

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

30917

THIS AGREEMENT is made and entered, in duplicate, as of August 28, 2008, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on August 19, 2008, by and between EXPERTOW, INC., a California corporation, with a place of business at 8341 Monroe Avenue, Stanton, California 90680 ("Vendor"), 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 Vendor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto and incorporated herein as Exhibit "A-1", and City has determined that Vendor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Vendor perform these specialized services, and Vendor 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. Vendor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, at the rates or charges shown in Exhibit "A-2".

B. City shall pay Vendor in due course of payments following receipt from Vendor and approval by City of invoices showing the services or task

1 performed and the time expended. Vendor shall certify on the invoices that
2 Vendor has performed the services in full conformance with this Agreement and is
3 entitled to receive payment.

4 C. Vendor represents that Vendor has obtained all necessary
5 information on conditions and circumstances that may affect its performance and
6 has conducted site visits, if necessary.

7 D. By executing this Agreement, Vendor warrants that Vendor (a)
8 has thoroughly investigated and considered the scope of services to be performed,
9 (b) has carefully considered how the services should be performed, and (c) fully
10 understands the facilities, difficulties and restrictions attending performance of the
11 services under this Agreement. If the services involve work upon any site, Vendor
12 warrants that Vendor has or will investigate the site and is or will be fully
13 acquainted with the conditions there existing, prior to commencement of services
14 set forth in this Agreement. Should Vendor discover any latent or unknown
15 conditions that will materially affect the performance of the services set forth in this
16 Agreement, Vendor must immediately inform the City of that fact and may not
17 proceed except at Vendor's risk until written instructions are received from City.

18 E. Vendor must adopt reasonable methods during the life of the
19 Agreement to furnish continuous protection to the work, and the equipment,
20 materials, papers, documents, plans, studies and other components to prevent
21 losses or damages, and will be responsible for all damages, to persons or
22 property, until acceptance of the work by the City, except those losses or damages
23 as may be caused by the City's own negligence.

24 F. CAUTION: Vendor shall not begin work until this Agreement
25 has been signed by both parties and until Vendor's evidence of insurance has
26 been delivered to and approved by City.

27 2. TERM. The term of this Agreement shall commence at midnight on
28 October 1, 2008, and shall terminate at 11:59 p.m. on September 30, 2009, unless

1 sooner terminated as provided in this Agreement, or unless the services or the Project is
2 completed sooner.

3 3. COORDINATION AND ORGANIZATION.

4 A. Vendor shall coordinate its performance with City's
5 representative, if any, named in Exhibit "B", attached to this Agreement and
6 incorporated by this reference. Vendor shall advise and inform City's
7 representative of the work in progress on the Project in sufficient detail so as to
8 assist City's representative in making presentations and in holding meetings on
9 the Project. City shall furnish to Vendor information or materials, if any, described
10 in Exhibit "C", attached to this Agreement and incorporated by this reference, and
11 shall perform any other tasks described in the Exhibit.

12 B. The parties acknowledge that a substantial inducement to City
13 for entering this Agreement was and is the reputation and skill of Vendor's key
14 employee, Jim Kruger. City shall have the right to approve any person proposed
15 by Vendor to replace that key employee.

16 4. INDEPENDENT CONTRACTOR. In performing its services, Vendor
17 is and shall act as an independent contractor and not an employee, representative or
18 agent of City. Vendor shall have control of Vendor's work and the manner in which it is
19 performed. Vendor shall be free to contract for similar services to be performed for
20 others during this Agreement; provided, however, that Vendor acts in accordance with
21 Section 9 and Section 11 of this Agreement. Vendor acknowledges and agrees that (a)
22 City will not withhold taxes of any kind from Vendor's compensation; (b) City will not
23 secure workers' compensation or pay unemployment insurance to, for or on Vendor's
24 behalf; and (c) City will not provide and Vendor is not entitled to any of the usual and
25 customary rights, benefits or privileges of City employees. Vendor expressly warrants
26 that neither Vendor nor any of Vendor's employees or agents shall represent themselves
27 to be employees or agents of City.

28 5. INSURANCE.

1 A. As a condition precedent to the effectiveness of this
2 Agreement, Vendor shall procure and maintain, at Vendor's expense for the
3 duration of this Agreement, from insurance companies that are admitted to write
4 insurance in California and have ratings of or equivalent to A:V by A.M. Best
5 Company or from authorized non-admitted insurance companies subject to
6 Section 1763 of the California Insurance Code and that have ratings of or
7 equivalent to A:VIII by A.M. Best Company, the following insurance:

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

22 (b) Workers' Compensation insurance as required by the California
23 Labor Code and employer's liability insurance in an amount not less than
24 \$1,000,000. This policy shall be endorsed to state that the insurer waives
25 its right of subrogation against City, its boards and commissions, and their
26 officials, employees and agents.

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

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

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

9 C. Each insurance policy shall be endorsed to state that
10 coverage shall not be reduced, non-renewed or canceled except after thirty (30)
11 days prior written notice to City, shall be primary and not contributing to any other
12 insurance or self-insurance maintained by City, and shall be endorsed to state that
13 coverage maintained by City shall be excess to and shall not contribute to
14 insurance or self-insurance maintained by Vendor. Vendor shall notify City in
15 writing within five (5) days after any insurance has been voided by the insurer or
16 cancelled by the insured.

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

23 E. Vendor shall require that all sub-Vendors or contractors that
24 Vendor uses in the performance of these services maintain insurance in
25 compliance with this Section unless otherwise agreed in writing by City's Risk
26 Manager or designee.

27 F. Prior to the start of performance, Vendor shall deliver to City
28 certificates of insurance and the endorsements for approval as to sufficiency and

1 form. In addition, Vendor shall, within thirty (30) days prior to expiration of the
2 insurance, furnish to City certificates of insurance and endorsements evidencing
3 renewal of the insurance. City reserves the right to require complete certified
4 copies of all policies of Vendor and Vendor's sub-Vendors and contractors, at any
5 time. Vendor shall make available to City's Risk Manager or designee all books,
6 records and other information relating to this insurance, during normal business
7 hours.

8 G. Any modification or waiver of these insurance requirements
9 shall only be made with the approval of City's Risk Manager or designee. Not
10 more frequently than once a year, City's Risk Manager or designee may require
11 that Vendor, Vendor's sub-Vendors and contractors change the amount, scope or
12 types of coverages required in this Section if, in his or her sole opinion, the
13 amount, scope or types of coverages are not adequate.

14 H. The procuring or existence of insurance shall not be
15 construed or deemed as a limitation on liability relating to Vendor's performance or
16 as full performance of or compliance with the indemnification provisions of this
17 Agreement.

18 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
19 contemplates the personal services of Vendor and Vendor's employees, and the parties
20 acknowledge that a substantial inducement to City for entering this Agreement was and is
21 the professional reputation and competence of Vendor and Vendor's employees. Vendor
22 shall not assign its rights or delegate its duties under this Agreement, or any interest in
23 this Agreement, or any portion of it, without the prior approval of City, except that Vendor
24 may with the prior approval of the City Manager of City, assign any moneys due or to
25 become due Vendor under this Agreement. Any attempted assignment or delegation
26 shall be void, and any assignee or delegate shall acquire no right or interest by reason of
27 an attempted assignment or delegation. Furthermore, Vendor shall not subcontract any
28 portion of its performance without the prior approval of the City Manager or designee, or

1 substitute an approved sub-Vendor or contractor without approval prior to the
2 substitution. Nothing stated in this Section shall prevent Vendor from employing as many
3 employees as Vendor deems necessary for performance of this Agreement.

4 7. CONFLICT OF INTEREST. Vendor, by executing this Agreement,
5 certifies that, at the time Vendor executes this Agreement and for its duration, Vendor
6 does not and will not perform services for any other client which would create a conflict,
7 whether monetary or otherwise, as between the interests of City and the interests of that
8 other client. And, Vendor shall obtain similar certifications from Vendor's employees,
9 sub-Vendors and contractors.

10 8. MATERIALS. Vendor shall furnish all labor and supervision,
11 supplies, materials, tools, machinery, equipment, appliances, transportation and services
12 necessary to or used in the performance of Vendor's obligations under this Agreement,
13 except as stated in Exhibit "C".

14 9. OWNERSHIP OF DATA. All materials, information and data
15 prepared, developed or assembled by Vendor or furnished to Vendor in connection with
16 this Agreement, including but not limited to documents, estimates, calculations, studies,
17 maps, graphs, charts, computer disks, computer source documentation, samples,
18 models, reports, summaries, drawings, designs, notes, plans, information, material and
19 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
20 and City shall have the unrestricted right to use and disclose the Data in any manner and
21 for any purpose without payment of further compensation to Vendor. Copies of Data may
22 be retained by Vendor but Vendor warrants that Data shall not be made available to any
23 person or entity for use without the prior approval of City. This warranty shall survive
24 termination of this Agreement for five (5) years.

25 10. TERMINATION. Either party shall have the right to terminate this
26 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
27 prior notice to the other party. In the event of termination under this Section, City shall
28 pay Vendor for services satisfactorily performed and costs incurred up to the effective

1 date of termination for which Vendor has not been previously paid. The procedures for
2 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
3 termination, Vendor shall deliver to City all Data developed or accumulated in the
4 performance of this Agreement, whether in draft or final form, or in process. And, Vendor
5 acknowledges and agrees that City's obligation to make final payment is conditioned on
6 Vendor's delivery of the Data to City.

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

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

21 13. ADDITIONAL SERVICES. The City has the right at any time during
22 the performance of the services, without invalidating this Agreement, to order extra work
23 beyond that specified in the RFP or make changes by altering, adding to or deducting
24 from the work. No extra work may be undertaken unless a written order is first given by
25 the City, incorporating any adjustment in the Agreement Sum, or the time to perform this
26 Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement
27 Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be
28 approved by the City Representative. Any greater increases, taken either separately or

1 cumulatively, must be approved by the City Council. It is expressly understood by
2 Vendor that the provisions of this paragraph do not apply to services specifically set forth
3 in the RFP or reasonably contemplated in the RFP. Vendor acknowledges that it accepts
4 the risk that the services to be provided pursuant to the RFP may be more costly or time
5 consuming than Vendor anticipates and that Vendor will not be entitled to additional
6 compensation for the services set forth in the RFP.

7 14. RETENTION OF FUNDS. Vendor authorizes the City to deduct from
8 any amount payable to Vendor (whether or not arising out of this Agreement) any
9 amounts the payment of which may be in dispute or that are necessary to compensate
10 the City for any losses, costs, liabilities or damages suffered by the City, and all amounts
11 for which the City may be liable to third parties, by reason of Vendor's acts or omissions
12 in performing or failing to perform Vendor's obligations under this Agreement. In the
13 event that any claim is made by a third party, the amount or validity of which is disputed
14 by Vendor, or any indebtedness exists that appears to be the basis for a claim of lien, the
15 City may withhold from any payment due, without liability for interest because of the
16 withholding, an amount sufficient to cover the claim. The failure of the City to exercise
17 the right to deduct or to withhold will not, however, affect the obligations of Vendor to
18 insure, indemnify and protect the City as elsewhere provided in this Agreement.

19 15. AMENDMENT. This Agreement, including all Exhibits, shall not be
20 amended, nor any provision or breach waived, except in writing signed by the parties
21 which expressly refers to this Agreement.

22 16. LAW.

23 A. This Agreement shall be governed by and construed pursuant
24 to the laws of the State of California (except those provisions of California law
25 pertaining to conflicts of laws). Vendor shall comply with all laws, ordinances,
26 rules and regulations of and obtain all permits, licenses and certificates required
27 by all federal, state and local governmental authorities. Jurisdiction of any
28 litigation arising from the Agreement will be in Los Angeles County, California.

1 B. If any part of this Agreement is found to be in conflict with
2 applicable laws, that part will be inoperative, null and void insofar as it is in conflict
3 with any applicable laws, but the remainder of the Agreement will remain in full
4 force and effect.

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

8 18. INDEMNITY. Vendor shall, with respect to services performed in
9 connection with this Agreement, indemnify and hold harmless City, its Boards,
10 Commissions, and their officials, employees and agents (collectively in this Section,
11 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
12 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
13 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
14 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
15 Vendor, its officers, employees, agents, sub-Vendors or anyone under Vendor's control
16 (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or
17 willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in
18 any way to workers' compensation. Independent of the duty to indemnify and as a free-
19 standing duty on the part of Vendor, Vendor shall defend City and shall continue this
20 defense until the Claim is resolved, whether by settlement, judgment or otherwise. No
21 finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall
22 be required for the duty to defend to arise. Vendor shall notify City of any Claim within
23 ten (10) days. Likewise, City shall notify Vendor of any Claim, shall tender the defense of
24 the Claim to Vendor, and shall assist Vendor at Vendor's sole expense, as may be
25 reasonably requested, in the defense.

26 19. FORCE MAJEURE. If any party fails to perform its obligations
27 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
28 labor or materials or reasonable substitutes for labor materials, governmental restrictions,

1 governmental regulations, governmental controls, judicial orders, enemy or hostile
2 governmental action, civil commotion, fire or other casualty, or other causes beyond the
3 reasonable control of the party obligated to perform, then that party's performance will be
4 excused for a period equal to the period of such cause for failure to perform.

5 20. AMBIGUITY. In the event of any conflict or ambiguity between this
6 Agreement and any Exhibit, the provisions of this Agreement shall govern.

7 21. COSTS. If there is any legal proceeding between the parties to
8 enforce or interpret this Agreement or to protect or establish any rights or remedies under
9 it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

10 22. NONDISCRIMINATION.

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

21 B. It is the policy of City to encourage the participation of
22 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
23 procurement process, and Vendor agrees to use its best efforts to carry out this
24 policy in its use of sub-Vendors and contractors to the fullest extent consistent with
25 the efficient performance of this Agreement. Vendor may rely on written
26 representations by sub-Vendors and contractors regarding their status. City's
27 policy is attached as Exhibit "D" to this Agreement. Vendor shall report to City in
28 May and in December or, in the case of short-term agreements, prior to invoicing

1 for final payment, the names of all sub-Vendors and contractors hired by Vendor
2 for this Project and information on whether or not they are a Disadvantaged,
3 Minority or Women-Owned Business Enterprise, as defined in Section 8 of the
4 Small Business Act (15 U.S.C. Sec. 637).

5 23. NOTICES. Any notice or approval required by this Agreement shall
6 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
7 postage prepaid, addressed to Vendor at the address first stated above, and to City at
8 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
9 copy to the City Clerk at the same address. Notice of change of address shall be given in
10 the same manner as stated for other notices. Notice shall be deemed given on the date
11 deposited in the mail or on the date personal delivery is made, whichever occurs first.

12 24. WAIVER. The acceptance of any services or the payment of any
13 money by City shall not operate as a waiver of any provision of this Agreement or of any
14 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
15 Agreement shall not constitute a waiver of any other or subsequent breach of this
16 Agreement.

17 25. CONTINUATION. Termination or expiration of this Agreement shall
18 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
19 18, 21 and 28 prior to termination or expiration of this Agreement.

20 26. TAX REPORTING. As required by federal and state law, City is
21 obligated to and will report the payment of compensation to Vendor on Form 1099-Misc.
22 Vendor shall be solely responsible for payment of all federal and state taxes resulting
23 from payments under this Agreement. Vendor's Employer Identification Number is [REDACTED]
24 [REDACTED] If Vendor has a Social Security Number rather than an Employer Identification
25 Number, then Vendor shall submit that Social Security Number in writing to City's
26 Accounts Payable, Department of Financial Management. Vendor acknowledges and
27 agrees that City has no obligation to pay Vendor until Vendor provides one of these
28 numbers.

1 27. ADVERTISING. Vendor shall not use the name of City, its officials
2 or employees in any advertising or solicitation for business or as a reference, without the
3 prior approval of the City Manager or designee.

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

8 29. THIRD PARTY BENEFICIARY. This Agreement is not intended or
9 designed to or entered for the purpose of creating any benefit or right for any person or
10 entity of any kind that is not a party to this Agreement.

11 30. INTERPRETATION. The terms of this Agreement should be
12 construed in accordance with the meaning of the language used and should not be
13 construed for or against either party by reason of the authorship of this Agreement or any
14 other rule of construction that might otherwise apply.

15 31. VENDOR'S AUTHORITY TO EXECUTE. The persons executing
16 this Agreement on behalf of the Vendor warrant that (1) the Vendor is duly organized and
17 existing; (2) they are duly authorized to execute this Agreement on behalf of the Vendor;
18 (3) by so executing this Agreement, the Vendor is formally bound to the provisions of this
19 Agreement; and (4) the entering into this Agreement does not violate any provision of any
20 other Agreement to which the Vendor is bound.

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

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4 EXPERTOW, INC., a California
5 corporation

6 October 3, 2008

By [Signature]
President/CEO

James E. Kinyer

Type or Print Name

7
8 October 3, 2008

By [Signature]
Secretary

Dawn Chinger

Type or Print Name

11 "Vendor"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 Nov. 7, 2008

By [Signature] Assistant City Manager

City Manager EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 "City"

17 This Agreement is approved as to form on October 31, 2008.

18 ROBERT E. SHANNON, City Attorney

19 By [Signature]
20 Deputy

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT “A-1”

Request for Proposal
For
Towing Services
RFP NO. PW08-006



Proposals Due

May 8, 2008 @ 11:00 A.M.

**Purchasing Division
City of Long Beach
333 W. Ocean Blvd., Lobby Level
Long Beach, CA 90802**

**RFP to Furnish Vehicle Services
for the City of Long Beach Towing Operations on an "As Needed Basis"**

RFP SUBMITTAL INFORMATION

PLACE: CITY OF LONG BEACH
Purchasing Division
333 W. Ocean Blvd.
Long Beach, CA 90808

DEADLINE: 11:00 AM

DATE: MAY 8, 2008

PRE PROPOSAL INFORMATION MEETING – NOT MANDATORY

Time: 1:00 PM to 4:00 PM
Date: April 24, 2008
Location: City of Long Beach
Purchasing Division
6th Floor Large Conference Room
333 W. Ocean Blvd. Long Beach, CA 90802
Contact: Michelle King (562) 570-6020

This information meeting is intended to answer any questions regarding the RFP. The City recommends you completely review the entire RFP, including all attachments, prior to the meeting. The City will assist in answering questions you may have.

Any subsequent questions regarding this Request for Proposal should be made in writing and directed to:

Erik Sund, Purchasing Agent
Purchasing Division
562-570-6663

or

Larry McNerney, Supervisor
Towing Operations
562-570-2841

The **ORIGINAL, PLUS TWO (2) COPIES** of the Proposer's response, including all RFP documents as listed below must be submitted in a sealed envelope and marked with the RFP number and title.

SUBMISSION REQUIREMENTS

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

All responses must include the following components:

1. Proposer's Response. Attachment 1, You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
 - a. Brief description of the history and organization of the proposer's firm.
 - b. A general description of the techniques approaches and methods to be used in providing service.
 - c. Copies of business licenses, professional certifications or other credentials, together with evidence that proposer, if a corporation, is in good standing and qualified to conduct business in California.
2. Proposer's Affidavit
3. Proposer's Confidential Financial Statement
4. Declaration of Acceptance
5. Pricing Sheets Attachment 2, pages 1-4. You must submit your response on the forms provided.
6. Forms, Attachment 3, 4 and 5
7. Sample Agreement, Attachment 6

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered.

**PROPOSALS MAY BE MAILED OR HAND DELIVERED ON OR
BEFORE MAY 8 2008, 11:00 A.M.
NO FAXED or LATE PROPOSALS WILL BE ACCEPTED.**

Please note: Proposals will not be "opened" in a public meeting, as this RFP process contemplates evaluation and review by staff of Proposers' services.

DEFINITIONS

The following meanings are attached to the following defined words when used in this RFP. The word "City" means the City of Long Beach, California. "Proposal" means the response submitted hereunder. The word "Proposer" means the person, firm, or corporation submitting a Proposal hereunder. The word "contract "or "agreement"" means the contractual agreement between the Proposer and the City for the purchase of goods and/or services.

RFP FORM

The RFP response must be made on the form provided for that purpose. Additional pages may be used if necessary, enclosed in a sealed envelope, and marked "RFP for Vehicle Towing Services for the City of Long Beach, RFP No. PW08-006" and addressed to the Purchasing Division, City of Long Beach, 333 W. Ocean Blvd., Long Beach, CA 90808. If the Proposal is made by an individual, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic Proposal will be considered.

Blank spaces in the Proposal form must be filled in using ink, indelible pencil, or typewriter and the text of the RFP form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a RFP may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the RFP form over the signature of the Proposer.

GENERAL PROPOSAL CONDITIONS

1. All costs of Proposal preparation shall be borne by the Proposer. The City shall not, in any event, be liable for any expenses incurred by the Proposer in the preparation and/or submission of the Proposal, nor shall any such costs be submitted as part of the budget in the Proposal.
2. The Proposal shall include the Proposer's best terms and conditions. Submission of the Proposal shall constitute a firm and fixed request to the City that will remain open and valid for a minimum of ninety (90) days from the Proposal submission deadline.
3. All proposals and other materials submitted in response to this RFP become the property of the City of Long Beach. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. The proposals and associated materials shall be open for review by the public to the extent allowed by the California Public Records Act (California Government Code section 6250 et seq.) upon the final award of the contract by all authorized parties. By submitting a proposal, the Proposer acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection. Proposer must identify all copyrighted material, trade secrets or other proprietary information that the Proposer claims are exempt from the California

Public Records Act. In the event a Proposer claims such an exemption, the Proposal must state:

"(Name of Proposer) will indemnify the City and hold it and its officers, employees and agents harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore."

Failure to include such a statement shall constitute a waiver of the company's right to exemption from disclosure.

4. The City reserves the right to extend the submission deadline should such actions be in the best interest of the City. The Proposer has the right to revise his/her Proposal in the event the deadline is extended.
5. The City reserves the right to withdraw this RFP at any time without prior notice. The City makes no representation that the contract will be awarded to any Proposer responding to this Request for Proposals. The City reserves the right to reject any or all submissions.
6. In case of a "failed competition," the City does not receive any Proposals or any qualified Proposal/s, the City reserves the right to re-release an RFP or sole-source contract with a vendor.
7. The City reserves the right to waive minor defects in the Proposal in accordance with the City Charter and Codes.
8. No changes or additions may be made by the Proposer after the deadline for receipt of Proposals. The City reserves the right to ask for additional information or documentation, as it deems necessary.
9. The City reserves the right to verify the information in the proposal.
10. If a Proposer knowingly and willfully submits false performance or other data, the City reserves the right to reject that Proposal. If it is determined that a contract was awarded as a result of false performance or other data submitted in response to this RFP, the City reserves the right to terminate the contract.
11. A Proposer may not be recommended for funding, regardless of the merits of the proposal submitted, if it has a history of contract non-compliance with the City or any other funding source, or currently disputed or disallowed costs with the City or any other funding source.
12. Attachment 6 consists of the anticipated pro-forma contract. Each Proposer is expected to review the general terms and conditions and acknowledge their acceptance of Appendix B in their cover letter as a means of expediting the contract negotiation process. The City reserves the right to further clarify the terms and conditions. The intent of the City is to enter into an agreement with the selected Proposer as soon as possible after the City Council has approved the selected Proposer

13. The City reserves the right to fund all or portions of a Proposer's Proposal and/or require that one Proposer collaborate with another.
14. Proposals may be withdrawn personally, by written request, or by telegram prior to the scheduled closing time for receipt of Proposals.
15. The City reserves the right to revise or amend this RFP prior to the due date set for RFPs. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable Proposers to respond, the City may postpone the due date accordingly. In such case, the addendum will include an announcement of the new due date. All addenda must be attached to the Proposal. Failure to attach any addendum may render the Proposal non-responsive and cause it to be rejected.
16. The City of Long Beach reserves the right to reject any and all Proposals received, to take all Proposals under advisement for a period not to exceed ninety (90) days after the date Proposals are due, and to be the sole judge of the relative merits of the material and or service mentioned in the respective Proposals received. The City reserves the right to reject any Proposal not accompanied with all data or information required.

AFFIDAVIT

An affidavit form is enclosed. It must be completed signifying that the Proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the Proposal, that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham Proposal or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer. Any Proposal submitted without an affidavit or in violation of this requirement will be rejected.

EVALUATION PROCESS AND CRITERIA

1. Pre-evaluation – Proposals will be eliminated if they fail to comply with minimum Proposal requirements, including but not limited to late submission, failure of an authorized Proposer to sign the Proposal, and failure to provide adequate information to permit evaluation.
2. Evaluation – Review of Proposal by City staff to determine Proposal that best meets City's needs, as indicated by Proposer's experience and performance record in delivering similar services to cities and public agencies, understanding of the technical requirements of the RFP, facilities, qualifications, background, financial capacity, service delivery and cost.
3. Contract Award - City staff will recommend one or more Proposer(s) for award of a contract, subject to City Council approval. All Proposers will be notified of the City's decision. Please note that Proposals will not be "opened" in a public meeting, as this RFP process contemplates evaluation and review by staff of Proposers' services.

The ability, capability, experience, performance record, facilities, skill of the Proposer to perform the contract in accordance with this RFP and previous and existing compliance by the Proposer with laws and ordinances relating to the contract will all be considered in the award of contract.

REJECTION OF PROPOSALS

The City of Long Beach reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirements of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with RFP requirements. Immaterial deviations may cause RFP to be rejected. The City may or may not waive an immaterial deviation or defect in a proposal. The City's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a proposer from full compliance with the RFP requirements.

INTRODUCTION

The following technical requirements describe vehicle towing and storage services for the City of Long Beach Police Department on an "as needed" basis. This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Long Beach will govern.

SCOPE OF SERVICE

The Proposer will perform the vehicle towing and storage services as directed by the City Manager or the Police Chief of the City of Long Beach or their designees. Services as provided in this RFP must comply with all City and State laws and ordinances that regulate tow units and the impound, towing, storage, selling or junking of vehicles. Nothing contained in this RFP will deprive the owner or operator of a vehicle from requesting and receiving towing service from a person other than the Proposer.

The agreement is personal to the Proposer and so must not be assigned or transferred in whole or in part, interest in the agreement or subcontract all or any part of the services to be performed by the provisions of the agreement without the written prior approval of the City.

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.

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.

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 Proposer's company

design/logo and the operator's name. Tow truck operators will be required to maintain acceptable standards of dress and cleanliness while in the field.

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, the Proposer 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.

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.

PERFORMANCE

The Proposer must perform the services in accordance with the provisions of this RFP in a professional, ethical, courteous, and orderly manner as a best effort to obtain and keep the confidence of the community.

The Proposer must not engage in any exclusive referral for compensation ("capping") activities with any individual or company during the tenure of this contract. The Proposer 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".

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.

ERRORS AND OMISSIONS

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

PERMITS AND LICENSES

The Proposer 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.

PROPOSER'S EXAMINATION OF REQUIREMENTS

The Proposer is required to examine carefully the streets of the City, the instructions, information and requirements of this RFP document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed, materials and vehicles to be furnished, and garage and storage facilities required by this RFP document. Submission of a Proposal will be considered prima facie evidence that the Proposer has made such examination.

THE CONTRACT AGREEMENT

The Proposer to whom the award is made will be required to enter into a written contract with the City of Long Beach in the form attached (Attachment 6). A copy of this RFP and the Proposer's accepted Proposal will be attached to and become a part of the contract. All services supplied by the Proposer will conform to the applicable requirements of the City Charter, City Ordinances, and State or Federal Law covering Labor and Wages, as well as conforming to the requirements contained herein. In case of default by the Proposer, the City reserves the right to procure the articles or services from other sources and to hold the Proposer responsible for any excess cost incurred by the City hereby.

The contract term will be approximately twelve (12) months after date of award or after the expiration of the current contract, whichever is earlier. This Contract may be extended by mutual agreement of the parties for up to two (2) additional periods of one (1) year each in accordance with the terms and conditions stated herein.

If the City intends to renew the Contract, the City shall so notify the Proposer ninety (90) days prior to the expiration date. The Proposer shall be required to submit any proposed price increases to the City Purchasing Agent for approval at least sixty (60) days prior to expiration of the Contract. Said notice shall show any proposed new terms or prices. The City reserves the right to accept or reject any price increase or new terms, and to cancel the renewal notice if price increases and/or new terms are not acceptable.

RESPONSE FOR SERVICE

The Proposer shall respond to a minimum of eighty percent (80%) of all standard requests for service, and a minimum of eighty percent (80%) of all flatbed requests for service, over any given monthly billing period.

It shall be the Proposer's responsibility to perform as follows:

- a) Tow vehicles as requested by the City of Long Beach Police Department Tow 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.
- b) Remove debris resulting from accidents. Debris does not include personal property of the owner or operator of the vehicle.
- c) 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.
- d) 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 all 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.

- e) Additional labor fees, and their justification, shall be listed on the FTS Report.
- f) Advise the Fleet Tow Dispatcher if any valuable personal property has been observed and left in the towed vehicle.
- g) Physically verify the vehicle identification number on the towed vehicle and note any discrepancies on the FTS Report.
- h) Clear the location specified in the originating dispatch sufficiently to restore normal traffic movement. In the event that the Proposer 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 Proposer at the site specified in any tow request shall be towed at the earliest opportunity after the Proposer has complied with the above provisions for restoring traffic movements at all specified locations.
- i) If the vehicle to be towed was involved in any damage to City property, such as a knock down of a traffic sign, the Proposer shall notify the Fleet Tow Dispatcher from the scene of the accident.
- j) Write the Fleet Tow Invoice number and the date of tow on the front and rear windows of the towed vehicle, in numbers at least four inches (4") high in a legible manner (excluding plastic windows).
- k) Transport all towed vehicles directly to the City of Long Beach Police Impound Yard located at 3111 E. Willow St. or to the location designated by the Impounding Officer or Agent of the City of Long Beach requesting towing service or the vehicle owner.
- l) Tow vehicles that do not have any wheels.
- m) Ensure that the towing driver/operators shall not interfere with an Impounding Officer's decision to impound or release a vehicle.
- n) Notify Fleet Tow Dispatch when a tow truck arrives on the scene of a requested response for tow service.
- o) Communicate directly, and at all times, with Fleet Tow Dispatch when providing tow services for the City.
- p) Ensure that the Proposer's tow truck operators/drivers possess the skills, knowledge, abilities, and experience to perform all types of tow requests and vehicle recoveries.
- q) Ensure that the tow truck operators/drivers dress in a company uniform identifying the Proposer and the Proposer's tow truck operator/driver's first name. A picture identification badge may be used in lieu of a company uniform for temporary purposes only.

SERVICE CAPACITY – Light Duty Towing

The City intends to award Citywide "Primary Contract(s)" and to award Citywide "Secondary Back Up Contract(s)" for Light/Medium Duty Towing Services.

- a) **Response Times** - The Proposer's response to calls for light duty tow service from the City's Fleet Tow Dispatch Office shall not exceed twenty (20) minutes

from the time the Proposer receives the request from Fleet Towing Dispatch to the time the tow vehicle arrives at the requested service location. Said twenty (20) minute average response time shall be computed based upon twenty-five (25) sequential calls for service. Said average must be maintained throughout the Contract term. The average response time calculated by the City's Fleet Towing Operations shall be the official average response time for the Proposer.

After receipt of a request to respond, except as provided below, the response time for arrival will not exceed twenty (20) minutes.

The Proposer must record pertinent time and distance on each tow unit dispatched in a manner approved by the City of Long Beach Towing Operations.

The Proposer must notify the City of Long Beach Towing Operations when a tow unit cannot respond immediately and must give the reason and an estimated time of arrival.

If the Proposer 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 call another tow service.

The Proposer shall respond to a minimum of eighty percent (80%) of all standard requests for service over any given monthly billing period.

- b) **Service Times** - The Proposer shall contact Fleet Tow Dispatch to report 10-97 and 10-15 times for each tow request.
- c) **Rotation** - The Primary Proposers shall be dispatched by rotation to respond to requests for towing services. If both Primary Proposers are unable to respond to a call within the required twenty (20) minutes, the Secondary Back Up Proposers 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).

SERVICE CAPACITY – Medium & Heavy Duty Towing

The City intends to award Citywide "Primary Contract(s)" and to award Citywide "Secondary Back Up Contract(s)" for Heavy Duty Towing Services.

- a) **Response Times** - The Proposer's response to calls for light duty tow service from the City's Fleet Tow Dispatch Office shall not exceed thirty (30) minutes from the time the Proposer receives the request from Fleet Towing Dispatch to the time the tow vehicle arrives at the requested service location. Said thirty (30) minute average response time shall be computed based upon twenty-five (25) sequential calls for service. Said average must be maintained throughout the Contract term. The average response time calculated by the City's Fleet Towing Operations shall be the official average response time for the Proposer.

After receipt of a request to respond, except as provided below, the response time for arrival will not exceed thirty (30) minutes.

The Proposer must record pertinent time and distance on each tow unit dispatched in a manner approved by the City of Long Beach Towing Operations.

The Proposer must notify the City of Long Beach Towing Operations when a tow unit cannot respond immediately and must give the reason and an estimated time of arrival.

If the Proposer 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 call another tow service.

The Proposer shall respond to a minimum of eighty percent (80%) of all standard requests for service over any given monthly billing period.

- b) **Service Times** - The Proposer shall contact the Fleet Tow Dispatch Center to report 10-97 and 10-19 times for each tow request.
- c) **Rotation** - The Primary Proposers for heavy and medium tow requests shall be dispatched by rotation to respond to requests for towing services. If both primary Proposers are unable to respond to a call within the required thirty (30) minutes, the City reserves the right to obtain services from another tow company as needed to provide required service. Tows may be distributed out of sequence based on equipment needs and truck capacity.
- d) **Large Vehicle Storage** - Each heavy duty Proposer shall have a facility available to store up to four (4) sixty-foot (60') units monthly for heavy duty towing only. The Proposer for heavy duty towing and storage shall provide a sufficient level of security to safeguard and protect vehicles against burglary, theft, vandalism and disclosure of confidential information while in its possession. The facility must be fenced and secure with twenty-four (24) hour security monitoring, twenty-four (24) hour guard service, or both.

It will be the duty of the Proposer that may provide impound and storage service for heavy duty vehicles as directed by the City.

The Proposer will be solely responsible for all vehicles stored or impounded on owner's premises pursuant to the provisions of these specifications, together with all accessories and equipment and all personal property.

It will be the Proposer's duty to protect such stored vehicles, accessories, equipment and property against all loss or damage by fire, theft or other causes.

Vehicles stored should be systematically spaced to provide easy access and spacing should be adequate to preclude the probability of damage.

In the event of loss or damage to a stored vehicle, its accessories, or personal property contained therein, the Proposer must make reasonable restitution to owner of such property for all losses or damage for which the Proposer is legally liable.

The Proposer has the responsibility of safeguarding all articles left in impounded vehicles.

All property left in vehicles must be listed on the Fleet Tow Storage Report by the Proposer making the impound.

Any article removed for any reason must be properly identified and accounted for.

Personal property in vehicles stored by the Proposer must not be disposed of to defray any charges for towing or storage of the vehicle. If personal property stored within the vehicle is not recovered by the owner or legal representative, it must be disposed of in accordance with the California Civil Code requirements.

TOWING EQUIPMENT

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

- a) **Inspections** - The City will inspect all equipment prior to award of the Contract.
- b) **Minimum Requirements** - All Proposers 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.
- c) **Failure to Provide Proof** - Failure to provide proof of the minimum equipment and personnel requirements will disqualify your Bid.

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

PRIMARY PROPOSER - Light Duty Tows

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

- a) **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
- b) **Flat Beds** - Three (3) "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.

SECONDARY PROPOSER - Light Duty Tows

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

- a) **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**
- b) **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.

EQUIPMENT REQUIREMENTS - Light Duty Wheel Lift - (Vehicles Under 9,000 lbs.)

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

- a) A single or double winch boom rated at 4,000 lbs. extended and 16,000 lbs. retracted.
- b) A single or double winch system rated at 8,000 lbs per inch.
- c) 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.
- d) 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.
- e) A tow dolly for towing vehicles where the use of such a device is necessary to avoid damage to the vehicle.

EQUIPMENT REQUIREMENTS - Light Duty Flat Bed Tows - (Vehicles Under 9,000 lbs.)

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

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:

- a) 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.
- b) Flatbed tow trucks shall not be required to carry dollies.
- c) Flatbed tow trucks may be approved to transport more than one (1) vehicle if equipped with wheel-lift equipment having proper manufactured weight ratings.

EQUIPMENT REQUIREMENTS - Medium Duty Tows (Vehicles 9,001 lbs. To 26,000 lbs.)

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

All medium duty tow trucks shall be equipped the same as light duty tow trucks, with the following exceptions:

- a) A single or double winch boom rated at 6,000 lbs. extended and 20,000 lbs. retracted.
- b) Single or double winch system rated at 10,000 lbs. per winch.
- c) 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.

EQUIPMENT REQUIREMENTS - Heavy Duty Tows (Vehicles 26,001 lbs. and over)

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

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

ADDITIONAL EQUIPMENT – Heavy Contract

The Proposer shall have available for use the following miscellaneous equipment at the scene:

- a) Forklift(s)
- b) Fruehauf, Spen, or approved equal, conversion gear.
- c) Gas Welding Unit
- d) Lowboy
- e) Tire Service
- f) Air Cushion Recovery Service
- g) Appropriate tools and equipment for removing and replacing a driveline when required to prevent transmission damage to a towed vehicle.

ADDITIONAL REQUIRED EQUIPMENT

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

- a) Thomas Brothers Map Guide Book, 2007 edition or newer, or equivalent.
- b) Four-way emergency flashing system.
- c) Light Bar, amber lights only.
- d) Rear facing work lights directed to illuminate the area of the tow scene under low visibility conditions.
- e) Portable auxiliary brake lights, emergency flasher, turn signal, and taillight with protective pads/covers on the bottom, for use on towed vehicles.
- f) 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.
- g) Fire extinguisher with an Underwriter's Laboratory rating of at least 5B.
- h) Broom, shovel, container for accident debris of 10 lbs. of grease
- i) Fluid-absorbent material, and any other equipment necessary to clean up an accident scene in accordance with state and local law.
- j) At least six (6) flares or other emergency reflective devices.

- k) Interchangeable trailer ball hitches sizes 1 7/8", 2", and 2 5/16".
- l) Tools and equipment for providing minor repairs.
- m) Tire changing equipment, including a tire wrench and vehicle jacks.
- n) Jumper cables.
- o) Go-Jack style vehicle lift dollies for recovery purposes.
- p) Two-way radio equipment or cellular telephone for communicating with the Proposer's and Fleet Tow Dispatcher at all times. Such equipment shall be approved and licensed in accordance with federal law.
- q) Any other equipment required by state and federal law for the safe operation of a tow truck.

INSPECTION, REPAIR & MAINTAINENCE

Tow trucks used in the performance of this Contract shall display evidence of having passed a semi-annual safety inspection. The City of Long Beach Fleet Services Maintenance Division, 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 Proposer by means of a lease. 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 "Firm Name" on the first page of the bid.
- 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 bid.
- 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.

BACKGROUND EXAMINATIONS

No contract will be implemented unless, and until the Garage Owner has been fingerprinted and photographed by the Police Department of the City of Long Beach. If the Proposer is a partnership or joint venture, all the general partners must be so fingerprinted and photographed. If the Proposer 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 fees (Currently, \$44.00 for live scan and \$150.00 per person for a two-year renewable permit) as established by City Council resolution. Each first-time applicant 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:

- a) 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).
- b) 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.
- c) Within the past seven (7) years, the applicant has not 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.
- d) 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.
- e) 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:
 - i) Five (5) traffic infractions or,
 - ii) Five (5) serious traffic violations, or
 - iii) Five (5) motor vehicle accidents which are required to be reported to the DMV, or
 - iv) Greater than five (5) of any combination of infractions, serious traffic violations or motor vehicle accidents, as defined above.

BACKGROUND APPOINTMENT SCHEDULING

The Proposer 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 Proposer may incur a billing deduction when any driver fails to arrive on time and/or is not adequately prepared.

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

All drivers performing services on behalf of the Proposer must obtain and thereafter maintain at all times a valid "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 Proposer whose driver arrives at a call for service without the required Permit Identification Card may incur a billing deduction.

SUPPLEMENTAL INSURANCE REQUIREMENTS

The insurance provisions in the Contract-General Conditions shall be supplemented with the following:

- a) Garage Keepers Liability in the amount of \$100,000.
- b) Towing services, pursuant to section 5.82.020 of the Long Beach Municipal Code and to "maintain insurance to protect the public against loss or damage in an amount as determined by the [Police Chief]..." (Section 5.82.120(M) LBMC).
- c) Commercial automobile liability insurance equivalent in scope to ISO CA 00 01 06 92 covering Symbol 1 in an amount not less than \$500,000 combined single limit with at least \$50,000 of on-hook coverage,
- d) If impounding and storage of vehicles is included in the firm's services in addition to towing, garage liability or commercial general liability insurance in an amount not less than \$1,000,000 per occurrence with at least \$100,000 of garage keeper's liability coverage.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

At all times during the Contract term, the Proposer 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.

SERVICE HOURS

The Proposer 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 Proposer shall have an English-speaking dispatcher 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.

BUSINESS LICENSE

The Proposer shall obtain a City of Long Beach business license before beginning work under the Contract and such business license shall remain valid throughout the term of the Contract.

REQUIRED TOW PROPOSER SERVICES

The Proposer shall provide towing services as described by this Contract when requested to do so by the Fleet Tow Dispatcher. The Proposer recognizes and agrees that strict adherence to all terms and conditions of this Contract, the rules and directives of the Contract Administrators (Towing Supervisor or Superintendent), the City and its agencies, and laws of the county, state and federal governments, is material to the performance of this Contract, lies in the public interest, and is of the utmost importance to all agencies affected by the Contract.

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, the Proposer 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.

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.

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.

The Proposer 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.

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

Except as provided in this RFP, the Proposer 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.

The Proposer must not remove any abandoned vehicle without first being instructed to do so by an authorized officer.

During the tenure of this contract, the Proposer 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".

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.

INSPECTION

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

MAINTENANCE OF FACILITIES

Throughout the term of this agreement, the Proposer must maintain in a neat and clean manner and in good condition, the property and improvements thereon, and all vehicles, facilities, equipment and materials required by the provisions of these specifications.

It will be the duty of the Proposer when so directed by the City, to provide prompt tow services for vehicles taken into custody by the Police Department either because of an accident or disabled by other causes; or abandoned in public places or on private property; impounded for

evidence; impeding the flow of traffic, or which for any other reason are within the jurisdiction of the City. In each instance, the Proposer must remove from the street all debris resulting from said accident and to clean immediate area of such street, leaving the area in a "broom clean" condition.

The Proposer 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.

ABILITY TO PERFORM

Proposers must furnish evidence to the City that the Proposer has or can obtain no later than ten (10) working days past the due date of this RFP: (1) the towing equipment and storage yard and facilities reasonably necessary to perform the obligations set forth in these specifications and (2) title to or a lease on the land and improvements thereon reasonably necessary to perform the obligations set forth in these specifications.

OBSERVATION OF LAWS

The Proposer must keep fully informed of, and comply with all existing state and federal laws, and all ordinances and regulations of the City of Long Beach which in any manner affect Proposer or those engaged or employed by the Proposer in performing the service to be rendered by the Proposer pursuant to this agreement.

The Proposer must procure and obtain all permits and licenses, pay all charges and fees and give all notices required by City ordinance or other laws relating to the performance of services.

TOWING PROCEDURES

All tow requests shall be dispatched by the Fleet Tow Dispatcher, and all tows shall be performed in a safe and legal manner. The Proposer shall follow any instructions given by an officer or agent/employee of the Contract Administrator at the scene of the tow. While performing a recovery, the Proposer shall be responsible for the clean up of an accident scene, including the removal of all broken glass or debris dropped upon the highway from a wrecked or damaged vehicle.

POLICE HOLDS

Long Beach Police Department impounds with instructions to hold for fingerprints, investigation, evidence, or Vehicle Identification Number (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 is crucial; therefore, the Proposer and its employees shall not discuss a towing impound case with members of the public or with news agencies. If approached to provide information on a tow investigation by a citizen or news agency, the Proposer shall 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 570-2828. To protect the chain of evidence in a criminal investigation, all vehicles held for police investigation shall be delivered directly to the 3111 E. Willow St. PD Tow Impound Yard.

FLEET TOW STORAGE REPORT

The Proposer shall prepare a Fleet Tow Storage Report form (Attachment 3) 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 Proposer'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 Proposer invoices to qualify for payment.

PROPERTY REMOVAL

The Contract tow operator may remove property of value from a vehicle at his/her discretion and deliver such property to the Fleet Tow Dispatcher to protect such property from theft or loss.

SERVICE REQUEST TYPES

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

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

CANCELED TOW REQUESTS

- a) **Tows Gone On Arrival (GOA)** - If a tow request vehicle is gone when the Proposer arrives to perform a tow, the Proposer tow driver/operator shall immediately notify Fleet Tow Dispatch.
- b) **Cancelled Calls (1022's)** – A tow request may only be cancelled by the Fleet Tow Dispatcher or the Impounding Officer. The Proposer or its employees do not have the authorization to cancel calls for service.
- c) **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 Proposer, 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 shall be included in the bid price for completed tow requests.

24-HOUR DISPATCH

A dispatcher shall be on duty* at the Proposer's primary business location during regular business hours, except on City recognized holidays. The dispatch office shall have the ability to communicate directly and verbally with all tow drivers and Fleet Tow Dispatch twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including weekends and holidays.

***Note:** "On duty" shall mean available by telephone at the primary business location. After hours dispatchers shall maintain direct contact with all tow operators and the Fleet Tow dispatch.

DRIVERS LICENSE

All persons who drive tow trucks as employees of the Proposer 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.

STANDBY & RECOVERY PAY

By definition, standby and recovery pay are one in the same, and will begin at the time of the Fleet Tow request. Fleet Tow Dispatch must authorize all standby pay. The payment rate will be predicated by 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.

SERVICE COST ADJUSTMENTS

The time required to complete a standard tow request should not exceed one (1) hour. Any charges for additional tow trucks 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 Proposer 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.

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 attachment of tow equipment, but before the tow truck is in motion, he/she shall be informed of the his/her right to have the vehicle released upon payment of a Drop Fee, (one half of cost of the tow fee), which will be paid at that time to the Contract tow operator. If the attachment process is complete, and the tow truck is in motion, the owner or agent shall pay the full towing fee to the tow operator, but only with the approval of the impounding officer. The full amount of the drop fee shall be delivered to the Fleet Tow Dispatch. (Fee schedule will be provided after contract award).

MONTHLY EMPLOYEE & EQUIPMENT UPDATE REPORT

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

- a) The Proposer shall deliver to the Contract Administrator an Employee and Equipment Report (Attachment 5) listing all owners, part owners, partners, business associates, principal parties, officers, directors, agents, employees or any other persons associated with the Proposer's performance of the Contract. This information shall contain the full names, dates of birth, social security numbers, 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 Proposer shall indicate this by writing, "no changes this reporting period" on the Employee and Equipment Report.
- b) The Proposer 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.
- c) The Proposer shall inform the Contract Administrator, by the tenth (10th) day of the following month, of any vehicle accident involving a towing vehicle operated by the Proposer or the Proposer'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.
- d) The Proposer 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 Proposer'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.

FORBIDDEN ACTIVITIES

The following activities are forbidden:

- a) Driving "code" by operating overhead emergency lights while in route to or from a tow scene.
- b) Disobeying traffic control devices (traffic lights, stop signs, etc.).
- c) Monitoring police radio dispatches for gain or profit.

- d) Soliciting preferential dispatches to accident locations by payment: of any form or favor or gratuity to an agent of the Contract Administrator.
- e) Soliciting those at the scene of an accident or disabled vehicle for personal profit.
- f) Soliciting performance of repair work on a vehicle involved in an accident or breakdown in connection with providing towing service for such vehicle.
- g) 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.
- h) 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.
- i) Towing any vehicle that is occupied by any person, except as specifically directed by an impounding officer.
- j) Charging for services not performed, creating duplicate charges for the same service or charging any fee in excess of those permitted under the Contract.
- k) Causing damage to the persons or property of others while performing under the Contract.
- l) Making any false statements of material fact or omitting disclosure of material fact in the performance of this Contract.
- m) Possession of any firearm or illegal weapon during performance of this Contract.
- n) 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.
- o) 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.
- p) 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.
- q) 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.
- r) Operating any vehicle or other equipment in a careless, reckless or negligent manner, or operating a towing vehicle during the commission of a crime.
- s) 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.
- t) Requiring any vehicle owner/owner's agent to make any statement or sign any document relieving the Proposer from responsibility for the condition of the vehicle or its personal effects prior to the owner's/owner's agent's inspection of vehicle.
- u) Operating any towed vehicle, except as directed by a public safety officer or agent of Fleet Tow.
- v) Failing to pay all monies owed to the City by the end of the Proposer's employee's or agent's shift.
- w) 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.

AUTHORITY OF THE CONTRACT ADMINISTRATOR

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

- a) Determine if the Proposer is in compliance with the Contract, and shall hear and investigate complaints regarding the performance of the Proposer.
- b) Determine and apply appropriate remedies for violations of the Contract.
- c) Determine the terms and content of the Contract between the City of Long Beach and the Proposer.
- d) Inspect all equipment, facilities, and personnel for compliance with this Contract.
- e) 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.
- f) 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 Proposer 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.
- g) 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 proposer will be given a Notice of Corrective Action form (Attachment 6, page 2) 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.
- h) The Contract Administrator, as designee of the Fleet Services Bureau and the City of Long Beach, 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.
- i) The Contract Administrator acting with the City, reserves the right to renew this Contract taking into consideration the following criteria has been met.
 - i) Timely submission of all required monthly reports and billing summary
 - ii) Successful inspection of equipment and facilities
 - iii) Successful Certification of all Proposers employees
 - iv) Response for tow requirements of a minimum of 80% of calls

METHOD OF CORRECTIVE ACTION

The Proposer agrees that upon notification by the Contract Administrator that the Proposer 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 Proposer. Deductions will be made directly from the monthly billing summary total of the amount payable to the Proposer. A Proposer 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 Fleet 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 Proposer to recover a portion of City costs due to the failure of the Proposer to complete or comply with the provisions of the Contract.

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 Contractor will receive a "Notice of Corrective Action" form (attachment 4) listing the deductions that will be made by the City. The deductions agreed to, in advance, for non-performance of express conditions are as follows:

1	Insufficient staffing or tow trucks in service -	\$25.00 per occurrence without cause.
2	Failure to inform Fleet Dispatch of 10-97 time -	\$25.00 per occurrence without cause.
3	Improperly equipped truck -	\$25.00 per occurrence, per item, per truck.
4	Failure to mark invoice numbers on a vehicle -	\$25.00 per occurrence without cause.
5	Un-qualified staff or employees out of uniform -	\$25.00 per occurrence without cause.
6	Late call-in of information to Fleet Dispatch -	\$25.00 per occurrence without cause.
7	Missing/incorrect information on Tow Bill/V.C.R. -	\$25.00 per occurrence without cause.
8	Un-itemized billing -	\$25.00 per occurrence without cause.
9	Failure to submit a Fleet Tow Storage Report -	\$25.00 per occurrence without cause.
10	Failure to provide protection from weather -	\$25.00 per occurrence without cause.
11	Unprepared or late for a background investigation -	\$25.00 per occurrence without cause.
12	Late response (3) times within a 30-day period -	\$25.00 per occurrence without cause.
13	Failure to perform a vehicle recovery -	\$50.00 per occurrence without cause.
14	Failure to clean up at accident scene -	\$50.00 per occurrence without cause.
15	Failure to relay Police Hold Information -	\$50.00 per occurrence without cause.
16	Damage to reputation, quality of service -	\$50.00 per occurrence without cause.

LATE RESPONSE

Should any combination of the above violations of the Contract provisions occur three (3) times within a thirty (30) day period, the City may terminate the Primary Proposer and subsequently upgrade the Secondary Proposer to Primary Proposer status.

CONTRACT TERMINATION

The City, acting through the Contract Administrator, may terminate this Contract when there is reason to believe the Proposer has breached the Contract, or violated the rules and directives, terms and conditions of the Contract, or for violations of any City, State or Federal laws. Grounds for such termination include, but are not limited to, the following:

- a) Failure to safeguard impounded vehicles or their contents properly.
- b) Failure to replace substandard, unauthorized, or dangerous equipment.
- c) Failure to maintain any equipment required under this Contract.
- d) Failure to pay collected fees to the Fleet Tow Dispatcher by the end of shift.
- e) Failure to report allegations of any crime by the Proposer, or any owner, part owner, partner, business associate, principal party, officer, or director.
- f) Failure to respond to 80% of standard contract tow requests or 80% of flatbed tow requests received in a calendar month.
- g) The need to take prompt action to safeguard the interests of the City and its citizens requires the Proposer to agree that neither the City nor any of its agencies, employees, officers, agents, or the Contract Administrator shall be liable for any summary suspension or for any damages incurred by the Proposer as a result thereof.

PERFORMANCE

The Proposer 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.

PRE-TRIP INSPECTION

Each tow operator shall complete a daily pre-trip equipment and vehicle inspection form at the beginning and end of his/her shift. Records of inspections shall be provided upon request of the Contract Administrator.

INFRINGEMENT

All Proposers will refrain from recommending or promoting their tow business or other business services when performing tow requests for the City and its agents. All Fleet Tow dispatched requests for tow service will result in the towed vehicle being stored at the City of Long Beach Police Impound Yard, located at 3111 E. Willow Street. Exceptions to the delivery of tows to the impound yard are tow requests from vehicle owners to deliver a disabled vehicle to a residence or repair facility, at which point the appropriate Fleet Tow rate is applied. This fee is currently charged at one hundred ten dollars (\$110.00), and must be collected and delivered to Fleet Tow Dispatcher by the end of the Contract tow truck operator/driver's shift. The act of soliciting

and/or recommending a business or service for personal financial gain or when acting as an agent for a body shop, repair shop, or legal service is strictly forbidden.

FIELD RELEASE

When the Proposer 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 Proposer shall collect the appropriate fees in accordance with City of Long Beach/Towing Operations posted fee schedule. The Proposer 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.

PAYMENT REQUIREMENTS

The Proposer shall submit, upon completion of each tow service, an invoice and a Fleet Tow Storage Report describing the following: vehicle license plate, vehicle identification number (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. The cost of the tow shall be indicated as a per hour of measurement. Any request for service exceeding one (1) hour shall include a written explanation to justify the extended service time.

BILLING

The Proposer shall submit an original plus one (1) copy of a Monthly Summary Invoice, which shall be on the Proposer's business stationery, by the tenth (10th) working day of each calendar month for tows completed during the previous month. It shall list the Proposer'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 individual invoices shall also be submitted with 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.

CHARGES

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

- a. The towing charge will be for each tow truck per call:
- b. The towing charge must include services of the driver of the tow truck and any other required personnel.
- c. The towing charge must include cleaning up and clearing of the accident site.

DISPUTES

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

DAMAGE CLAIMS

The Proposer will be liable for all damage resulting from the removal and transport of any vehicle during transport and entrusted to the Proposer. 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.

DAMAGE TO REAL PROPERTY

The Proposer 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 Proposer shall make every effort to limit damage to real property and shall be responsible for damage caused by negligent recovery procedures.

RECORDS

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

The record system must be adequate to enable Proposer to locate and/or provide a written report of storage or 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 Proposer 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.

Proposer 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 to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Proposer 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.

Proposer 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. Proposer agrees to allow interviews of any employees or others who might reasonably have information related to such records. Should proposer cease to exist as legal entity, the proposer'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.

PROPOSER'S RESPONSE

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE YOUR Proposal.

In accordance with your "Request for Proposal", the following Proposal is submitted to the City of Long Beach.

PROPOSAL SUBMITTED BY:

Name of Company

Address

City/State/Zip Code

Printed Name/Title

Telephone Number/Fax Number

FORM OF BUSINESS ORGANIZATION:

Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____

Other: _____

BUSINESS HISTORY:

How long have you been in business under your current name and form of business organization? _____ years

If less than two (2) years and your company was in business under a different name, what was that name?

PROPOSER'S RESPONSE

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE YOUR Proposal.

In accordance with your "Request for Proposal", the following Proposal is submitted to the City of Long Beach.

PROPOSAL SUBMITTED BY:

Expertow Inc.

Name of Company

8341 Monroe Ave.

Address

Stanton CA 90680

City/State/Zip Code

James E Kruger President/CEO

Printed Name/Title

714-224-1360 Phone 714-224-1454 Fax

Telephone Number/Fax Number

FORM OF BUSINESS ORGANIZATION:

Please indicate the following (check one);

Corporation xxx Partnership _____ Sole Proprietorship _____

Other: _____

BUSINESS HISTORY:

How long have you been in business under your current name and form of business organization? 6 years (Refer Attached)

If less than two (2) years and your company was in business under a different name, what was that name?

N/A

CONTACT FOR ADDITIONAL INFORMATION:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number

REFERENCES:

Please supply the names of companies/agencies for which you have recently provided similar services as requested in this RFP.

1.

Name of Company/Agency Address Contact Person/Telephone #

Years of Business _____ How many tows per month

2.

Name of Company/Agency Address Person to contact/Telephone #

Years of Business _____ How many tows per month

3.

Name of Company/Agency Address Person to contact/Telephone #

Years of Business _____ How many tows per month

CONTACT FOR ADDITIONAL INFORMATION:

Please provide the name of the individual at your company to contact for any additional information

James Kruger

Name

President / CEO

Title

562-212-4492 Cell / 714-224-1360 Office / 714-224-1454 Fax

Telephone Number/Fax Number

REFERENCES:

Please supply the names of companies/agencies for which you have recently provided similar services as requested in this RFP.

1. City of Long Beach 3111 Willow St
Long Beach CA 90806 Larry McNerney 562-570-2841

Name of Company/Agency Address Contact Person/Telephone #

4½ Years of Business 100 +/- How many tows per month

2. AAA of So Cal 4800 Airport Plaza Dr Sam Briner 562-497-7056
Long Beach CA 90815 Dale Edrich 562-497-7000

Name of Company/Agency Address Person to contact/Telephone #

23 Years of Business 3,800 How many tows per month

3. Seal Beach Police Dept 911 Seal Beach Blvd Sgt Rick Ransdell
Seal Beach CA 09740 562-799-4100

Name of Company/Agency Address Person to contact/Telephone #

12 Years of Business 16 +/- How many tows per month

EMPLOYEE IDENTIFICATION:

If RFP is awarded to your company, who are the individuals that will require fingerprints and photographs?

Name	Title	Position

EQUIPMENT:

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

Vehicle Type	License Plate #	Vehicle Identification #

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

EMPLOYEE IDENTIFICATION:

If RFP is awarded to your company, who are the individuals that will require fingerprints and photographs?

Name	Title	Position
James E Kruger	President / CEO / CFO	Officer / Shareholder
Dawn L Kruger	Secretary	Officer / Shareholder

EQUIPMENT:

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

Vehicle Type	License Plate #	Vehicle Identification #
WHEEL LIFT		
WHEEL LIFT		
WHEEL LIFT		
WHEEL LIFT		
FLATBED		
FLATBED		
FLATBED		
FLATBED		
FLATBED		
FLATBED		
FLATBED		
MED DUTY		

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

Proposer must complete fill in the table below with a check mark to indicate that the item being proposed is exactly as specified or not. If Not, Proposer must indicate any deviation from the specifications.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
The proposal submitted is as per the RFP in its entirety.	Yes ___ No ___
If No, list all deviations below::	

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____
Addendum No. _____	Date Received: _____

_____ No Addenda received regarding this RFP.

Renewal Option:

First renewal option shall not exceed % _____

Second renewal option shall not exceed % _____

Proposer must complete fill in the table below with a check mark to indicate that the item being proposed is exactly as specified or not. If Not, Proposer must indicate any deviation from the specifications.

