

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

AGREEMENT

**34549**

THIS AGREEMENT is made and entered, in duplicate, as of January 11, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on January 10, 2017, by and between MIGHTY TRANSPORT, INC. DBA FRANK SCOTTO TOWING, a California corporation ("Contractor"), with a place of business at 1750 W. 223RD ST., TORRANCE, CA 90501, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with As Needed Towing Services ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using a Request for Proposals No. FS16-037 ("RFP"), incorporated and constituting part of this Agreement by this reference; and

WHEREAS, City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession and the terms and conditions stated herein, and City shall pay for these services in the manner described below, not to exceed Thirty Thousand Dollars (\$30,000) annually, at the rates or charges shown in Exhibit "B".

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4864

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B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Agreement. For the purposes of this Section, a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Agreement will terminate at no additional cost or obligation to the City.

C. Contractor may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Contractor, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

D. Contractor has requested to receive regular payments. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

E. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its

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1 performance.

2 F. CAUTION: Contractor shall not begin work until this  
3 Agreement has been signed by both parties and until Contractor's evidence of  
4 insurance has been delivered to and approved by City.

5 2. TERM. The term of this Agreement shall commence at midnight on  
6 May 1, 2016, and shall terminate at 11:59 p.m. on April 30, 2018, unless sooner terminated  
7 as provided in this Agreement, or unless the services or the Project is completed sooner.  
8 The parties have the option to extend the term for two (2) additional one-year period.

9 3. COORDINATION AND ORGANIZATION.

10 A. Contractor shall coordinate its performance with City's  
11 representative, if any, named in Exhibit "C", attached to this Agreement and  
12 incorporated by this reference. Contractor shall advise and inform City's  
13 representative of the work in progress on the Project in sufficient detail so as to  
14 assist City's representative in making presentations and in holding meetings on the  
15 Project. City shall furnish to Contractor information or materials, if any, described in  
16 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
17 perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City  
19 for entering this Agreement was and is the reputation and skill of Contractor's key  
20 employee, Shawn Van Lingen. City shall have the right to approve any person  
21 proposed by Contractor to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,  
23 Contractor is and shall act as an independent contractor and not an employee,  
24 representative or agent of City. Contractor shall have control of Contractor's work and the  
25 manner in which it is performed. Contractor shall be free to contract for similar services to  
26 be performed for others during this Agreement; provided, however, that Contractor acts in  
27 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
28 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;

1 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
2 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
3 the usual and customary rights, benefits or privileges of City employees. Contractor  
4 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
5 shall represent themselves to be employees or agents of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this  
8 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
9 duration of this Agreement, from insurance companies that are admitted to write  
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
11 Company or from authorized non-admitted insurance companies subject to Section  
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
13 by A.M. Best Company, the following insurance:

14 (a) Commercial general liability insurance (equivalent in scope to  
15 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
16 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
17 coverage shall include but not be limited to broad form contractual liability,  
18 cross liability, independent contractors liability, and products and completed  
19 operations liability. City, its boards and commissions, and their officials,  
20 employees and agents shall be named as additional insureds by  
21 endorsement (on City's endorsement form or on an endorsement equivalent  
22 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
23 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
24 and this insurance shall contain no special limitations on the scope of  
25 protection given to City, its boards and commissions, and their officials,  
26 employees and agents. This policy shall be endorsed to state that the  
27 insurer waives its right of subrogation against City, its boards and  
28 commissions, and their officials, employees and agents.

1 (b) Workers' Compensation insurance as required by the California  
2 Labor Code and employer's liability insurance in an amount not less than  
3 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
4 its right of subrogation against City, its boards and commissions, and their  
5 officials, employees and agents.

6 (c) Professional liability or errors and omissions insurance in an  
7 amount not less than \$1,000,000 per claim.

8 (d) Commercial automobile liability insurance (equivalent in scope  
9 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
10 amount not less than \$500,000 combined single limit per accident.

11 B. Any self-insurance program, self-insured retention, or  
12 deductible must be separately approved in writing by City's Risk Manager or  
13 designee and shall protect City, its officials, employees and agents in the same  
14 manner and to the same extent as they would have been protected had the policy  
15 or policies not contained retention or deductible provisions.

16 C. Each insurance policy shall be endorsed to state that coverage  
17 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
18 written notice to City, shall be primary and not contributing to any other insurance  
19 or self-insurance maintained by City, and shall be endorsed to state that coverage  
20 maintained by City shall be excess to and shall not contribute to insurance or self-  
21 insurance maintained by Contractor. Contractor shall notify City in writing within five  
22 (5) days after any insurance has been voided by the insurer or cancelled by the  
23 insured.

24 D. If this coverage is written on a "claims made" basis, it must  
25 provide for an extended reporting period of not less than one hundred eighty (180)  
26 days, commencing on the date this Agreement expires or is terminated, unless  
27 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
28 continuing coverage for a period of not less than three (3) years, commencing on

1 the date this Agreement expires or is terminated.

2 E. Contractor shall require that all subcontractors or consultants  
3 that Contractor uses in the performance of these services maintain insurance in  
4 compliance with this Section unless otherwise agreed in writing by City's Risk  
5 Manager or designee.

6 F. Prior to the start of performance, Contractor shall deliver to City  
7 certificates of insurance and the endorsements for approval as to sufficiency and  
8 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
9 insurance, furnish to City certificates of insurance and endorsements evidencing  
10 renewal of the insurance. City reserves the right to require complete certified copies  
11 of all policies of Contractor and Contractor's subcontractors and consultants, at any  
12 time. Contractor shall make available to City's Risk Manager or designee all books,  
13 records and other information relating to this insurance, during normal business  
14 hours.

15 G. Any modification or waiver of these insurance requirements  
16 shall only be made with the approval of City's Risk Manager or designee. Not more  
17 frequently than once a year, City's Risk Manager or designee may require that  
18 Contractor, Contractor's subcontractors and consultants change the amount, scope  
19 or types of coverages required in this Section if, in his or her sole opinion, the  
20 amount, scope or types of coverages are not adequate.

21 H. The procuring or existence of insurance shall not be construed  
22 or deemed as a limitation on liability relating to Contractor's performance or as full  
23 performance of or compliance with the indemnification provisions of this Agreement.

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
25 contemplates the personal services of Contractor and Contractor's employees, and the  
26 parties acknowledge that a substantial inducement to City for entering this Agreement was  
27 and is the professional reputation and competence of Contractor and Contractor's  
28 employees. Contractor shall not assign its rights or delegate its duties under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
2 of City, except that Contractor may with the prior approval of the City Manager of City,  
3 assign any moneys due or to become due Contractor under this Agreement. Any  
4 attempted assignment or delegation shall be void, and any assignee or delegate shall  
5 acquire no right or interest by reason of an attempted assignment or delegation.  
6 Furthermore, Contractor shall not subcontract any portion of its performance without the  
7 prior approval of the City Manager or designee, or substitute an approved subcontractor or  
8 consultant without approval prior to the substitution. Nothing stated in this Section shall  
9 prevent Contractor from employing as many employees as Contractor deems necessary  
10 for performance of this Agreement.

11 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
12 certifies that, at the time Contractor executes this Agreement and for its duration,  
13 Contractor does not and will not perform services for any other client which would create a  
14 conflict, whether monetary or otherwise, as between the interests of City and the interests  
15 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
16 employees, subcontractors and consultants.

17 8. MATERIALS. Contractor shall furnish all labor and supervision,  
18 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
19 necessary to or used in the performance of Contractor's obligations under this Agreement,  
20 except as stated in Exhibit "D".

21 9. OWNERSHIP OF DATA. All materials, information and data  
22 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
23 with this Agreement, including but not limited to documents, estimates, calculations,  
24 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
25 models, reports, summaries, drawings, designs, notes, plans, information, material and  
26 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
27 and City shall have the unrestricted right to use and disclose the Data in any manner and  
28 for any purpose without payment of further compensation to Contractor. Copies of Data

1 may be retained by Contractor but Contractor warrants that Data shall not be made  
2 available to any person or entity for use without the prior approval of City. This warranty  
3 shall survive termination of this Agreement for five (5) years.

4 10. TERMINATION. Either party shall have the right to terminate this  
5 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
6 prior written notice to the other party. In the event of termination under this Section, City  
7 shall pay Contractor for services satisfactorily performed and costs incurred up to the  
8 effective date of termination for which Contractor has not been previously paid. The  
9 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
10 date of termination, Contractor shall deliver to City all Data developed or accumulated in  
11 the performance of this Agreement, whether in draft or final form, or in process. And,  
12 Contractor acknowledges and agrees that City's obligation to make final payment is  
13 conditioned on Contractor's delivery of the Data to City.

14 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
15 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
16 performing its services, during the term of this Agreement and for five (5) years following  
17 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
18 all information, whether written, oral or visual, obtained by any means whatsoever in the  
19 course of performing its services for the same period of time. Contractor shall not disclose  
20 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
21 of others except for the purpose of this Agreement.

22 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
23 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
24 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
25 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
26 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
27 to subpoena or court order.

28 13. ADDITIONAL COSTS. Any costs incurred by City due to Contractor's



1 failure to meet the standards required by the scope of work or Contractor's failure to  
2 perform fully the tasks described in the scope of work which, in either case, causes City to  
3 request that Contractor perform again all or part of the Scope of Work shall be at the sole  
4 cost of Contractor and City shall not pay any additional compensation to Contractor for its  
5 re-performance.

6 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
7 amended, nor any provision or breach waived, except in writing signed by the parties which  
8 expressly refers to this Agreement.

