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force and effect.

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.

SEVENTH STREET GARAGE, INC., a California corporation

July 23, 2020

By [Signature]
Name Michael Bearden
Title President

July 28, 2020

By [Signature]
Name MARILEE I. BEARDEN
Title VICE PRESIDENT

"Consultant"

CITY OF LONG BEACH, a municipal corporation

August 3, 2020

By [Signature]
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This First Amendment to Agreement No. 35533 is approved as to form on

July 30, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy
for Taylor Anderson

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

EXHIBIT "A"

7. PROJECT SPECIFICATIONS

7.1 ERRORS AND OMISSIONS

We agree and understand we 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. It is agreed that we will comply with full instruction in the event errors or omissions are discovered.

7.2 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

We agree and understand that 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

It is agreed and fully understood that we as a contractor must procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful implementation of the work.

7.4 SERVICE HOURS

Seventh Street Garage, Inc. 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. We 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, voicemail and/or tape recordings will not be used and a dedicated number will be provided for direct live dispatcher contact.

7.5 PERFORMANCE

7.5.1 Seventh Street Garage, Inc. will 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 We will not engage in any exclusive referral for compensation ("capping") activities with any individual or company.

7.5.3 During the tenure of this contract, we agree and understand that we may 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 It is agreed by Seventh Street Garage, Inc. that 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 Agreed and understood that except as provided in this RFP, the Contractor must not display or use any signs, advertising material, or logos which indicates that the



City of Long Beach
 Purchasing Division
 411 West Ocean Boulevard, 6th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number FS 20-019
For
As Needed Vehicle Towing Services

Release Date:	12/19/2019
Mandatory Pre-Proposal Meeting:	01/08/2020
Questions Due to the City:	01/23/2020
Posting of the Q & A:	01/23/2020
Due Date:	01/30/2020

City Contact: *Michelle King* Buyer II 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name SEVENTH STREET GARAGE INC Contact Person Marilee Bearden

Address 1615 E. MARAETANIA ST City Wilmington State CA Zip 90744

Telephone (310) 856 1980 Fax (310) 549 6659 Federal Tax ID N XXXXXXXXXX

E-mail: OFFICE@7STREETGARAGE.COM

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 01-30-2020

Signed Marilee S Bearden

Print Name & Title Marilee Bearden

Rev 2016 0919

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 Seventh Street Garage, Inc. will ensure that the 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 We understand and agree that 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 Seventh Street garage, Inc. will insure and inspect tow truck operators to be sure they possess the proper State of California Driver's License required to operate the towing vehicle and equipment designated and will have received sufficient training to operate without direct supervision.

7.6.3 Tow truck operators will wear an approved "mechanic style" uniform (ankle length trousers and button front shirt with collar). All uniforms Will display the Contractor's company name and the driver's name. Tow truck operators will maintain acceptable standards of dress and cleanliness while in the field. *A picture of our uniform has been included for review in the photographs section.

7.6.4 Seventh Street Garage, Inc will comply and understands: section 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 for vehicle tows. 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

Seventh Street Garage, Inc. understands and will implement that all persons performing or causing towing services to be performed pursuant to this Contract shall submit to a Live Scan fingerprinting and criminal background examination, identifying the Long Beach Police Department as the requesting agency, and shall pay the fee 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 fingerprinting and criminal background 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/she determines, in his/her 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. Seventh Street Garage, Inc. will pay any fees for the Live Scan exam and biennial LBPD Towing Permit ID Card, as established by resolution of the City Council.

7.6.5.2. It is agreed and understood that each first-time applicant and any replacement or alternate tow operator employed by the Contractor must apply for a tow operator permit pursuant to Ch. 5.82 of the Long Beach Municipal Code within fifteen (15) days after being hired by the Contractor.

7.6.5.3. Seventh Street Garage, Inc. will be sure our applicants submit a complete and truthful application, including photographs and all required evidence of identity and right to work in the United States. We accept that incomplete applications may be rejected, and may incur a penalty. Applications determined to be untruthful or which contain material omissions and/or material misstatements of fact may be denied.

7.6.5.4. Seventh Street Garage, Inc. accepts and it is understood that 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.

