requests a particular towing company and circumstances permit the Police Department to accommodate the request without endangering the public or hindering the work of the Police Department.

#### II. Facilities

OPERATOR shall provide one (1) or more licensed vehicle storage facilities located within Washington County for storage of motor vehicles impounded or towed pursuant to this Contract. OPERATOR shall maintain a locked and secure vehicle storage facility for all impounded and towed vehicles.

The vehicle storage facility shall meet all requirements of state law and any applicable Washington County and City of Brenham regulations regarding vehicle storage facilities.

Operator shall meet all requirements of both State and Federal law regarding the towing and storage of vehicles carrying materials classified as "Hazardous in Nature."

Every storage facility shall be adequately secured against theft and vandalism and have security fencing. OPERATOR will be responsible for each vehicle and its contents while in its care, custody, and control. The storage facility premises and office area must be kept clean and orderly. All vehicles in the storage facility shall be stored in such a manner that there exists a minimum of three feet (3') on the driver's side of each vehicle to allow access to the interior of the vehicle in order to check the vehicle's identification numbers.

**III.** All vehicles towed by OPERATOR pursuant to this Contract, shall be taken to OPERATOR'S storage facility, unless the owner, operator, or person with possession custody, and control of said vehicle authorizes in writing that the vehicle be taken to another location. It is sufficient that the other location is written on the OPERATOR towing receipt or ticket at the scene. **Equipment**

OPERATOR agrees to maintain and operate all equipment used to provide service under this Contract in compliance with the terms and conditions of this Contract and all applicable federal and state statutes and regulations.

OPERATOR agrees that in addition to equipment and facilities required by all applicable federal and state statutes and regulations, at a minimum two (2) light or medium duty tow trucks with a minimum of ten thousand (10,000) pounds hauling capacity, equipped with a two-way radio, shall be available to OPERATOR at all times, and at least one (1) additional heavy-duty tow truck shall be available within one-half (1/2) hour upon request by CITY personnel. All tow trucks used to provide service under the terms of this Contract shall be equipped with the items specified in Exhibit A to this Contract, and all equipment shall be in good working condition.

**IV. Personnel**

OPERATOR agrees to have at least two (2) tow truck drivers available at all times and two (2) additional tow truck drivers available in city limits within one-half (1/2) hour upon request of CITY personnel. Every driver providing service under this Contract shall have a valid Texas Driver's License of the type required for the vehicle operated and must meet all requirements specified in Exhibit A to this Contract.

OPERATOR agrees to provide sufficient personnel to dispatch calls for service under this Contract.

**V. Compensation**

OPERATOR shall charge the fees approved in writing by the City as designated in Exhibit A to this Contract for towing and storage of all vehicles handled on request of the CITY. Except as otherwise provided in this Section V, charging fees in excess of the fees specified in Exhibit A shall constitute a default of this Contract and be grounds for immediate termination upon written notice from the CITY without the opportunity for the OPERATOR to cure the default. Fees shall be paid directly to OPERATOR, not to the CITY. In order to propose charging a fee not listed on Exhibit A due to special circumstances, the OPERATOR must request prior approval from the Public Works Director in writing, and simultaneously submit sufficient documentation and justification concerning the proposed fee. The approval or disapproval of the fee shall be in writing and is within the sole and absolute discretion of the Public Works Director or his designee. Unclaimed vehicles and vehicles held to satisfy garagekeeper's liens shall be disposed of in accordance with State law. Excess proceeds from lien foreclosure sales shall be paid to the party entitled to receive them. Excess proceeds from sales of abandoned and junked vehicles shall be paid to the CITY.

**VI. Independent Contractor**

The relationship between the CITY and OPERATOR shall be that of an independent contractor. Neither the OPERATOR nor any persons or entities performing services under this

## EXHIBIT "C"

Contract shall be deemed employees or agents of the City of Brenham, nor shall such persons or entities represent themselves to others as agents or employees of the CITY.

