

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

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

12 C. Contractor represents that Contractor has obtained all
13 necessary information on conditions and circumstances that may affect its
14 performance and has conducted site visits, if necessary.

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

27 E. Contractor must adopt reasonable methods during the life of
28 the Agreement to furnish continuous protection to the work, and the equipment,

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1 materials, papers, documents, plans, studies and other components to prevent
2 losses or damages, and will be responsible for all damages, to persons or property,
3 until acceptance of the work by the City, except those losses or damages as may
4 be caused by the City's own negligence.

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

8 2. TERM. The term of this Agreement shall commence at midnight on
9 October 1, 2015, and shall terminate at 11:59 p.m. on September 30, 2016, unless sooner
10 terminated as provided in this Agreement, or unless the services or the Project is
11 completed sooner. The parties have the option to extend the term for one (1) additional
12 one-year period.

13 3. COORDINATION AND ORGANIZATION.

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

22 B. The parties acknowledge that a substantial inducement to City
23 for entering this Agreement was and is the reputation and skill of Contractor's key
24 employee Juan Rendon. City shall have the right to approve any person proposed
25 by Contractor to replace that key employee.

26 4. INDEPENDENT CONTRACTOR. In performing its services,
27 Contractor is and shall act as an independent contractor and not an employee,
28 representative or agent of City. Contractor shall have control of Contractor's work and the

1 manner in which it is performed. Contractor shall be free to contract for similar services to
2 be performed for others during this Agreement; provided, however, that Contractor acts in
3 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
4 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
5 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
6 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
7 the usual and customary rights, benefits or privileges of City employees. Contractor
8 expressly warrants that neither Contractor nor any of Contractor's employees or agents
9 shall represent themselves to be employees or agents of City.

10 5. INSURANCE.

11 A. As a condition precedent to the effectiveness of this
12 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
13 duration of this Agreement, from insurance companies that are admitted to write
14 insurance in California and have ratings of or equivalent to A:V by A.M. Best
15 Company or from authorized non-admitted insurance companies subject to Section
16 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
17 by A.M. Best Company, the following insurance:

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

1 policy shall be endorsed to state that the insurer waives its right of
2 subrogation against City, its boards and commissions, and their officials,
3 employees and agents.

4 (b) Workers' Compensation insurance as required by the California
5 Labor Code and employer's liability insurance in an amount not less than
6 \$1,000,000. This policy shall be endorsed to state that the insurer waives
7 its right of subrogation against City, its boards and commissions, and their
8 officials, employees and agents.

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

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

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

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

27 D. If this coverage is written on a "claims made" basis, it must
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days, commencing on the date this Agreement expires or is terminated, unless
2 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
3 continuing coverage for a period of not less than three (3) years, commencing on
4 the date this Agreement expires or is terminated.

5 E. Contractor shall require that all sub-contractors or contractors
6 that Contractor uses in the performance of these services maintain insurance in
7 compliance with this Section unless otherwise agreed in writing by City's Risk
8 Manager or designee.

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

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

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

27 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
28 contemplates the personal services of Contractor and Contractor's employees, and the

1 parties acknowledge that a substantial inducement to City for entering this Agreement was
2 and is the professional reputation and competence of Contractor and Contractor's
3 employees. Contractor shall not assign its rights or delegate its duties under this
4 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
5 of City, except that Contractor may with the prior approval of the City Manager of City,
6 assign any moneys due or to become due Contractor under this Agreement. Any
7 attempted assignment or delegation shall be void, and any assignee or delegate shall
8 acquire no right or interest by reason of an attempted assignment or delegation.
9 Furthermore, Contractor shall not subcontract any portion of its performance without the
10 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
11 or contractor without approval prior to the substitution. Nothing stated in this Section shall
12 prevent Contractor from employing as many employees as Contractor deems necessary
13 for performance of this Agreement.

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

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

24 9. OWNERSHIP OF DATA. All materials, information and data
25 prepared, developed or assembled by Contractor or furnished to Contractor in connection
26 with this Agreement, including but not limited to documents, estimates, calculations,
27 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
28 models, reports, summaries, drawings, designs, notes, plans, information, material and

1 memoranda ("Data") shall be the exclusive property of City. Data shall be given to City,
2 and City shall have the unrestricted right to use and disclose the Data in any manner and
3 for any purpose without payment of further compensation to Contractor. Copies of Data
4 may be retained by Contractor but Contractor warrants that Data shall not be made
5 available to any person or entity for use without the prior approval of City. This warranty
6 shall survive termination of this Agreement for five (5) years.

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

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

25 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
26 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
27 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
28 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does

1 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
2 to subpoena or court order.

3 13. ADDITIONAL SERVICES. The City has the right at any time during
4 the performance of the services, without invalidating this Agreement, to order extra work
5 beyond that specified in the RFP or make changes by altering, adding to or deducting from
6 the work. No extra work may be undertaken unless a written order is first given by the City,
7 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
8 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
9 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
10 City Representative. Any greater increases, taken either separately or cumulatively, must
11 be approved by the City Council. It is expressly understood by Contractor that the
12 provisions of this paragraph do not apply to services specifically set forth in the RFP or
13 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
14 the services to be provided pursuant to the RFP may be more costly or time consuming
15 than Contractor anticipates and that Contractor will not be entitled to additional
16 compensation for the services set forth in the RFP.

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

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

4 16. LAW. This Agreement shall be construed in accordance with the laws
5 of the State of California, and the venue for any legal actions brought by any party with
6 respect to this Agreement shall be the County of Los Angeles, State of California for state
7 actions and the Central District of California for any federal actions. Contractor shall cause
8 all work performed in connection with construction of the Project to be performed in
9 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
10 county or municipal governments or agencies (including, without limitation, all applicable
11 federal and state labor standards, including the prevailing wage provisions of sections 1770
12 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
13 fire marshal, health officer, building inspector, or other officer of every governmental
14 agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found
15 to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it
16 is in conflict with any applicable laws, but the remainder of the Agreement will remain in full
17 force and effect.

18 17. PREVAILING WAGES.

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

25 B. In all bid specifications, contracts and subcontracts for any
26 such Public Work, Consultant shall obtain the general prevailing rate of per diem
27 wages and the general prevailing rate for holiday and overtime work in this locality
28 for each craft, classification or type of worker needed to perform the Public Work,

1 and shall include such rates in the bid specifications, contract or subcontract. Such
2 bid specifications, contract or subcontract must contain the following provision: "It
3 shall be mandatory for the contractor to pay not less than the said prevailing rate of
4 wages to all workers employed by the contractor in the execution of this contract.
5 The contractor expressly agrees to comply with the penalty provisions of California
6 Labor Code section 1775 and the payroll record keeping requirements of California
7 Labor Code section 1771."

8 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
9 constitutes the entire understanding between the parties and supersedes all other
10 agreements, oral or written, with respect to the subject matter in this Agreement.

11 19. INDEMNITY.

12 A. Consultant shall indemnify, protect and hold harmless City, its
13 Boards, Commissions, and their officials, employees and agents ("Indemnified
14 Parties"), from and against any and all liability, claims, demands, damage, loss,
15 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
16 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
17 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
18 in part, out of or in connection with (1) Consultant's breach or failure to comply with
19 any of its obligations contained in this Agreement, including all applicable federal
20 and state labor requirements including, without limitation, the requirements of
21 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,
22 omissions or misrepresentations committed by Consultant, its officers, employees,
23 agents, subcontractors, or anyone under Consultant's control, in the performance
24 of work or services under this Agreement (collectively "Claims" or individually
25 "Claim").

26 B. In addition to Consultant's duty to indemnify, Consultant shall
27 have a separate and wholly independent duty to defend Indemnified Parties at
28 Consultant's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
3 breach, or the like on the part of Consultant shall be required for the duty to defend
4 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
5 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
6 in the defense.

7 C. If a court of competent jurisdiction determines that a Claim was
8 caused by the sole negligence or willful misconduct of Indemnified Parties,
9 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
10 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
11 percentage of willful misconduct attributed by the court to the Indemnified Parties.

12 D. The provisions of this Section shall survive the expiration or
13 termination of this Agreement.

14 20. FORCE MAJEURE. If any party fails to perform its obligations
15 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
16 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
17 governmental regulations, governmental controls, judicial orders, enemy or hostile
18 governmental action, civil commotion, fire or other casualty, or other causes beyond the
19 reasonable control of the party obligated to perform, then that party's performance will be
20 excused for a period equal to the period of such cause for failure to perform.

21 21. AMBIGUITY. In the event of any conflict or ambiguity between this
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 22. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject
25 to applicable rules and regulations, Contractor shall not discriminate against any
26 employee or applicant for employment because of race, religion, national origin,
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
28 disability. Contractor shall ensure that applicants are employed, and that employees

1 are treated during their employment, without regard to these bases. These actions
2 shall include, but not be limited to, the following: employment, upgrading, demotion
3 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
4 or other forms of compensation; and selection for training, including apprenticeship.