9 15. LAW. This Agreement shall be construed in accordance with the laws  
10 of the State of California, and the venue for any legal actions brought by any party with  
11 respect to this Agreement shall be the County of Los Angeles, State of California for state  
12 actions and the Central District of California for any federal actions. Contractor shall cause  
13 all services provided in connection with this Agreement to be performed in compliance with  
14 (1) all applicable laws, ordinances, rules and regulations of federal, state, county or  
15 municipal governments or agencies (including, without limitation, all applicable federal and  
16 state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of  
17 the California Labor Code); and (2) all directions, rules and regulations of any officer of  
18 every governmental agency now having or hereafter acquiring jurisdiction.

19 16. PREVAILING WAGES. Contractor agrees that all public work (as  
20 defined in California Labor Code section 1720) performed pursuant to this Agreement (the  
21 "Public Work"), if any, shall comply with the requirements of California Labor Code sections  
22 1770 *et seq.* City makes no representation or statement that the Project, or any portion  
23 thereof, is or is not a "public work" as defined in California Labor Code section 1720.

24 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
25 constitutes the entire understanding between the parties and supersedes all other  
26 agreements, oral or written, with respect to the subject matter in this Agreement.

27 18. INDEMNITY.

28 A. Contractor shall indemnify, protect and hold harmless City, its

1 Boards, Commissions, and their officials, employees and agents ("Indemnified  
2 Parties"), from and against any and all liability, claims, demands, damage, loss,  
3 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
4 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
5 in connection with (1) Contractor's breach or failure to comply with any of its  
6 obligations contained in this Agreement, including any obligations arising from the  
7 Project's compliance with or failure to comply with applicable laws, including all  
8 applicable federal and state labor requirements including, without limitation, the  
9 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
10 acts, errors, omissions or misrepresentations committed by Contractor, its officers,  
11 employees, agents, subcontractors, or anyone under Contractor's control, in the  
12 performance of work or services under this Agreement (collectively "Claims" or  
13 individually "Claim").

14 B. In addition to Contractor's duty to indemnify, Contractor shall  
15 have a separate and wholly independent duty to defend Indemnified Parties at  
16 Contractor's expense by legal counsel approved by City, from and against all  
17 Claims, and shall continue this defense until the Claims are resolved, whether by  
18 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
19 breach, or the like on the part of Contractor shall be required for the duty to defend  
20 to arise. City shall notify Contractor of any Claim, shall tender the defense of the  
21 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,  
22 in the defense.

23 C. If a court of competent jurisdiction determines that a Claim was  
24 caused by the sole negligence or willful misconduct of Indemnified Parties,  
25 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the  
26 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
27 percentage of willful misconduct attributed by the court to the Indemnified Parties.

28 D. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

2 19. AMBIGUITY. In the event of any conflict or ambiguity between this  
3 Agreement and any Exhibit, the provisions of this Agreement shall govern.

4 20. NONDISCRIMINATION.

5 A. In connection with performance of this Agreement and subject  
6 to applicable rules and regulations, Contractor shall not discriminate against any  
7 employee or applicant for employment because of race, religion, national origin,  
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
9 disability. Contractor shall ensure that applicants are employed, and that employees  
10 are treated during their employment, without regard to these bases. These actions  
11 shall include, but not be limited to, the following: employment, upgrading, demotion  
12 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
13 or other forms of compensation; and selection for training, including apprenticeship.

14 B. It is the policy of City to encourage the participation of  
15 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
16 procurement process, and Contractor agrees to use its best efforts to carry out this  
17 policy in its use of subcontractors and consultants to the fullest extent consistent  
18 with the efficient performance of this Agreement. Contractor may rely on written  
19 representations by subcontractors and consultants regarding their status.  
20 Contractor shall report to City in May and in December or, in the case of short-term  
21 agreements, prior to invoicing for final payment, the names of all subcontractors and  
22 consultants hired by Contractor for this Project and information on whether or not  
23 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
24 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

25 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
26 accordance with the provisions of the Ordinance, this Agreement is subject to the  
27 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
28 Long Beach Municipal Code, as amended from time to time.

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A. During the performance of this Agreement, the Contractor certifies and represents that the Contractor will comply with the EBO. The Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a contract with the City of Long Beach, the Contractor will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Long Beach’s Equal Benefits Ordinance may be obtained from the City of Long Beach Business Services Division at 562-570-6200.”

B. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Agreement by the City.

C. If the Contractor fails to comply with the EBO, the City may cancel, terminate or suspend the Agreement, in whole or in part, and monies due or to become due under the Agreement may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

E. If the City determines that the Contractor has set up or used its contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Agreement on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

22. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the

1 same manner as stated for other notices. Notice shall be deemed given on the date  
2 deposited in the mail or on the date personal delivery is made, whichever occurs first.

3 23. COPYRIGHTS AND PATENT RIGHTS.

4 A. Contractor shall place the following copyright protection on all  
5 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

6 B. City reserves the exclusive right to seek and obtain a patent or  
7 copyright registration on any Data or other result arising from Contractor's  
8 performance of this Agreement. By executing this Agreement, Contractor assigns  
9 any ownership interest Contractor may have in the Data to City.

10 C. Contractor warrants that the Data does not violate or infringe  
11 any patent, copyright, trade secret or other proprietary right of any other party.  
12 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials  
13 and employees harmless from any and all claims, demands, damages, loss, liability,  
14 causes of action, costs or expenses (including reasonable attorney's fees) whether  
15 or not reduced to judgment, arising from any breach or alleged breach of this  
16 warranty.

17 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
18 that Contractor has not employed or retained any entity or person to solicit or obtain this  
19 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
20 commission or other monies based on or from the award of this Agreement. If Contractor  
21 breaches this warranty, City shall have the right to terminate this Agreement immediately  
22 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
23 due under this Agreement or otherwise recover the full amount of the fee, commission or  
24 other monies.

25 25. WAIVER. The acceptance of any services or the payment of any  
26 money by City shall not operate as a waiver of any provision of this Agreement or of any  
27 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
28 Agreement shall not constitute a waiver of any other or subsequent breach of this

1 Agreement.

2           26. CONTINUATION. Termination or expiration of this Agreement shall  
3 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
4 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

5           27. TAX REPORTING. As required by federal and state law, City is  
6 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
7 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
8 from payments under this Agreement. Contractor shall submit Contractor's Employer  
9 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
10 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
11 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
12 Contractor provides one of these numbers.

13           28. ADVERTISING. Contractor shall not use the name of City, its officials  
14 or employees in any advertising or solicitation for business or as a reference, without the  
15 prior approval of the City Manager or designee.

16           29. AUDIT. City shall have the right at all reasonable times during the  
17 term of this Agreement and for a period of five (5) years after termination or expiration of  
18 this Agreement to examine, audit, inspect, review, extract information from and copy all  
19 books, records, accounts and other documents of Contractor relating to this Agreement.

20           30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
21 designed to or entered for the purpose of creating any benefit or right for any person or  
22 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY  
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333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4684

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

2-23, 2017

MIGHTY TRANSPORT, INC. DBA FRANK SCOTTO TOWING, a California corporation  
By [Signature]  
Name ROBERT J. VAN LINDEN  
Title PRESIDENT

2-23, 2017

By [Signature]  
Name BEAN VAN LINDEN  
Title VP

"Contractor"

March, 2017

CITY OF LONG BEACH, a municipal corporation  
By [Signature]  
City Manager  
Assistant City Manager  
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on March 1, 2017.

CHARLES PARKIN, City Attorney  
By [Signature]  
Deputy





# EXHIBIT "A"

## Scope of Work



## ORGANIZATION/OVERVIEW

Mighty Transport Inc., DBA Frank Scotto Towing (Frank Scotto) is a family owned business, with decades of Police impound service in the Southern California. Frank Scotto has a unique dedication to the Police Departments we serve. We understand that each contract is distinctive and we tailor our service to meet each Police Department's special needs.

Frank Scotto's central facility is located in the City of Torrance. We own 18 light duty tow vehicles ( 13 wheel lifts, 5 flatbeds) dedicated to Police towing service. Frank Scotto Towing also owns 3 medium and heavy duty vehicles. Our heavy duty units are capable of recovering any large and unusual vehicle such as tankers, concrete mixers or other construction equipment that may wreck or roll-over. Frank Scotto's current fleet exceeds each minimum requirement subsection outlined in section 7.10 of the RFP.


The Frank Scotto staff is well trained with regular hands on training as well as theory based testing. Prior to hiring, each employee is well vetted through a rigorous background process. Employees are monitored and managed by supervisors dedicated to the ideals of Government Contract management. Frank Scotto staff meets the requirements set forth in section 7.6.

Our trucks are currently deployed in each geographical area in which we contract. Central dispatch ensures that equipment is staged and ready to exceed minimum service levels in each contract area. As trucks are called for service, additional trucks are deployed so that staffing levels remain consistent. This model has worked well and will be utilized in Long Beach in the event of a contract award to exceed the requirements of sections 7.8 & 7.9.

Beyond our special capabilities, Frank Scotto Towing recognizes the importance of each individual customer we come in contact with; our trucks are always clean, our staff professionally uniformed, our employees are well trained and nationally recognized as experts in the towing field. These facts, among others make Frank Scotto Towing uniquely qualified to supply Police towing services to the City of Long Beach.

Frank Scotto Towing has decades of history in exceeding all expectations of the cities that we serve. Thank you for the opportunity to serve the City of Long Beach Police Department.

Enclosed are the specific responses as required and appropriate.

 Frank Scotto  
Towing



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## **7. PROJECT SPECIFICATIONS**

The Contractor shall perform vehicle towing services as directed by the City of Long Beach. Services as provided in these specifications must comply with all City and State laws and ordinances that regulate tow units.