SERVICE SPECIFICATION COLUMN	PROPOSER'S COMMENTS COLUMN
The proposal submitted is as per the RFP in its entirety.	Yes <u>xxx</u> No <u> </u>
If No, list all deviations below::	

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. 1 Date Received: 05/01/08
 Addendum No. Date Received:
 Addendum No. Date Received:
 Addendum No. Date Received:

 No Addenda received regarding this RFP.

Renewal Option:

First renewal option shall not exceed % 5.0

Second renewal option shall not exceed % 5.0

_____ being first duly sworn, deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Long Beach a Proposal for

(Title of RFP)

2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;
3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Long Beach, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Long Beach, or of any other Proposer or of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any RFP from any subProposer or materialman through any RFP depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any RFP from any subProposer or materialman, which is not processed through that RFP depository, or which prevent any subProposer or materialman from proposing to any Proposer who does not use the facilities of or accept RFPs from or through such RFP depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Long Beach, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 2008.

(Proposer Signature)

(Title)

CITY OF LONG BEACH

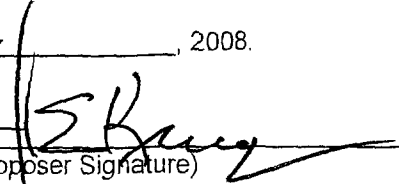
James E Kruger being first duly sworn, deposes and says:

1. That he/she is the President/CEO of Expertow Inc
(Title of Office) (Name of Company)

hereinafter called "Proposer", who has submitted to the City of Long Beach a Proposal for
Request for Proposal for Towing Services RFP No. PW08-006
(Title of RFP)

- 2. That the Proposal is genuine; that the same is not sham; that all statements of fact in the Proposal are true;
- 3. That the Proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham Proposal, to refrain from proposing, or to withdraw his Proposal, to raise or fix the Proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Long Beach, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Long Beach, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any RFP from any subProposer or materialman through any RFP depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any RFP from any subProposer or materialman, which is not processed through that RFP depository, or which prevent any subProposer or materialman from proposing to any Proposer who does not use the facilities of or accept RFPs from or through such RFP depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's Proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Long Beach, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 7th day of May, 2008.


 (Proposer Signature)
President / CEO
 (Title)

PROPOSER'S CONFIDENTIAL FINANCIAL/LEGAL STATEMENT

REQUEST FOR PROPOSAL RFP PW08-006

CASH ON HAND IN BANK		
ACCOUNTS RECEIVABLE: CURRENT		
NOTES: RECEIVABLE: CURRENT (DUE WITHIN 1 YR)		
MERCHANDISE INVENTORY	COST	MARKET
OTHER CURRENT ASSESTS (DESCRIBE)		
TOTAL CURRENT ASSETS:		
LAND AND BUILDINGS (AT COST) LESS: RESERVE FOR DEPRECIATION		
FIXTURES AND EQUIPMENT (AT COST) LESS: RESERVE FOR DEPRECIATION		
OTHER ASSETS (DESCRIBE)		
TOTAL ASSETS:		
LIABILITIES		
ACCOUNTS PAYABLE (PAST DUE)		
ACCOUNTS PAYABLE (NOT DUE)		
TOTAL CURRENT LIABILITIES:		
CAPITAL (IF PARTNERSHIP OR PROPRIETORSHIP)		
TOTAL LIABILITIES AND NET WORTH:		

HAVE YOU EVER BEEN CONVICTED, ARRESTED, OR CHARGED WITH A CRIME? YOU NEED NOT INCLUDE ANYTHING THAT HAPPENED BEFORE YOUR 18TH BIRTHDAY OR ANY TRAFFIC VIOLATION FOR WHICH A FINE OF \$50.00 OR LESS WAS IMPOSED. YES _____ NO _____ (CHECK ONE)

IF YOUR ANSWER IS "YES", LIST ALL OFFENSES BELOW, GIVING DATE, LOCATION NATURE AND DISPOSITON FOR EACH.

PLEASE GIVE ANY OTHER INFORMATION YOU FEEL PERTINENT TO YOUR PROPOSAL WHICH IS NOT COVERED IN THE QUESTIONNAIRE.

The City of Long Beach shall not be bound to assign any reasons for rejections of any offer.

Declaration

- a) I, _____, of _____ hereby declare that the information contained in this application forwarded to the City of Long Beach is true, accurate and complete to the best of my knowledge and belief and that I have not withheld/distorted any material facts.
- b) I also declare that I am free from any litigation, litigation pending, claims, demands or actions pertaining to the proposed project. I understand that if the contract is obtained by false or misleading statements, I may be prosecuted and in addition, the City may, at its discretion, withdraw the contract.
- c) I also agree to abide to the terms and conditions of the RFP.

ATTACHMENT # 3

FLEET TOW STORAGE REPORT

Fleet Tow Dispatch Number _____ DR # _____

Vehicle On Police Hold - Yes / No

Fingerprints Requested - Yes / No

Year _____ Make _____ Model _____ Color _____

Lic. State _____ Lic # _____ Exp. Date ____/____/____

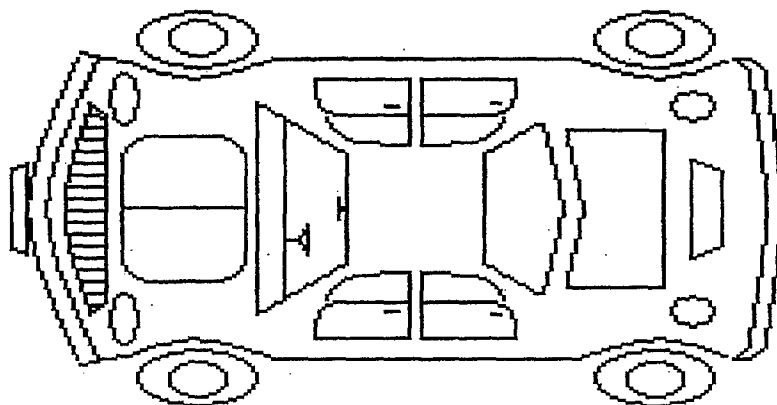
Vehicle I.D. # (print neatly) _____

Odometer _____ Storage Auth. (VC) section _____

Drop Location Row _____

Keys - Yes / No - (circle one)

Windows rolled up ? - Yes / No - Unable _____



Mark and Document Pre-Existing Damage on Diagram

S=scratch D=dent B=broken C=crack M=missing F=flat tire W=wrecked (shade in area)
(Suggested abbreviations. If detail is required, write information on side column.)

Property--List any valuable property observed in or on the vehicle.

Extra Charges - Clean -Up ____ Difficult Removal ____ Dollies ____ Drop Fee ____ Drive
Shaft ____ Go-Jacks ____ Haz.Mat. ____ Locks ____ Rollover ____ Trans-L ____
Other _____

Tow Operators Signature _____

ATTACHMENT # 4

Notification of Correction Action

1	Insufficient staffing or tow trucks in service -	\$25.00 per occurrence without cause.
2	Failure to inform Fleet Dispatch of 10-97 time -	\$25.00 per occurrence without cause.
3	Improperly equipped truck -	\$25.00 per occurrence, per item, per truck.
4	Failure to mark invoice numbers on a vehicle -	\$25.00 per occurrence without cause.
5	Un-qualified staff or employees out of uniform -	\$25.00 per occurrence without cause.
6	Late call-in of information to Fleet Dispatch -	\$25.00 per occurrence without cause.
7	Missing/incorrect information on Tow Bill/V.C.R. -	\$25.00 per occurrence without cause.
8	Un-itemized billing -	\$25.00 per occurrence without cause.
9	Failure to submit a Fleet Tow Storage Report -	\$25.00 per occurrence without cause.
10	Failure to provide protection from weather -	\$25.00 per occurrence without cause.
11	Unprepared or late for a background investigation -	\$25.00 per occurrence without cause.
12	Late response (3) times within a 30-day period -	\$25.00 per occurrence without cause.
13	Failure to perform a vehicle recovery -	\$50.00 per occurrence without cause.
14	Failure to clean up at accident scene -	\$50.00 per occurrence without cause.
15	Failure to relay Police Hold Information -	\$50.00 per occurrence without cause.
16	Damage to reputation, quality of service -	\$50.00 per occurrence without cause.

Date - _____

Time - _____

Invoice Number - _____

Tow Company - _____

Fleet Tow Dispatcher - _____

Fleet Tow Supervisor - _____

Officer or Agency requesting service - _____

Deduction Imposed - _____

Deduction Amount - \$ _____

Number of Violations - # _____

Total - \$ _____

ATTACHMENT # 5

Employee & Equipment Report

Date: _____

Manager:

Supervisors: (Include C.D.L.#)

Dispatchers:

Tow Operators:(Include C.D.L.#)

Tow Trucks: (Include License Plate & V.I.N #)

ATTACHMENT # 5

Employee & Equipment Report

Date: 05/07/08

Manager:
James Kruger

Supervisors: (Include C.D.L.#)
Robert Jones A3750967
Arnulfo (Danny) Medina A7686530

Dispatchers:
Robert Jones
Gayle Scott
Kyle Mahnken
Johnathon Kruger
Guadalupe Gonzales
Gene Kruger

Tow Operators:(Include C.D.L.#)

Gaber Ahmed	[REDACTED]	Mark Ashton	[REDACTED]
Raul Bucio Velazquez	[REDACTED]	Donald Cooper	[REDACTED]
Wade Cundiff	[REDACTED]	Timothy Ecord	[REDACTED]
John Fisher	[REDACTED]	Senan Jayyusi	[REDACTED]
Robert Jones	[REDACTED]	Victor Puerto	[REDACTED]
Bernardo Vileta	[REDACTED]	Chad Wasson	[REDACTED]

Tow Trucks: (Include License Plate & V.I.N #)