5 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
6 accordance with the provisions of the Ordinance, this Agreement is subject to the
7 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
8 Long Beach Municipal Code, as amended from time to time.

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

13 "During the performance of a contract with the City of Long Beach, the
14 Consultant will provide equal benefits to employees with spouses and its
15 employees with domestic partners. Additional information about the City of
16 Long Beach's Equal Benefits Ordinance may be obtained from the City of
17 Long Beach Business Services Division at 562-570-6200."

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

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

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

27 E. If the City determines that the Consultant has set up or used its
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be
2 used as evidence against the Consultant in actions taken pursuant to the provisions
3 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

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

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

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

24 27. CONTINUATION. Termination or expiration of this Agreement shall
25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
26 18, 21 and 28 prior to termination or expiration of this Agreement.

27 28. TAX REPORTING. As required by federal and state law, City is
28 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.

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1 Contractor shall be solely responsible for payment of all federal and state taxes resulting
2 from payments under this Agreement. Contractor shall submit Contractor's Employer
3 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
4 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
5 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
6 Contractor provides one of these numbers.

7 29. ADVERTISING. Contractor shall not use the name of City, its officials
8 or employees in any advertising or solicitation for business or as a reference, without the
9 prior approval of the City Manager or designee.

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

14 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
15 designed to or entered for the purpose of creating any benefit or right for any person or
16 entity of any kind that is not a party to this Agreement.

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

A & E TOWING, INC., a California corporation

Jan - 5, 2016

By _____
Name: JUAN M. REDON
Title: Pres/CEO

Jan 5, 2016

By _____
Name: JUAN M. REDON
Title: CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Feb. 3, 2016

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Assistant City Manager

"City"

This Agreement is approved as to form on January 27, 2016

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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EXHIBIT "A-1"

Request for Proposals (RFP)

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City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

1. **OVERVIEW OF PROJECT**

The City of Long Beach is soliciting proposals to perform as needed vehicle towing. The Awarded Contractor will be required to tow vehicles, clean-up as required, attend to disabled vehicles and provide all towing related services on a 24-hour basis, 7 days a week, 365 days a year. Services as provided in these specifications must comply with all City and State laws and ordinances that regulate tow units.

2. **ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

- Awarded Contractor*** The organization/individual(s) that is/are awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
- Division*** Department of Financial Management, Fleet Services
- Evaluation Committee*** An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Contractor.
- May*** Indicates something that is not mandatory but permissible.
- RFP*** Request for Proposal.
- Shall/Must*** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
- Should*** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
- City*** The City of Long Beach and any department or agency identified herein.
- Subcontractor*** Third party not directly employed by the Contractor who will provide services identified in this RFP.
- Contractor*** Organization/individual submitting a proposal in response to this RFP.
- Accident Investigation Division*** This division of the Long Beach 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 Accident Investigation Division, (AID) acts as an arbitrator to review



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- discrepancies and/or complaints as they relate to the Fleet Services Towing / Lien Sales Division.
- Fleet Tow Invoice Number*** This number is assigned to each request for towing service and is recorded on the Police Vehicle Storage Report, the Fleet Tow Storage Report, and the front and back window of each towed vehicle.
- Fleet Tow Storage Report*** This report has three functions, it 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 personnel property or cargo.
- Impounding Officer*** Any officer or agent of the City of Long Beach requesting towing service from the Fleet Towing Operations.
- Police Impound Yard*** The secured storage facility located at 3111 E. Willow St., Long Beach, CA 90806, that is operated by the Fleet Services Towing/Lien Sales Division.
- Police Storage Report*** This report is completed by the Impounding Officer and signed by the Contractor driver/operator as acknowledgement of receipt of the towed vehicle.
- Fleet Services Towing/Lien Sales Division Administrator***
The Superintendent of the Fleet Services Towing/Lien Sales Division

3. **SCOPE OF PROJECT**

The following technical requirements in this RFP describe vehicle towing for the City on an "as needed basis." This RFP is intended to be as descriptive as possible; however, Contractors may not take advantage of omissions or oversights in this document. Contractors 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 will govern.

3.1 **CONTRACT**

The Awarded Contractor will be required to enter into a written contract with the City in the form attached (Attachment F). A copy of this notice inviting Proposals, and the Awarded Contractor's accepted Proposal will be attached to and become a part of the contract. All services supplied by the Awarded Contractor 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 specifications contained herein. In case of default by the Awarded Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess cost incurred by the City hereby.

3.2 **TERM**

Twenty-four (24) months after date of award or after the expiration of the current contract, whichever is sooner. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.



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It is agreed that if the Contract is extended, the City shall so notify the Contractor prior to the expiration date. At that time, Contractor shall be required to submit any price increases to the City Purchasing Agent for approval. The City reserves the right to accept or reject any price increase and to cancel the renewal notice if price increase is not acceptable.

Price increase shall not exceed _____% during first extension period.

Price increase shall not exceed _____% during second extension period.

4. SUBMITTAL INSTRUCTIONS

4.1 A **mandatory pre-proposal meeting** will be held from 10:00AM – 11:00AM, Pacific Daylight Time (PDT) on Wednesday, April 17, 2013. Meeting location will be Fleet Services Bureau, 2nd Floor Conference Room, 2600 Temple Avenue, Long Beach, CA 90806. Proposers shall confirm their intent to attend by emailing the City of Long Beach Purchasing Division, Renee Williams, Buyer, at RFPPurchasing@longbeach.gov; **ANY PROPOSER WHO DOES NOT ATTEND THE MEETING WILL NOT BE PERMITTED TO SUBMIT A PROPOSAL.**

4.2 The Purchasing Division will accept questions and/or comments in writing. For questions regarding this RFP, submit all inquiries via email to RFPPurchasing@longbeach.gov by April 23, 2013 at 11:00AM PDT. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than April 26, 2013. All Contractors are recommended to visit the abovementioned City website on a regular basis for any addendums to the RFP document and/or responses to submitted questions.

4.3 RFP Timeline

TASK	DATE/TIME
Mandatory Pre-proposal Meeting	April 17, 2013, 10:00 – 11:00AM PDT
Deadline for submitting questions	April 23, 2013 at 11:00AM PDT
Answers to all questions submitted available	April 26, 2013 at 11:00AM PDT
Deadline for submission of proposals	May 1, 2013 at 11:00AM PDT

NOTE: *These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time with appropriate notice.*

4.4 Contractors shall submit one (1) original proposal marked "ORIGINAL" and three (3) identical copies marked "COPY" as follows:

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 Attn: Renee Williams
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Proposals shall be clearly labeled in a sealed envelope or box as follows:

RFP-FS-13-023 AS NEEDED VEHICLE TOWING SERVICES

- 4.5 Proposals must be received by **11:00AM PDT** local time, **MAY 1, 2013**. Proposals that do not arrive by the specified date and time **WILL NOT BE ACCEPTED**. Contractors may submit their proposal any time prior to the above stated deadline.
- 4.6 The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.
- 4.7 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.8 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.9 The proposal must be signed by the individual(s) legally authorized to bind the Contractor.
- 4.10 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.11 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together**.

5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - Demonstrated competence;
 - Experience in performance of comparable engagements;
 - Reasonableness of cost;
 - Expertise and availability of key personnel;
 - Financial stability; and
 - Conformance with the terms of this RFP.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 8.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any



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aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.

- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council.

6. **PROJECT SPECIFICATIONS**

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

6.1 **ERRORS AND OMISSIONS**

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

6.2 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

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

6.3 **PERMITS AND LICENSES**

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

6.4 **SERVICE HOURS**

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

6.5 **PERFORMANCE**

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

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



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- 6.5.3 During the tenure of this contract, the Contractor may however conduct business outside the City of Long Beach, provided that the equipment used is not the equipment marked "Authorized Police Towing, City of Long Beach".
- 6.5.4 Any failure by the City, at any time, to enforce or require the strict performance of any of the terms, covenants or conditions, will not in any way impair the right of the City to avail itself of such remedies as it may have for any breaches of such terms, covenants or conditions.
- 6.5.5 Except as provided in this RFP, the Contractor must not display or use any signs, advertising material, or logos which indicates that the Garage is an official towing service or police garage of the City of Long Beach, without having received prior written permission from the City Manager of the City of Long Beach.
- 6.5.6 The Contractor must provide all tow operators with, and require that they use in the daily performance of required duties as described in this Contract, all safety equipment commonly considered a required towing industry standard.
- 6.5.7 The Contractor must ensure that the Contractor's tow truck operators possess the requisite licenses, skills, knowledge, abilities and experience to perform all types of tow requests and vehicle recoveries without direct supervision.
- 6.6 **AWARDED CONTRACTOR PERSONNEL/TOWING OPERATORS**
- 6.6.1 All tow truck operators engaged in performing their duties under the provisions of this contract will take direction in performing such duties from the senior City Police Officer at the scene.
- 6.6.2 All tow truck operators must possess the proper State of California Driver's License required to operate the vehicle and equipment designated, and must have received sufficient training to operate without direct supervision.
- 6.6.3 Tow truck operators will be required to wear an approved "mechanic style" uniform (ankle length trousers and button front shirt with collar). All uniforms must display the Contractor's company design and the operator's name. Tow truck operators will be required to maintain acceptable standards of dress and cleanliness while in the field. **Contractor to submit a picture of the uniform in their proposal.**
- 6.6.4 As set forth in 12110 of the California Vehicle Code, no towing service may provide and no person or public entity may accept any direct or indirect commission, gift or any compensation whatsoever from a towing service in consideration or arranging or requesting the services of a tow car. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.
- 6.6.5 **BACKGROUND EXAMINATIONS**
No contract will be implemented unless, and until the Garage Owner has been fingerprinted and photographed by the City Police Department. If the Contractor is a partnership or joint venture, all the general partners must be so fingerprinted and photographed. If the Contractor is a corporation, all the principal officers must be so fingerprinted and photographed. Fingerprints



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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, \$30.00 for live scan, subject to additional fees and \$175.00 per person for a two-year renewable permit) as established by City Council resolution. Each first-time applicant and any replacement or alternate tow operator employed by the Contractor must undergo a live scan examination as part of the background process. The Chief of Police may deny an application and may summarily suspend or revoke a previously approved permit when he determines, in his sound discretion that said application or permit would be detrimental to the public health, safety and welfare. A temporary permit to begin providing services may be issued upon determination of the following:

- 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) Any Contractor or LBPD Towing Permit ID Card applicant cannot have been convicted of a felony or any crime involving vehicles or vehicle parts; burglary, theft or stolen property; assault, battery or any similar violent crime; any criminal conviction under State Narcotic Law; any sex crime; any crime involving fraud or deceit; or any crime involving moral turpitude.
- 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.



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6.6.6 BACKGROUND APPOINTMENT SCHEDULING

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

6.6.7 DRIVERS LICENSE

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

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

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

6.6.9 EMPLOYEE IDENTIFICATION

If a contract is awarded to your company, please provide the Name, Title and Position of the individuals that will require fingerprints and photographs.

6.7 RESPONSE FOR SERVICE

6.7.1 The Contractor 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 30-day period.

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

- a) Tow vehicles as requested by the Fleet Tow Dispatcher including, but not limited to, vehicles impounded for evidence or taken into custody by the Police Department, vehicles involved in accidents or disabled for other causes (when alternative towing is either not appropriate or not requested by the owner or operator of the vehicle), and vehicles which for other reasons are within the jurisdiction of the Police Department.
- b) Remove debris resulting from accidents (reference section 6.12.8). In each instance, the Contractor must remove from the street all debris resulting from said accident and to clean immediate area of such street, to include any and all oil absorbent applied to the scene, leaving the area in a "broom clean" condition. Debris does not include personal property of the owner or operator of the vehicle.
- 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.



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- 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 any valuable personal property in the vehicle shall be listed on the FTS Report. The Contract Tow Operator shall sign the FTS Report, acknowledging its completion and accuracy.
- 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) Contractor shall 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 Contractor receives an additional tow request to remove a disabled vehicle that is interrupting traffic flow, park the first tow request in a safe location, then immediately proceed to the site specified for the additional tow request. Any disabled vehicle deposited or parked by the Contractor at the site specified in any tow request shall be towed at the earliest opportunity after the Contractor has complied with the above provisions for restoring traffic 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 Contractor 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 four inches (4") high in a legible manner. For plastic rear windows, write the numbers only on the front window.
- k) Transport all towed vehicles directly to the City Police Impound Yard located at 3111 E. Willow St. or to the location designated by the Impounding Officer or Agent of the City requesting towing service or the vehicle owner.
- l) Required to tow vehicles that do not have any tires or wheels.
- m) Contractor's tow truck driver/operators shall not interfere with an Impounding Officer's decision to impound or release a vehicle.
- n) Contractor shall notify Fleet Tow Dispatch when a tow truck arrives on the scene (10-97) of a requested response for tow service (562) 570-2835.
- o) Contractor shall communicate directly, and at all times, with Fleet Tow Dispatch when providing tow services for the City.
- p) Contractor's tow truck operators/drivers and subcontractors shall successfully pass a background check as required by the Long Beach Police Department, demonstrate the ability and experience to perform all



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types of tow requests and vehicle recoveries. A current Level 1 & 2 training certification issued by the California Tow Truck Association (CTTA) is desirable. Contractors tow truck operators/drivers and sub contractors shall dress in a company uniform identifying the Contractor and/or Contractor's sub contract tow truck operator/driver's first name. A picture identification badge may be used in lieu of a company uniform for temporary purposes only. The tow drivers current and valid LBPD Tow Operators Permit shall be in the tow vehicle at all times and shall match the driver operating the vehicle.

6.8 SERVICE CAPACITY – LIGHT DUTY TOWING

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

- a) **Response Times** - The Contractor's response to requested calls for light duty tow service from the City's Fleet Tow Dispatch Office should not exceed twenty (20) minutes from the time the Contractor receives the request from Fleet Towing Dispatch to the time the tow vehicle arrives at the requested service location.
- b) Arrival times will be consistently monitored, an average response time of twenty (20) minute or less shall be maintained through out the duration of the contract. The average response time shall be computed based upon twenty-five (25) sequential calls for service. The average response time calculated by the City's Fleet Towing Operations will be the official average response time for the Contractor.
- c) The Contractor must record pertinent time and distance on each tow unit dispatched in a manner approved by the City Towing Operations.
- d) The Contractor must immediately notify the City Towing Operations when a tow unit cannot respond directly or provide a reasonable estimated response time. To provide service options the Contractor must provide a "best possible" estimated time of arrival to Fleet Tow Dispatcher on duty.
- e) If the Contractor indicates that they are unable to respond within twenty (20) minutes, and the estimated time of arrival is not satisfactory, Towing Operations may elect to cancel the call and contact another tow service.
- f) The Contractor shall respond to a minimum of eighty percent (80%) of all standard tow requests, based upon the twenty-five (25) sequential calls for service measurement.
- g) The Contractor shall respond to a minimum of eighty percent (80%) of all flat bed tow requests, based upon the twenty-five (25) sequential calls for service measurement.
- h) **Service Times** - The Contractor shall contact Fleet Tow Dispatch to report arrival times, (10-97) for each tow request issued.
- i) **Failure To Meet Response Time** - Contractors who consistently fail to arrive on-scene of a tow request within the required response time may be considered non-responsive. An overall total of three (3) non-responsive occurrences over a 30-day period will be considered a breach of this Contract and the Contract will be subject to termination.



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

6.9 **SERVICE CAPACITY – MEDIUM & HEAVY DUTY TOWING**

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

- a) **Response Times** - The Contractor's response to requested calls for Heavy and Medium duty tow service from the City's Fleet Tow Dispatch Office should not exceed thirty (30) minutes from the time the Contractor receives the request from Fleet Towing Dispatch to the time the tow vehicle arrives at the requested service location.
- b) Arrival times will be consistently monitored, an average response time of thirty (30) minute or less shall be maintained through out the duration of the contract. The average response time shall be computed based upon twenty-five (25) sequential calls for service. The average response time calculated by the City's Fleet Towing Operations will be the official average response time for the Contractor.
- c) The Contractor must record pertinent time and distance on each tow unit dispatched in a manner approved by the City Towing Operations.
- d) The Contractor must immediately notify the City Towing Operations when a tow unit cannot respond directly or provide a reasonable estimated response time. To provide service options the Contractor must provide a "best possible" estimated time of arrival to Fleet Tow Dispatcher on duty.
- e) If the Contractor indicates that they are unable to respond within thirty (30) minutes, and the estimated time of arrival is not satisfactory, Towing Operations may elect to cancel the call and contact another tow service.
- f) The Contractor shall respond to a minimum of eighty percent (80%) of all standard tow requests, based upon the twenty-five (25) sequential calls for service measurement.
- g) **Service Times** - The Contractor shall contact Fleet Tow Dispatch to report arrival times, (10-97) for each tow request issued.
- h) **Failure To Meet Response Time** - Contractors who consistently fail to arrive on-scene of a tow request within the required response time may be considered non-performing. An overall total of three (3) non-responsive occurrences over a 30-day period will be considered a breach of this Contract and the Contract will be subject to termination.
- i) **Rotation** - The Primary Contractor for heavy and medium tow requests shall be dispatched to respond to requests for towing services. If the Primary Contractor is unable to respond to a call within the required thirty (30) minutes, the Secondary Back-up Contractor shall be called to respond as needed. Tows may be distributed out of sequence based on equipment needs and truck capacity.



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6.10 LARGE VEHICLE STORAGE

Each heavy duty Contractor shall have a facility available to store up to four (4) sixty-foot (60') units on a monthly basis for heavy duty towing only. The Contractor 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.

- a) The Contractor 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.
- b) It will be the Contractor's duty to protect such stored vehicles, accessories, equipment and property against all loss or damage by fire, theft or other causes.
- c) Vehicles stored should be systematically spaced to provide easy access and spacing should be adequate to preclude the probability of damage.
- d) In the event of loss or damage to a stored vehicle, its accessories, or personal property contained therein, the Contractor must make reasonable restitution to owner of such property for all losses or damage for which the Contractor is responsible.
- e) The Contractor has the responsibility of safeguarding all articles left in impounded vehicles.
- f) Any valuable property left in a stored vehicle must be itemized and listed on the Fleet Tow Storage Report. Any articles removed from a vehicle for any reason must be properly identified and accounted for.
- g) Personal property in vehicles stored by the Contractor must not be sold or disposed of to defray any charges for towing or storage of the vehicle. If the owner or legal representative does not recover personal property stored within the vehicle, it must be sold or disposed of in accordance with the California Civil Code requirements.

6.11 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 Contractors shall maintain adequate equipment and personnel at all times during the term of the Contract to provide the required Contract towing services as described in the Contract.
- c) **Failure to Provide Proof.** Failure to provide proof of the minimum equipment and personnel requirements will disqualify your Proposal.

NOTE: The City will inspect the Contractor's facility and equipment prior to the award of the Contract. The City retains the right to determine in its sole discretion



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whether the Contractor's equipment is sufficient to perform the services required under the Contract.

6.11.1 PRIMARY CONTRACTOR - LIGHT DUTY TOWS

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

- 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 (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.

6.11.2 SECONDARY CONTRACTOR - LIGHT DUTY TOWS

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

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

6.11.3 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.

6.11.4 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:



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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.

6.11.5 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.

6.11.6 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).

6.11.7 ADDITIONAL EQUIPMENT – HEAVY CONTRACT

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

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



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Billing for the use of equipment listed above will be included in the standard per hour Heavy Duty Tow rate unless itemized separately on the proposal sheet. Justification for any increase in service fees or hourly charges will be reviewed for necessity before payment is approved. Any extra hours billed or extra fees submitted for use of additional equipment must be justified in writing with the invoice.

6.11.8 **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, 2011 edition or newer, GPS Mapping, 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" and a pintle hook;
- 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 Contractor's and Fleet Tow Dispatcher at all times. Such equipment shall be approved and licensed in accordance with federal law; and
- q) Any other equipment required by state and federal law for the safe operation of a tow truck.

6.12 **INSPECTION, REPAIR & MAINTAINENCE**

Tow trucks used in the commission of this Contract shall show evidence of having passed a semi-annual safety inspection. The California Highway Patrol or other acceptable and equivalent organizations may conduct this inspection. No tow truck shall be approved for operation under the conditions of this Contract unless such truck meets the equipment standards set forth in this Contract and is owned by or is under the exclusive control of the Contractor by means of a lease or other



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documented rental agreement. All tow trucks used in the performance of this Contract shall be maintained at a general level of good condition, which includes:

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

6.12.1 INSPECTION

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

6.12.2 MAINTENANCE OF FACILITIES

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

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

6.12.3 PRE-TRIP INSPECTION

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



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6.13 EQUIPMENT

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

Vehicle Type	License Plate #	Vehicle Identification #

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

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



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6.14 SUPPLEMENTAL INSURANCE REQUIREMENTS

The insurance provisions in the Proforma Agreement (Attachment G) shall be supplemented with the following:

- a) Garage Keepers Liability in the amount of \$100,000.
- b) 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,
- c) 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.

6.15 TOWING PROCEDURES

The Fleet Tow Dispatcher shall dispatch all tow requests, and all tows shall be performed in a safe and legal manner. The Contractor 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 Contractor 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.

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 Contractor 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.

6.16 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 Contractor 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 Contractor 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 (562) 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.

6.17 FLEET TOW STORAGE REPORT

The Contractor shall prepare a Fleet Tow Storage Report form (Exhibit A) for every towed vehicle, and the required information for this report shall be obtained immediately upon arrival at the tow scene or immediately after a vehicle is taken into the Contractor's possession. Such inventory shall include all personal effects and property of value visible on or inside the towed vehicle. A Fleet Tow Storage Report shall be included with all Contractor invoices to qualify for payment.



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6.18 PROPERTY REMOVAL

The Contract tow operator may not remove property from a vehicle. Should the operator notice any property of value, he/she shall notify the Fleet Tow Dispatcher immediately upon arrival at the City's Tow Yard to protect such property from theft or loss.

6.19 SERVICE REQUEST TYPES

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

- 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 or City leased 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 the use of a motorcycle trailer.
- f) **Scheduled Tow.** A tow that is scheduled in advance, and does not require a specific arrival time.

6.20 CANCELLED TOW REQUESTS

- a) **Tows Gone On Arrival (GOA).** If a tow request vehicle is gone when the Contractor arrives to perform a tow, the Contractor tow driver/operator shall immediately notify Fleet Tow Dispatch.
- b) **Cancelled Calls/(1022's).** A tow request may only be cancelled by the Fleet Tow Dispatcher or the Impounding Officer. The Contractor or its employees do not have the authorization to cancel calls for service.
- 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 Contractor, will be accepted or paid by the City, as this practice is considered "a cost of doing business" in the towing industry. Any and all costs incurred from cancelled tows shall be included in the proposal price for completed tow requests.

6.21 FULL SERVICE

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

The dispatch office shall have a live person available to communicate directly and verbally with all tow drivers and Fleet Tow Dispatch and/or the LBPD



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- Communications Center, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year, including weekends and holidays.
- 6.22 **24-HOUR DISPATCH**
A live person dispatcher and tow personnel shall be "on duty" at all times including all national holidays and City recognized holidays. The Contractor's dispatch office shall have the ability to communicate directly and verbally, via telephone or radio, with all tow drivers and the Fleet Tow Dispatch office twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, including weekends and holidays.
- 6.23 **STANDBY & RECOVERY PAY**
"Standby" and "recovery" pay are one and the same, and will begin at the time of the Fleet Tow request. Fleet Tow Dispatch or the Contract Administrator must authorize all standby pay. The payment rate will depend on the equipment required to perform the tow or recovery, and shall be paid at that hourly tow rate. The Contract tow operator shall document and justify all hourly charges on the Fleet Tow Storage Report.
- 6.24 **SERVICE COST ADJUSTMENTS**
The time required to complete a standard tow request within the City should not exceed one (1) hour. Any charges for additional tow trucks, special equipment, or extra persons used during a vehicle recovery will require written justification, and the times of arrival (Ten Code Number 10-97), and departure (Ten Code Number 10-15) of the additional equipment or person. The Contractor shall notify Fleet Tow Dispatch if there is any delay or extension of billable hours and provide a written justification for the extra charges on the Fleet Tow Storage Report.
- 6.25 **DROP FEES**
Except when instructed by police or other impounding officers (i.e., parking enforcement, fire department, parks patrol, harbor patrol or marine patrol) to the contrary, if the vehicle owner or owner's agent returns to the vehicle after 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, (see Exhibit B for fee schedule), 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 is available on the city's web site and is subject to change at the City's discretion).
- 6.26 **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 Contractor shall deliver to the Contract Administrator an Employee and Equipment Report listing all owners, part owners, partners, business associates, principal parties, officers, directors, agents, employees or any other persons associated with the Contractor's performance of the Contract. This information shall contain the full names, dates of birth, and driver license numbers including legible copies of those persons' drivers' licenses. An



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asterisk shall denote additions or deletions from the previous month's list (*). If there are no changes from the original submission, the Contractor shall indicate this by writing, "no changes this reporting period" on the Employee and Equipment Report.

- b) The Contractor shall register with the Contract Administrator a list of all tow trucks and other towing equipment to be used in the performance of the Contract. The registration shall contain the license number, vehicle identification number (VIN), vehicle make and year, equipment type and inspection date of each piece of equipment to be used in the performance of this Contract. All trucks shall be registered to the owner of the company.
- c) The Contractor 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 Contractor or the Contractor's employees or agents, which is required by state law to be reported to the Department of Motor Vehicles. The Contract Administrator may consider the accident and the surrounding circumstances in reviewing future applications for a tow contract or in determining appropriate sanctions or remedies under this Contract.
- d) The Contractor shall inform the Contract Administrator within twenty-four (24) hours of the arrest, criminal charges, conviction or sentencing of any owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the Contractor's performance of this Contract for any criminal offenses including, but not limited to, theft, robbery, burglary, assault, drugs, prostitution, weapons, fraud, trafficking in stolen goods or any traffic crime, including but not limited to, driving under the influence of intoxicants, reckless driving, attempt to elude a police officer, leaving the scene of an injury accident or hit and run or any other offense related to the protection of the public interest.

6.27 **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 or 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.



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- 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 or Contract Administrator.
- i) The Contractor must not remove any abandoned vehicle without first being instructed to do so by an authorized officer.
- j) Towing any vehicle that is occupied by any person, except as specifically directed by an impounding officer.
- k) Charging for services not performed, creating duplicate charges for the same service or charging any fee in excess of those permitted under the Contract.
- l) Causing damage to the persons or property of others while performing under the Contract.
- m) Making any false statements of material fact or omitting disclosure of material fact in the performance of this Contract.
- n) Possession of any firearm or illegal weapon during performance of this Contract.
- o) 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.
- p) 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.
- q) 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.
- r) 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.
- s) Operating any vehicle or other equipment in a careless, reckless or negligent manner, or operating a towing vehicle during the commission of a crime.
- t) 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.
- u) Requiring any vehicle owner/owner's agent to make any statement or sign any document relieving the Contractor from responsibility for the condition of the vehicle or its personal effects prior to the owner's/owner's agent's inspection of vehicle.
- v) Operating any towed vehicle, except as directed by a public safety officer or agent of Fleet Tow.
- w) Failing to pay all monies owed to the City by the end of the Contractor's employee's or agent's shift.
- x) Disseminating any unauthorized information to anyone, except as provided by this Contract, pertaining to information that involves the pursuit, apprehension



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and prosecution of criminals and/or is of a highly confidential or sensitive nature.

6.28 **AUTHORITY OF THE CONTRACT ADMINISTRATOR**

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

- a) Determine if the Awarded Contractor is in compliance with the Contract, and shall hear and investigate complaints regarding the performance of the Contractor.
- b) Determine and apply appropriate remedies for violations of the Contract.
- c) Determine the terms and content of the Contract between the City and the Awarded Contractor.
- 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 Contractor will be furnished with copies of such policies and directives. Such policies and directives will become part of and incorporated into this Contract and shall become effective as provided.
- 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 Contractor 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, 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.



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- i) The Contract Administrator acting with the City, reserves the right to renew this Contract taking into consideration the following criteria has been met.
 - Timely submission of all required monthly reports and billing summary
 - Successful inspection of equipment and facilities
 - Successful Certification of all Contractors employees
 - Response for tow requirements of a minimum of 80% of calls
- j) 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.

6.29 **METHOD OF CORRECTIVE ACTION**

The Contractor agrees that upon notification by the Contract Administrator that the Contractor has breached this Contract and failed to cure the breach within thirty (30) days, the City may terminate this Contract or impose any available remedies, including the remedies listed below in lieu of termination. Imposition of any of the remedies provided by this section and/or Attachment #4 shall not limit the City's ability to use any other remedies available by law. All imposed deductions will be re-documented, itemized and attached to the monthly payment for services rendered as a receipt to the Contractor. Deductions will be made directly from the monthly billing summary total of the amount payable to the Contractor. A Contractor disputing any deduction may request a review by the Accident Investigation Division (AID) of the Long Beach Police Department. This division of the Police Department oversees City Tow activities and policy application as it applies to the California Vehicle Code, LBPD policies, City of Long Beach policies and City municipal codes. In addition, the AID acts as an arbitrator to review discrepancies and/or complaints as they relate to the Fleet Services Towing/Lien Sales Division. The action above shall not be construed as a penalty but as adjustment of payment to the Contractor to recover a portion of City costs due to the failure of the Contractor to complete or comply with the provisions of the Contract.



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6.30 DEDUCTIONS

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

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
17	Failure to maintain LBPD Towing Permit ID Card	\$25.00 per employee, per expired permit day

6.31 CONTRACT TERMINATION

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

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

The Contractor will conduct business and operate in an honest, forthright, and professional manner. Any instance of willful fraud or intent to deceive the City or its agents in the course of this Contract award or the failure to continually comply with the requirements listed in the Capacity Section of this Contract, will result in a summary Contract suspension and/or termination.



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6.32 FIELD RELEASE

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

6.33 PAYMENT REQUIREMENTS

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

6.34 BILLING

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

6.35 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.

6.36 DISPUTES

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

6.37 DAMAGE CLAIMS

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



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6.38 DAMAGE TO REAL PROPERTY

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

6.39 ENTRUSTMENT

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

6.40 LEGAL STATUTES & MUNICIPAL CODES

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

- a) California Department of Occupational Safety & Health, (OSHA).
- b) California Department of Motor Vehicles, (DMV).
- c) California Highway Patrol, (CHP).
- d) County of Los Angeles.
- e) City of Long Beach.
- f) Long Beach Police Department.
- g) Long Beach Fire Department.
- h) Certified Unified Program Agencies (CUPA)

6.41 RECORDS

The Contractor 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 Contractor to locate and/or provide a written report of storage or tow by:

- Vehicle by incident number only.
- Vehicle by license number only.
- Vehicle by the make, color, date or location of tow.

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

Contractor agrees to permit the City of Long Beach's authorized representative (including auditors from a private auditing firm hired by the City) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the



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contract including, but not limited to, the costs of administering the contract. The City will provide reasonable notice of such audit or inspection. The City reserves the right to audit and verify the Contractor's records before payment is made.

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

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

7. **WARRANTY/MAINTENANCE AND SERVICE** N/A

8. **COMPANY BACKGROUND AND REFERENCES**

8.1 **REFERENCES**

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

8.2 **SUBCONTRACTOR INFORMATION**

8.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

8.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

8.2.1.2 Provide the same information for any subcontractors as is indicated in Section 8.1 for the Contractor as primary contractor.

8.2.1.3 References as specified in Section 8.3 below must also be provided for any proposed subcontractors.

8.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

8.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.



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8.2.1.6 The agreement is personal to the Contractor and so may not be assigned or transferred in whole or in part, or subcontracted, without the written prior approval of the City.

8.3 BUSINESS LICENSE

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to www.longbeach.gov/finance/business_license.

9. COST

Contractor shall propose a commission rate to be paid to the City.

10. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE N/A

11. TERMS, CONDITIONS AND EXCEPTIONS

- 11.1 This contract will be for a period of 24 months with two annual renewal options at the option of the city. The contract term will not exceed 48 months total.
- 11.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 11.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 11.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 11.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 11.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 11.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 11.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.



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- 11.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 11.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.
- 11.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 11.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 11.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 11.17 The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 11.18 The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 11.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 11.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will



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disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

- 11.21 The City will not be liable for Federal, State, or Local excise taxes.
- 11.22 Execution of Attachment G of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment H contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 11.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 11.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 11.26 Contractors are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the **Equal Benefits Ordinance**. Contractors shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

All Contractors shall complete and return, with their proposal, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Contractors do not need to submit with their proposal supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the Contractor is selected for award of a contract.



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ATTACHMENT A

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions **MUST** be documented.

YES _____ NO _____ SIGNATURE _____

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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ATTACHMENT B

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a sham proposal and the Contractor has not in any manner sought by collusion to secure for himself or herself an advantage over any other Contractor.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



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ATTACHMENT C

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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ATTACHMENT D

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/CONTRACTOR INFORMATION

Name: _____ Federal Tax ID No. _____

Address: _____

City: _____ State: _____ ZIP: _____

Contact Person: _____ Telephone: _____

Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Contractor has no employees. ____ Yes ____ No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? ____ Yes ____ No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? ____ Yes ____ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
____ Yes ____ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
____ Yes ____ No (If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/Contractor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Contractor submits evidence of taking reasonable measures to comply with the EBO; or



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_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/Contractor's infrastructure, not to exceed three months; or

_____ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

_____ Yes _____ No.

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this _____ day of _____, 20_____, at _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____



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ATTACHMENT E

SMALL BUSINESS ENTERPRISES (SBE)/VERY SMALL BUSINESS ENTERPRISES (VSBE), LOCAL SMALL BUSINESS ENTERPRISES (LSBE)

PROGRAM PROCEDURES AND GOALS

The City has established a Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Local Small Business Enterprise (LSBE) Program to encourage small business participation on City-wide contracts and procurements. The goal of the Program is to award a portion of the City's annual contracting and procurement dollars to SBEs and VSBEs. The City meets this goal by establishing SBE/VSBEL/LSBE subcontracting goals on applicable contracts, and by encouraging SBEs, VSBEs, LSBEs to bid and submit quotes as primes. SBE participation instructions can be downloaded on our website at www.longbeach.gov/purchasing/sbe.asp. **There will be a combined SBE/VSBEL/LSBE goal of 5% on this contract.**

The City's online bidding database, facilitates the City's effort to meet the annual SBE/VSBEL/LSBE goal. All bidders/Contractors (large and small) are strongly encouraged to register in the City's online bidder's database. Small businesses must apply for SBE certification via the database in order to receive SBE, VSBE or LSBE status for this or any future procurement. To register, log on to www.longbeach.gov/purchasing and click on "Bidder Registration." To apply for SBE certification, answer "Yes" to the following question on the online Contractor registration site: "Would you like to be SBE certified by the City of Long Beach as a Small Business Enterprise?"

SBE eligibility is determined utilizing federal U.S. Small Business Administration (SBA) size standards based on North American Industrial Classification System (NAICS) codes. VSBE eligibility is determined utilizing criteria consistent with the State of California's Department of General Services' "micro-business" designation: contractors, consultants, and Contractors with gross annual receipts, averaged over the past three tax years, of \$3.50 million or less, or small business manufacturers with 25 or fewer employees. LSBE eligibility is determined by having a current, valid business license from the City and a seller's permit showing a place of business within City limits and meet the SBE requirements. T

Registration and certification are free to all businesses. As a registrant, you will receive e-notifications of contracting and procurement opportunities that match the product and service codes you selected at the time of registration. As a certified SBE, you will also be included in the online SBE/VSBEL/LSBE directory.

To learn more about the City's SBE Program, please visit <http://www.longbeach.gov/purchasing/sbe.asp>.



COLB FORM SBE-2PD: SBE/VSBE/LSBE COMMITMENT PLAN FOR PRODUCTS/SUPPLIES CONTRACTS

SECTION 1

ATTACHMENT E

Project Name:		Date:	
VENDOR:		Prime Contract \$ Amount:	
Estimated \$ Value of Vendor's Participation:		Estimated % of Vendor's Participation:	
Estimated \$ Value of SBE Participation:		Estimated SBE % of Vendor's Contract \$ Amount:	
Estimated \$ Value of VSBE Participation:		Estimated VSBE % of Prime Contract \$ Amount:	
Estimated \$ Value of LSBE Participation:		Estimated LSBE % of Prime Contract \$ Amount:	

SECTION 2 (please refer to instructions on page 2)

Business Name, City, State, Contact Person, Phone #	Indicate "SBE", "VSBE" or LSBE	Indicate if 1 st Tier Sub, Lower Tier Sub, Vendor or Supplier	Contract With	Brief Description of Work	\$ Value of Subcontract, Materials or Services	% of Total Prime Contract Value
<i>Ex #1: ABC Land Surveyors Long Beach, CA Mr. Joe Smith, (562) 555-1212</i>	<i>LSBE</i>	<i>1st tier sub</i>	<i>XYZ Prime Consultant</i>	<i>Land surveying</i>	<i>\$100,000</i>	<i>20%</i>
<i>Ex #2: Tom's Survey Supplies Long Beach, CA Mr. Tom Jones, (562) 555-1313</i>	<i>VSBE</i>	<i>Supplier</i>	<i>ABC Land Surveyors</i>	<i>Surveying supplies</i>	<i>\$5,000</i>	<i>1%</i>
<i>Ex #3: Banana Blueprints Irvine, CA Mrs. Diane Tomas, (562) 555-1313</i>	<i>SBE</i>	<i>Supplier</i>	<i>XYZ Prime Consultant</i>	<i>Blueprint Supplies</i>	<i>\$10,000</i>	<i>2%</i>

Completed by: Prime Consultant Contact (please print or type)

Phone #

Signature

Date

Email

**INSTRUCTIONS FOR COLB FORM SBE-2PD:
SBE/VSBE/LSBE COMMITMENT PLAN FOR PRODUCTS/SUPPLIES CONTRACTS**

SECTIONS 1 AND 2 ARE TO BE COMPLETED BY THE PRIME CONTRACTOR.

INSTRUCTIONS FOR SECTION 2:

1. List all SBE/VSBE/LSBE, vendors, suppliers, and other businesses that will render materials or services under this contract amendment. Only list SBEs/VSBEs/LSBEs.
2. If the prime vendor is an SBE/VSBE/LSBE, list the prime vendor first.
3. For a firm to be counted toward meeting the SBE/VSBE/LSBE goals, the firm must be SBE certified on the City's online vendor database (*BidsOnLine*) accessible from the SBE/VSBE/LSBE Program page of the City's website (www.longbeach.gov/purchasing/sbe.asp).
4. The City does NOT issue VSBE certifications; VSBE eligibility will be reviewed and determined upon submittal of the Commitment Plan.
5. The vendor must verify the current eligibility status of each SBE/VSBE/LSBE, prior to listing the firm(s) on the Commitment Plan, by:
 - a. locating the SBE/VSBE/LSBE on the City's website at (www.longbeach.gov/purchasing/sbe.asp).
 - b. contacting the City's SBE Program staff to verify SBE/VSBE/LSBE status.
6. Lower tier SBE/VSBE/LSBE subcontractors and SBE/VSBE/LSBE vendors/suppliers rendering materials or services to lower tier subcontractors must also be listed to receive participation credit. **See examples listed in the table in Section 2.**
7. The City reserves the right to request proof of payment from the prime contractor/subcontractor to the lower tier sub/vendor/supplier prior to contract close-out.
8. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST be SBE certified for the materials/services that they will be rendering for the contract.**
9. **All SBEs/VSBEs/LSBEs, regardless of tier, MUST provide materials/services directly applicable to the contract.**
10. When listing the total dollar value of each SBE/VSBE/LSBE subcontract, materials or services provided, the prime contractor shall subtract payments made for any indirect or non-applicable materials/ services.
11. Use multiple copies of this form if necessary.



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ATTACHMENT F

COMPLIANCE WITH THE FORBIDDEN ACTIVITIES

Please mark YES / NO for compliance

FORBIDDEN ACTIVITY DESCRIPTION	COMPLY	
	YES	NO
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 or 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 or Contract Administrator.		
i) The Vendor must not remove any abandoned vehicle without first being instructed to do so by an authorized officer.		
j) Towing any vehicle that is occupied by any person, except as specifically directed by an impounding officer.		
k) Charging for services not performed, creating duplicate charges for the same service or charging any fee in excess of those permitted under the Contract.		
l) Causing damage to the persons or property of others while performing under the Contract.		
m) Making any false statements of material fact or omitting disclosure of material fact in the performance of this Contract.		
n) Possession of any firearm or illegal weapon during performance of this Contract.		
o) 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.		
p) 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.		



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FORBIDDEN ACTIVITY DESCRIPTION	COMPLY	
	YES	NO
q) 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.		
r) 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.		
s) Operating any vehicle or other equipment in a careless, reckless or negligent manner, or operating a towing vehicle during the commission of a crime.		
t) 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.		
u) Requiring any vehicle owner/owner's agent to make any statement or sign any document relieving the Vendor from responsibility for the condition of the vehicle or its personal effects prior to the owner's/owner's agent's inspection of vehicle.		
v) Operating any towed vehicle, except as directed by a public safety officer or agent of Fleet Tow.		
w) Failing to pay all monies owed to the City by the end of the Vendor's employee's or agent's shift.		
x) 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.		



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ATTACHMENT G

Pro-forma (Sample) Agreement

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]

ATTACHMENT G – PRO-FORMA AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of _____, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on _____, 20__, by and between (NAME OF CONSULTANT), a (STATE) corporation/limited liability company etc ("Consultant"), with a place of business at (ADDRESS), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with (SCOPE OF WORK ETC.) ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant 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. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed _____ Dollars (\$ _____), at the rates or charges shown in Exhibit "A".

B. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business

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

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1 hours and provided that milestones for performance, if any, are met.

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

16 D. Consultant represents that Consultant has obtained all
17 necessary information on conditions and circumstances that may affect its
18 performance and has conducted site visits, if necessary.

19 E. CAUTION: Consultant shall not begin work until this
20 Agreement has been signed by both parties and until Consultant's evidence of
21 insurance has been delivered to and approved by City.

22 2. TERM. The term of this Agreement shall commence at midnight on
23 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless
24 sooner terminated as provided in this Agreement, or unless the services or the Project is
25 completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's
28 representative, if any, named in Exhibit "B", attached to this Agreement and

1 incorporated by this reference. Consultant shall advise and inform City's
2 representative of the work in progress on the Project in sufficient detail so as to
3 assist City's representative in making presentations and in holding meetings on
4 the Project. City shall furnish to Consultant information or materials, if any,
5 described in Exhibit "C", attached to this Agreement and incorporated by this
6 reference, and shall perform any other tasks described in the Exhibit.

7 B. The parties acknowledge that a substantial inducement to City
8 for entering this Agreement was and is the reputation and skill of Consultant's key
9 employee, _____. City shall have the right to approve any person
10 proposed by Consultant to replace that key employee.

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

24 5. INSURANCE.

25 A. As a condition precedent to the effectiveness of this
26 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
27 duration of this Agreement, from insurance companies that are admitted to write
28 insurance in California and have ratings of or equivalent to A:V by A.M. Best

1 Company or from authorized non-admitted insurance companies subject to
2 Section 1763 of the California Insurance Code and that have ratings of or
3 equivalent to A:VIII by A.M. Best Company, the following insurance:

4 (a) Commercial general liability insurance (equivalent in scope to
5 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
6 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
7 coverage shall include but not be limited to broad form contractual liability,
8 cross liability, independent contractors liability, and products and
9 completed operations liability. City, its boards and commissions, and their
10 officials, employees and agents shall be named as additional insureds by
11 endorsement (on City's endorsement form or on an endorsement
12 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
13 this insurance shall contain no special limitations on the scope of
14 protection given to City, its boards and commissions, and their officials,
15 employees and agents. This policy shall be endorsed to state that the
16 insurer waives its right of subrogation against City, its boards and
17 commissions, and their officials, employees and agents.

18 (b) Workers' Compensation insurance as required by the California
19 Labor Code and employer's liability insurance in an amount not less than
20 \$1,000,000. This policy shall be endorsed to state that the insurer waives
21 its right of subrogation against City, its boards and commissions, and their
22 officials, employees and agents.

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

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

28 B. Any self-insurance program, self-insured retention, or

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deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

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

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

E. Consultant shall require that all subconsultants or contractors that Consultant uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Consultant shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Consultant and Consultant's subconsultants and

1 contractors, at any time. Consultant shall make available to City's Risk Manager
2 or designee all books, records and other information relating to this insurance,
3 during normal business hours.

4 G. Any modification or waiver of these insurance requirements
5 shall only be made with the approval of City's Risk Manager or designee. Not
6 more frequently than once a year, City's Risk Manager or designee may require
7 that Consultant, Consultant's subconsultants and contractors change the amount,
8 scope or types of coverages required in this Section if, in his or her sole opinion,
9 the amount, scope or types of coverages are not adequate.

10 H. The procuring or existence of insurance shall not be
11 construed or deemed as a limitation on liability relating to Consultant's
12 performance or as full performance of or compliance with the indemnification
13 provisions of this Agreement.

14 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
15 contemplates the personal services of Consultant and Consultant's employees, and the
16 parties acknowledge that a substantial inducement to City for entering this Agreement
17 was and is the professional reputation and competence of Consultant and Consultant's
18 employees. Consultant shall not assign its rights or delegate its duties under this
19 Agreement, or any interest in this Agreement, or any portion of it, without the prior
20 approval of City, except that Consultant may with the prior approval of the City Manager
21 of City, assign any moneys due or to become due Consultant under this Agreement. Any
22 attempted assignment or delegation shall be void, and any assignee or delegate shall
23 acquire no right or interest by reason of an attempted assignment or delegation.
24 Furthermore, Consultant shall not subcontract any portion of its performance without the
25 prior approval of the City Manager or designee, or substitute an approved subconsultant
26 or contractor without approval prior to the substitution. Nothing stated in this Section
27 shall prevent Consultant from employing as many employees as Consultant deems
28 necessary for performance of this Agreement.

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

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

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

22 10. TERMINATION. Either party shall have the right to terminate this
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
24 prior notice to the other party. In the event of termination under this Section, City shall
25 pay Consultant for services satisfactorily performed and costs incurred up to the effective
26 date of termination for which Consultant has not been previously paid. The procedures
27 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of
28 termination, Consultant shall deliver to City all Data developed or accumulated in the

1 performance of this Agreement, whether in draft or final form, or in process. And,
2 Consultant acknowledges and agrees that City's obligation to make final payment is
3 conditioned on Consultant's delivery of the Data to City.

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

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

19 13. ADDITIONAL COSTS AND REDESIGN.

20 A. Any costs incurred by City due to Consultant's failure to meet
21 the standards required by the scope of work or Consultant's failure to perform fully
22 the tasks described in the scope of work which, in either case, causes City to
23 request that Consultant perform again all or part of the Scope of Work shall be at
24 the sole cost of Consultant and City shall not pay any additional compensation to
25 Consultant for its re-performance.

26 B. If the Project involves construction and the scope of work
27 requires Consultant to prepare plans and specifications with an estimate of the
28 cost of construction, then Consultant may be required to modify the plans and

1 specifications, any construction documents relating to the plans and specifications,
2 and Consultant's estimate, at no cost to City, when the lowest bid for construction
3 received by City exceeds by more than ten percent (10%) Consultant's estimate.
4 This modification shall be submitted in a timely fashion to allow City to receive new
5 bids within four (4) months after the date on which the original plans and
6 specifications were submitted by Consultant.

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

10 15. LAW. This Agreement shall be governed by and construed pursuant
11 to the laws of the State of California (except those provisions of California law pertaining
12 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
13 regulations of and obtain all permits, licenses and certificates required by all federal, state
14 and local governmental authorities.

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

18 17. INDEMNITY. Consultant shall, with respect to services performed in
19 connection with this Agreement, indemnify and hold harmless City, its Boards,
20 Commissions, and their officials, employees and agents (collectively in this Section,
21 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
22 causes of action, proceedings, penalties, costs and expenses (including attorney's fees,
23 court costs, and expert and witness fees) (collectively "Claims" or individually "Claim")
24 arising, directly or indirectly, in whole or in part, out of any negligent act or omission of
25 Consultant, its officers, employees, agents, sub-consultants or anyone under
26 Consultant's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor,
27 misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of
28 Indemnitor relating in any way to workers' compensation. Independent of the duty to

1 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend
2 City and shall continue this defense until the Claim is resolved, whether by settlement,
3 judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on
4 the part of Indemnitor shall be required for the duty to defend to arise. Consultant shall
5 notify City of any Claim within ten (10) days. Likewise, City shall notify Consultant of any
6 Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant at
7 Consultant's sole expense, as may be reasonably requested, in the defense.

8 18. AMBIGUITY. In the event of any conflict or ambiguity between this
9 Agreement and any Exhibit, the provisions of this Agreement shall govern.

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

13 20. NONDISCRIMINATION.

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

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out
27 this policy in its use of subconsultants and contractors to the fullest extent
28 consistent with the efficient performance of this Agreement. Consultant may rely

1 on written representations by subconsultants and contractors regarding their
2 status. City's policy is attached as Exhibit "D" to this Agreement. Consultant shall
3 report to City in May and in December or, in the case of short-term agreements,
4 prior to invoicing for final payment, the names of all subconsultants and
5 contractors hired by Consultant for this Project and information on whether or not
6 they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
7 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

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

16 22. COPYRIGHTS AND PATENT RIGHTS.

17 A. Consultant shall place the following copyright protection on all
18 Data: © City of Long Beach, California _____, inserting the appropriate year.

19 B. City reserves the exclusive right to seek and obtain a patent
20 or copyright registration on any Data or other result arising from Consultant's
21 performance of this Agreement. By executing this Agreement, Consultant assigns
22 any ownership interest Consultant may have in the Data to City.

23 C. Consultant warrants that the Data does not violate or infringe
24 any patent, copyright, trade secret or other proprietary right of any other party.
25 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
26 and employees harmless from any and all claims, demands, damages, loss,
27 liability, causes of action, costs or expenses (including reasonable attorney's fees)
28 whether or not reduced to judgment, arising from any breach or alleged breach of

1 this warranty.

2 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
3 that Consultant has not employed or retained any entity or person to solicit or obtain this
4 Agreement and that Consultant has not paid or agreed to pay any entity or person any
5 fee, commission or other monies based on or from the award of this Agreement. If
6 Consultant breaches this warranty, City shall have the right to terminate this Agreement
7 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
8 from payments due under this Agreement or otherwise recover the full amount of the fee,
9 commission or other monies.

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

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

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

27 27. ADVERTISING. Consultant shall not use the name of City, its
28 officials or employees in any advertising or solicitation for business or as a reference,

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

1 without the prior approval of the City Manager or designee.

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

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

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

11 (NAME OF CONSULTANT)
12 _____, 20____ By _____

13 _____
14 Type or Print Name

15 _____, 20____ By _____

16 _____
17 Type or Print Name

18 "Consultant"

19 CITY OF LONG BEACH, a municipal
20 corporation

21 _____, 20____ By _____

22 City Manager

23 "City"

24 This Agreement is approved as to form on _____, 20____

25 ROBERT E. SHANNON, City Attorney

26 By _____

27 Deputy

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City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

EXHIBIT A

City of Long Beach – Department of Financial Management – Fleet Services Bureau - Towing/Lien Sales Division

FLEET TOW STORAGE REPORT

Fleet Tow Dispatch Number _____ DR # _____

Vehicle On Police Hold - Yes / No Fingerprints Requested - Yes / No

Year _____ Make _____ Model _____ Color _____

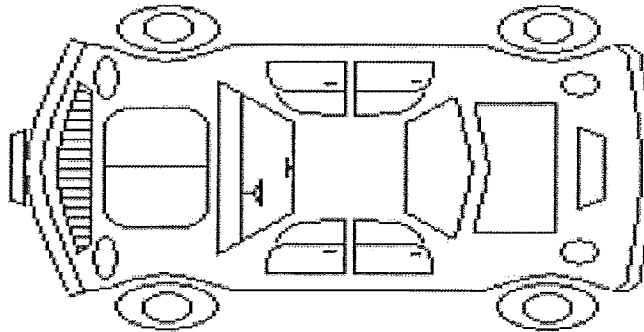
Lic. State _____ Lic # _____ Exp. Date ____/____/____

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
 LM-05 - 8/1/04

Towing Contractors -



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

EXHIBIT B

Towing/Lien Sales Division Service Fee Schedule

[Included is the most recent fee schedule, which is subject to change at the City's discretion. May view the following link for the most recent copy of the fee schedule http://www.longbeach.gov/finance/fees_and_charges/default.asp.]

TOWING / LIEN SALES DIVISION - FY-2013 - SERVICE FEE SCHEDULE

TOWING SERVICE

Basic Tow Rate - Light Class: Vehicles <= 9,000 lbs. GVWR	Basic tow for motorcycles, vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,000 lbs. or less.	\$155	Minimum charge; prorated after 1st hour
Basic Tow Rate - Medium Class: Vehicles 9,001 lbs. - 26,000 lbs GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,001 lbs. through 26,000 lbs.	\$185	Minimum charge; prorated after 1st hour
Basic Tow Rate - Heavy Class: Vehicles >= 26,001 lbs. GVWR	Basic tow for vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 26,001 lbs. or more, and/or any vehicle or trailer equipped with air brakes.	\$239	Minimum charge; prorated after 1st hour
Drop Fee - Light Class: Vehicles <= 9,000 lbs. GVWR	Vehicle is detached from tow truck and returned to owner in the field. For vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,000 lbs or less.	\$75	Minimum charge; prorated after 1st hour
Drop Fee - Medium Class: Vehicles 9,001 lbs. - 26,000 lbs. GVWR	Vehicle is detached from tow truck and returned to owner in the field. For vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 9,001 lbs. through 26,000 lbs.	\$90	Minimum charge; prorated after 1st hour
Drop Fee - Heavy Class: >= 26,001 lbs. GVWR	Vehicle is detached from tow truck and returned to owner in the field. For vehicles or trailers with a GVWR (Gross Vehicle Weight Rating) of 26,001 lbs. or more, and/or any vehicle or trailer equipped with air brakes.	\$230	Minimum charge; prorated after 1st hour
Mileage Outside The City	When the tow truck is required to travel outside the City limits. Fee must be in whole dollars.	\$7.00	Mile
Scheduled Delivery Tow	Delivery of a vehicle from a storage facility to another location; scheduled in advance.	\$90	Minimum charge; prorated after 1st hour
15 Day Lien	Filing lien sale request document with DMV and document preparation after receipt of approval of DMV approval of lien sale request and authorization for the sale of the vehicle. Fee established by California Civil Code 3074.	\$70	Vehicle
30 Day Lien	Filing lien sale request document with DMV and document preparation after receipt of DMV approval of lien sale request and authorization for the sale of the vehicle. Fee established by California Civil Code 3074.	\$70	Vehicle
90 Day Lien - Initial	Filing initial lien sale request document with DMV. (50% of total fee) Fee established by California Civil Code 3074.	\$50	Vehicle
90 Day Lien - Completed	Final document preparation after receipt of DMV approval of lien sale request and authorization for the sale of the vehicle. (Remaining 50% of total fee) Fee established by California Civil Code 3074.	\$50	Vehicle

AUCTION PROCESS			
Vehicle Title Processing Fee	Fee to process titles to vehicles voluntarily surrendered by their owners	\$25.00	Vehicle surrendered without DMV title
Key Return Fee	Purchase of existing keys for vehicles sold at lien sale auctions.	\$26 per existing key	One key per vehicle
Standard Key Production Fee	Create standard keys for vehicles sold at lien sale auctions, or in other instances where vehicle keys have been lost or misplaced.	\$66 per standard key	One (standard) vehicle key
Electronic Key Production Fee	Create electronic keys for vehicles sold at lien sale auctions, or in other instances where electronic vehicle keys have been lost or misplaced.	\$168 per key	One electronic key per vehicle
Duplicate Lien Sale Documents	Customer requested Lien Sale registration document package replacement.	\$55	Vehicle
Bidder Card Fee	Bidder is charged a fee for an auction Bidder Card	\$20	Card
Lost Bidder Card Fee	Customer fails to return assigned auction Bidder Card.	\$6.00	Vehicle
Long Lien Auction Vehicle Purchase Deposit	Customers must provide a non-refundable deposit to cover the storage cost of the (state required) 10 day Long Lien waiting period.	\$480	Vehicle
Archive Files Research	Retrieval of Towing / Lien from storage.	\$23	Vehicle
SECURED STORAGE			
Vehicle Storage - Standard: 20 feet long or less.	Storage of vehicles measuring 20 feet long or less.	\$48	Day
Vehicle Storage - Large: 21 Feet or more.	Storage of vehicles measuring 21 feet or longer.	\$55	Day
Motorcycle Storage	Storage of motorcycles.	\$27	Day
TOWING MISCELLANEOUS FEES			
Hazardous Materials	Disposal of hazardous waste collected by tow driver. (Usually spilled fuel or oil.)	\$55	Vehicle
Labor Required At Scene	Other staff at scene in addition to the tow truck driver and when additional staff does not drive a vehicle to the scene.	\$65	Hour
After Hours Vehicle / Property Release	Release of a vehicle or property out of the storage yard after posted business hours.	\$59	Vehicle
Impounding Agency Administrative Fee	Covers administrative costs and labor involved in inspecting and reporting condition of vehicles towed.	\$33	Vehicle
Vehicle Impound Notification	Certified notification to legal (bank, individual, business, etc.) and registered owner (individual, business, etc.) when a vehicle has been impounded. Notification required within 48 hours.	\$22	Record
Police Release - Unlicensed Driver	Covers police investigation and labor when an unlicensed driver's vehicle is impounded.	\$110	Vehicle
Parking Citation Processing Fee	Reimbursement of administrative costs to process parking citation payments at Towing & Lien Sales	\$10	Transaction

EXHIBIT "A-2"

Scope of Work/Services



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

City of Long Beach

Request For Proposal Number FS-13-023
 For

As Needed Vehicle Towing Services

Release Date: April 3, 2013
 Mandatory Pre-proposal Meeting: Wednesday, April 17, 2013 at 10:00AM
 Proposal Due Date: May 1, 2013 at 11:00 AM PDT

For additional information, please contact:

Renee Williams, Buyer, 562-570-6164
 This RFP is available in an alternative format by calling 562-570-6164

See Page 4, for instructions on submitting proposals.

Company Name A & E Towing Inc Contact Person Juan Rendon

Address 5440 Lincoln Ave City Cypress State CA Zip 90630

Telephone (714) 484-1985 Fax (714) 484-1965 Federal Tax ID No. [REDACTED]

Prices contained in this proposal are subject to acceptance within 60 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 4/30/13

Signed [Signature]

Print Name & Title Juan Rendon President

3. SCOPE OF PROJECT

3.2 Term

Price increase shall not exceed 5% during first extension period.

Price increase shall not exceed 5% during second extension period.

6.13 EQUIPMENT – SEE ATTACHED

Motor Carrier Permit – see attached



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

6.13 EQUIPMENT

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

Vehicle Type	License Plate #	Vehicle Identification #
See attached		

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

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

6.13 Equipment


			GVWR
2003 FORD 250 Super Duty VIN # 3FTNF20L13MB22779	Service Unit	7H17767	8,800
2006 FORD 650 VIN # 3FRWF65F36V320246	Flat Bed	8R37899	26,000
2007 FORD F250 VIN # 1FDNF205X7EB23258	Service Unit	8N25002	8,800
2008 Dodge 4500 VIN # 3D6WC66A98G221280	Wheel Lift	8R23196	16,000
2010 FORD F650 VIN # 3FRWX6FH6AV253339	Flat Bed	8V57575	26,000
2010 Dodge 4500 VIN # 3D6WC6EL5AG131245	Wheel Lift	8Z97830	16,000
2011 Ford F650 VIN # 3FRWX6FC7BV393339	Wheel Lift	52106B1	26,000
2011 Dodge 5500 VIN # 3D6WA7EL4BG551558	Wheel Lift	01698D1	19,500
2012 Dodge 5500 VIN # 3C7WDMDL3CG116080	Flat Bed	63005e1	19,500
2012 Dodge 5500 VIN # 3C7WDMDLXCG116044	Flat Bed	23530f1	19,500
2012 Toyota Tacoma Pre Runner VIN # 5TFTU4GN1CXO12986	Service Unit	42846d1	5,400
2012 Toyota Tacoma Pre Runner VIN # 5TFTU4GN8CXO16114	Service Unit	42845d1	5,400
2012 Ford F650 VIN # 3FRWF6FCOCV397625	Flat Bed	79470h1	25,500

DEPARTMENT OF MOTOR VEHICLES
 Registration Operations Division MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



09/10/2012

A & E TOWING INC
 5640 LINCOLN AVE
 CYPRESS, CA 90630

 MOTOR CARRIER PERMIT	
DEPARTMENT OF MOTOR VEHICLES Registration Operations Division P.O. BOX 932370 Sacramento, CA. 94232-3700 A & E TOWING INC 5640 LINCOLN AVE CYPRESS, CA 90630	Valid From: 09/07/2012 Valid Through: 08/31/2013
	CA#: 0220187 The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification: <p style="text-align: center;">For Hire Full Year Corporation</p>
Pmt Date: 09/07/2012	Office #: 154
Account #: 357379	Tech ID: KF
Sequence #: 0029	Amt Paid: \$473.00

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

EXHIBIT "B"

City's Representative:

Patti Mobile

(562) 570-5403

EXHIBIT "C"

Materials/Information Furnished: None