### **7.1 ERRORS AND OMISSIONS**

The Contractor will not be allowed to take advantage of any errors and/or omissions in these specifications or in the Contractor's specifications submitted with its Proposal. Full instruction will always be given when errors or omissions are discovered.

### **7.2 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

At all times during the Contract term, the Contractor shall comply with all Federal, State and local laws, ordinances, rules, and regulations, including, but not limited to, Chapter 5.82 of the Long Beach Municipal Code.

### **7.3 PERMITS AND LICENSES**

The Contractor must procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.



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#### **7.4 SERVICE HOURS**

The Contractor shall provide towing service twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including weekends and holidays. The Contractor shall have a live person dispatcher, English-speaking, on duty twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, including weekends and holidays. Answering machines and/or tape recordings are not acceptable.

#### **7.5 PERFORMANCE**

7.5.1 The Contractor must perform the services in accordance with the provisions of these specifications in a professional, ethical, courteous, and orderly manner as a best effort to obtain and keep the confidence of the community.

7.5.2 The Contractor must not engage in any exclusive referral for compensation ("capping") activities with any individual or company.

7.5.3 During the tenure of this contract, the Contractor may however conduct business outside the City of Long Beach, provided that the equipment used is not the equipment marked "Authorized Police Towing, City of Long Beach".

7.5.4 Any failure by the City, at any time, to enforce or require the strict performance of any of the terms, covenants or conditions, will not in any way impair the right of the City to avail itself of such remedies as it may have for any breaches of such terms, covenants or conditions.

7.5.5 Except as provided in this RFP, the Contractor must not display or use any signs, advertising material, or logos which indicates that the Garage is an official towing service or police garage of the City of Long Beach, without having received prior written permission from the City Manager of the City of Long Beach.

7.5.6 The Contractor must provide all tow operators with, and require that they use in the daily performance of required duties as described in this Contract, all safety equipment commonly considered a required towing industry standard.

7.5.7 The Contractor must ensure that the Contractor's tow truck operators possess the requisite licenses, skills, knowledge, abilities and experience to perform all types of tow requests and vehicle recoveries without direct supervision.

#### **7.6 AWARDED CONTRACTOR PERSONNEL/TOWING OPERATORS**

7.6.1 All tow truck operators engaged in performing their duties under the provisions of this contract will take direction in performing such duties from the senior City Police Officer at the scene.

7.6.2 All tow truck operators must possess the proper State of California Driver's License required to operate the vehicle and equipment designated, and must have received sufficient training to operate without direct supervision.



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7.6.3 Tow truck operators will be required to wear an approved "mechanic style" uniform (ankle length trousers and button front shirt with collar). All uniforms must display the Contractor's company design and the operator's name. Tow truck operators will be required to maintain acceptable standards of dress and cleanliness while in the field. **Contractor shall submit a picture of the uniform with their proposal.**

7.6.4 As set forth in 12110 of the California Vehicle Code, no towing service may provide and no person or public entity may accept any direct or indirect commission, gift or any compensation whatsoever from a towing service in consideration or arranging or requesting the services of a tow car. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.

#### 7.6.5 BACKGROUND EXAMINATIONS

No contract will be implemented unless, and until the Garage Owner has been fingerprinted and photographed by the City Police Department. If the Contractor is a partnership or joint venture, all the general partners must be so fingerprinted and photographed. If the Contractor is a corporation, all the principal officers must be so fingerprinted and photographed. Fingerprints and photographs must be completed within ten (10) days after award of contract.

All persons performing or causing towing services to be performed pursuant to this Contract shall submit to a background examination and shall pay the required as established by City Council resolution. Each first-time applicant and any replacement or alternate tow operator employed by the Contractor must undergo a live scan examination as part of the background process. The Chief of Police may deny an application and may summarily suspend or revoke a previously approved permit when he determines, in his sound discretion that said application or permit would be detrimental to the public health, safety and welfare. A temporary permit to begin providing services may be issued upon determination of the following:

7.6.5.1. The fees for the live scan exam (if required) and biennial tow driver permit, as established by resolution of the City Council have been paid (cash or check required).

7.6.5.2. The applicant has submitted a complete and truthful application, including photographs and all required evidence of identity and right to work in the United States. Incomplete applications may be rejected and the employer contract company may incur a penalty. Applications determined to be untruthful or which contain material omissions and/or material misstatements of fact may be denied.



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- 7.6.5.3. Any Contractor or LBPD Towing Permit ID Card applicant cannot have been convicted of a felony or any crime involving vehicles or vehicle parts; burglary, theft or stolen property; assault, battery or any similar violent crime; any criminal conviction under State Narcotic Law; any sex crime; any crime involving fraud or deceit; or any crime involving moral turpitude.
- 7.6.5.4. Within the past five (5) years, the applicant has not been convicted of any serious driving offense, including but not limited to driving under the influence of intoxicants, reckless driving, attempt to evade/elude a peace officer, or hit and run.
- 7.6.5.5. The applicant's Department of Motor Vehicles (DMV) driving record for the five-year period prior to the date of application does not contain more than:
  - 7.6.5.5.1. Five (5) traffic infractions; or
  - 7.6.5.5.2. Five (5) serious traffic violations; or
  - 7.6.5.5.3. Five (5) motor vehicle accidents which are required to be reported to the DMV; or
  - 7.6.5.5.4. Greater than five (5) of any combination of infractions, serious traffic violations or motor vehicle accidents, as defined above.

#### 7.6.6 BACKGROUND APPOINTMENT SCHEDULING

The Contractor will be responsible for scheduling drivers for their background check appointments and for ensuring that the drivers arrive on time, with all required documents and fees. The Contractor may incur a billing deduction when any driver fails to arrive on time and/or is not adequately prepared.

#### 7.6.7 DRIVERS LICENSE

All persons who drive tow trucks as employees of the Contractor and are in the process of transporting property owned by others are required to maintain a valid motor vehicle operator's license, as required by the State of California. The Contract Administrator reserves the right to request proof of proper motor vehicle operator's license at any time during the term of the Contract.

#### 7.6.8 L.B.P.D. TOWING PERMIT IDENTIFICATION CARD

All drivers performing services on behalf of the Contractor must obtain and thereafter maintain at all times a valid "LBPD Permit Identification Card", issued by the Long Beach Police Department, while performing services under this Contract. The Permit Identification Card must be in the driver's possession at all times, and must be presented upon demand for inspection by any employee of the City. Any Contractor whose driver arrives at a call for service without the required Permit Identification Card shall incur a (per day) billing deduction.



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#### **7.6.9 EMPLOYEE IDENTIFICATION**

If a contract is awarded to your company, you must provide the name, title and position of the individuals that will require fingerprints and photographs.

### **7.7 RESPONSE FOR SERVICE**

**7.7.1** The Contractor shall respond to a minimum of ninety percent (90%) of all standard requests for service, and a minimum of ninety percent (90%) of all flatbed requests for service, over any given 30-day period. It shall be the Contractor's responsibility to perform as follows:

- 7.7.1.1.** Provide towing service as requested by the Fleet Tow Dispatcher including, but not limited to, vehicles impounded for evidence or taken into custody by the Police Department, vehicles involved in accidents or disabled for other causes (when alternative towing is either not appropriate or not requested by the owner or operator of the vehicle), and vehicles which for other reasons are within the jurisdiction of the Police Department.
- 7.7.1.2.** Remove debris resulting from accidents (reference section 6.12.8). In each instance, the Contractor must remove from the street all debris resulting from said accident and to clean immediate area of such street, to include any and all oil absorbent applied to the scene, leaving the area in a "broom clean" condition. Debris does not include personal property of the owner or operator of the vehicle.
- 7.7.1.3.** Perform the necessary work preliminary to towing such as removal of vehicles from ditches, righting said vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work in connection with the towing operations performed under this Contract.
- 7.7.1.4.** Complete a Fleet Tow Storage (FTS) Report for each vehicle towed. This report is used to record all legally required vehicle storage information for the Fleet Tow database, to document any pre-existing damage identified on the vehicle, and to list any valuable personal property or cargo. Include a separate FTS Report for vehicles or vessels that are considered cargo. All damage to the towed vehicle shall be described and any valuable personal property in the vehicle shall be listed on the FTS Report. The Contract Tow Operator shall sign the FTS Report, acknowledging its completion and accuracy.
- 7.7.1.5.** Additional labor fees, and their justification, shall be listed on the FTS Report.





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- 7.7.1.6. Advise the Fleet Tow Dispatcher if any valuable personal property has been observed and left in the towed vehicle.
- 7.7.1.7. Contractor shall physically verify the vehicle identification number on the towed vehicle and note any discrepancies on the FTS Report.
- 7.7.1.8. Clear the location specified in the originating dispatch sufficiently to restore normal traffic movement. In the event that the Contractor receives an additional tow request to remove a disabled vehicle that is interrupting traffic flow, park the first tow request in a safe location, then immediately proceed to the site specified for the additional tow request. Any disabled vehicle deposited or parked by the Contractor at the site specified in any tow request shall be towed at the earliest opportunity after the Contractor has complied with the above provisions for restoring traffic movement at all specified locations.
- 7.7.1.9. If the vehicle to be towed was involved in any damage to City property, such as a knock down of a traffic sign, the Contractor shall notify the Fleet Tow Dispatcher from the scene of the accident.
- 7.7.1.10. Write the Fleet Tow Invoice number and the date of tow on the front and rear windows of the towed vehicle, in numbers four inches (4") high in a legible manner. For plastic rear windows, write the numbers only on the front window.
- 7.7.1.11. Transport all towed vehicles directly to the City Police Impound Yard located at 3111 E. Willow St. or to the location designated by the Impounding Officer or Agent of the City requesting towing service or the vehicle owner.
- 7.7.1.12. Required to tow vehicles that do not have any tires or wheels.
- 7.7.1.13. Contractor's tow truck driver/operators shall not interfere with an Impounding Officer's decision to impound or release a vehicle.
- 7.7.1.14. Contractor shall notify Fleet Tow Dispatch when a tow truck arrives on the scene (10-97) of a requested response for tow service (562) 570-2835.
- 7.7.1.15. Contractor shall communicate directly, and at all times, with Fleet Tow Dispatch when providing tow services for the City.
- 7.7.1.16. Contractor's tow truck operators/drivers and subcontractors shall successfully pass a background check as required by the Long Beach Police Department, demonstrate the ability and experience to perform all types of tow requests and vehicle recoveries. A current Level 1 & 2 training certification issued by the California Tow Truck Association (CTTA) is desirable.



