(Contract for Review) Agreement: Evidence Impound Towing and Storage Services

File ID: 2022-01722

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager’s designee, to execute a five-year agreement with Central Valley Towing through September 30, 2027 for evidence impound towing and storage services in an amount not to exceed $1,000,000, provided that sufficient funding is available; and continue to October 11, 2022 for approval.

Contact: Bryce Heinlein, Police Captain, Metro Division, (916) 808-4504, bheinlein@pd.cityofsacramento.org, Police Department

Presenter: None

Attachments:
1-Description/Analysis
2-Agreement

Description/Analysis

Issue Detail: The Sacramento Police Department (SPD) has an operational requirement to tow and ensure the secure and safe storage of all crime scene vehicles. These vehicles have been identified by law enforcement as potential involvement of serious felony crimes and/or possibly contain evidence that may be critical to the successful prosecution in a criminal case. When a vehicle is taken into police custody, the vehicle must be kept in the same condition until it is released back to the owner. To manage this requirement, the vehicle storage facility must be enclosed, secure, and large enough to accommodate multiple vehicles simultaneously. This secured environment protects any potential evidentiary value the vehicle poses by allowing access only to authorized personnel, such as crime scene investigators and detectives. It also serves as a storage area for vehicles requested to be held by the District Attorney’s Office awaiting the adjudication process. Additionally, the storage facility must also be located within the City limits to ensure that staff can quickly access
the vehicles for evidence processing and coordinate vehicle releases.

Policy Considerations: The recommendations contained in this report are consistent with: 1) City Code 3.56.090 requiring City Council approval for agreements equal to or greater than $250,000; 2) City Administrative Policy 4101, which requires formal competitive bidding for all non-professional service contracts of $250,000 or more; and City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) which mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action.

Economic Impacts: None.

Environmental Considerations: As defined in the CEQA Guidelines, this proposal does not constitute a “project” and is therefore exempt, per Sections 15061(b)(c) and 15673(a) of the California Public Resources Code.

Sustainability: None.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The SPD issued an invitation to bid for evidence impound towing and storage services on August 23, 2022 (B231100113101) through PlanetBids. Central Valley Towing, Inc. was the only responsive bidder.

SPD staff conducted external research with several tow companies in the region and found Central Valley Towing to have a bid that is in line with current regional contract rates. In addition, SPD staff contacted local police agencies in the area that utilize evidence impound towing through a private contractor and verified that tow rates were in line with the bid given to the Sacramento Police Department.

Financial Considerations: Since the last evidence impound towing and storage services contract was signed in 2017, the number of tows, number of storage days and rates have increased significantly. Factors affecting the increased rates include, but are not limited to, the previous bid was submitted in September 2017, gas prices, insurance costs, and inflation. Upon further review of the submitted bid, the increased tow and storage rates are lower than general consumer rates and are generally consistent within other regional law enforcement agencies. The tables below illustrate the current year contract usage and rate increases for the new contract.

<table>
<thead>
<tr>
<th>Current Evidence Impound Towing &amp; Storage Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Year</td>
</tr>
<tr>
<td>-------------</td>
</tr>
<tr>
<td>2017/18</td>
</tr>
<tr>
<td>2018/19</td>
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<td>2019/20</td>
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<td>2020/21</td>
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<td>2021/22</td>
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<tr>
<td>Fiscal Year</td>
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<td>2017/18*</td>
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<td>2019/20</td>
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<tr>
<td>2020/21</td>
</tr>
<tr>
<td>2021/22</td>
</tr>
</tbody>
</table>

*10/31/17 through 6/30/18.

### New Contract Pricing Schedule

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>Unit of Measure</th>
<th>Current Contract Rate</th>
<th>New Contract Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tow Fee</td>
<td>Hourly</td>
<td>$44</td>
<td>$120</td>
</tr>
<tr>
<td>Storage</td>
<td>Daily</td>
<td>$8</td>
<td>$14</td>
</tr>
<tr>
<td>Winching</td>
<td>Per 100 feet of cable</td>
<td>$14</td>
<td>$50</td>
</tr>
<tr>
<td>Out-of-Town, Bas</td>
<td>Hourly</td>
<td>$40</td>
<td>$120</td>
</tr>
<tr>
<td>Labor Rate</td>
<td>Hourly</td>
<td>$60</td>
<td>$120</td>
</tr>
<tr>
<td>Subcontractor Ma</td>
<td></td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Additional Standb</td>
<td>Per Minute</td>
<td>$1</td>
<td>Included in tow fee</td>
</tr>
<tr>
<td>Charge per mile a</td>
<td>Per Mile</td>
<td>$2</td>
<td>Included in tow fee</td>
</tr>
<tr>
<td>Additional Street C</td>
<td></td>
<td>$1</td>
<td>Included in tow fee</td>
</tr>
</tbody>
</table>