UNIT NO.	BED TYPE	GVWR	YEAR	MAKE	MODEL	License No.	VIN
1	WHEEL LIFT - EAGLE CLAW	17,500	1999	FORD	F550	[REDACTED]	[REDACTED]
6	WHEEL LIFT - EAGLE CLAW	18,000	1995	GMC	TOPKICK	[REDACTED]	[REDACTED]
5	WHEEL LIFT - EAGLE CLAW	17,500	1999	FORD	F550	[REDACTED]	[REDACTED]
11	WHEEL LIFT - EAGLE CLAW	20,660	1999	GMC	5500	[REDACTED]	[REDACTED]
22	FLATBED W/ WHEEL LIFT - 22' x 102'	26,000	2004	FORD	F650	[REDACTED]	[REDACTED]
25	FLATBED W/ WHEEL LIFT - 22' x 102'	26,000	2005	FORD	F650	[REDACTED]	[REDACTED]
27	FLATBED W/ WHEEL LIFT - 21' x 96"	26,000	2006	INTL	4300	[REDACTED]	[REDACTED]
28	FLATBED W/ WHEEL LIFT - 21' x 96"	26,000	2007	INTL	4300	[REDACTED]	[REDACTED]
29	FLATBED W/ WHEEL LIFT - 21' x 96"	26,000	2007	INTL	4300	[REDACTED]	[REDACTED]
30	FLATBED W/ WHEEL LIFT - 21' x 96"	26,000	2007	INTL	4300	[REDACTED]	[REDACTED]
26	MED DUTY WRECKER	33,000	2005	FORD	F750	[REDACTED]	[REDACTED]



CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

333 W. OCEAN BLVD. LONG BEACH, CA 90802

PHONE 562-570-6361 FAX

PURCHASING DIVISION

May 1, 2008

ADDENDUM NO. 1

TO: ALL PROPOSERS

RE: RFP NO. PW08-006 FOR PROVIDING TOWING SERVICES

1. Question: In the proposal on page 20, ABILITY TO PERFORM, the proposer has 10 working days past the due date of the RFP to furnish evidence the proposer has required equipment as required in the proposal. In the proposal on page 32, EQUIPMENT, it states no grace period will be given to purchase equipment. Which statement is correct?

Answer: The proposer will have 10 working days to furnish evidence of the required equipment.

2. Question: What are the current live scan costs and Tow Operator permit?

Answer:

- Towing Permit Regulation Fee - \$150.00 – Permit is valid 2 years
- Fingerprint Fee - \$57.00 - (One time only).
- A tow driver can change the name of the employer, (towing company) indicated on the tow permit at any time. There is no charge for this service.
- All drivers and owners are to obtain a live scan.

3. Question: What is the tow volume for the City?

Answer:

- Total Service Request Volume – 24,747
- Contracted Tows – Light Duty – 4,020
- Contracted Tows – Medium Duty – 295
- Contracted Tows – Heavy Duty – 378
- Canceled Tow Percentage Estimate –
 - 2007 cancelled calls were 14.76% of all calls received.
 - 2008 cancelled calls to date are 13.51% of all calls received.
- FY 2008 Contract Tow service request volume is expected to stay at the same level as FY 2007.

Question: Only one Motor Carrier Permit is issued for all vehicles owned by a company. Proposal requests copies of Motor Carrier Permit for each truck. Will one copy that covers all the trucks be satisfactory?

Answer: Proposer may submit one copy of their Motor Carrier Permit.

EXHIBIT “A-2”

**PRICING SECTION
ATTACHMENT #2**

**PRICING SHEET #1
PRIMARY Light Duty / Medium Duty**

Instructions - Insert the amount to be charged for each "Service Unit" listed; complete all sections to qualify.

Note #1 - * Any towing charges billed other than "Basic Rate Tow", or any service times exceeding one hour from time of dispatch, will require a "written explanation" to justify equipment used or extended service time.

Note #2 - ** Drop Fees are charged (per DMV) to the customer at half the appropriate tow rate, and will be paid to the Contractor at half the per tow bid price.

Company Name - Expertow Inc	Phone #	714-224-1360
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Item	Service Type	Service Type Description	C.L.B. Unit Fee	Service Unit Increments of 10 minutes	Unit Price
1	Light Duty Immediate Response Tow Vehicles < 9,000 lbs. GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) under 9,000 lbs.	\$110	Minimum charge & prorated after 1st hour	\$ 77.00
2	Medium Duty Immediate Response Tow 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.	\$160	Minimum charge & prorated after 1st hour	\$ 118.00
3	Light Duty Scheduled Tow	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$80	Minimum charge & prorated after 1st hour	\$ 77.00
4	Medium Duty Scheduled Tow	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$125	Minimum charge & prorated after 1st hour	\$ 118.00
5	Mileage Outside The City	When the tow truck is required to travel outside the City limits.	\$5	Per Mile	\$ 3.00
6	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.	\$60	Minimum charge & prorated after 1st hour	\$ 30.00

C.L.B. Unit Fee: City of Long Beach Unit Fee, which represents the dollar cost per hour for service.

**PRICING SECTION
ATTACHMENT #2**

PRICING SHEET #2

SECONDARY – Light Duty / Medium Duty

Instructions - Insert the amount to be charged for each "Service Unit" listed; complete all sections to qualify.

Note #1 - * Any towing charges billed other than "Basic Rate Tow", or any service times exceeding one hour from time of dispatch, will require a "written explanation" to justify equipment used or extended service time.

Note #2 - ** Drop Fees are charged (per DMV) to the customer at half the appropriate tow rate, and will be paid to the Contractor at half the per tow bid price.

Company Name - **Expertow Inc**

Phone #

714-224-1360

Item	Service Type	Service Type Description	C.L.B. Unit Fee	Service Unit Increments of 10 minutes	Unit Bid Price
1	Light Duty Immediate Response Tow Vehicles < 9,000 lbs. GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) under 9,000 lbs.	\$110	Minimum charge & prorated after 1st hour	\$ 77.00
2	Medium Duty Immediate Response Tow 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.	\$160	Minimum charge & prorated after 1st hour	\$118.00
3	Light Duty Scheduled Tow	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$80	Minimum charge & prorated after 1st hour	\$ 77.00
4	Medium Duty Scheduled Tow	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$125	Minimum charge & prorated after 1st hour	\$118.00
	Mileage Outside The City	When the tow truck is required to travel outside the City limits.	\$5	Per Mile	\$ 3.00
6	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.	\$60	Minimum charge & prorated after 1st hour	\$ 30.00

*C.L.B. Unit Fee: City of Long Beach Unit Fee, which represents the dollar cost per hour for service.

**PRICING SECTION
ATTACHMENT #2**

**PRICING SHEET #3
PRIMARY Medium/Heavy Duty**

Instructions - Insert the amount to be charged for each "Service Unit" listed; complete all sections to qualify.

Note #1 - * Any towing charges billed other than "Basic Rate Tow", or any service times exceeding one hour from time of dispatch, will require a "written explanation" to justify equipment used or extended service time.

Note #2 - ** Drop Fees are charged (per DMV) to the customer at half the appropriate tow rate, and will be paid to the Contractor at half the per tow bid price.

Company Name - Expertow Inc	Phone #	714-224-1360
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Item	Service Type	Service Type Description	C.L.B. Unit Fee	Service Unit Increments of 10 minutes	Unit Bid Price
1	Medium Duty Immediate Response Tow Vehicles 9,000 lbs. - 26,000 GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,000 lbs. through 26,000 lbs	\$160	Minimum charge & prorated after 1st hour	\$No Bid
2	Heavy Duty Immediate Response Tow Vehicles 26,001 lbs or more GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 26,001 lbs. Or more	\$200	Minimum charge & prorated after 1st hour	\$No Bid
3	Medium Duty Scheduled Tow	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$100	Minimum charge & prorated after 1st hour	\$No Bid
4	Heavy Duty Scheduled Tow	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$125	Minimum charge & prorated after 1st hour	\$No Bid
5	Mileage Outside The City	When the tow truck is required to travel outside the City limits.	\$5	Per Mile	\$No Bid
6	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.	\$60	Minimum charge & prorated after 1st hour	\$No Bid
7	Large Vehicle 24 hr Secured Storage	When the City is required to have a large vehicle stored at Contractor's facility.	\$40	Per Day	\$No Bid

*C.L.B. Unit Fee: City of Long Beach Unit Fee, which represents the dollar cost per hour for service.

**PRICING SECTION
ATTACHMENT #2**

**PRICING SHEET #4
SECONDARY Medium/Heavy Duty**

Instructions - Insert the amount to be charged for each "Service Unit" listed; complete all sections to qualify.

*Note #1 - * Any towing charges billed other than "Basic Rate Tow", or any service times exceeding one hour from time of dispatch, will require a "written explanation" to justify equipment used or extended service time.*

*Note #2 - ** Drop Fees are charged (per DMV) to the customer at half the appropriate tow rate, and will be paid to the Contractor at half the per tow bid price.*

Company Name - **Expertow Inc**

Phone #

714-224-1360

Item	Service Type	Service Type Description	C.L.B. Unit Fee	Service Unit Increments of 10 minutes	Unit Bid Price
1	Medium Duty Immediate Response Tow Vehicles 9,000 lbs. - 26,000 GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,000 lbs. through 26,000 lbs	\$160	Minimum charge & prorated after 1st hour	\$ No Bid
2	Heavy Duty Immediate Response Tow Vehicles 26,001 lbs or more GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 26,001 lbs. Or more	\$200	Minimum charge & prorated after 1st hour	\$ No Bid
3	Medium Duty Scheduled Tow	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$100	Minimum charge & prorated after 1st hour	\$ No Bid
4	Heavy Duty Scheduled Tow	Delivery of a vehicle from a storage facility to another location and scheduled in advance.	\$125	Minimum charge & prorated after 1st hour	\$ No Bid
5	Mileage Outside The City	When the tow truck is required to travel outside the City limits.	\$5	Per Mile	\$ No Bid
6	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.	\$60	Minimum charge & prorated after 1st hour	\$ No Bid
7	Large Vehicle 24 hr Secured Storage	When the City is required to have a large vehicle stored at Contractor's facility.	\$40	Per Day	\$ No Bid

***C.L.B. Unit Fee: City of Long Beach Unit Fee, which represents the dollar cost per hour for service.**

EXHIBIT “B”

City’s Representatives:

Erik Sund – Purchasing Manager

Dan Ramos – Fleet Services

Larry McNerney – Fleet Services

EXHIBIT “C”

Materials/Information Furnished: None

CITY OF LONG BEACH POLICY FOR DISADVANTAGED, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISES

It is the policy of the City of Long Beach to utilize Disadvantaged, Minority-Owned and Women-Owned Business Enterprises in all aspects of contracting, including construction, the purchase of materials and services, including professional services, leases and the granting of concessions.

EXHIBIT "D"