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Contractors tow truck operators/drivers and subcontractors shall dress in a company uniform identifying the Contractor and/or Contractor's sub contract tow truck operator/driver's first name. A picture identification badge may be used in lieu of a company uniform for temporary purposes only. The tow driver's current and valid LBPD Tow Operators Permit shall be in the tow vehicle at all times and shall match the driver operating the vehicle.

## **7.8 SERVICE CAPACITY – LIGHT DUTY TOWING**

The City intends to award a Citywide "Primary Contract" and Citywide "Secondary Back up Contract" for Light/Medium Duty Towing Services.

- 7.8.1. **Response Times:** The Contractor's response to requested calls for light duty tow service from the City's Fleet Tow Dispatch Office should not exceed twenty (20) minutes from the time the Contractor receives the request from Fleet Towing Dispatch to the time the tow vehicle arrives at the requested service location.
- 7.8.2. Arrival times will be consistently monitored, an average response time of twenty (20) minute or less shall be maintained throughout the duration of the contract. The average response time shall be computed based upon twenty-five (25) sequential calls for service. The average response time calculated by the City's Fleet Towing Operations will be the official average response time for the Contractor.
- 7.8.3. The Contractor must record pertinent time and distance on each tow unit dispatched in a manner approved by the City Towing Operations.
- 7.8.4. The Contractor must immediately notify the City Towing Operations when a tow unit cannot respond directly or provide a reasonable estimated response time. To provide service options the Contractor must provide a "best possible" estimated time of arrival to Fleet Tow Dispatcher on duty.
- 7.8.5. If the Contractor indicates that they are unable to respond within twenty (20) minutes, and the estimated time of arrival is not satisfactory, Towing Operations may elect to cancel the call and contact another tow service.
- 7.8.6. The Contractor shall respond to a minimum of ninety percent (90%) of all standard tow requests, based upon the twenty-five (25) sequential calls for service measurement.
- 7.8.7. The Contractor shall respond to a minimum of ninety percent (90%) of all flatbed tow requests, based upon the twenty-five (25) sequential calls for service measurement.
- 7.8.8. **Service Times:** The Contractor shall contact Fleet Tow Dispatch to report arrival times, (10-97) for each tow request issued.



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**7.8.9. Failure To Meet Response Time:** Contractors who consistently fail to arrive on-scene of a tow request within the required response time may be considered non-responsive. An overall total of three (3) non-responsive occurrences over a 30-day period will be considered a breach of this Contract and the Contract will be subject to termination.

**7.8.10. Rotation:** The Primary Contractor shall be dispatched to respond to requests for towing services. If the Primary Contractor is unable to respond to a call within the required twenty (20) minutes, the Secondary Back-up Contractor shall be called to respond as needed. Tows may be distributed out of sequence based on equipment needs and truck capacity (e.g. tow trucks capable of towing two vehicles).

## **7.9 SERVICE CAPACITY – MEDIUM & HEAVY DUTY TOWING**

The City intends to award Citywide a "Primary Contract" and Citywide "Secondary Back-up Contract" for Heavy Duty Towing Services.

**7.9.1. Response Times:** The Contractor's response to requested calls for Heavy and Medium duty tow service from the City's Fleet Tow Dispatch Office should not exceed thirty (30) minutes from the time the Contractor receives the request from Fleet Towing Dispatch to the time the tow vehicle arrives at the requested service location.

**7.9.2.** Arrival times will be consistently monitored, an average response time of thirty (30) minutes or less shall be maintained throughout the duration of the contract. The average response time shall be computed based upon twenty-five (25) sequential calls for service. The average response time calculated by the City's Fleet Towing Operations will be the official average response time for the Contractor.

**7.9.3.** The Contractor must record pertinent time and distance on each tow unit dispatched in a manner approved by the City Towing Operations.

**7.9.4.** The Contractor must immediately notify the City Towing Operations when a tow unit cannot respond directly or provide a reasonable estimated response time. To provide service options the Contractor must provide a "best possible" estimated time of arrival to Fleet Tow Dispatcher on duty.

**7.9.5.** If the Contractor indicates that they are unable to respond within thirty (30) minutes, and the estimated time of arrival is not satisfactory, Towing Operations may elect to cancel the call and contact another tow service.

**7.9.6.** The Contractor shall respond to a minimum of ninety percent (90%) of all standard tow requests, based upon the twenty-five (25) sequential calls for service measurement.

**7.9.7. Service Times:** The Contractor shall contact Fleet Tow Dispatch to report arrival times, (10-97) for each tow request issued.



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**7.9.8. Failure To Meet Response Time:** Contractors who consistently fail to arrive on-scene of a tow request within the required response time may be considered non-performing. An overall total of three (3) non-responsive occurrences over a 30-day period will be considered a breach of this Contract and the Contract will be subject to termination.

**7.9.9. Rotation:** The Primary Contractor for heavy and medium tow requests shall be dispatched to respond to requests for towing services. If the Primary Contractor is unable to respond to a call within the required thirty (30) minutes, the Secondary Back-up Contractor shall be called to respond as needed. Tows may be distributed out of sequence based on equipment needs and truck capacity.

#### **7.10 TOWING EQUIPMENT**

Required Equipment Capacities, Required Recovery Equipment, Required Safety Equipment, and Required Maintenance.

**7.10.1. Inspections:** The City will inspect all equipment prior to award of the Contract.

**7.10.2. Minimum Requirements:** All Contractors shall maintain adequate equipment and personnel at all times during the term of the Contract to provide the required Contract towing services as described in the Contract.

**7.10.3. Failure to Provide Proof:** Failure to provide proof of the minimum equipment and personnel requirements will disqualify your Proposal.

**NOTE:** The City will inspect the Contractor's facility and equipment prior to the award of the Contract. The City retains the right to determine in its sole discretion whether the Contractor's equipment is sufficient to perform the services required under the Contract.

#### **7.10.4 PRIMARY CONTRACTOR - LIGHT DUTY TOWS**

The Primary Contractor shall have the following minimum number of vehicles operational at all times during the term of the Contract:

**7.10.4.1. Wheel Lifts:** Two (2) light duty recovery tow trucks of "wheel-lift" design, with a gross vehicle weight rating (GVWR) of greater than or equal to 15,000 lbs; and

**7.10.4.2. Flat Beds:** Two (2) "flat-bed" tilt/roll up tow trucks (also known as a "car carrier") with a gross vehicle weight rating (GVWR) of greater than or equal to 23,000 lbs. Each car carrier shall have wheel lift towing equipment at the rear of the tow truck for towing a vehicle by supporting the towed vehicle's wheels.

#### **7.10.5 SECONDARY CONTRACTOR - LIGHT DUTY TOWS**

The Secondary Contractor for light duty tows shall have the following minimum number of vehicles operational at all times during the term of the Contract:



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7.10.5.1. **Wheel Lifts:** One (1) light duty recovery tow truck of "wheel-lift" design, with a gross vehicle weight rating (GVWR) of greater than or equal to 15,000 lbs; and

7.10.5.2. **Flat Beds:** One (1) "flat-bed" tilt/roll up tow trucks (also known as a "car carrier") with a gross vehicle weight rating (GVWR) of greater than or equal to 23,000 lbs. Each car carrier shall have wheel lift towing equipment at the rear of the tow truck for towing a vehicle by supporting the towed vehicle's wheels.

**7.10.6 EQUIPMENT REQUIREMENTS - LIGHT DUTY WHEEL LIFT (Vehicles Under 9,000 lbs.)**

All light duty wheel lift recovery tow trucks shall be equipped as follows:

7.10.6.1. A single or double winch boom rated at 4,000 lbs. extended and 16,000 lbs. retracted.

7.10.6.2. A single or double winch system rated at 8,000 lbs per inch.

7.10.6.3. A minimum of 100 feet of wire rope with a safe working limit of at least 3,500 lbs. as established by the American Society of Mechanical Engineers. All wire rope shall be in good condition and free of flat spots and frays.

7.10.6.4. Tires, adequate in size and rating for the size and weight of the tow truck, with no less than 3/32nd inch of tread and mounted on rims secured with the manufacturer's recommended number of lug nuts.

7.10.6.5. A tow dolly for towing vehicles where the use of such a device is necessary to avoid damage to the vehicle.

**7.10.7 EQUIPMENT REQUIREMENTS - LIGHT DUTY FLAT BED TOWS (Vehicles Under 9,000 lbs.)**

All flatbed tow trucks or car carriers shall be considered light duty tow trucks, regardless of GVWR, and shall be equipped as light duty recovery tow trucks, with the following exceptions:

7.10.7.1. Flatbed tow trucks shall have at least 35 feet of three-eighths inch (3/8") in diameter wire rope with a safe working limit of at least 3,500 lbs.