### New Contract Estimates

<table>
<thead>
<tr>
<th>Rate Type</th>
<th>New Contract Rate</th>
<th>Estimated Yearly Quantity</th>
<th>Estimated Yearly Cost</th>
<th>Estimated 5 Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Tow</td>
<td>$120</td>
<td>320</td>
<td>$38,400</td>
<td>$192,000</td>
</tr>
<tr>
<td>Daily Storage</td>
<td>$14</td>
<td>11,000</td>
<td>$154,000</td>
<td>$770,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$962,000</td>
</tr>
</tbody>
</table>

Because of the usage and rate increases, SPD will monitor the contract spending and usage to ensure sufficient funds are available in the Fiscal Year 2022/23 operating budget for these services. Should SPD determine additional funding is necessary, it will make a formal request during the midyear or budget year process. Services provided after June 30, 2023 are subject to funding availability in the adopted budget of the applicable fiscal year.

**Local Business Enterprise (LBE):** Central Valley Towing is an LBE.
CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)
Original Contract # (supplements only): __________  Supplement/Addendum #: ________________
Assessor’s Parcel Number(s): __________________________
Contract Effective Date: 10/01/2022  Contract Expiration Date (if applicable): 09/30/2027
$ Amount (Not to Exceed): 1,000,000  Adjusted $ Amount (+/-): 0
Other Party: Central Valley Towing
Project Title: Evidence Impound Towing and Storage
Project #: Not applicable  Bid/RFQ/RFP #: B231100113101
City Council Approval: YES  if YES, Council File ID#: 2022-01722

Contract Processing Contacts
Department: Police  Project Manager: Holly Bava, Admin. Tech
Contract Coordinator: Tammy Jones  Email: TDJONES@PD.CITYOFSacramento.ORG

Department Review and Routing
Accounting: aliesa wareick  Sep 22, 2022
(Signature) (Date)
Supervisor: Brenda Delgado  Sep 22, 2022
(Signature) (Date)
Division Manager:  Sep 22, 2022
(Signature) (Date)
Other: Vernita Weaver  Sep 22, 2022
(Signature) (Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)
Recording Requested  Other Party Signature Required

GAU File #22-174

------------------------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE------------------------
CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the CITY OF SACRAMENTO, a charter city and municipal corporation ("CITY"), and

Central Valley Towing, Inc.
8240 14th Avenue, Sacramento, CA 95826
Phone (916)457-4000/Fax (916)457-1380/E-mail eric_cvt@yahoo.com

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.

2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

   - Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
   - Exhibit A – Scope of Work
   - Exhibit B – Payment
   - Exhibit C – Insurance
   - Exhibit D – General Conditions
   - Purchase Orders

   If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A ("Services").

   Contractor will not be compensated for non-professional services outside the scope of Exhibit A ("Additional Services") unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.
City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.

5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.

7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.

8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance),” can be viewed at:


Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of $250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.
Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled “Ban-The-Box Requirements,” can be viewed at:

   https://www.cityof sacramento.org/Finance/Procurement/Contract-Ordinances.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

   https://www.cityof sacramento.org/Finance/Procurement/Contract-Ordinances.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.
Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]
EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Sacramento City Police Department
Tow Program Administration Office
Attn: Tow Administrator
5770 Freeport Blvd., Suite #100
Sacramento, CA 95822-3516
Tow-administrator@pd.cityofsacramento.org
Telephone: (916)808-0585
Fax: (916)365-9321

The CONTRACTOR Representative for this Agreement is:

Eric Foster/CEO
8240 14th Avenue, Sacramento, CA 95826
Phone (916)457-4000/Fax (916)457-1380/E-mail eric_cvt@yahoo.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

2. Scope of Services. Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.

3. Time of Performance. The Services described in this Contract shall be provided for the five-year period of October 1, 2022 through September 30, 2027. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.
ATTACHMENT 1 TO EXHIBIT A

SCOPE OF WORK

1. DESCRIPTION OF TERMS

A. **Chief of Police** — For the purpose of this Agreement, the Chief of Police of the City of Sacramento shall refer to him/her/them or a designee.