### VII. Insurance

The OPERATOR shall continually maintain, in a form acceptable to the CITY, general liability and other insurance in the policy coverage amounts stated in Exhibit B to this Contract, containing provisions naming the CITY, its officers, elected officials, employees, volunteers, agents and representatives as an additional insureds, and requiring that thirty (30) days' notice be given to the CITY prior to cancellation, modification or reduction of the limits of the policy. Certificate(s) of insurance evidencing insurance coverage maintained by OPERATOR, *and each towing company subcontracted by OPERATOR and approved by CITY to assist OPERATOR with providing services pursuant to this Contract*, shall be provided to the CITY as often as necessary, or when requested by the CITY, to show that the required amount of insurance is in force continuously during the term of this Contract.

### VIII. Indemnification

**OPERATOR, INCLUDING ITS OWNERS, OFFICERS, PARTNERS, ASSOCIATES, MANAGERS, HEIRS, ASSIGNS, AND SUCCESSORS, AGREES TO HOLD CITY HARMLESS FROM AND INDEMNIFY THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, VOLUNTEERS, AGENTS, AND REPRESENTATIVES AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, DAMAGES, COSTS, ATTORNEY'S FEES, AND INTEREST, RELATING TO ANY AND ALL PERSONAL INJURIES, DEATHS, AND/OR PROPERTY DAMAGE BY WHOMSOEVER SUFFERED, ARISING OUT OF, RESULTING FROM, OR IN ANY MANNER CONNECTED WITH ANY ACT OR OMISSION BY OPERATOR, ITS OWNERS, PARTNERS, ASSOCIATES, MANAGERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, WORKMEN, AND OTHER PERSONS USED BY IT OR OTHERWISE UNDER ITS DIRECTION IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.**

### IX. Venue

Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement shall be exclusively in Washington County, Texas, and any court of competent jurisdiction shall interpret this contract in accordance with the laws of the State of Texas, notwithstanding any conflicts of law provisions.

### X. Non-assignability

The rights, duties, obligations, and privileges under this Contract are non-transferable, and are exclusively granted to the undersigned. OPERATOR may not sell, transfer, convey, or assign this Contract or an ownership or any other interest in OPERATOR's rights, duties, obligations, and privileges under this Contract without the express written consent of the City Council of the City of Brenham or its designee.

### XI. Compliance With All Laws

OPERATOR agrees to comply strictly with all Federal, State, local and municipal laws, Rules, regulations and policies (specifically including but not limited to, Title 16 Part 4 Chapter 85 "Vehicle Storage Facilities" of the Texas Administrative Code and Chapters 2303 and 2308 of the Texas Occupation Code)

and all other laws and regulations regarding the licensing and registration of tow vehicles.

## **XII. Severability**

If a court of competent jurisdiction finds any part of this Contract invalid or unenforceable, or if the State Legislature enacts or amends a controlling statute, that part shall be severable from the remainder of this Contract and shall not cause the invalidity or unenforceability of the remaining parts of this Contract.

## **XIII. Termination**

Termination for Cause. Either Party may terminate this Contract based on a breach of any provision of this Contract by the other Party which is not cured within thirty (30) days after the defaulting Party receives written notice of the breach. However, notwithstanding the forgoing sentence of this Section XIII, in the event the OPERATOR charges fees in excess of the fees specified in Exhibit A (except as authorized by the Public Works Director in accordance with Section V of this Contract), such conduct shall constitute a breach of this Contract and be grounds for immediate termination upon written notice from the CITY without the opportunity for the OPERATOR to cure such breach.

Termination for Convenience. Either Party may terminate this Contract upon ninety (90) days written notice of termination by such Party to the other Party.

Mutual Termination. The Parties may mutually agree in writing at any time to terminate this Contract.

Acts of Default. The failure of OPERATOR to fully, completely, and timely comply with each obligation agreed to herein shall be an act of default. OPERATOR understands, acknowledges, and agrees that anything other than full compliance with this Contract shall be an act of default unless waived in writing by the CITY. OPERATOR understands, acknowledges, and agrees that a breach of this Contract, which may not otherwise result in a default, shall constitute a default when the breaches, even if different breaches, are frequent, regular, or repetitive. CITY terminates this Contract (subject to the notice and cure provisions set forth above), the CITY may pursue all legal, contractual, and equitable remedies upon a default of this Contract.