7.6.5.5. Seventh Street Garage, Inc. agree and understand that 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.

7.6.5.6. Seventh Street Garage, Inc. agrees to the following: 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:

7.6.5.6.1. Five (5) traffic infractions; or

7.6.5.6.2. Five (5) serious traffic violations; or

7.6.5.6.3. Five (5) motor vehicle accidents which are required to be reported to the DMV; or

7.6.5.6.4. 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

Seventh Street Garage, Inc. 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. We understand and accept that we may incur a payment 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 Seventh Street Garage, Inc. and are

in the process of transporting property owned by others are required to maintain a valid Department of Motor Vehicle operator's license, as required by the State of California. It is agreed that the Contract Administrator reserves the right to request proof of proper Department of 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 Seventh Street Garage, Inc. must always obtain and thereafter maintain a valid LBPD Permit Identification Card, issued by the Long Beach Police Department, while performing services under this Contract. The LBPD 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) payment deduction.

7.6.8.1. Seventh Street Garage, Inc. will furnish a list of current tow operators with corresponding City permit numbers to the Superintendent of Towing & Lien Sales on an annual basis, and upon request by Superintendent of Towing & Lien Sales or the Chief of the Long Beach Police, or any designee of the Superintendent of Towing & Lien Sales or the Chief of the Long Beach Police Department.

7.6.8.2. Seventh Street Garage, Inc. agrees it is responsible for ensuring that their tow operators have their permits renewed biennially at the Long Beach Police Department

7.6.9 EMPLOYEE IDENTIFICATION

It is agreed by Seventh Street Garage, Inc. that if a contract is awarded to our company, we must provide the name, title and position of the individuals that will require Live Scan fingerprints and photographs.

7.7 RESPONSE FOR SERVICE

7.7.1 Seventh Street Garage, Inc. agrees and will 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 is understood and accepted that failure of the minimum requirement may be cause for a penalty.

7.7.1.1. Seventh Street Garage, Inc. will 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 LBPD, 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. In each instance, Seventh Street Garage, Inc. will remove from the street all debris resulting from said accident and to clean the immediate area of such street, to include any and all oil absorbent applied to the scene, leaving the area in a "broom clean" condition. It is understood that debris

does not include personal property of the owner or operator of the vehicle.

7.7.1.3. Seventh Street Garage, Inc. Will perform any 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 required in connection with the towing operations performed under this Contract.

7.7.1.4. Seventh Street Garage, Inc. and/or our Tow Operators will 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 Towing operations software system, to document any pre-existing damage identified on the vehicle, and to list any valuable personal property or cargo. We will 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 Tow Operator will sign the FTS Report, acknowledging its completion and accuracy. It is agreed that any additional labor fees, and their justification, shall be listed on the FTS Report.

7.7.1.5. Seventh Street Garage, Inc. will advise the Fleet Tow Dispatcher if any valuable personal property has been observed and left in the towed vehicle.

7.7.1.6. Tow operators will physically verify the VIN on the towed vehicle and note any discrepancies on the FTS Report.

7.7.1.7. Seventh Street Garage, Inc. and its tow operators will clear the location specified in the originating dispatch sufficiently to restore normal traffic movement. In the event that Seventh Street Garage, Inc. receives an additional tow request to remove a disabled vehicle that is interrupting traffic flow, we agree 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 Seventh Street Garage, Inc. at the site specified in any tow request shall be towed at the earliest opportunity after Seventh Street Garage, Inc. has complied with the above provisions for restoring traffic movement at all specified locations.

7.7.1.8. Seventh Street Garage, Inc. and our tow operators will notify the Fleet Tow Dispatcher from the scene of the accident if the vehicle to be towed was involved in an incident resulting in any damage to City property, such as a knock down of a traffic sign.

7.7.1.9. Tow operators will 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.

7.7.1.10. Seventh Street Garage, Inc. agrees and understands that we will 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, Agent of the City requesting towing service, or the vehicle owner.

7.7.1.11. Seventh Street Garage, Inc. and our tow operators will tow vehicles that do not

have any tires or wheels.

7.7.1.12. Seventh Street Garage, Inc. and tow operators will not interfere with an Impounding Officer's decision to impound or release a vehicle.

7.7.1.13. Seventh Street Garage, Inc., our dispatchers, or tow operators will notify Fleet Tow Dispatch at (562) 570-2835 when a tow truck arrives on the scene (10-97) of a requested response for tow service.

7.7.1.14. Seventh Street Garage, Inc. will communicate directly, and at all times, with Fleet Tow Dispatch when providing tow services for the City.