B. **Certificate of Secretary** — A document that authorizes someone to sign legal agreements on behalf of a corporation. This Certificate is normally signed by the corporate secretary.

C. **CITY** — City of Sacramento

D. **Contractor** — The successful bidder with which an agreement is established to provide the services described in the Invitation for Bid.

E. **Disqualification** — The elimination of a Contractor from any further participation in the Evidence Impound Towing Agreement.

F. **Evidence Impound Tow** — Tow services conducted pursuant to California Vehicle Code (CVC) section 22655.5.

G. **Fictitious Name Statement** — Pursuant to California Business and Professions Code section 17910, every person, partnership, corporation, or other association, who regularly transacts business in California for profit under a Fictitious Business Name must file a statement with the County in which the principal place of business is located.

H. **Operations** — Those towing/recovery procedures which require Class C or D tow trucks and/or unique equipment. Examples of unique equipment include, but are not limited to, forklifts, low beds, air bags, special dollies and trailers, fuel pump off systems, helicopters, etc.

I. **Portal to Portal** — Time shall begin when the responding tow truck departs Contractor’s primary business office.

   - If the responding tow truck is farther from the location of the call than Contractor’s primary business office, then time shall begin with a reasonable response time from Contractor’s primary business office to the location of the call.
   - If the responding tow truck is closer to the location of the call than Contractor’s primary business office, time shall begin when the responding tow truck is dispatched from that location.

Return to the evidence impound storage facility includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that are not part of normal operating procedures. Examples:

   - 4X4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment;
   - Reasonable to charge for cleaning burn debris from carrier bed;
   - Car towed leaves debris on bed of carrier: not reasonable to charge for cleaning of carrier bed.

For the purpose of this Agreement, “Portal to Portal” shall also mean “Portal to End of Service.”
J. **Public Safety Response** – A response which results in storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle operator, registered owner, or agent.

K. **Termination** – The permanent removal of the Contractor from evidence impound towing services for the remainder of the term of the Evidence Impound Towing Agreement.

L. **Tow Truck** – The term “tow truck” shall have the same meaning as defined in California Vehicle Code section 615(a), except that a “trailer for hire” shall not be approved for listing as a Class A tow truck.

M. **Vehicle Recovery Operation** – An operation involving the process of up-righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will usually be limited to operations requiring a Class C or D tow truck(s).

2. **RATES, CHARGES, AND FEES**

A. **Estimated Quantities** – Bid items and estimated quantities listed on the bid pricing schedule are based on past usage and have constituted a majority of the items required. Other items may be required. Quantities are subject to increase or decrease. Bid items and estimated quantities are listed for evaluation purposes only. It is necessary to bid a mark-up rate for services sought in conjunction with this Agreement outside of the scope of services. These can include the mark-up rate for Class B, C or D tows.

B. **Base Tow Rate** – The Contractor will charge the Base Tow Rate for each tow. This base tow rate shall also be known as the hourly rate for towing services. The rate for towing should be computed from portal to portal.

   Time expended in excess of the hourly rate shall be calculated in no more than one (1) minute increments. A clear, itemized, and detailed explanation of any additional service that caused the time to exceed one hour shall be documented on the invoice.

   There shall be no additional charge for services or towing performed on holidays, weekends, or during the evening or early morning hours.

C. **Vehicle Storage Fee** – Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate offered in this bid, except that, consistent with state law, no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.

D. **Winching** – Winching shall include the use of cable in one hundred (100) foot increments, the cost of which may be charged in addition to the Base Tow Rate.

E. **Out-of-Town Base Tow Rate** – An Out-of-Town Base Tow Rate shall apply to those calls for service that extend beyond the Sacramento County boundaries. This hourly rate shall be offered in this bid. The Contractor shall utilize all highways and freeways when present and possible, making all efforts to take the most efficient route. The rate for towing should be computed from portal to portal. No additional billing shall apply to out-of-town services.
F. **Labor Rate** - The hourly labor rate shall be the total hourly charge for any additional work required by the CITY, to include engine or transmission removal, or vehicle disassembly for evidence collection. Such rate will include, at a minimum, all wages, payroll taxes, fringe benefits, insurance, tools, transportation, overhead, professional and general administrative expenses.