7.10.7.2. Flatbed tow trucks shall not be required to carry dollies.



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**7.10.8 EQUIPMENT REQUIREMENTS - MEDIUM DUTY TOWS (Vehicles 9,001 lbs. To 26,000 lbs.)**

All medium duty tow trucks shall be equipped the same as light duty tow trucks, with the addition of increased towing and recovery capacities, and additional equipment as follows:

- 7.10.8.1. A single or double winch boom rated at 6,000 lbs. extended and 20,000 lbs. retracted.
- 7.10.8.2. Single or double winch system rated at 10,000 lbs. per winch.
- 7.10.8.3. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle, and carry the appropriate tools and equipment for removing and replacing a driveline when required to prevent transmission damage to a towed vehicle.

**7.10.9 EQUIPMENT REQUIREMENTS - HEAVY DUTY TOWS (Vehicles 26,001 lbs. and over)**

All heavy duty, wheel lift recovery tow trucks shall be equipped as follows:

- 7.10.9.1. At least one (1) 50-ton minimum (boom) recovery unit with under lift capability and approximately 62,000 pound gross vehicle weight (GVW); and
- 7.10.9.2. At least one (1) 35-ton minimum (boom) recovery unit with under lift capability and approximately 25,000 pound gross vehicle weight (GVW).

**7.10.10 ADDITIONAL EQUIPMENT – HEAVY CONTRACT**

Contractor shall own/operate or have available thru a subcontractor the following miscellaneous equipment:

- 7.10.10.1 Lowboy
- 7.10.10.2 Capacity – 70,000 lbs. Distributed
- 7.10.10.3 Minimum Trailer Length – 40 ft.
- 7.10.10.4 Minimum Trailer Width – 8 ft.
- 7.10.10.5 Minimum Winch Capacity – 12,000 lbs
- 7.10.10.6 Rotating Boom Tow Truck
- 7.10.10.7 Fruehauf, Spen, or approved equal, conversion gear
- 7.10.10.8 Gas Welding Unit
- 7.10.10.9 Forklift



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- 7.10.10.10 Tire Service
- 7.10.10.11 Appropriate tools and equipment for removing and replacing a driveline when required to prevent transmission damage to a towed vehicle.
- 7.10.10.12 Billing for the use of equipment listed in section 7.10.10.1 thru 7.10.10.11 shall be included in the standard per hour Heavy Duty Tow rate unless itemized separately on the cost proposal sheet. Justification for any increase in service fees or hourly charges will be reviewed for necessity before payment is approved. Any extra hours billed or extra fees submitted for use of additional equipment must be justified in writing with the invoice.

#### **7.11 ADDITIONAL REQUIRED EQUIPMENT**

All Tow Trucks operating under this Contract shall be fully equipped based on current industry standards as follows:

- 7.11.1 Thomas Brothers Map Guide Book, 2015 edition or newer, GPS Mapping, or equivalent;
- 7.11.2 Four-way emergency flashing system;
- 7.11.3 Light Bar, amber lights only;
- 7.11.4 Rear facing work lights directed to illuminate the area of the tow scene under low visibility conditions;
- 7.11.5 Portable auxiliary brake lights, emergency flasher, turn signal, and taillight with protective pads/covers on the bottom, for use on towed vehicles;
- 7.11.6 Warning alarm clearly audible above the surrounding noise in the vicinity and designed to sound when the tow vehicle is shifted into reverse to signify that the vehicle is backing;
- 7.11.7 Fire extinguisher with an Underwriter's Laboratory rating of at least 5B;
- 7.11.8 Broom, shovel, container for accident debris of 10 lbs. of grease;
- 7.11.9 Fluid-absorbent material and any other equipment necessary to clean up an accident scene in accordance with state and local law;
- 7.11.10 At least six (6) flares or other emergency reflective devices;
- 7.11.11 Interchangeable trailer ball hitches sizes 1 7/8", 2", and 2 5/16" and a pintle hook;
- 7.11.12 Tools and equipment for providing minor repairs;
- 7.11.13 Tire changing equipment, including a tire wrench and vehicle jacks;
- 7.11.14 Jumper cables;
- 7.11.15 Go-Jack style vehicle lift dollies for recovery purposes;



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7.11.16 Two-way radio equipment or cellular telephone for communicating with the Contractor's and Fleet Tow Dispatcher at all times. Such equipment shall be approved and licensed in accordance with federal law; and

7.11.17 Any other equipment required by state and federal law for the safe operation of a tow truck.

**7.12 EQUIPMENT LIST**

Please list all currently owned equipment. Contractor must have required equipment at the time of submission of RFP. Failure to have required equipment will disqualify your proposal. No grace period will be given to purchase equipment.

If additional lines are needed, please list on a separate piece of paper.

Vehicle Type	License Plate #	Vehicle Identification #
HEAVY DUTY	5D98583	2NKM77X2TM685307
HEAVY DUTY	9A85967	1FTYA95U7TVA00794
HEAVY DUTY	6U93256	1NPFX6TXX2N573620
WHEEL LIFT	8J58435	1FDAF56PX6ED42132
WHEEL LIFT	8C32447	1FDAF56P56EA33460
WHEEL LIFT	8F26631	1FDAF56P96ED42123
WHEEL LIFT	8L49337	1FDAF56R18EA13548
WHEEL LIFT	8N65868	1FDAF56R88EB71871
WHEEL LIFT	8N65866	1FDAF56R78EA89565
WHEEL LIFT	8N65867	1FDAF56RX8EB71905
SEE ATTACHED	SEE ATTACHED	SEE ATTACHED

**7.13 MOTOR CARRIER PERMIT**

You are required to submit a copy of your Motor Carrier Permit for each vehicle with your proposal.



7.12 "EQUIPMENT LIST" CONTINUATION

VEHICLE TYPE	LICENSE PLATE	VIN #
WHEEL LIFT	01387B1	1FDUF5GT4BEA46977
WHEEL LIFT	80066F1	1FDUF5GT7CEA89453
WHEEL LIFT	7R63684	1FDUF5GT2EEA43841
WHEEL LIFT	07395C1	1FDUF5GT1CEA89450
WHEEL LIFT	07394C1	1FDUF5GT3CEA89451
WHEEL LIFT	07396C1	1FDUF5GT5CEA89452
FLATBED	07589C1	1FDUF5GT0CEB79754
FLATBED	07588C1	1FDUF5GT2CEB79755
FLATBED	76176J1	1FDUF5GTXCEA42143
FLATBED	49670K1	1FDUF5GT6DEB64757
FLATBED	04519P1	1FDUF5GT4DEB64756



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#### **7.14 INSPECTION, REPAIR & MAINTENANCE**

Tow trucks used in the commission of this Contract shall show evidence of having passed a semi-annual safety inspection. The California Highway Patrol or other acceptable and equivalent organizations may conduct this inspection. No tow truck shall be approved for operation under the conditions of this Contract unless such truck meets the equipment standards set forth in this Contract and is owned by or is under the exclusive control of the Contractor by means of a lease or other documented rental agreement. All tow trucks used in the performance of this Contract shall be maintained at a general level of good condition, which includes:

- a) Tow Truck bodies shall be adequately painted and the paint shall be maintained in good condition.
- b) Tow trucks shall be marked as required by the California Vehicle Code.
- c) Tow trucks shall be marked with the name/identification for this Contract and shall be the same as the name shown as "Company Name" on the first page of the RFP.
- d) Tow Trucks must be registered with the DMV for this Contract and shall be same as the name shown as "Firm Name" on the first page of this RFP.
- e) Tow truck bodies shall be kept in good repair, clean and free of dents.
- f) Tow truck cab interiors shall be clean with only standard and proper equipment inside.
- g) Tow truck wrecker bed interiors shall be clean with equipment properly mounted and properly maintained.
- h) Tow trucks shall conform to all requirements established by the California Vehicle Code.
- i) Tow truck cab interiors shall be free of dirt and grease, shall have complete instrumentation, including manufacturer's interior panels, shall have passenger seatbelts, and shall have clean upholstery surfaces and floor.

##### **7.14.1 INSPECTION**

All real property and improvements, and all vehicle facilities, equipment and materials used by the Contractor in the performance of these specifications must be open to inspection by the City representative, and will be subject to periodic checks.

##### **7.14.2 MAINTENANCE OF FACILITIES**

Throughout the term of this agreement, the Contractor must maintain a clean, safe and efficient facility. They City has the right to inspect the facility with 24-hour notice.

The Contractor will be required to obtain an "EPA" Generator License and have the ability to remove, store and properly dispose of vehicle spill fluids up to a maximum of thirty (30) gallons of absorbed materials per incident.

##### **7.14.3 PRE-TRIP INSPECTION**



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investigation shall be delivered directly to the 3111 E. Willow St., PD Tow Impound Yard.

#### **7.18 FLEET TOW STORAGE REPORT**

The Contractor shall prepare a Fleet Tow Storage Report form (Exhibit A) for every towed vehicle, and the required information for this report shall be obtained immediately upon arrival at the tow scene or immediately after a vehicle is taken into the Contractor's possession. Such inventory shall include all personal effects and property of value visible on or inside the towed vehicle. A Fleet Tow Storage Report shall be included with all Contractor invoices to qualify for payment. The Contract tow operator may not remove property from a vehicle. Should the operator notice any property of value, he/she shall notify the Fleet Tow Dispatcher immediately upon arrival at the City's Tow Yard to protect such property from theft or loss.

#### **7.19 SERVICE REQUEST TYPES**

In addition to light duty, medium duty and heavy duty tows, the Contractor will be required to respond to the following types of tows commonly requested by the Fleet Tow Dispatcher:

**7.19.1 Abandoned Vehicle Tow:** Any tow designated by the City as part of its abandoned vehicle abatement program.

**7.19.2 City Vehicle Tow:** Any tow of a City-owned or City leased vehicle.

**7.19.3 City Vehicle Road Service:** A request for road service on a City-owned vehicle, limited to tire changes, jump starts, lock outs, and winch outs.

**7.19.4 Courtesy Tow:** Requests to have a legally parked vehicle moved to another legal parking place for emergency purposes, at no charge to the citizen.

**7.19.5 Motorcycle Tow:** Request to tow a motorcycle not requiring the use of a motorcycle trailer.

**7.19.6 Scheduled Tow:** A tow that is scheduled in advance, and does not require a specific arrival time

#### **7.20 CANCELLED TOW REQUESTS**

**7.20.1 Tows Gone On Arrival (GOA).** If a tow request vehicle is gone when the Contractor arrives to perform a tow, the Contractor tow driver/operator shall immediately notify Fleet Tow Dispatch.

**7.20.2 Cancelled Calls/(1022's).** A tow request may only be cancelled by the Fleet Tow Dispatcher or the Impounding Officer. The Contractor or its employees do not have the authorization to cancel calls for service.

**7.20.3 Cancelled Call Billing.** The City of Long Beach, Fleet Services Towing Operations is not reimbursed for tow requests that are cancelled by impounding agencies. Therefore, no fees or charges billed by the Contractor, will be accepted or paid by the City, as this practice is considered "a cost of doing business" in the towing industry. Any and all costs incurred from



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cancelled tows shall be included in the proposal price for completed tow requests.

#### **7.21 FULL SERVICE**

As it pertains to this Contract, a full service towing operation shall consist of, a minimum of five (5) employees, with a minimum of tow trucks as outlined in the Primary and Secondary Contractor section, which are owned or leased, and a publicly accessible staffed dispatch office. Contractor must have a business address owned, leased or rented by the Contractor with a telephone number that is available to the public Monday through Friday, 8:00 AM – 5:00 PM.

The dispatch office shall have a live person available to communicate directly and verbally with all tow drivers and Fleet Tow Dispatch and/or the LBPD Communications Center, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, including weekends and holidays.

#### **7.22 24-HOUR DISPATCH**

A live person dispatcher and tow personnel shall be "on duty" at all times including all national holidays and City recognized holidays. The Contractor's dispatch office shall have the ability to communicate directly and verbally, via telephone or radio, with all tow drivers and the Fleet Tow Dispatch office twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including weekends and holidays.

#### **7.23 STANDBY & RECOVERY PAY**

"Standby" and "recovery" pay are one and the same, and will begin at the time of the Fleet Tow request. Fleet Tow Dispatch or the Contract Administrator must authorize all standby pay. The payment rate will depend on the equipment required to perform the tow or recovery, and shall be paid at that hourly tow rate. The Contract tow operator shall document and justify all hourly charges on the Fleet Tow Storage Report.

#### **7.24 SERVICE COST ADJUSTMENTS**

The time required to complete a standard tow request within the City should not exceed one (1) hour. Any charges for additional tow trucks, special equipment, or extra persons used during a vehicle recovery will require written justification, and the times of arrival (Ten Code Number 10-97), and departure (Ten Code Number 10-15) of the additional equipment or person. The Contractor shall notify Fleet Tow Dispatch if there is any delay or extension of billable hours and provide a written justification for the extra charges on the Fleet Tow Storage Report.



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#### **7.25 DROP FEES**

Except when instructed by police or other impounding officers (i.e., parking enforcement, fire department, parks patrol, harbor patrol or marine patrol) to the contrary, if the vehicle owner or owner's agent returns to the vehicle after or before attachment of tow equipment, he/she shall be informed of the his/her right to have the vehicle released upon payment of a Drop Fee, (see Exhibit B for fee schedule), which will be paid at that time to the Contract tow operator. The vehicle owner will be allowed 10 minutes to produce payment at the scene. A credit card payment can be processed via telephone to the Fleet Tow Dispatch office, providing the customer has valid ID and provide written authorization for the transaction. The full payment amount of the drop fee and all completed receipts shall be delivered to the Fleet Tow Dispatch office before the end of the driver's shift. (Fee schedule is available on the city's web site and is subject to change at the City's discretion).

#### **7.26 MONTHLY EMPLOYEE & EQUIPMENT UPDATE REPORT**

The following reports shall be submitted at the beginning of the Contract term and by the tenth (10<sup>th</sup>) day of each month during the Contract period:

7.26.1 The Contractor shall deliver to the Contract Administrator an Employee and Equipment Report listing all owners, part owners, partners, business associates, principal parties, officers, directors, agents, employees or any other persons associated with the Contractor's performance of the Contract. This information shall contain the full names, dates of birth, and driver license numbers including legible copies of those persons' drivers' licenses. An asterisk shall denote additions or deletions from the previous month's list (\*). If there are no changes from the original submission, the Contractor shall indicate this by writing, "no changes this reporting period" on the Employee and Equipment Report.

7.26.2 The Contractor shall register with the Contract Administrator a list of all tow trucks and other towing equipment to be used in the performance of the Contract. The registration shall contain the license number, vehicle identification number (VIN), vehicle make and year, equipment type and inspection date of each piece of equipment to be used in the performance of this Contract. All trucks shall be registered to the owner of the company.

7.26.3 The Contractor shall inform the Contract Administrator, by the tenth (10<sup>th</sup>) day of the following month, of any vehicle accident involving a towing vehicle operated by the Contractor or the Contractor's employees or agents, which is required by state law to be reported to the Department of Motor Vehicles. The Contract Administrator may consider the accident and the surrounding circumstances in reviewing future applications for a tow contract or in determining appropriate sanctions or remedies under this Contract.



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7.26.4 The Contractor shall inform the Contract Administrator within twenty-four (24) hours of the arrest, criminal charges, conviction or sentencing of any owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the Contractor's performance of this Contract for any criminal offenses including, but not limited to, theft, robbery, burglary, assault, drugs, prostitution, weapons, fraud, trafficking in stolen goods or any traffic crime, including but not limited to, driving under the influence of intoxicants, reckless driving, attempt to elude a police officer, leaving the scene of an injury accident or hit and run or any other offense related to the protection of the public interest.

## **7.27 FORBIDDEN ACTIVITIES**

The following activities are forbidden:

- 7.27.1 Driving "code" by operating overhead emergency lights while in route to or from a tow scene.
- 7.27.2 Disobeying traffic control devices (traffic lights, stop signs, etc.).
- 7.27.3 Monitoring police radio dispatches for gain or profit.
- 7.27.4 Soliciting preferential dispatches to accident locations by payment: of any form or favor or gratuity to an agent or the Contract Administrator.
- 7.27.5 Soliciting those at the scene of an accident or disabled vehicle for personal profit.
- 7.27.6 Soliciting performance of repair work on a vehicle involved in an accident or breakdown in connection with providing towing service for such vehicle.
- 7.27.7 Making any repairs or alterations to a vehicle, without first being authorized by the owner or an authorized insurance company or other authorized agent of the vehicle owner, with the exception of emergency alterations necessary to permit the safe towing of a vehicle.
- 7.27.8 Towing a vehicle to a facility other than the City of Long Beach Police Impound Yard, located at 3111 Willow Street, unless directed to do so by the impounding officer or Contract Administrator.
- 7.27.9 The Contractor must not remove any abandoned vehicle without first being instructed to do so by an authorized officer.
- 7.27.10 Towing any vehicle that is occupied by any person, except as specifically directed by an impounding officer.
- 7.27.11 Charging for services not performed, creating duplicate charges for the same service or charging any fee in excess of those permitted under the Contract.
- 7.27.12 Causing damage to the persons or property of others while performing under the Contract.
- 7.27.13 Making any false statements of material fact or omitting disclosure of material fact in the performance of this Contract.



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- 7.27.14 Possession of any firearm or illegal weapon during performance of this Contract.
- 7.27.15 Use of profane or obscene language, which offends a customer or any other person; or being verbally or physically offensive, abusive, disrespectful, or discourteous to any customer, motorist, agency employee or any other person.
- 7.27.16 Touching any customer, motorist, agency employee or any other person in any inappropriate manner, except in self-defense when threatened with imminent physical harm to him/herself or another person.
- 7.27.17 Removing any parts, property, personal effects or any other items from a vehicle, except as specifically permitted in the Contract or at the explicit request of the vehicle owner/owner's agent.
- 7.27.18 Driving under the influence of alcohol or drugs, unless such drugs are taken pursuant to a doctor's prescription or are available over the counter and such drugs do not impair the tow operator's ability to safely perform all functions necessary to the fulfillment of the Contract.
- 7.27.19 Operating any vehicle or other equipment in a careless, reckless or negligent manner, or operating a towing vehicle during the commission of a crime.
- 7.27.20 Refusing to issue a clearly legible receipt, if necessary, in addition to the standard tow bill, to any owner/owner's agent who requests a detailed listing of all charges.
- 7.27.21 Requiring any vehicle owner/owner's agent to make any statement or sign any document relieving the Contractor from responsibility for the condition of the vehicle or its personal effects prior to the owner's/owner's agent's inspection of vehicle.
- 7.27.22 Operating any towed vehicle, except as directed by a public safety officer or agent of Fleet Tow.
- 7.27.23 Failing to pay all monies owed to the City by the end of the Contractor's employee's or agent's shift.
- 7.27.24 Disseminating any unauthorized information to anyone, except as provided by this Contract, pertaining to information that involves the pursuit, apprehension and prosecution of criminals and/or is of a highly confidential or sensitive nature.
- 7.27.25 E-mailing pictures or video of any service call activity or towed vehicle to another person or internet website.
- 7.27.26 Posting pictures or video of any service call activity or towed vehicle on any social media website or the internet. (World Wide Web).