7.7.1.15. Seventh Street Garage, Inc. agrees and understands that all tow truck drivers and Subcontractors shall successfully pass a Live Scan fingerprinting and criminal background examination as required by the Long Beach Police Department and demonstrate the ability and experience to perform all types of tow requests and vehicle recoveries. New operators will have appropriate training and existing operators will receive ongoing training to maintain the highest level of service to the City of Long Beach.

7.7.1.16. Seventh Street Garage, Inc. tow truck drivers and Subcontractors will dress in company uniform identifying Seventh Street Garage, Inc. or Contractor's sub contract tow truck operator/driver's first name. It is agreed that 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 will be in the tow vehicle at all times and shall match the driver operating the vehicle.

7.8 SERVICE CAPACITY – LIGHT DUTY TOWING

Seventh Street Garage, Inc. agrees that multiple contracts may be awarded based on the needs of the City.

7.8.1. **Response Times:** Seventh Street Garage, Inc. response to requested calls for light duty tow service from the City's Fleet Tow Dispatch Office will 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. We agree and understand that 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 staff or software program will be the official average response time for the Contractor.

7.8.3. Seventh Street Garage, Inc. will record pertinent time and distance on each tow unit dispatched in a manner approved by the City Towing Operations.

7.8.4. Seventh Street Garage, Inc. will immediately notify the City Towing Operations when a tow unit cannot respond directly or provide a reasonable estimated response time. To provide service options Seventh Street Garage, Inc. will provide a "best

possible" estimated time of arrival to the Fleet Tow Dispatcher on duty.

7.8.5. Seventh Street Garage, Inc. agrees and understands that if we indicate that we 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 towing contractor.

7.8.6. It is agreed that Seventh Street Garage, Inc. will 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. It is agreed that Seventh Street Garage, Inc. will 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:** Seventh Street Garage, Inc. will contact Fleet Tow Dispatch to report arrival times, (10-97) for each tow request issued.

7.8.9. **Failure To Meet Response Time:** Seventh Street Garage, Inc. agrees that in the event that we consistently fail to arrive on-scene of a tow request within the required response time we may be considered non-responsive. The City, in its discretion, may terminate this Contract if an overall total of three (3) non-responsive occurrences over a 30-day period.

7.8.10. **Rotation:** Should Seventh Street Garage, Inc. receive the contract for Primary operation and will be dispatched to respond to requests for towing services. It is understood by Seventh Street Garage, Inc. that if we are the Primary and unable to respond to a call within the required twenty (20) minutes, the Secondary Back-up Contractor may 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

Seventh Street Garage, Inc. agrees that the City intends to award Citywide a "Primary Contract" and Citywide "Secondary Back-up Contract" for Medium & Heavy Duty Towing Services.

7.9.1 **Response Times:** Seventh Street Garage, Inc. response to requested calls for Medium duty tow service from the City's Fleet Tow Dispatch Office will not exceed thirty (30) minutes from the time the request from Fleet Towing Dispatch to the time the tow vehicle arrives at the requested service location.

7.9.2 Seventh Street Garage, Inc. agrees that arrival times will be consistently monitored, an average response time of thirty (30) minutes or less must be maintained throughout the duration of the contract. The average response time will 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 Seventh Street Garage, Inc.

7.9.3 Seventh Street Garage, Inc. will record pertinent time and distance on each tow unit dispatched in a manner approved by the City's Fleet Towing Operations.

7.9.4 Seventh Street Garage, Inc. will immediately notify the City's Fleet Towing Operations when a tow unit cannot respond directly or provide a reasonable estimated response time. To provide service options, Seventh Street Garage, Inc. will provide a "best possible" estimated time of arrival to Fleet Tow Dispatcher on duty.

7.9.5 It is understood and agreed that in the event that Seventh Street Garage, Inc. indicates that they are unable to respond within thirty (30) minutes, and the estimated time of arrival is not satisfactory, the City's Fleet Towing Operations may elect to cancel the call and contact another tow service.

7.9.6 Seventh Street Garage, Inc. will 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:** Seventh Street Garage, Inc. will contact Fleet Tow Dispatch to report arrival times, (10-97) for each tow request issued.

7.9.8 **Failure To Meet Response Time:** It is agreed that in the event Seventh Street Garage, Inc. consistently fails to arrive on-scene of a tow request within the required response time it may be considered non-performing. The City, in its discretion, may terminate this Contract if an overall total of three (3) non-responsive occurrences over a 30-day period.

7.9.9 **Rotation:** Seventh Street Garage, Inc. agrees and understands that the Primary Contractor for heavy and medium tow requests may 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 may 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:** Seventh Street Garage, Inc. will submit to an inspection of all equipment prior to award of the Contract.

7.10.2 **Minimum Requirements:** Seventh Street Garage, Inc. will maintain adequate equipment and personnel at all times during the term of the Contract to provide the required Contract towing services as described in this Contract.

7.10.3 **Failure to Provide Proof:** Seventh Street Garage, Inc. agrees and understands that failure to provide proof of the minimum equipment and personnel requirements will disqualify our Proposal.

NOTE: Seventh Street Garage, Inc. agrees that our facility and equipment will be made available for inspection by the City 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 Seventh Street Garage, Inc. agrees and will 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 Should Seventh Street Garage, Inc. receive the Secondary Contractor for light duty tows, we will have the following minimum number of vehicles operational at all times during the term of the Contract:

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 Seventh Street Garage, Inc. agrees and will comply with: that (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 FLATBED TOWS Seventh Street Garage, Inc. agrees and will comply with: (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 thirty-five feet (35') 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.

7.10.8 EQUIPMENT REQUIREMENTS - MEDIUM DUTY TOWS Seventh Street Garage, Inc. agrees and will comply with: (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. 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 the towed vehicle.

7.10.9 EQUIPMENT REQUIREMENTS - HEAVY DUTY TOWS Seventh Street Garage, Inc. agrees and will comply with: (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

Seventh Street Garage, Inc. agrees and will comply with: 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

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 the 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

Seventh Street Garage, Inc. agrees and will comply with: All Tow Trucks operating under this Contract will 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 petroleum products;
- 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;
- 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 will 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. Seventh Street Garage, Inc. agrees and will comply with: 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.

Vehicle Type License Plate # Vehicle Identification #

1	1GBE5C1967F426602	2007	Chev	CC5500	5OPG5
2	5PVNJ8JP0D4S50799	2013	Hino	258	70381H1
3	5PVNJ8JP2D4S50772	2013	Hino	258	70377H1
4	3D6WC76L69G555937	2009	Ram	4500	8S49808
5	2NP2HM6X7KM228377	2019	Pete	337	55504M2

7.13 MOTOR CARRIER PERMIT

Seventh Street Garage, Inc. has included required copy of our Motor Carrier Permit. Seventh Street Garage, Inc. certifies that all vehicles are registered with the MCP unit and further proof can and will be provided once contract has been awarded. **Copy of MCP is provided at the end of this proposal.**

7.14 INSPECTION, REPAIR & MAINTENANCE

Seventh Street Garage, Inc. agrees and understands that 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 the 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

Seventh Street Garage, Inc. agrees and understands that 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 a City representative upon request and will be subject to periodic checks.

7.14.2 MAINTENANCE OF FACILITIES

Throughout the term of this agreement, Seventh Street Garage, Inc. agrees and will maintain a clean, safe and efficient facility. The 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

Seventh Street Garage, Inc. agrees and will comply with each tow driver required to and with manager follow-up, complete daily pre-trip equipment and vehicle inspection forms at the beginning and end of their shift. Records of inspections will be provided upon request of the Contract Administrator.

7.15 SUPPLEMENTAL INSURANCE REQUIREMENTS

Seventh Street Garage, Inc. understands that the insurance provisions are delineated in Pro-forma Agreement (Attachment B).

7.16 TOWING PROCEDURES

The Fleet Tow Dispatcher shall dispatch all tow requests, and all tows shall be performed in a safe and legal manner. Seventh Street Garage, Inc. agrees and will comply with any instructions given by an officer or agent/employee of the Contract Administrator at the scene of the tow. While performing a recovery, the Seventh Street Garage, Inc. will cleanup of an accident scene, including the removal of all broken glass or debris dropped upon the highway from a wrecked or damaged vehicle. Including any other vehicles located within the City which for any other reason are within the jurisdiction of the City; provided however, that when in the opinion of the City, and Seventh Street Garage, Inc. agrees is unable for any reason to provide adequate tow service or storage, the City will have the right to have such duties performed by any other person or persons.

7.17 POLICE HOLDS

Seventh Street Garage, Inc. agrees and will comply with: Long Beach Police Department impounds with instructions to hold for fingerprints, investigation, evidence, or VIN inspection shall be handled and stored with all due care to protect and preserve the integrity of the police investigation to follow. Confidentiality of police investigations are crucial; therefore, Seventh Street Garage, Inc. agrees and its employees will not discuss a towing impound case with members of the public or with news agencies. If approached to provide information on a towing service call or a police investigation involving a towed vehicle by a citizen or news agency, Seventh Street Garage, Inc. and

its employees will refer the requesting party to the Public Information Officer of the impounding agency at the scene, the officer at the scene, or Fleet Towing customer service phone number (562) 570-2828. To protect the chain of evidence in a criminal investigation, all vehicles held for police investigation will be delivered directly to the 3111 E. Willow St., PD Tow Impound Yard.

7.18 FLEET TOW STORAGE REPORT

Seventh Street Garage, Inc. will prepare a Fleet Tow Storage Report form 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 Seventh Street Garage, Inc. possession. Such inventory will 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 invoices to qualify for payment. Seventh Street Garage, Inc. and its employees will not remove property from a vehicle. Should the operator notice any property of value, they 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

Seventh Street Garage, Inc. agrees that in addition to light duty, medium duty and heavy duty tows, Seventh Street Garage, Inc. will be required to respond to the following types of tows commonly requested by the Fleet Tow Dispatcher:

- 7.19.1.1 **Abandoned Vehicle Tow:** Any tow designated by the City as part of its abandoned vehicle abatement program.
- 7.19.1.2 **City Vehicle Tow:** Any tow of a City-owned or City leased vehicle.
- 7.19.1.3 **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.
- 7.19.1.4 **Courtesy Tow:** Requests to have a legally parked vehicle moved to another legal parking place for emergency purposes, at no charge to the citizen.
- 7.19.1.5 **Motorcycle Tow:** Request to tow a motorcycle not requiring the use of a motorcycle trailer.
- 7.19.1.6 **Scheduled Tow:** A tow that is scheduled in advance, and does not require a specific arrival time

7.20 CANCELLED TOW REQUESTS

- 7.20.1.1 **Tows Gone On Arrival (GOA).** If a tow request vehicle is gone when Seventh Street Garage, Inc. arrives to perform a tow, Seventh Street Garage, Inc. tow driver/operator will immediately notify Fleet Tow Dispatch.
- 7.20.1.2 **Cancelled Calls/(1022's).** Seventh Street Garage, Inc. understands that a tow request may only be cancelled by the Fleet Tow Dispatcher or the Impounding Officer. It is agreed that Seventh Street Garage, Inc. or its employees do not have the authorization to cancel calls for service.
- 7.20.1.3 **Cancelled Call Billing.** Seventh Street Garage, Inc. agrees and understands

that The City of Long Beach, Fleet Services Towing Operations will not be reimbursed for tow requests that are cancelled by impounding agencies. Therefore, no fees or charges billed by Seventh Street Garage, Inc., 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 cancelled tows will be included in the proposal price for completed tow requests.

7.21 FULL SERVICE

Seventh Street Garage, Inc. accepts and agrees as it pertains to this Contract, a full service towing operation will 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. Seventh Street Garage, Inc. has a business address owned, leased or rented by the Seventh Street Garage, Inc. with a telephone number that is available to the public Monday through Friday, 8:00 AM – 5:00 PM. The dispatch office will 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

Seventh Street Garage, Inc. will have a live person dispatcher and tow personnel will be "on duty" at all times including all national holidays and City recognized holidays. The Contractor's dispatch office will 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

Seventh Street Garage, Inc. agrees and understands that "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. Seventh Street Garage, Inc. understands and will 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.

7.25 DROP FEES

Seventh Street Garage, Inc. accepts and understands that except when instructed by LBPD 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, they shall be informed of their 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 will be submitted by Seventh Street Garage, Inc. at the beginning of the Contract term and by the tenth (10th) day of each month during the Contract period:

7.26.1 Seventh Street Garage, Inc. will 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, Seventh Street Garage, Inc. will indicate this by writing, "no changes this reporting period" on the Employee and Equipment Report.

7.26.2 Seventh Street Garage, Inc. will 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, 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 Seventh Street Garage, Inc. will inform the Contract Administrator, by the tenth (10th) day of the following month, of any vehicle accident involving a towing vehicle operated by Seventh Street Garage, Inc. or the Contractor's employees or agents, which is required by state law to be reported to the Department of Motor Vehicles. Seventh Street Garage, Inc. accepts that 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.

7.26.4 Seventh Street Garage, Inc. will 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 Seventh Street Garage, Inc. 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, attempting 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

Seventh Street Garage, Inc. accepts and agrees that 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 Seventh Street Garage, Inc. or its operators 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.

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 LCPD 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).

7.28 AUTHORITY OF THE CONTRACT ADMINISTRATOR

Seventh Street Garage, Inc. accepts and agrees that 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.
- 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

Seventh Street Garage, Inc. agrees that upon notification by the Contract Administrator that Seventh Street Garage, Inc. 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

Seventh Street Garage, Inc. accepts that 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 time to inform Fleet Dispatch of 10-97 \$25.00 per occurrence without cause
- c Improperly equipped truck \$25.00 per occurrence, per item, per truck
- d Failure to mark Fleet Tow 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 day

7.30 CONTRACT TERMINATION

Seventh Street Garage, Inc. accepts and understands that 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.

Seventh Street Garage, Inc. 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 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 Seventh Street Garage, Inc. 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, Seventh Street Garage, Inc. will collect the appropriate fees in accordance with City of Long Beach/Towing Operations posted fee schedule. Seventh Street Garage, Inc. will 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 VIN. Seventh Street Garage, Inc. 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

Seventh Street Garage, Inc. will 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

Seventh Street Garage, Inc. will submit an original plus one (1) copy of a Monthly Summary Invoice, which shall be on Seventh Street Garage, Inc. business stationery, by the tenth (10th) working day of each calendar month for tows completed during the previous month. The Monthly Summary Invoice shall list Seventh Street Garage, Inc. 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 Seventh Street Garage, Inc. individual invoices will 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

Seventh Street Garage, Inc. accepts and understands that 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.

7.35 DISPUTES

Seventh Street Garage, Inc. accepts that 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

Seventh Street Garage, Inc. accepts and will be liable for all damage resulting from the removal and transport of any vehicle during transport and entrusted to Seventh Street Garage, Inc. 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

Seventh Street Garage, Inc. will 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. Seventh Street Garage, Inc. will make every effort to limit damage to real property and shall be responsible for damage caused by negligent recovery procedures.

7.38 ENTRUSTMENT

Seventh Street Garage, Inc. understands 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

Seventh Street Garage, Inc. will 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

Seventh Street Garage, Inc. agrees to keep at his principal place of business, complete and accurate records of all vehicles towed/impounded at the request of the City.

The record system will enable Seventh Street Garage, Inc. to locate and/or provide a written report of tow by:

7.40.1 Vehicle by incident number only

7.40.2 Vehicle by license number only

7.40.3 Vehicle by the make, color, date, or location of tow

7.40.4 All records required to be kept by Seventh Street Garage, Inc. will 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.

7.40.5 Seventh Street Garage, Inc. 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 Seventh Street Garage, Inc. 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.

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

7.40.7 Seventh Street Garage, Inc. 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. Seventh Street Garage, Inc. agrees to allow interviews of any employees or others who might reasonably have information

related to such records.

7.40.8 Should Seventh Street Garage, Inc. cease to exist as legal entity, the records pertaining to this Contract will be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the City's Contract Administrator. The City will be notified of a change in corporate status within ten (10) days of the conclusion of legal business transaction activities.

EXHIBIT "B"

Seventh Street Garage, Inc.

Cost Sheet - Proposal FS 20-019

Seventh Street Garage, Inc. will perform Light Duty Towing Services on an as needed basis as described in the City of Long Beach Request For Proposal Number FS 20-019

Light Duty Towing: \$160.00 minimum charge per hour for each request for service, prorated after 1st hour.

Drop fee for field release will be \$80.00

Scheduled Delivery Tow: \$160.00 minimum per hour, prorated after first hour.

Medium Duty Towing: N/A

Heavy Duty Towing: N/A

Signature: *Marilee E. Bearden*

Print: Marilee Bearden

Secretary

Date: 01-30-2020

PRICING LIST - VENDOR TO COMPLETE AND SUBMIT WITH PROPOSAL

RFP FS 20-019 AS NEEDED TOWING SERVICES FOR THE CITY OF LONG BEACH

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.	N/A	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.	N/A	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.	N/A	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.	N/A	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.	N/A	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.	N/A	Mile
Scheduled Delivery Tow	Delivery of a vehicle from a storage facility to another location; scheduled in advance.	160 ⁰⁰	Minimum charge; prorated after 1st hour
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SEVENTH STREET GARAGE, INC. 7071 S. GARDEN Merilee Bearden SEC 1-30-2020			