G. **Markup Rate** - The Contractor shall submit a mark-up rate for any additional work required by the CITY for which Contractor must use a sub-contractor or procure from another company. This mark-up rate shall include the rental of specialized equipment and sub-contracting of Class B, C, or D towing services. The cost to the CITY will be the total cost incurred by the Contractor from the sub-contractor plus the mark-up percentage. The rate charged by the sub-contractor shall be reasonable and shall not be more than the sub-contractor’s posted rate. Copies of all original invoices from the subcontractor must accompany all billing to the CITY.

H. **Cancelled Tows** – If an evidence impound tow request is cancelled after a tow truck has been dispatched and the tow truck has already arrived on scene, the Contractor shall charge the CITY the Base Tow Rate for the cancelled tow.

I. **Advance Payment** – If the Contractor has towed a vehicle from the place of business of another tow company, any and all tow fees incurred by the tow company that initially towed the vehicle shall remain with that company. There shall be no advance payment of towing, storage or lien fees to other tow companies.

Where the Contractor has towed a vehicle as evidence from another tow company, that vehicle shall be released back to the tow company that initially towed the vehicle, after it is released by SPD and no longer an evidence impound pursuant to California Vehicle Code section 22655.5.

The Contractor must contact the originating tow company prior to returning the vehicle to the originating tow company to ensure that said company will accept delivery. The originating tow company retains discretion to accept delivery of a vehicle towed as evidence after the evidence impound is concluded.

- If Contractor returned the vehicle to the originating tow company, the CITY shall pay for Contractor to tow the vehicle back to the originating tow company at the base tow rate offered in this bid. The originating tow company’s fees resume from that date forward.

- If delivery is declined by the originating tow company, the Contractor may then initiate their own charges and lien processes.

J. **Additional Costs:**

1) **Actual Costs** – If a Contractor performs a service for which a required cost was not submitted to, and approved by the CITY, the Contractor shall only be entitled to charge CITY for the actual expense Contractor incurs. Example: Agreement labor rate not submitted; the Contractor may only charge for the actual rate paid for the labor.

2) **Estimate** – Whenever services are requested which are not covered herein, the Contractor shall advise the CITY or the requesting officers/detectives of the estimated cost of the service before it is performed.

3) **Lien Fees** – Lien fees shall not be charged to the CITY for any vehicle(s) that is/are stored pursuant to California Vehicle Code section 22655.5. Lien fees may be charged to the registered owner or legal owner of a vehicle once it is released from Police custody as evidence impound vehicle(s).
3. FACILITY REQUIREMENTS

A. Primary Business Office and Storage Yard Locations – The Contractor shall maintain both its primary business office and primary evidence impound storage yard within the City Limits of the City of Sacramento.

Vehicles are to be towed to the primary evidence impound storage yard, with the only exceptions being vehicles that either cannot fit in the primary storage yard, due to their size or the capacity of the primary storage yard, or vehicles that must be stored outdoors, if the primary storage yard does not offer outdoor storage. As space becomes available at the primary storage yard, vehicles shall be moved from an ancillary location to the primary storage yard. The Contractor may not impose any additional fees or charges for storage at an ancillary location.

1) Code Compliance - In addition to the provisions herein, the primary business office and primary evidence impound storage yard shall comply with the Sacramento City Code, including, but not limited to, section 17.228.107 relating to Towing Service/Vehicle Storage Yard, and section 17.612.020 relating to Paving Requirements. Ancillary storage facilities must meet the same standards as those subject to the Sacramento City Code.

Compliance must be shown through completion and passage of an onsite inspection arranged through the Code Compliance Division of the Community Development Department. The fee for this inspection, if applicable, is the responsibility of the Contractor. Any ancillary storage yards must be identified to, and inspected by, the SPD Tow Administrator or designee.

2) Address Change Notification – The Contractor must notify the CITY of any change in his/her/their primary or ancillary evidence impound storage facility locations or business office at least thirty (30) days in advance of the actual change in location. All new locations are subject to all facility requirements contained in this Agreement. Facility inspections may be conducted at any time for Agreement compliance.

3) Proof of Occupancy - The Contractor shall provide the CITY with a copy of any lease, including any modifications or extensions, for Contractor’s primary and ancillary evidence impound facility storage location(s) or business office(s), if applicable. In the event the property is owned outright, Contractor shall provide a copy of the most recent property tax bill. Failure to provide proof of occupancy may result in disqualification from this bidding process.

B. Physical Characteristics – The primary business office shall be large enough to accommodate necessary personnel and administrative records. Contractor shall provide a public, permanent restroom facility, either unisex or separate, and a public indoor, or covered outdoor, waiting area to seat at least four (4) people. Restroom facilities shall be maintained in a functional, clean and orderly fashion.

C. Public Safety – All adequate measures shall be taken to protect the safety of the public.

D. Access – The public shall have direct, unabated access to the primary business office.

E. Business Hours – Contractor shall open for business not later than 8:00 a.m., and close for business not earlier than 5:00 p.m., Monday through Friday, except for the following CITY recognized holidays: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Cesar Chavez’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

F. Signage – Contractor must meet the following signage requirements at all times:
1. The Contractor shall display a sign in plain view at all cashier stations:
   a. Disclosing all towing and storage fees and other charges in force as described in California Civil Code section 3070(d)(2)(E); and
   b. Disclosing the following information: “Any person being charged for a Lien Processing Fee is entitled to copies of the supporting documentation showing the lien processing completed as of that date.”

2. The Contractor’s place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The size of the sign and lettering shall be comparable to the sign and lettering of neighboring businesses. The sign shall be visible at night. No signage or postings shall indicate there are any evidence impound vehicles being stored at this facility for any agency.

3. The Contractor shall display in plain view and have available for handout upon request to any owner or operator of a towed or stored vehicle the Towing and Storage Fees and Access Notice required under California Vehicle Code section 22651.07(e).

G. Signage Handouts – Contractor shall, at all times, have an adequate supply of all required postings, in English, on 8.5” x 11” sheets of paper, that is readily available to the public. These handouts will contain:
   1) The Contractor’s name, address and contact phone number, and;
   2) All required postings of rates, fees, business hours and lien processes as stated in Scope of Work, Sections 3(E) and 3(F). This supply of handouts shall be publicly accessible and available for members of the public to take with them at any time.

H. Secured Facility – Contractor’s primary storage yard must offer a secure facility with four (4) solid walls, attached solid roof, and an improved surface and may offer additional indoor storage and/or fully-fenced, outdoor storage (Primary Storage Facility) for evidence impound storage. If Contractor’s Primary Storage Facility does not offer fully-fenced, outdoor storage, then Contractor’s ancillary storage facility must offer fully-fenced, outdoor storage, and may offer additional indoor storage (Ancillary Storage Facility).

SPD staff will determine the storage location (i.e. indoor storage or outdoor storage) of each vehicle at the time of impound.

Authorized SPD staff (detectives/Crime Scene Investigation [CSI]) shall have direct, unabated access to the Primary Storage Facility 24 hours a day, 7 days a week. Examples of direct access may consist of gate codes, key fobs, remote unlock, etc. The Contractor shall take all necessary measures to ensure restricted access and a high level of security at all times. No additional fee shall be charged for access to the Primary Storage Facility.

1) Primary Storage Facility
   All evidence impound vehicles designated for indoor storage must be stored indoors at the Primary Storage Facility at all times at least until processing by Detectives/CSI has been completed. The evidence impound vehicles will remain indoors at the Primary Storage Facility until Contractor is notified in writing by the SPD that the vehicle shall be moved to an outdoor storage area or to be released from SPD custody to an authorized party. The Contractor shall be responsible for moving the evidence impound to an outdoor storage area or to release the evidence impound vehicle to the authorized party.
The indoor storage area at the Primary Storage Facility designated for use under this Agreement shall not be used for any other vehicle storage while this Agreement is in effect. If no vehicles are being stored at the SPD’s direction in the designated indoor storage area, the space shall remain vacant. Vehicles that were originally towed at the SPD’s direction may continue to occupy space in the designated indoor storage area if and when another agency becomes financially responsible for their storage, only if specifically requested by the agency.

The Primary Storage Facility shall comply with the following requirements:

- An area where all evidence impound vehicles shall be kept free from any form of contamination, casual or intentional, by persons or by nature, such as touching, examining, wind, water, dust or rain, until processing has been completed.