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## **7.28 AUTHORITY OF THE CONTRACT ADMINISTRATOR**

The Contract Administrator reviews and regulates the performance of the tow Contractor. For the purpose of this Contract, the Contract Administrator shall:

- 7.28.1 Determine if the Awarded Contractor is in compliance with the Contract, and shall hear and investigate complaints regarding the performance of the Contractor.
- 7.28.2 Determine and apply appropriate remedies for violations of the Contract.
- 7.28.3 Determine the terms and content of the Contract between the City and the Awarded Contractor.
- 7.28.4 Inspect all equipment, facilities, and personnel for compliance with this Contract.
- 7.28.5 Investigate the appropriate use of specialized equipment and the rates charged, and take any action deemed appropriate if it is determined that the use of specialized equipment was unnecessary or the charges excessive.
- 7.28.6 During the term of this Contract, the City, acting through the Contract Administrator, may issue new policies or directives not included in the original Contract in the form of an amendment. The Contractor will be furnished with copies of such policies and directives. Such policies and directives will become part of and incorporated into this Contract and shall become effective as provided.
- 7.28.7 The Contract Administrator may deduct penalties from the monthly Contract payment. The penalties determined by the Contract Administrator may be assessed per day, per occurrence, or other measure of breach and may be in the amount of \$25.00 and up as deemed appropriate by the Contract Administrator. The Contractor will be given a Notice of Corrective Action form (Exhibit D) with any deductions that will be made by the City. It is the Contract Administrator's discretion to determine penalties as a reasonable estimate of the damages caused by a breach. Damages may include increased cost of contract administration and enforcement, including any consequential or indirect damages springing from the effects or aftermath of the breach itself. In determining the amount of penalties assessed, the Contract Administrator shall consider the gravity of the breach, the amount of deduction penalties necessary to deter future breaches, or previous breaches during this or any prior contract, and any other breaches or violations of the conditions and terms of the Contract.
- 7.28.8 The Contract Administrator, as designee of the Fleet Services Bureau and the City, is authorized to assess deductions for routine or minor breaches of this Contract as provided by this section. The Contract Administrator shall report the assessment of any financial penalties at the bi-monthly meeting of the Fleet Services Bureau.
- 7.28.9 The Contract Administrator acting with the City, reserves the right to renew this Contract taking into consideration the following criteria has been met.





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- 7.28.9.1 Timely submission of all required monthly reports and billing summary
- 7.28.9.2 Successful inspection of equipment and facilities
- 7.28.9.3 Successful Certification of all Contractors employees
- 7.28.9.4 Response for tow requirements of a minimum of 80% of calls

7.28.10 Any failure by the City, at any time, to enforce or require the strict performance of any of the terms, covenants or conditions, will not in any way impair the right of the City to avail itself of such remedies as it may have for any breaches of such terms, covenants or conditions.

**7.29 METHOD OF CORRECTIVE ACTION**

The Contractor agrees that upon notification by the Contract Administrator that the Contractor has breached this Contract and failed to cure the breach within thirty (30) days, the City may terminate this Contract or impose any available remedies, including the remedies listed below in lieu of termination. Imposition of any of the remedies provided by this section shall not limit the City's ability to use any other remedies available by law. All imposed deductions will be re-documented, itemized and attached to the monthly payment for services rendered as a receipt to the Contractor. Deductions will be made directly from the monthly billing summary total of the amount payable to the Contractor. A Contractor disputing any deduction may request a review by the Accident Investigation Division (AID) of the Long Beach Police Department. This division of the Police Department oversees City Tow activities and policy application as it applies to the California Vehicle Code, LBPD policies, City of Long Beach policies and City municipal codes. In addition, the AID acts as an arbitrator to review discrepancies and/or complaints as they relate to the Fleet Services Towing/Lien Sales Division. The action above shall not be construed as a penalty but as adjustment of payment to the Contractor to recover a portion of City costs due to the failure of the Contractor to complete or comply with the provisions of the Contract.

**7.29.1 DEDUCTIONS**

It is, therefore, agreed that any violation of this Contract may cause extreme inconvenience and hardship to the agency or agencies, and failure to abide by all rules, directives, laws, and terms and conditions of this Contract may result in the agency or agencies, acting through the Contract Administrators, exercising its or their rights to terminate this Contract or to impose deductions as enumerated below. The deductions agreed to, in advance, for non-performance of express conditions are as follows:

a	Insufficient staffing or tow trucks in service	\$25.00 per occurrence without cause
b	Failure to inform Fleet Dispatch of 10-97 time	\$25.00 per occurrence without cause



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c	Improperly equipped truck	\$25.00 per occurrence, per item, per truck
d	Failure to mark invoice numbers on a vehicle.	\$25.00 per occurrence without cause
e	Un-qualified staff or employees out of uniform	\$25.00 per occurrence without cause
f	Late call-in of information to Fleet Dispatch	\$25.00 per occurrence without cause
g	Missing/incorrect information on Tow Bill/V.C.R.	\$25.00 per occurrence without cause
h	Un-itemized billing	\$25.00 per occurrence without cause
i	Failure to submit a Fleet Tow Storage Report	\$25.00 per occurrence without cause
j	Failure to provide protection from weather	\$25.00 per occurrence without cause
k	Unprepared or late for a background investigation	\$25.00 per occurrence without cause
l	Late response (3) times within a 30-day period	\$25.00 per occurrence without cause
m	Failure to perform a vehicle recovery	\$50.00 per occurrence without cause
n	Failure to clean up at accident scene	\$50.00 per occurrence without cause
o	Failure to relay Police Hold Information	\$50.00 per occurrence without cause
p	Damage to reputation, quality of service	\$50.00 per occurrence without cause
q	Failure to maintain LBPD Towing Permit ID Card	\$25.00 per employee, per expired permit day

**7.30 CONTRACT TERMINATION**

Any combination of the above violations of the Contract provisions occur three (3) times within a thirty (30) day period, the City may choose to exercise termination of the Primary Contractor and subsequently upgrade the Secondary Contractor to Primary Contractor status.

Either party (City or Proposer) may terminate any Contract awarded pursuant to this RFP for any reason upon thirty (30) days written notice.

The Contractor will conduct business and operate in an honest, forthright, and professional manner. Any instance of willful fraud or intent to deceive the City or its agents in the course of this Contract award or the failure to continually comply with



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the requirements listed in the Capacity Section of this Contract, will result in a summary Contract suspension and/or termination.

### **7.31 FIELD RELEASE**

When the Contractor is requested to release a vehicle at the scene of a tow or to tow a vehicle to a residence by the impounding agency or the vehicle owner, the Contractor shall collect the appropriate fees in accordance with City of Long Beach/Towing Operations posted fee schedule. The Contractor must include the customer's full names as shown on the customer's driver's license, home address, city, state and a description of the vehicle, including the vehicle license number and Vehicle Identification Number (VIN). The Contractor will pay and deliver said fee to Fleet Tow Dispatch at 3111 E. Willow St., Long Beach CA 90806, along with its invoice, by the end of the Contract tow truck operator/driver's shift.

### **7.32 PAYMENT REQUIREMENTS**

The Contractor shall submit, upon completion of each tow service, an invoice and a Fleet Tow Storage Report describing the following: vehicle license plate, VIN, description of vehicle, description of work, Fleet Tow invoice number which is assigned to each request for towing service, cost of tow, and time spent on tow. Any request for service exceeding one (1) hour shall include a written explanation to justify the extended service time.

### **7.33 BILLING**

The Contractor shall submit an original plus one (1) copy of a Monthly Summary Invoice, which shall be on the Contractor's business stationery, by the tenth (10<sup>th</sup>) working day of each calendar month for tows completed during the previous month. The Monthly Summary Invoice shall list the Contractor's individual invoice number, Fleet Tow's invoice number, cost for each tow, and the number of tows for the month, and a total cost for the month. One (1) copy of the Contractor's individual invoices shall also be submitted for all tows identified on the Monthly Summary Invoice. The City will review summary invoice costs, after which the Contract Administrator shall process accurate Monthly Summary Invoice for payment in due course of payments.

### **7.34 CHARGES**

Storage and towing charges will be made for the following categories:

7.34.1 The towing charge will be for each tow truck per call.

7.34.2 The towing charge must include services of the driver of the tow truck and any other required personnel.

7.34.3 The towing charge must include cleaning up and clearing of the accident site.



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### **7.35 DISPUTES**

In the event that any dispute may arise concerning any such charge made by the Contractor, the dispute will be decided by the Towing Operations Contract Administrator.

### **7.36 DAMAGE CLAIMS**

The Contractor will be liable for all damage resulting from the removal and transport of any vehicle during transport and entrusted to the Contractor. The owner of a damaged vehicle, upon approval by the City Clerk's Office, may select a repair facility of choice, providing the repair estimate is considered a fair market price and does not provide an unjust enrichment to the claimant.

### **7.37 DAMAGE TO REAL PROPERTY**

The Contractor shall be responsible for all damage to buildings, walls, windows, fences, garage doors, landscape, hardscape, bollards, driveways, pavement, and curbs during the recovery and removal of impounded vehicles. The Contractor shall make every effort to limit damage to real property and shall be responsible for damage caused by negligent recovery procedures.

### **7.38 ENTRUSTMENT**

As a merchant of like goods in kind, the selected towing Contractor will assume all risk of loss and/or injury, resulting from all requests for service, including the recovery, removal, and transport of any vehicles assigned into its possession, and will be financially and legally responsible for all damage to real or personal property during the performance of all agreed to contractual obligations.