## **XIV. Notices**

Notices required by this Contract shall be deemed delivered upon the earlier of: 1) three (3) days after the notice is deposited in the U.S. mail properly addressed and with sufficient postage; or 2) upon actual receipt by the party to whom notice is sent. All notices required hereunder shall be delivered by a commercial carrier/delivery service or mailed by certified or registered U.S. mail, return receipt requested, as follows:

**CITY OF BRENHAM:** City of Brenham Public Works  
Attn: Dane Rau  
P. O. Box 1059  
Brenham TX 77834-1059

EXHIBIT "C"

**TOWING COMPANY:**

Company Name: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cellular: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

SAMPLE

#### **XIV. Contract Administrator**

This Contract shall be administrated on the City's behalf by the City of Brenham Public Works Director or his designee. All notices, documentation, or questions arising under this Contract should be addressed to the City's contract administrator at:

Dane Rau, Public Works Director  
City of Brenham  
200 W. Vulcan St.  
Brenham, Texas 77833

#### **XV. Records**

OPERATOR shall maintain during the term of this Contract, and for three (3) years following the expiration or termination of this Contract, complete and accurate copies of all books, records, receipts, and tickets generated under or related to this Contract. OPERATOR agrees to make its books and records, regarding the performance of this Contract, available to CITY'S duly contract administrator or other City representatives at OPERATOR's place of business during normal business hours for inspection, copying and auditing. Failure to maintain the records described above or failure to provide access to the records will be a basis for termination of this Contract. Audits shall be performed by the CITY on an as needed basis solely determined by the CITY.

#### **XVI. Inquiries**

On all bills, invoices, receipts, tickets, etc. issued by OPERATOR for services rendered under this Contract, OPERATOR shall notify customers of the fees specified in Exhibit A of this Contract and, the mailing address for the Department's Director, PO Box 1059, Brenham, TX 77834-1059, and telephone number (979) 337 – 7337 for purpose of directing questions regarding fees or services.

OPERATOR shall give customers an itemized receipt that reflects the services and fees as specified herein above. This notice must be pre-printed on the forms used by OPERATOR or a legible sticker or rubber stamp may be used to convey the required information. The required information must be in Times New Roman font of not less than ten (10) points. A notice containing this same information shall also be posted on a sign prominently displayed to the public at the place of payment, in letters at least one inch (1") high, with a contrasting background. This sign shall be posted within fifteen (15) calendar days after Contract is executed.

#### **XVII. Complaints and Overcharges**

Complaints concerning OPERATOR's performance of this Contract received by the CITY shall be forwarded to and promptly investigated by OPERATOR and a satisfactory written explanation made to CITY within five (5) business days after the date OPERATOR is notified verbally and/or in writing of the complaint by the CITY. OPERATOR agrees to promptly and without delay take whatever action is necessary to correct any and all complaints. OPERATOR's failure to timely investigate or to promptly correct errors, overcharges or complaints shall constitute a breach of this Contract. Overcharges for towing or storage or both shall be promptly refunded. When a complaint is initiated, all charges will stop until such time as the complaint has been resolved in writing and signed by all parties involved. All complaints must be received in writing by the CITY. Oral complaints will not be acted upon in any way. A complaint form will be provided by the

CITY.

**XVIII. Vehicle Release**

OPERATOR shall release vehicles in its custody twenty-four (24) hours per day. Vehicles must be released within one (1) hour of a request. OPERATOR shall release personal property during normal business hours free of charge.

**XIX. Police Hold**

OPERATOR must provide a uniquely numbered receipt (a card stub) to the CITY on impounded vehicles that describes the vehicle to be impounded and designates whether or not there is a police hold on the vehicle. Before releasing a vehicle with a police hold marked on the stub OPERATOR will ensure that any law enforcement hold has been canceled. Holds may only be placed by a Brenham Police Department officer with the rank of Sergeant or above and must be in writing. The CITY is not responsible for additional storage fees that are the result of an improperly placed law enforcement hold.

Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF BRENHAM**

**OPERATOR**

\_\_\_\_\_  
Carolyn D. Miller  
City Manager

\_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Jeanna Bellinger  
City Secretary

EXHIBIT "C"

STATE OF TEXAS §  
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by Carolyn Miller, City Manager of the City of Brenham, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF WASHINGTON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas