

**REQUEST FOR PROPOSALS**

**POLICE ORDERED TOWING & STORAGE SERVICES**

**RFP Release Date**

Thursday, July 18, 2024

**Proposal Submittal Deadline**

***Thursday, August 15, 2024, at 5:00 pm***

**Contact Person:**

Lieutenant James R. Chavez

City of South Gate

8650 California Avenue

South Gate, CA 90280

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(323) 383-2792

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# I. INTRODUCTION

The City of South Gate (“City”) is located approximately 7 miles southeast of downtown Los Angeles. The City contains 7.4 square miles of land area. The City has a population of approximately 94,500. The City was incorporated in 1923. The City is governed by a five-member City Council, elected at large to serve alternating four-year terms. The Council elects one Council Member annually to serve as the Mayor. The City operates under the Council and City Manager form of government. The City Manager is appointed by the City Council to administer municipal affairs.

In 2023, the City and the South Gate Police Department (“Police Department”) stored or impounded approximately 1700 vehicles. These vehicles were stored for a variety of reasons, including illegal parking, public nuisance, evidence, and enforcement of the California Vehicle Code provisions requiring impounding vehicles driven by unlicensed drivers. Between the years of 2021 to 2023, the South Gate Police Department averaged 2,484 tows per year.

The Police Department requires tow service in the exercise of its Police Powers necessary or appropriate for the general welfare of its residents. The City and the Police Department invite all qualified service providers to respond to this Request for Proposals (“RFP”).

The operator shall furnish towing and secure storage for vehicles seized, impounded, or otherwise caused to be removed from public or private property by the Police Department. Towing services shall include, but not be limited to, the removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary for towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or purposes as directed by Police Department personnel, and other impoundment of vehicles as directed by the Police Department.

The City desires to enter into a five (5)-year agreement with two (2) options to extend the Agreement for an additional (5) years per option, subject to City Council approval.

The City reserves the right to accept or reject any or all responses received in response to this RFP. The City also reserves the right to waive any informality, technical defect, clerical error, or irregularity in any response. The City’s potential award of an agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an agreement is awarded, it will be awarded to the Service Provider who, in the judgment of the City, has presented an optimal balance of relevant experience, price, quality of service, work history, and other factors which the City may consider relevant and important in determining which proposal is best for the City. Additionally, the City may, for any reason, decide not to award an agreement based on this RFP. The City reserves the right to cancel this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the response. The City reserves the right to negotiate deliverables and associated costs. Any costs associated with the preparation of the response to the RFP are the responsibility of the proposer.

# II. SUBMITTAL PROCEDURES/DEADLINE

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Proposals must be submitted electronically via email to the City Clerk’s Office at CCO@sogate.org no later than ***5:00 p.m. on Thursday, August 15, 2024***. Five (5) hard copies must also be delivered physically at the city clerk’s office no later than ***5:00 p.m. on Thursday, August 15, 2024***. The subject line should read **“Towing & Storage Services Proposal.”** Late proposals will not be considered. If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

# III. SCHEDULE

The tentative schedule for this RFP is as follows:

|  |  |
| --- | --- |
| **SCHEDULE**  |   |
| RFP Available Online  | Thursday, July 18, 2024 |
| Proposal Due Date  | Thursday, August 15, 2024 |
| Evaluation Period | August 20- August 30, 2024 |
| Council Action/ Approval of Contract  | September 17, 2024 |

The schedule above is tentative and subject to change at the discretion of the City, with appropriate notice to prospective proposers. Please check the South Gate website for the latest updates at <https://www.cityofsouthgate.org/Government/Departments/Community-Development/Economic-Development/Doing-Business-with-South-Gate/Bids-RFPs>.

All times are in Pacific Standard Time (PST).

# IV. TERMS AND CONDITIONS

**TOWING SERVICES EXCLUSIVE FRANCHISE AGREEMENT**

Upon conclusion of the RFP process, the Police Department will recommend a proposer to the City Council. The successful Service Providers will be required to enter into a Towing Services Exclusive Franchise Agreement (hereinafter “Agreement”) with the City. A copy of the City’s Agreement is attached and incorporated as **Exhibit “A”** as a sample for proposers to review the terms and conditions prior to submitting a proposal. The proposal process, agreement negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Proposers should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City’s needs and objectives and scope of work. The sample Agreement (**Exhibit “A”)** is not to be completed by proposers.

**GENERAL INSTRUCTIONS, TERMS AND CONDITIONS**

1. Proposals shall be prepared to simply and economically provide a straightforward, concise description of the Service Provider's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of City’s objectives.

1. Proposers shall carefully read the information contained in this RFP and shall submit complete responses to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and may be rejected in the City’s discretion. The submission of a response to this RFP shall be deemed a representation and certification by the Service Provider that it has read and understood the RFP, has investigated all aspects of the RFP, and is aware of the applicable facts pertaining to the RFP process, its procedures and requirements. No request for modification of the responses to this request shall be considered after its submission on grounds that the Service Provider was not fully informed as to any facts or condition.

1. Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP. Following the Proposal Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 7920.000 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers. All responses to the RFP received become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Service Provider as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary.” The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as nonresponsive.

1. Proposer shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP, including attorney costs. Whether or not a proposer is awarded an Agreement pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer’s participation in this RFP process. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the proposer, except that proposals that are untimely submitted to the City shall be returned to the proposer. Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.

1. The City operates and is funded on a fiscal year basis. Accordingly, the City reserves the right to terminate, without any liability, any Agreement for which funding is not available.

1. The City shall not be responsible for any verbal communication between any employee of the City and any proposer. Only written requirements and qualifications will be considered. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

1. Review of any posted addendum on the website link for this RFP must be acknowledged by the proposer in the cover. The proposer may simply state: “I have reviewed the addendums (if any) posted on the City’s website for the RFP, and submit the proposal subject to the addendum(s).

1. A proposal may be modified or withdrawn in person at any time before the scheduled due date, provided a receipt for the withdrawn proposal is signed by the proposer’s authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal. Proposals may not be withdrawn after the proposal closing date and each proposer agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before an agreement is awarded as further described below.

1. The City may, in the evaluation of proposals, request clarification from proposers regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.

1. By submitting a proposal in response to this RFP, the proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City.

1. Negotiations may be conducted with responsible proposers who submit proposals that are reasonably selected for consideration. All proposers reasonably selected for consideration based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview. Although this process will ultimately result in the award of a single agreement, the City reserves the right to negotiate an agreement with more than one proposer.

1. The City expects the highest level of ethical conduct from Service Providers, including adherence to all applicable laws and local ordinances regarding ethical behavior.

1. The City reserves the right to reject any and all proposals received as a result of this RFP. The City’s potential award of an Agreement will not be based on any single factor, nor will it be based solely or exclusively on the lowest cost proposal. If an Agreement is awarded, it will be awarded to the Service Provider who in the judgment of the City, has presented an optimal balance of relevant experience, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal(s) is best for the City. The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award an agreement.

1. If an agreement cannot be reached with the highest ranked Service Provider, City reserves the right to terminate negotiations with that party and enter negotiations with the next highest ranked Service Provider.

1. Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:
	* Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms, or conditions of this proposal;
	* Any attempt to improperly influence any member of the selection staff;
	* Existence of any lawsuit, unresolved contractual claim or dispute between proposer and the City;
	* Evidence of incorrect information submitted as part of the RFP;
	* Evidence of proposer’s inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
	* Proposer’s default under any agreement, which results in termination of the Agreement.
	* Reputation of the proposer which , in the sole discretion of the City, may reflect negatively on the City of the proposer were to be selected.

1. Acceptance of any proposal is contingent upon the proposer’s certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the City’s Municipal Code.

1. The successful Service Provider shall not discriminate, in any way, against any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, or any other protected classification in connection with or related to the performance of the Agreement.
2. The City has prepared the attached Proposer Forms to ascertain the qualifications of the responding proposers ("RFQ") Exhibit “B”. Each proposer must submit a responsive statement of qualifications using the attached forms. City staff may recommend one or more proposers in its sole discretion. The City reserves the right to increase the number of selected proposers at its sole discretion. All final selections will be subject to City Council approval.

1. Any questions or clarification related to the contents of the RFP must be submitted to Lieutenant James R. Chavez at least five (5) calendar days prior to the due date of proposals. Oral explanations or instructions given prior to the opening of the offer shall not be binding. The City shall issue any official Addendums in writing or via <https://www.cityofsouthgate.org/Government/Departments/Community-Development/Economic-Development/Doing-Business-with-South-Gate/Bids-RFPs> to all proposers.

COMMUNICATIONS DURING RFP PROCESS

In order to ensure that the decision-making in this very important RFP process is fully open to the public, all communications regarding this RFP should be made exclusively via email to Jchavez@sogate.org. Questions regarding exhibit A or exhibit B shall also be directed to Lt. James R. Chavez via email until the proposal due date.

NO CONTACT PERIOD WITH CITY COUNCIL MEMBERS

Proposers and their representatives are prohibited from contacting City Council members regarding matters related to this RFP, the award of the tow service agreement, and/or the related draft of the tow service agreement. Proposers and their representatives that contact City Council members after the City releases the RFP, and continuing throughout the no-contact period regarding this RFP process and contract award must disclose such contacts in their proposal, or within 24 hours of such contact, if after the proposal has been submitted. Proposers may have their proposals disqualified from consideration by review and action of the City Council. The “no-contact” period shall commence July 18, 2024, and end once the City staff report regarding the evaluation is first publicly posted on the City Council Regular Meeting Agenda by the City Clerk’s Office. The City Clerk will typically post its Regular Meeting Agenda on the Wednesday or Thursday prior to the City Council meeting**.** Thus, the Regular Meeting Agenda is likely to be posted by the City Clerk’s Office on or around September 11 or 12, 2024, prior to the September 17, 2024 City Council Regular Meeting when the proposals are scheduled to be considered by the City Council. These dates may be subject to change without notice, so the proposer is directed to check the City’s website for the posting of the agenda item by the City Clerk’s Office. This prohibition does not apply to any formal interviews, public hearings or agendized meetings in which City Council members or City personnel may participate.

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# V. SCOPE OF SERVICES

The selected Service Provider will provide the services as described in the Scope of Services identified below. Modifications of the Scope of Services through negotiation and/or by written addendum will be made a part of the future agreement.

The selected Service Provider agrees to provide the following services in accordance with industry standards and standards set by City needs.

**REQUIREMENTS**

1. Service Provider must be qualified to operate as a business within the State of California; and served as a provider of municipal towing for a period of at least ten (10) years.
2. Service Provider must have a current towing contract with the California Highway Patrol.
3. Service Provider must have a history and record of community involvement and support within their areas of service.
4. Service Provider, its officers, key managers and employees of their firm, including drivers, must demonstrate knowledge and familiarity with the California Vehicle Code, specifically, provisions relating to the services contemplated under this RFP, including but not limited to provisions of the California Vehicle Code relating to the safe and lawful towing, impoundment and secure storage of motor vehicles and the lawful operation of facilities where impounded vehicles are stored.
5. Service Provider must demonstrate its knowledge of City codes and procedures.
6. Service Provider must furnish towing and secure storage for vehicles seized, impounded or otherwise caused to be removed from public or private property by the Police Department. Towing services shall include, but not limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or purposes as directed by the Police Department personnel, other impoundment of vehicles as directed by the Police Department.
7. Service provider must operate a tow storage facility in the City. If the proposer does not have an established tow storage facility in the City, but has at least one facility elsewhere, the proposer must agree to and shall establish such facility in the City within twelve (12) months from commencement of the towing agreement. Failure to meet this requirement shall serve as a basis for an automatic termination of the towing service agreement, in the sole discretion of the City.
8. Service Provider must obtain and maintain all necessary licenses, permits, and certificates required by law for the conduct of the Service Provider’s activities, including a business license issued by the City.
9. Service Provider shall, at no charge to the City, provide emergency services for City vehicles within 50 miles of the City limits. This service shall be provided at all times including weekends and holidays. Emergency services shall include but are not limited to, tire changes, battery jump starts and towing of inoperable vehicles.