### **7.39 LEGAL STATUTES & MUNICIPAL CODES**

The Awarded Contractor shall agree to obey all laws, regulations, statutes, ordinances, codes and requirements of the authorities listed below:

7.39.1 California Department of Occupational Safety & Health (OSHA)

7.39.2 California Department of Motor Vehicles (DMV)

7.39.3 California Highway Patrol (CHP)

7.39.4 County of Los Angeles

7.39.5 City of Long Beach

7.39.6 Long Beach Police Department

7.39.7 Long Beach Fire Department

7.39.8 Certified Unified Program Agencies (CUPA)

### **7.40 RECORDS**

The Contractor must keep at his principal place of business, complete and accurate records of all vehicles towed, impounded at the request of the City.



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The record system must be adequate to enable the Contractor to locate and/or provide a written report of tow by:

- a) Vehicle by incident number only
- b) Vehicle by license number only
- c) Vehicle by the make, color, date or location of tow

All records required to be kept by the Contractor must be available for inspection at all reasonable times by representatives of the City of Long Beach and the California Highway Patrol. Written reports may be required from time to time.

Contractor agrees to permit the City of Long Beach's authorized representative (including auditors from a private auditing firm hired by the City) access during normal working hours, defined as 7:30 A.M. to 4:30 P.M. (PST) Monday through Friday, to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but not limited to, the costs of administering the contract. The City will provide reasonable notice of such audit or inspection.

The City reserves the right to audit and verify the Contractor's records before payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records.

Should Contractor cease to exist as legal entity, the Contractor's records pertaining to this contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the City's Contract Administrator.



City of Long Beach

Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200  
RFPPurchasing@longbeach.gov

March 7, 2016

ADDENDUM NO. 1

**RFP FS 16-037  
As Needed Vehicle Towing Services**

The City of Long Beach conducted a Mandatory Pre-proposal meeting on February 25, 2016. From that meeting, the Fleet Services Bureau would like to issue an addendum to provide the 2015 Tow Volume Stats and a Monthly Tow Report by Region. The information provided are for information only. The City does not imply or make any commitment to any specific quantity.

Question and answer:

1. Question: Will Contractors be allowed to store equipment at the City's tow facility?

Answer: No

Prepared By: Sokunthea Kol  
Buyer

Date: March 7, 2016

Acknowledged By: Frank Scott Date: April 6 2016

Firm of: Mighty Transport INC.

**You are required to submit this addendum with your proposal. Failure to do so may disqualify your proposal.**



City of Long Beach

Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200  
RFPPurchasing@longbeach.gov

March 9, 2016

ADDENDUM NO. 2

**RFP FS 16-037  
As Needed Vehicle Towing Services**

The acknowledgement at the end of this document needs to be signed and included with your proposal. This addendum changes and supersedes the language in the original RFP.

Please be advised of the following changes:

- The following language shall be added to Section 7.6.3, page 12 of the RFP "All contractor staff must wear a certified (ANSI Class 3) high visibility reflective safety vest, or certified (ANSI Class 3) high visibility reflective clothing when providing towing or roadside services for the City of Long Beach on any public street, state highway, or interstate freeway."

You are required to submit this addendum with your proposal. Any proposer who fails to submit this addendum may be disqualified.

Prepared By: Sokunthea Kol Date: March 9, 2016  
Buyer I

Acknowledged By: Mighty Transport INC  
Company Name

FRANK SCOTTO Pres.  
Print Name Title


Frank Scott April 6 2016  
Signature Date

# EXHIBIT “B”

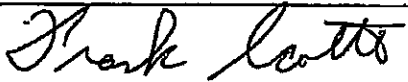
Rates or Charges



**TOWING / LIEN SALES DIVISION - FY-2016 - SERVICE FEE SCHEDULE**

<b>TOWING SERVICE</b>				
 City of Long Beach Purchasing Division 333 W Ocean Blvd/7 <sup>th</sup> Floor Long Beach CA 90802	Basic Tow Rate - Light Class: Vehicles <= 9,000 lbs. GVWR	Basic tow for motorcycles, vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,000 lbs. or less.	\$160.00	Minimum charge; prorated after 1st hour
	Basic Tow Rate - Medium Class: Vehicles 9,001 lbs. - 26,000 lbs. GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,001 lbs. through 26,000 lbs.	\$200.00	Minimum charge; prorated after 1st hour
	Basic Tow Rate - Heavy Class: Vehicles >= 26,001 lbs. GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 26,001 lbs. or more, and/or any vehicle or trailer equipped with air brakes.	\$270.00	Minimum charge; prorated after 1st hour
	Drop Fee - Light Class: Vehicles <= 9,000 lbs. GVWR	Vehicle is detached from tow truck and returned to owner in the field. For vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,000 lbs or less.	\$80.00	Minimum charge; prorated after 1st hour
	Drop Fee - Medium Class: Vehicles 9,001 lbs. - 26,000 lbs. GVWR	Vehicle is detached from tow truck and returned to owner in the field. For vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,001 lbs. through 26,000 lbs.	\$100.00	Minimum charge; prorated after 1st hour
	Drop Fee - Heavy Class: >= 26,001 lbs. GVWR	Vehicle is detached from tow truck and returned to owner in the field. For vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 26,001 lbs. or more, and/or any vehicle or trailer equipped with air brakes.	\$270.00	Minimum charge; prorated after 1st hour
	Mileage Outside The City	When the tow truck is required to travel outside the City limits. Fee must be in whole dollars.	\$7.00	Mile
	Scheduled Delivery Tow	Delivery of a vehicle from a storage facility to another location; scheduled in advance.	\$91.00	Minimum charge; prorated after 1st hour
<b>SECURED STORAGE</b>				
	Vehicle Storage - Standard: 20 feet long or less.	Storage of vehicles measuring 20 feet long or less.	\$49.00	Day
	Vehicle Storage - Large: 21 Feet or more.	Storage of vehicles measuring 21 feet or longer.	\$56	Day
	Motorcycle Storage	Storage of motorcycles.	\$28.00	Day
<b>TOWING MISCELLANEOUS FEES</b>				
	Hazardous Materials	Disposal of hazardous waste collected by tow driver. (Usually spilled fuel or oil.)	\$56	Vehicle
	Labor Required At Scene	Other staff at scene in addition to the tow truck driver and when additional staff does not drive a vehicle to the scene.	\$66	Hour
	After Hours Vehicle / Property Release	Release of a vehicle or property out of the storage yard after posted business hours.	\$80	Vehicle
	Impounding Agency Administrative Fee	Covers administrative costs and labor involved in inspecting and reporting condition of vehicles towed.	\$34.00	Vehicle

## PROPOSAL COST FORM

2016 - Towing Service Cost Sheet - Light Duty / Medium Duty / Heavy Duty					
<p><b>Instructions</b> - Insert the amount to be charged for each "Service Unit" listed. All towing service fees are billed at an hourly rate. All ten sections of this form must be completed to qualify.</p>					
<p><b>Note #1</b> - Any towing charges billed other than "Basic Rate Tow", or any service times exceeding one hour from the time of dispatch, will require a "written explanation" to justify the labor, equipment used, and extended service time.</p>					
<p><b>Note #2</b> - Drop Fees - Light and medium duty towing drop fees are charged at approximately half the tow rate, (see current fee schedule), and will be paid to the contractor at half the per tow bid price. Heavy duty drop fees are charged at the full hourly rate.</p>					
<p><b>Note #3</b> - Cancelled Calls - The Towing Division is not reimbursed for cancelled calls. Any costs incurred by the contractor resulting from cancelled calls must be factored into the per tow bid price.</p>					
<p><b>Note #4</b> - Special Equipment / Services - List any specialized recovery equipment or service your company provides on a separate document. Describe the equipment type, its function/purpose, and include the hourly rate billed for the service.</p>					
1	Company Name -			Phone #	
Item	Service Type	Service Type Description	C/LB Unit Fee	Service Unit	COST
2	Basic Rate Motorcycle Tow - (Light Class)	Basic motorcycle tow.	\$160	Minimum charge & prorated after 1st hour	\$ 99.50
3	Basic Tow Rate - Light Class: Vehicles < 9,000 lbs. GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) under 9,000 lbs.	\$160	Minimum charge & prorated after 1st hour	\$ 99.50
4	Basic Tow Rate - Medium Class: Vehicles 9,000 lbs. - 26,000 lbs GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,000 lbs. through 26,000 lbs.	\$200	Minimum charge & prorated after 1st hour	\$ 149.00
5	Basic Tow Rate - Heavy Class: - > 26,000 lbs GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 26,001 lbs. Or more.	\$270	Minimum charge & prorated after 1st hour	\$ 249.00
6	Mileage Outside The City	When the tow truck is required to travel outside the City limits.	\$7	Per Mile	\$ 4.50
7	Scheduled Delivery Tow - Light Duty	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$91	Minimum charge & prorated after 1st hour	\$ 68.25
8	Scheduled Delivery Tow - Medium / Heavy Duty	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	N/A	Minimum charge & prorated after 1st hour	\$ 150.00
Towing Miscellaneous Fees					
9	Labor Required At Scene	Additional staff working a vehicle recovery job in addition to the tow truck driver dispatched.	\$66	Minimum charge & prorated after 1st hour	\$ 40.00
<p>I have read and understood the instructions and notes above, I have completed all ten sections of the proposal cost sheet. Submission of an incomplete proposal may cause the City to deem the proposal non-responsive and reject the proposal.</p>					
10	Print Name - FRANK SCOTTO		Signature - 		

# EXHIBIT “C”

City’s Representative:

Superintendent of Towing & Lien Sales

# EXHIBIT “D”

Additional Materials/Information Furnished:  
None