**SPECIFICATIONS:**

1. Tow Vehicle Classifications/Equipment:
	1. Service Provider shall use only tow vehicles that have been approved by the Police Department.
	2. At its expense, Service Provider must have the following equipment that conforms to California Highway Patrol’s Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of truck chassis[[1]](#footnote-1). The Service Provider’s vehicles must also be in compliance with the applicable provisions of the California Vehicle Code, applying to tow trucks (615 CVC), including but not limited to Sections 615, 21711, 24606, 25100, 27700, 27907, and all other regulations pertaining to lighting and safety equipment. Service Provider shall equip and maintain tow trucks in accordance with the provisions set forth in the California Vehicle Code and consistent with industry Standards & Practices.
	3. Service Provider must have a minimum of three (3) standard tow vehicles, 1-ton rating or greater with dual rear wheels and one flat bed tow vehicle always available.
	4. None of the vehicles shall be converted pickup trucks or vehicles not specifically built by manufacturer for towing other vehicles.
	5. Service Provider shall have access to either, through a sub-contract, or as an owner of equipment, a tow vehicle capable of towing large trucks (semi type).
	6. All tow vehicles shall have necessary communications equipment for radio transmission and reception and shall comply with FCC regulations and requirements. City frequencies shall not be used. Equipment shall be purchased and maintained solely at Service Provider’s expense.
	7. Each tow vehicle shall have a cable of sufficient size and capacity to retrieve vehicles that may have gone over embankments or off traveled portions of roadways and into inaccessible locations.
	8. The Police Department shall have the right to inspect all tow trucks annually. The Chief of Police or his designee may conduct additional inspections without notice to the Service Provider during regular business hours.
2. Tow Drivers:
	1. Service Providers shall ensure that only qualified and competent tow drivers respond to calls initiated by the Police Department. Tow drivers shall be at least 18 years of age and possess the appropriate minimum class Drivers' License and qualifications.
	2. All tow drivers shall be thoroughly trained in the proper and safe use of all equipment used in the performance of their duties.
	3. All drivers shall be uniformed with the name of the towing company and their individual name.
	4. All personnel acting on behalf of the operator should be fingerprinted and photographed by the Police Department. The City may at its own discretion, conduct a background check as part of the proposal evaluation process of any employee that may include, but is not limited to: fingerprinting; a check of criminal convictions; credit history; driving history; and civil liens and judgments. If the City determines, through a background check, that an employee is not qualified to provide services to the City as specified in the RFP, the City will notify the Service Provider in writing as to the City’s findings. Although the Service Provider may retain the disqualified employee, the Service Provider must not use or dispatch the disqualified employee for a service that Service Provider provides to the City pursuant to the Agreement.
	5. The Service Provider shall as a minimum, maintain the following information for each employee:
		1. Full name of the driver;
		2. Date of birth;
		3. California Driver’s License number;
		4. Copy of valid medical certificate (if required);
		5. Job title and description;
		6. Current home address and phone number; and
		7. Types of vehicles the driver has been trained and instructed to operate.
3. Hours of Operation.
	1. Service Provider shall have tow services available 24 hours a day, 7 days a week, 365 days a year.
	2. Service Provider may be requested periodically to provide the deployment of trucks for special events such as sobriety check points, streets fairs and parades.
	3. Service Provider’s officer hours shall be at a minimum from 8:00 a.m. to 7:00 p.m., Monday through Saturday and from 8:00 a.m. to 1:00 p.m. on Sunday. Service Provider shall also maintain an after-hours telephone number for use during non-normal working hours.
4. Storage Facility.
	1. All vehicles shall be stored in a building or in an area, that is in the opinion of the City, secure and enclosed by a substantial wall or walls, or other City approved enclosures.
	2. The entire storage facility must be illuminated to such a degree that a clear visual observation of the area may be made during hours of darkness.
	3. Storage facilities must be capable of holding a minimum of 50 parked vehicles and must provide accessibility and prevent damage to such vehicles.
	4. The Service Provider shall maintain a separate and enclosed structure that can house a minimum of 3 vehicles ordered to be impounded by the Police Department for involvement in the commission of crimes or as evidence.
5. Response Time and Requirements.
	1. After receipt of a request to response, the response time for arrival shall not exceed 20 minutes.
	2. Service Provider shall notify the Police Department Communications Center when a tow unit cannot respond within the 20-minute time period. Service Provider will be required to provide a reason and an estimated time of arrival.
	3. In the event that the tow vehicle does not arrive within 30 minutes from the time of call, the Police Department reserves the right to request towing services from another tow company.
	4. Service Provider shall agree, except for private impounds or storages, not to remove any vehicle without first being instructed to do so by an authorized Police Department officer.
6. Charges/Fees.
	1. Charges/fees for towing, storage and other services required shall be in line with the industry standard and shall not be revised unless approved by the City Council. The towing charges shall also include the services of the tow driver and any other required personnel. The towing charges shall also include cleaning up and clearing of any accident site.
	2. Approved storage charges shall be made for the following categories for which Service Provider must provide their proposed fees:
		1. Passenger cars.
		2. Trucks and trailers over 1 ton.
		3. Motorcycles.
		4. All other vehicles.
	3. Approved miscellaneous charges shall be made for the following categories for which Service Provider must provide their proposed fees:
		1. Opening locked vehicles.
		2. Disconnecting and reconnecting drive shaft.
		3. Up righting overturned vehicles.
		4. All other services other than towing and storage.
	4. City shall not be responsible or liable for payment of towing services in the event that vehicle owner refuses or is unable to pay for the services rendered.
	5. Neither City or vehicle owner shall be responsible for any fees/charges for any vehicle that is towed or impounded, or both, through any error of the City or the Service Provider. Service Provider shall agree to immediately release any vehicle, without charge, upon the request of the Police Department on-duty Watch Commander. The Service Provider may later appeal the decision of the Police Department on-duty Watch Commander in writing to the Chief of Police.
7. Storage Fees.
	1. Service Provider must submit their proposed storage fees for inside and outside storage. Once the fees have been approved by the City Council, the approved storage fees, must be posted near the cashiers’ station as described in California Civil Code Section 3070, disclosing all storage fees and charges in-force, including the maximum storage rate.
	2. Owners of vehicles stores for less than 24 hours shall be charged no more than one day of storage fees. Each day thereafter shall be calculated by calendar days.
	3. The schedule of rates charged by Service Provider shall be available in the Service Provider’s office and in the vehicles used by it to tow vehicles, and shall be presented upon demand of people, or their agent, to who the tow services were provided to as well as Police Department officers on the scene.
8. Franchise Fee
	1. Service Provider shall agree to pay an annual Franchise Fee in the amount of $10,000 per year for a total of $50,000 during the course of the 5-year term of the Agreement. The initial $10,000 fee shall be due from the Service Provider within 30 days of execution of the Agreement.
	2. Commencing in year 2 of the Agreement, and continuing through the term of the Agreement, the annual $10,000 fee shall be paid in monthly increments of $833.33 and shall be due on the 10th day of each month.
	3. In addition, the Service Provider must agree to pay the City 15% of Gross Receipts for each City generated tow and impound storage. Gross Receipts shall mean all revenues received from towing, impound/storage and related services; plus, incidental receipts of any kind earned by the Service Provider as a result of business conducted under the Agreement. Payments shall be made monthly to the City's Department of Finance and shall be due no later than the tenth (10th) day of the following month. Service Provider shall forward a copy of the payment check and payment report to the Chief of Police at the time of payment. Assessment Fee payment will not be required for vehicles the Police Department elects to release at no charge.
	4. Service Provider shall keep accurate records of all Gross Receipts as a result of business conducted under the Agreement. Such records shall be available for audit by the City, or an outside auditing firm contracted by the City. Failure to provide all Gross Receipts within 20 business days, shall constitute cause for termination of the Agreement. All records shall be maintained for a minimum of 5 years.
9. Administration Fee
10. The City will require that the selected proposers agree to pay an Administrative fee, as set forth by the City Council. City staff will recommend the amount of forty five dollars ($45.00), for every vehicle hooked up to a tow vehicle which requires the submission of a CHP 180 form, whether by request of the City Police or a private party; or for any private property impound within the city of South Gate.
11. Record Keeping.
	1. Each month, Service Provider shall furnish to the Police Department a written report of all vehicles that have been towed by Service Provider under the terms of the Agreement, for the previous month. Such report shall indicate the storage location of each vehicle, and shall include the vehicle make, license number and VIN and total itemized costs of towing and storage. Such report shall include the number of days stored for each vehicle. Written reports shall be due no later than 10th of each month.
	2. Service Provider must obtain records related to release of vehicles which shall include: date of release, party release to, total charges and cash received. The Chief of Police or his designee may inspect without notice the operator's records during business hours.

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# VI. INSURANCE REQUIREMENTS

Without limiting Service Provider’s indemnification of the City, and prior to commencement of work, Service Provider shall obtain, provide, and maintain at its own expense during the term of the Agreement, policies and procedures of the type and amounts described below and in a form satisfactory to the City:

1. General Liability Insurance.
	1. Service Provider shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
2. Commercial Automobile Liability Insurance.
	1. Service Provider shall maintain automobile insurance at least as broad as Insurance Service Office CA 00 01 covering bodily injury and property damage for all activities of the Service Provider arising out of or in connection with work to be performed under the Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.
3. Professional Liability (Errors and Omissions).
	1. Service Provider shall maintain professional liability insurance that covers the services to be performed in connection with the Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the Agreement and Service Provider agrees to maintain continuous coverage through a period of no less than three (3) years after completion of services required by the Agreement.
4. Workers’ Compensation Insurance.
	1. Service Provider shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance with limits of at least $1,000,000.

1. Garage Keepers Legal Liability.
	1. Service Provider shall maintain coverage with a limit of not less than One Million Dollars ($1,000,000) per occurrence, $2,000,000 aggregate. The coverage must be inclusive of “Auto” and “Other Than Auto” coverages. The Other Than Collision coverage shall include “Comprehensive” (all perils) coverage. Coverage shall include Comprehensive and Collision. This requirement can be satisfied by either a separate Garage Keepers Legal Liability policy or through a modification to the Commercial Automobile Liability policy. Evidence of either must be provided. The City of South Gate shall be included as an Additional Insured for Vicarious Liability. This shall be documented using ISO Insurance Services Office CA endorsement CA 00 005 or an equivalent form. Coverage shall include a waiver of subrogation provision to waive all rights of recovery under subrogation or otherwise against the City of South Gate. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $100,000, it must be approved in advance by City. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon City’s written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving the City. The policy definition of “insured contract” shall include assumptions of liability arising out of work performed for a municipality (Definition #5 of the ISO Garage Coverage form, or its equivalent).
2. Umbrella or Excess Liability.
	1. Service Provider shall maintain Umbrella or Excess Liability policies with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions: a drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer; “pay on behalf of” wording as opposed to “reimbursement”; concurrency of effective dates with primary policies. Should an excess liability policy be obtained and maintained, such policy shall be excess over commercial general liability, automobile liability, and employer’s liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.
3. Other Provisions or Requirements.
	1. Proof of Insurance. Service Provider shall provide certificates of insurance and required endorsements to the City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City for the contract period and any additional length of time required thereafter. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
	2. Duration of Coverage. Service Provider shall procure and maintain for the Agreement period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Service Provider, their agents, representatives, employees, or subconsultants.
	3. Primary/Noncontributing. Coverage provided by Service Provider shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.
	4. City’s Rights of Enforcement. In the event any policy of insurance required under the Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by the City will be promptly reimbursed by Service Provider or the City will withhold amounts sufficient to pay premium from Service Provider payments. In the alternative, the City may cancel the Agreement.
	5. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the City’s Risk Manager.
	6. Licenses. Service Provider shall hold at all times the appropriate licenses (Local, State, or Federal) to operate within the City of South Gate. Service Provider shall also be solely responsible for any parking and traffic violations of vehicles operated by its employees.
	7. Compliance. Service Provider understands the various governing agencies and laws that have or may have jurisdiction and / or requirements that must be met under the Agreement, including but not limited to: The Federal Transit Authority, ADA, CARB, AQMD, LACMTA, and others.
	8. Service Provider shall disclose whether Service Provider is or was the subject of any pending or prior investigation (which occurred within the last ten (10) years), or has within the last ten (10) year been contacted by any state or federal agency conducting an investigation or a review of the Service Provider’s operations.

# VII. INDEMNIFICATION

1. Service Provider agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, attorneys, agents and volunteers (collectively, the “Indemnitees”), at Service Provider’s sole expense, from and against any and all lawsuits or other legal proceedings, claims, causes of action, losses, liabilities, penalties, forfeitures or actions of any kind asserted against any or all of the Indemnities arising out of the performance of Service Provider, its officers, employees, representatives, agents and/or subcontractors under in the performance of the Agreement, excepting only such claims or actions which may arise out of sole or active negligence of the Indemnitees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Service Provider, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by the Service Provider, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Service Provider’s proposal, which shall be of no force and effect. The indemnification requirements set forth herein are a material term of this RFP and the inability or failure of a Service Provider’s insurance carrier(s) to provide coverage for liabilities covered by the indemnification requirements of this RFP shall not serve as a basis for waiving or limiting the scope of the indemnification requirement.
2. Service Provider’s obligation to defend, hold harmless, and indemnify shall not be excused because of the Service Provider’s inability to evaluate liability or because the Service Provider evaluates liability and determines that the Service Provider is not liable to the claimant. The Service Provider must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Service Provider fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due to the Service Provider by virtue of the Agreement as shall reasonably be considered necessary by the City may be retained by the City until final disposition has been made or the claim or suit for damages, or until the Provider accepts or rejects the tender of defense, whichever occurs first.
3. With respect to third party claims against the Service Provider, the Service Provider waives any and all rights of any type to express or implied indemnity against the Indemnities.
4. Separate Counsel: The City may elect to have separate legal counsel from Service Provider at any time at its sole discretion, and in such case Service Provider will pay all fees, costs and charges for such separate legal counsel as such costs and charges are invoiced by City’s separate legal counsel, not at the conclusion of any litigation or settlement.
5. Subcontractors: The Service Provider shall require all subcontractors to enter into an Agreement containing the provisions set forth in this section in which Agreement the subcontractor fully indemnifies the City in accordance with this RFP and the Agreement.
6. Damage by Service Provider: If the Service Provider or its officers, employees, agents, volunteers or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Service Provider shall reimburse City for City’s cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Service Provider for any such injury, damage or loss. With the prior written approval of City, Service Provider may repair the damage at Service Provider’s sole cost and expense.
7. Tort Claims Act: This RFP and the Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

# VIII. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The following instructions describe the form in which proposals should be submitted.

Responses to the following items will be used for proposal evaluation. Proposals that do not contain responses to each of the required items may be considered incomplete and may be rejected.

Proposal documents should provide a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude a proposer from furnishing additional reports, functions, and costs as deemed appropriate.

1. The proposal should contain the following six (6) elements describing how the proposer will perform the assignment:
	1. Table of Contents:
		1. All proposals must include a table of contents that identifies all sections, appendices, attachments, exhibits and their page numbers.
	2. Transmittal Letter:
		1. A letter of transmittal signed by an individual authorized to bind the proposer stating the proposer has read and will comply with all terms and conditions of the RFP. The transmittal letter will contain, at a minimum: a) company name and address; b) an executive summary briefly describing the proposer’s ability to perform the work requested, a history of the proposer’s background and experience providing services; and c) the proposer’s approach to meeting and/or exceeding the services and equipment requirements of the RFP. Proposer should describe in specific detail the background and experience of its’ business’s principals, officers and key managerial staff as relates to the provision of vehicle towing and secure storage services in general and for public agencies in particular. Proposer should also provide the business contact information of all of the foregoing, the address of the specific business location from which each will work, as well as their address, phone, and e-mail addresses. The letter shall also acknowledge that the Service Provider has reviewed any addendums to the RFP which may have been posted by the City prior to the date of the submission.
		2. Conflict of Interest Statement: The proposer shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of the Agreement. Particular attention should be paid to compliance with Government Code section 1090.

* 1. Management and Staffing:
		1. Describe the management and staffing configuration to be utilized to complete the scope of services. Describe the qualifications of staff, their title, and types and amount of equivalent experience. The proposal must indicate who will have primary responsibility for this service.
	2. Additions or Exceptions:
		1. A single and separate section with the heading “ADDITIONS OR EXCEPTIONS TO THE CITY’S REQUEST FOR PROPOSAL” containing a complete and detailed description of all the proposer’s additions or exceptions to the provisions and conditions of the attached City Agreement.
	3. Business References:
		1. Proposer must provide a minimum of three (3) business references and must include the name of the organization, address, phone numbers and names of the contact persons. At least one of the references must be from a law enforcement agency with whom the Proposer is currently under contract.
		2. Reference letters may also be included as part of the proposal.
		3. Proposer shall provide a contact list with address, telephone, and email for each towing contract entered into by the proposer for the last ten (10) years.
		4. A contact list for any municipality which terminated the Proposer’s towing agreement prior to the term of the original contract.
	4. Forms:
		1. Insurance Requirements Checklist attached as Attachment 1.
		2. Civil Litigation History/Civil Litigation Certification attached as Attachment 2.
		3. Criminal Convictions Certification attached as Attachment 3.
		4. False Claims/ False Claims Act Certification attached as Attachment 4.
		5. Non-Collusion Affidavit attached as Attachment 5.
		6. Campaign Contribution Disclosure Form Attached as Attachment 6.

#

# IX. EVALUATION CRITERIA

The award of the Agreement will be made to the most qualified Service Provider whose proposal complies with the prescribed requirements. The City reserves the right to reject any or all proposals and to waive any technical errors, irregularities, or discrepancies, if to do so is deemed to serve the best interests of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the Service Provider to whom it is proposed to make such an award.

Proposals will be reviewed and evaluated by the Police Department and City staff and ranked based on qualifications, expertise, and cost-effectiveness. If further clarifications or negotiations are required, on-site or virtual interviews may be conducted. Participation in these interviews will be at the expense of the proposer(s). The interview panel will be made up of Police Department staff members and/or representatives from the City. Recommendations will be forwarded to the City Council based on the results of the reviews of proposal packets and, if scheduled, the interviews. Police Department Staff may recommend to the City Council that more than one tow provider be awarded the Agreement to provide tow services to the City.

Following Police Department Staff’s presentation, public comment and the receipt of any other public testimony the City Council may request, the City Council will be given an opportunity to deliberate on the matter and then take action to determine which proposer, if any, will be awarded an Agreement. The City Council may accept, reject or reevaluate the recommendation made. The City Council’s final decision may not be decided on the basis of any single factor listed above but on the basis of the City Council’s independent determination as to which proposal(s) provide(s) the best value and offers the optimal combination of factors. The City reserves the right to further negotiate the specific requirements and compensation structure with selected proposer(s) in the interest of securing the best terms for the City and the public.

Proposals failing to provide sufficient information and assurances of performance to adequately assess each category of the required services and/or failing to comply with the requirements and conditions of this RFP may not be given further consideration.

Each proposal will be considered along with those of other responding proposers, with respect to ability to perform effectively and efficiently those Scope of Services outlined above.

Close coordination with the City is required to assure that all requirements will be met. The City reserves the right to withdraw this RFP at any time without any prior notice. Further, the City makes no representations that any Agreement will be awarded to any proposer responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any or all proposals responding to this RFP without indicating any reasons for such rejection(s).

# X. SELECTION PROCESS

All proposals submitted by the required deadline will be reviewed for adequacy, completeness, content, approach to service delivery, qualifications and other criteria developed during the review process.

The Agreement will be awarded to the proposer deemed by the City to be the best qualified for the scope of services. Proposers are encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed project.

1. Criteria to be used as a guide in the evaluation of proposals shall include, but will not be limited to the follow evaluation factors:
	1. Thoroughness and quality of content of the response to the RFP as well as completed and satisfactory responses to the RFP.
	2. Proposer’s overall experience with engagements of similar scope.
	3. Proposer’s technical experience.
	4. Technical background, experience, tenure and availability of the assigned members.
	5. Management of the Proposer’s company, impression of principals and quality of staff.
	6. The ability to effectively communicate and work with City officials and staff members in a highly professional capacity.
	7. References provided and satisfactory responses from prior references for the Proposer’s company.
	8. Acceptability of proposed fee, cost structure(s).
	9. Community involvement and general reputation for solid, transparent and ethical business practices.

**Exhibit A**

Reference: A copy of the City’s Agreement is attached and incorporated as **Exhibit “A”** as a sample for proposers to review the terms and conditions prior to submitting a proposal. The proposal process, agreement negotiations and execution, and subsequent actions will be conducted by the City in accordance with applicable law. Proposers should carefully review this document, which constitutes the formal RFP, to ensure a clear understanding of the City’s needs and objectives and scope of work. The sample Agreement (**Exhibit “A”)** is not to be completed by proposers. The Agreement may be subject to change at the City’s sole discretion with or without notice prior to the execution of the same. If there is a change, the Service Provider shall be consulted and provided sufficient opportunity to review.

**Exhibit B**

**PROPOSER FORM**

**Towing and Storing Services**

|  |  |
| --- | --- |
| Date: |  |
| Proposer: |  |
| Address: |  (*Print Name of Business*) |
| City: | State: | Zip: |
| Telephone: | Fax: |
| Contact Name: |

**TO THE CITY OF SOUTH GATE, CALIFORNIA:**

In response to the Request for Proposals (“RFP”) by the City of South Gate (“City”), the undersigned person or entity (“Proposer”) now submits this proposal, with the accompanying forms and attachments.

1. In submitting this proposal, Proposer certifies that:

A. Proposer has thoroughly read, examined, and fully understands the following documents:

1. The RFP’s provisions; and,
2. All terms, conditions, requirements, specifications, minimum performance standards, and any addendum.

B. Proposer understands and accepts all of the terms and conditions set forth in the documents listed in Section 1(A);

C. Proposer has carefully checked all words, rates and calculations and statements made in proposal;

D. Proposer’s documents and information submitted in response to the City’s RFP are complete and accurate;

E. Proposer has fully considered all other matters that may affect, in any way, Proposer’s services or costs;

F. Proposer offers to fully perform all of the duties and obligations specified in the documents in exchange for the consideration described in the documents;

G. Proposer agrees that the City is not liable or responsible for any costs, fees or expenses that Proposer incurs for any one or more of the following:

1. Responding to this RFP;
2. Anticipating or preparing for an award of a tow contract;
3. Obtaining any equipment, personnel facilities or other items to comply with the Documents’ provisions; or,
4. Performing the services under the Contract.

H. Within seven (7) calendar days after City issues the Notice of Intent to Award the Franchise Agreement for Tow Truck Services, or within any extension that City may allow, Proposer agrees to:

1. Sign and deliver the Franchise Agreement, along with any required attachments; and,
2. Furnish all required proofs of insurance.

I. At its expense, Proposer agrees to indemnify, defend and hold harmless the City, its directors, officials, officers, employees, agents, and designated volunteers from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs and expenses (including attorneys’ fees, litigation, arbitration, mediation and appeal expenses) if a dispute, lawsuit or other proceeding arises out of any one or more of the following:

1. Proposer’s submitting the proposal;
2. City accepting Proposer’s proposal; or,

City awarding a contract to Proposer in compliance with this RFP.

**PROPOSER’S QUALIFICATIONS STATEMENT**

All responses must be typewritten or printed legibly in ink. When additional space is needed to explain an answer, attach sheets as necessary. Failure to (1) complete this form, (2) return it, or (3) attach a required document may render the Proposal non­responsive.

1. **BUSINESS ORGANIZATION / STRUCTURE**

1.1 Your firm is a:

🞎 Corporation 🞎 Sole Proprietorship 🞎 Other:

🞎 Limited Liability Company 🞎 General or Limited Partnership

1.2 If your firm is a corporation, answer the following:

1.2.1 Date of incorporation:

1.2.2 State of incorporation:

1.2.3 Corporate ID number:

1.2.4 President’s name:

1.2.5 Vice President’s name:

1.2.6 Secretary’s name:

1.2.7 Treasurer’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.2.8 Agent for Service of Process:

1.2.9 Agent’s Address:

1.2.10 Is your firm a publicly traded corporation?

🞎 Yes 🞎 No

1.3 If your firm is a limited liability company, answer the following:

1.3.1 Date of formation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.3.2 State of formation:

1.3.3 Secretary of State’s File or ID number:

1.3.4 Chief Executive Officer’s name:

1.3.5 Name of Manager(s):

1.3.6 Agent for Service of Process:

1.3.7 Agent’s Address:

1.4 If your firm is a partnership, answer the following:

1.4.1 Date of formation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.4.2 Type of partnership (General, Limited, LLP): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.4.3 Secretary of State’s Registration or ID number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.4.4 List the name of the General Partner(s) and any individual who has any equity interest in the partnership:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.4.5 List jurisdictions in which your firm’s fictitious name (dba) is filed:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.5 If your firm is individually owned (a sole proprietorship), answer the following:

1.5.1 Date your firm started:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.5.2 Name of owner:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.5.3 List jurisdictions in which your firm’s fictitious name (dba) is filed:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. OWNERSHIP AND NAME CHANGES**

2.1 How many years has your firm been in business under its present name? \_\_\_\_\_\_\_\_\_\_

2.2 In the past five years, has your firm changed names? 🞎 Yes 🞎 No

If yes, list all prior names, addresses and the dates they were used. Explain the reason for each name change:

 2.2.1 Prior name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 2.2.3 Reason name changed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2.2.4 Starting / ending dates of prior name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2.2.5 Prior name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 2.2.7 Reason name changed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 2.2.8 Starting / ending dates of prior name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3. LICENSING**

For the following questions, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

3.1 Are any of your firm’s licenses held in the name of a corporation or partnership?

🞎 Yes 🞎 No

If Yes, list below the name of the corporation or partnership that actually holds the license:

3.1.1 Corporation or partnership name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2 List jurisdictions in which your firm is legally qualified to do business, provide license or registration number, and set forth the type of license. Attach additional sheets as necessary.

3.2.1 Jurisdiction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2.2 License or registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2.3 Type of license: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2.4 Jurisdiction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2.5 License or registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2.6 Type of license: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2.7 Jurisdiction: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2.8 License or registration number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.2.9 Type of license: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3 In the past seven years, has your firm or any of its owners, partners, officers or employees been investigated, cited, assessed any penalties, subjected to disciplinary action by a licensing agency or found to have violated any licensing laws or regulations?

🞎 Yes 🞎 No

If Yes, identify the licensing agency, type of license, date and reason for the disciplinary action. Attach additional sheets as necessary.

3.3.1 Licensing Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.2 Type of license: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.3 Date of disciplinary action: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.4 Reason for disciplinary action: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.5 Licensing Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.6 Type of license: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.7 Date of disciplinary action: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.8 Reason for disciplinary action: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.9 Licensing Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.10 Type of license: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.11 Date of disciplinary action: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3.3.12 Reason for disciplinary action: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXPERIENCE AND PERFORMANCE HISTORY**

For the following questions, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

4.1 How many years has your firm been in business as a Tow Service?

4.2 In the past five years, has any of your firm’s owners, partners, or officers operated a similar towing business?

🞎 Yes 🞎 No

If Yes, list the business’ name and address and the person who operated the business. Attach additional sheets as necessary.

4.2.1 Tow business name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

4.2.3 Name of your firm’s owner, partner or officer who operated other towing business:

4.2.4 Starting / ending dates of ownership: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.2.5 Tow business name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

4.2.7 Name of your firm’s owner, partner or officer who operated other towing business:

4.2.8 Starting / ending dates of ownership: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.3 Does your firm currently dismantle vehicles or have a salvage operation?

🞎 Yes 🞎 No

4.4 Does your firm currently own or operate any other business?

🞎 Yes 🞎 No

If yes, list the business’ name and address and the person who operates the business. Attach additional sheets as necessary.

4.4.1 Business name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

4.4.3 Person’s name who operates business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.4.4 Description of business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.4.5 Business name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

4.4.7 Person’s name who operates business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.4.8 Description of business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5 List the government entities for which your firm has performed towing, storage, lien sale services, whether or not under contract or as an Official Police Tow Service. Provide the name and telephone number of the person within the government entity who is most familiar with your performance of the services (i.e., “Contact Person”). Attach additional sheets as necessary.

4.5.1 Government entity’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.2 Services that your firm provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.3 Starting / ending dates of services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.4 Was your firm:

Selected by a bid or RFP? 🞎 Yes 🞎 No

Under a contract or agreement? 🞎 Yes 🞎 No

4.5.5 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.6 Government entity’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.7 Services that your firm provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.8 Starting / ending dates of services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.9 Was your firm:

 Selected by a bid or RFP? 🞎 Yes 🞎 No

 Under a contract or agreement? 🞎 Yes 🞎 No

4.5.10 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.11 Government entity’s name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.12 Services that your firm provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.13 Starting / ending dates of services: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.5.14 Was your firm:

Selected by a bid or RFP? 🞎 Yes 🞎 No

Under a contract or agreement? 🞎 Yes 🞎 No

4.5.15 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

4.6 Describe your firm’s lien-sale experience in terms of knowledge and procedures used in the processing and disposing of vehicles in accordance with California’s laws. Attach additional sheets as necessary.

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**5. FACILITIES**

5.1 List the address where the facilities will be located, and attach photographs depicting each one of the areas and facilities listed in (a) through (f) below.

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| --- | --- |
| For each District submit: (a) Up to 3 photos of the: (b) Up to 3 photos of the: (c) Up to 3 photos of the: (d) Up to 3 photos of the: (e) Up to 3 photos of the: (f) Up to 3 photos of the: | Business officeCustomer waiting areaSecure area for police hold vehiclesPrimary storage lotSecondary storage lotDisposal lot |

**PRIMARY STORAGE LOT AND BUSINESS OFFICE ADDRESS**

5.1.1 Business office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.1.2 Primary vehicle storage lot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.1.3 Secure area for police hold vehicles: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.1.4 Secondary vehicle storage lot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.1.5 Disposal / salvage vehicle lot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECONDARY STORAGE LOT AND BUSINESS OFFICE ADDRESS**

5.1.6 Business office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.1.7 Primary vehicle storage lot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.1.8 Secure area for police hold vehicles: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.1.9 Secondary vehicle storage lot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5.1.10 Disposal / salvage vehicle lot: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. EQUIPMENT**

6.1 For each piece of towing equipment below, (1) list the requested information; and, (2) attach a photograph of each tow unit:

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| --- | --- | --- |
|  | **Year of** **Manufacturer** | **Make** |
| Flatbed Carrier | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Class A Tow | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Class B Tow | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Class C Tow | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| CLASS D. TOW | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

6.2 Does your firm lease, loan or rent its tow units to any other towing firm?

🞎 Yes 🞎 No

If Yes, identify the person or company to whom your firm leases, loans or rents its tow units and describe the details of your firm’s lease, loan or rental arrangement with the other person or company. Attach additional sheets as necessary.

6.3 If your firm does not have “Heavy Duty” or “Super Heavy Duty” (i.e., Class C or Class D) tow trucks, (1) identify the subcontractors(s) whom your firm will use, (2) attach a photograph of each tow truck, and (3) list the equipment:

6.3.1 Subcontractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.3.2 Address where tow units are kept: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.3.3 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  | **Year of** **Manufacturer** | **Make** |
| Class c Tow | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Class D Tow | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

6.3.4 Subcontractor’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.3.5 Address where tow units are kept: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6.3.6 Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  | **Year of** **Manufacturer** | **Make** |
| Class c Tow | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Class D Tow | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**7. PERSONNEL**

7.1 At present, how many people (whether paid or unpaid) work at your firm? \_\_\_\_\_\_\_

7.2 Does your firm have an agreement or an arrangement with any other towing firm to loan or share your firm’s employees?

🞎 Yes 🞎 No

7.3 For each employee whose function is described below, (1) list the requested information, (2) attach the person’s resume and (3) attach a current photo:

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| --- | --- | --- | --- | --- |
|  | **NAME****(Last, First, Middle)** | **DATE LAST TRAINED** | **DATE OF HIRE** | **DRIVER’S****LICENSE #** |
| DISPATCHER: |  |  |  |  |
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| TOW TRUCKDRIVER: |  |  |  |  |
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|  | **NAME****(Last, First, Middle)** | **DATE LAST TRAINED** | **DATE OF HIRE** | **DRIVER’S****LICENSE #** |
| --- | --- | --- | --- | --- |
| LIEN SALE: |  |  |  |  |
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| SECURITY: |  |  |  |  |
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| VEHICLESTORAGE: |  |  |  |  |
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| RELEASE OF VEHICLES: |  |  |  |  |
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| CUSTOMER SERVICE: |  |  |  |  |
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| OFFICE SUPPORT: |  |  |  |  |
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| EMERGENCY OR AFTER HOURS: |  |  |  |  |
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| OTHER PERSONNEL |  |  |  |  |
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**8. EMPLOYEE SAFETY AND TRAINING**

8.1 Does your firm have a written Injury and Illness Prevention Program (“IIPP”) that complies with California’s Code of Regulations, Title 8, Section 3203, or any other written policy manual for your employees’ safety?

🞎 Yes 🞎 No

8.2 Does your firm have a written policy for handling, transporting and disposing of hazardous materials?

🞎 Yes 🞎 No

 8.3 Does your firm have a training program for new employees?

🞎 Yes 🞎 No

 8.4 Does your firm have annual or biennial training for its tow unit operators?

🞎 Yes 🞎 No

8.5 In the past five years, has your firm’s employees suffered any work-related fatalities?

🞎 Yes 🞎 No

If Yes, list the date; describe the facts and circumstances about each instance; identify any governmental entity that issued a citation or notice of violation; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

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8.6 In the past five years, has your firm received an OSHA or Cal/OSHA citation or notice of violation?

🞎 Yes 🞎 No

If Yes, list the date; describe the facts and circumstances about each instance; identify any citation or notice of violation that the agency issued; list the date, court and case number of any criminal action or civil suit arising out of each instance; and set forth the status, outcome or disposition of the citation, notice of violation, criminal action or civil suit. Attach additional sheets as necessary.

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**9. SECURITY AND SAFEKEEPING**

9.1 The RFP and the Contract require that the Proposer provide a safe and secure: Business Office, Primary Storage Lot, Secondary Storage Lot and Police Hold Vehicles Storage Area. Please place an “X” below for each security device or measure in operation for each location:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Business****Office** | **Primary****Storage Lot** | **Secondary****Storage Lot** | **Police Hold****Vehicle Storage Area** |
| **SURVEILLANCE****CAMERA** |  |  |  |  |
| **ALARM SYSTEM** |  |  |  |  |
| **FLOOD LIGHTS** |  |  |  |  |
| **PERIMETER****FENCE OR WALL** |  |  |  |  |
| **LOCK AND KEY** |  |  |  |  |
| **GUARD OR WATCH PERSON** |  |  |  |  |
| **GUARD DOG** |  |  |  |  |
| **DRIVE-BY SECURITY COMPANY PATROL** |  |  |  |  |

**10. FINANCIAL RESOURCES AND RESPONSIBILITY**

10.1 In the past seven years, has your firm or anyone else acting on behalf of your firm, filed for bankruptcy, insolvency, receivership, or reorganization?

🞎 Yes 🞎 No

If Yes, list the filing date, identify the court and case number, describe the facts and circumstances giving rise to each instance and set forth the disposition or current status. Attach additional sheets as necessary.

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10.2 In the past five years, has your firm had any consolidations, mergers, acquisitions, closings, layoffs, or staff reductions?

🞎 Yes 🞎 No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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**11. BID REJECTION AND CONTRACT TERMINATION**

For the following questions, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

11.1 Has a government entity or a client ever rejected your firm’s bid or proposal for services?

🞎 Yes 🞎 No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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11.2 Has a government entity or a client ever determined that your firm is a non-responsible bidder or contractor?

🞎 Yes 🞎 No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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11.3 Has your firm ever failed to fulfill or perform a contract or an agreement with a government entity?

🞎 Yes 🞎 No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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11.4 Has a government entity or a client ever terminated a contract for tow services with your firm?

🞎 Yes 🞎 No

If Yes, list the date and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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11.5 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime related to the bidding of a government contract, the awarding of a government contract or the performance of a government contract? (“Convicted” includes a verdict of guilty by a judge or jury, a plea of guilty, a plea or nolo contendere or a forfeiture of bail.)

🞎 Yes 🞎 No

If Yes, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

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**12. BUSINESS INTEGRITY**

For the following questions, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. The term “convicted” includes a verdict of guilty by a judge or jury, a plea of guilty, a plea of nolo contendere, or a forfeiture of bail.

12.1 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted in a criminal action or found liable in a civil suit for making false claims(s) or material misrepresentations(s) to any government entity?

🞎 Yes 🞎 No

If Yes, identify the government entity; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the outcome or disposition. Attach additional sheets as necessary.

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12.2 In the past five years, has your firm or any of its owners, partners, officers or employees been convicted of a crime involving embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence or receiving stolen property?

🞎 Yes 🞎 No

If Yes, identify the crime or offense; list the date, court and case number; describe the facts and circumstances about each instance; and set forth the penalty or punishment imposed. Attach additional sheets as necessary.

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12.3 To your knowledge, is a government entity currently investigating your firm or any of its owners, partners, officers or employees for making false claim(s) or material misrepresentations(s)?

🞎 Yes 🞎 No

If Yes, identify the government entity and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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**13. CLAIMS AND SUITS**

For the following questions, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

13.1 In the past three years, has your firm or any of its owners, partners, officers or employees been a defendant in court on a matter related to:

 13.1.1 The performance, non-performance, default, or breach of a contract or agreement?

🞎 Yes 🞎 No

 13.1.2 A vehicle collision or other accident involving your firm’s tow truck operator?

🞎 Yes 🞎 No

13.1.3 Bodily injury or personal injury (libel, slander, false imprisonment) to a customer?

🞎 Yes 🞎 No

 13.1.4 Employment-related litigation brought by an employee of your firm?

🞎 Yes 🞎 No

 13.1.5 Payment to a subcontractor?

🞎 Yes 🞎 No

If the answer to any of the questions 13.1.1 to 13.1.5 above is Yes, identify the name of the person or entity that sued (i.e., “the plaintiff’); list the date, court and case number; describe the facts and circumstances giving rise to the lawsuit; and set forth the outcome or disposition. Attach additional sheets as necessary.

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13.2 In the last three years, has your firm ever filed a claim for damages or a lawsuit or requested arbitration or mediation against a government entity?

🞎 Yes 🞎 No

If Yes, identify the government entity; list the date, court and case number; describe the facts and circumstances about the claim for damages or the lawsuit or both; and set forth the outcome or disposition. Attach additional sheets as necessary.

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13.3 Are there any pending or outstanding judgments or liens against your firm?

🞎 Yes 🞎 No

If Yes, identify the name of the person or entity entitled to payment; list the date, court and case number; describe the facts and circumstances giving rise to the judgment or lien; and set forth the amount of the judgment or lien. Attach additional sheets as necessary.

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13.4 For the last four years, state how many operator involved vehicle collisions or accidents occurred with your firm’s tow truck operators (whether or not the tow truck was at fault):

13.4.1 2008: 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13.4.2 2009: 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13.4.3 2010: 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13.4.4. 2011: 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13.5 For the last three years, state how many customers reported to your firm vehicle damage or theft including the vehicle’s contents, while the vehicle was towed or stored by your firm (whether or not your firm believes it was responsible for the loss or damage).

13.5.1 2009: 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13.5.2 2010: 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

13.5.3 2011: 🞎 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**14. INSURANCE**

14.1 A Proposer who is awarded a contract must maintain liability and workers’ compensation insurance as indicated below, as more fully described in this RFP and the Contract. As part of this proposal, your firm must submit evidence of its current insurance coverage. This information will be used only for the purpose of determining whether the Proposer has insurance to perform the requested services. Contact your firm’s insurance company or agent and request a “Certificate of Insurance” (an ACORD form or equivalent). Attach the certificate of insurance to this proposal.

***NOTE: Do not add the City to your insurance policy or otherwise change your current policy or its coverage.***

14.2. Please place an “X” below to indicate the type of insurance coverage that your firm now has and list the coverage amounts for each:

Commercial General Liability Coverage: \_\_\_\_

On-Hook Liability Coverage: \_\_\_\_

Business Automobile Liability Coverage: \_\_\_\_

Cargo Liability Coverage: \_\_\_\_

Garage Liability Coverage: \_\_\_\_

 Uninsured Motorist/Bodily Injury Coverage: \_\_\_\_

 Garage keepers Liability Coverage: \_\_\_\_

 Pollution Liability Coverage: \_\_\_\_

 Workers’ Compensation Liability Coverage: \_\_\_\_

 Excess Liability or Umbrella Coverage: \_\_\_\_

14.3 If your firm is self-insured, identify the liability(s) listed above for which your firm insures itself and set forth the amount of the self-insured retention (SIR):

 Liability: SIR amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Liability: SIR amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Liability: SIR amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Liability: SIR amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14.4 For the last three years, state how many bodily injury, personal injury or property damage claims (whether or not your firm believes it was responsible for the loss or injury), filed by customers or third parties, that your firm forwarded to its insurance carrier(s). Include paid and unpaid claims:

14.4.3 2009: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14.4.4 2010: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14.4.5 2011: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

14.5 In the past five years, has an insurance company or a surety company:

14.5.1 Refused to insure your firm for a type of insurance policy listed in Question 14.2 above?

🞎 Yes 🞎 No

14.5.2 Canceled or non-renewed your firm’s insurance coverage?

🞎 Yes 🞎 No

If the answer to question 14.5.1 or 14.5.2 is Yes, identify the name of the insurance company or surety company; list the date; and describe the facts and circumstances about each instance. Attach additional sheets as necessary.

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**15. CUSTOMER SERVICE COMPLAINTS AND DAMAGE CLAIMS**

Below, please describe the process and procedures that your firm has in place for responding to and resolving: (1) Customer complaints; and (2) Customer claims for vehicle or contents damage or theft. (You may attach your firm’s written policy).

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**16. PUBLIC RECORDS EXEMPT INFORMATION**

Below, please identify (by a general description) all copyrighted material, trade secrets or other proprietary information (“protectable documents”) that Proposer has included in the proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, ***Government Code Section 6250, et seq***. By listing the protectable documents below, Proposer agrees to indemnify, defend, and hold harmless the City, its directors, officials, officers, employees, agents, and designated volunteers from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items. The City will treat any Proposer who fails to identify below protectable documents that Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

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**17. CREDIT AND REFERENCE CHECK**

17.1 The City of South Gate may: (1) request credit reports or investigative reports, or both, about your firm; and, (2) contact the reference, government entities and other persons listed in this proposal. The City of South Gate will use this information to evaluate your firm’s financial resources, responsibility and integrity with respect to this proposal, an award of the Contract, or any contract renewal. The City of South Gate will treat any information that it obtains now or later as confidential.

17.1.1 Does your firm authorize the City of South Gate to obtain credit and investigative reports about your firm?

🞎 Yes 🞎 No

17.1.2 Does your firm authorized the references, government entities and other persons listed in the proposal to release information about your firm to the City of South Gate?

🞎 Yes 🞎 No

**18. ADDITIONAL INFORMATION**

Below, please state any other information that your firm believes is essential to a complete evaluation of the proposal. If your firm has no additional information, please state below: ***“Our firm does not have any additional information to present.”***

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**19. ATTACHMENTS**

Certain sections of the Proposal Forms requested photographs, insurance certificates and further explanations if your firm answered “yes” to a question. For each attachment that is a part of this Proposal, please list and describe the attachment (e.g., “W3 photographs of our tow trucks” or “Explanation concerning questions 9.3-2 pages.” If your firm has no attachments, write “None” on 19.1).

Our firm declares that the attachments listed below are added and are made a part of this Proposal in order to fully and accurately respond to the RFP:

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**20. UNDER THE PENALTY OF PERJURY, PROPOSER CERTIFIES THAT:**

A. This proposal is genuine, is not a sham or collusive, and is not made in the interest of or on behalf of any person, partnership, corporation, firm, organization or another entity not named or disclosed in the proposal;

B. All facts and statements in the proposal are completely true, accurate and correct.

C. By signing this proposal, each individual below represents and warrants that the individual:

(1) Has the right, power, legal capacity and authority not only to sign this Proposal on the Proposer’s behalf, but also to bind the Proposer to this Proposal; and,

(2) Binds the Proposer to this proposal.

**PROPOSER**

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| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Signature*Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Printed*Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *Title*Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

1. GVWR Range (lbs.) CHP Class

10,000 - 19,500 A

19,501- 33,000 B

33,001 – 49,999 C

50,000 or more D [↑](#footnote-ref-1)