- Evidence impound vehicles shall be clearly separated from all other stored vehicles, and Contractor’s work area, by solid walls until processing is completed.

All storage area surfaces used for the purposes of this Agreement must be improved consistent with applicable provisions of the Sacramento City Code, notwithstanding any exemptions, variances or zoning ordinances on record for the property.

- The total capacity of the Primary Storage Facility used in connection with this Agreement must total no less than 5,000 square feet for all preprocessed vehicles. All efforts shall be made to ensure adequate space available between and around each vehicle not less than three (3) feet on each side.

- The indoor storage area of the Primary Storage Facility must be secured, at minimum, by a 24 hour a day, 7 days a week ("24/7") monitored alarm system and secure door locks and pad locks for roll up door(s). The use of guard dogs is prohibited around evidence impound vehicles. No signage or postings shall indicate there are any evidence impound vehicles being stored at the facility for any agency. All additional and necessary security provisions will be employed to ensure restricted access and a high level of security at all times.

- Have adequate lighting within the evidence impound area – 28 to 65 foot candles or 300 to 700 lux. Additional supplemental lighting via skylights is acceptable but must easily achieve complete darkness during daylight hours for evidence processing.

- Location should contain a rolling work bench or two (2) carts to be used for the processing of vehicles and items of evidence.

- Contractor shall have a forklift or comparable equipment at the site for the manipulation of vehicles.

2) Ancillary Storage Facility

If Contractor’s Primary Storage Facility does not offer fully-fenced, outdoor storage, Contractor’s Ancillary Storage Facility shall, at minimum, offer a fully-fenced outdoor storage area and be alarmed or monitored by 24-hour surveillance video or both for processed evidence impound vehicles or evidence impound vehicles designated at the time of impound for outdoor storage, and may offer additional indoor storage.

Vehicles shall be moved from the Primary Storage Facility to the Ancillary Storage Facility upon the request of the SPD. The minimum size of the Ancillary Storage Facility is 2,000 square feet.
All evidence impound vehicles designated for ancillary storage must be stored in the Ancillary Storage Facility at all times, at least until released by the SPD in writing. The Contractor shall be responsible for moving the vehicle to an area to be released to an authorized party.

No signage or postings shall indicate there are any evidence impound vehicles being stored at the facility for any agency. All additional and necessary security provisions will be employed to ensure restricted access and a high level of security at all times. The Contractor may not impose any additional fees or charges for storage of vehicles at an ancillary location.

Contractor shall have a forklift or comparable equipment at the site for the manipulation of vehicles.

4. CONTRACTOR’S PERFORMANCE

A. Tow Experience – The CITY seeks a company with a minimum of five (5) years of verifiable experience in the field and a minimum of five (5) years of law enforcement towing experience; either rotational or evidence impound. References will be required as proof of this experience. All experience must have been within the previous (8) years with a minimum of one hundred twenty (150) tows per year.

B. Compliance with Sacramento City Code, State and Federal Laws – In addition to the provisions herein, the evidence impound facilities shall comply with applicable provisions of the Sacramento City Code and safety regulations applicable to the proposed use. The Contractor’s facility, towing equipment, and drivers must comply with all applicable federal, state and local laws and regulations.

C. Response Time – Response time is the period of time from a Contractor’s notification by the SPD’s designated employee until the time of arrival of the tow truck at the location requested. All road services and towing shall be provided 24/7, including holidays and weekends. All response times for all calls within the City Limits shall be within thirty (30) minutes from notification by SPD’s designated employee. Response time is critical to the maintenance of this Agreement. Failure to comply with these response times is cause for termination.

D. Storage – Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate, except that, consistent with state law, no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.

E. Moving Vehicles – During normal business hours, the Contractor shall provide assistance, including, but not limited to, moving or lifting stored vehicles, without additional charges.

If an officer impounds a vehicle for evidence and a rotational tow is dispatched, or if a vehicle is towed for other reasons and it is later determined that a vehicle is to be retrieved for any evidence purpose, Contractor shall respond immediately at the request of SPD to pick up the vehicle, 24 hours a day, 7 days a week, from the tow company that initially towed the vehicle.

F. Vehicle Releases – Prior to releasing a vehicle to the registered owner, his/her/their agent, or another tow company, a release must be obtained from the SPD for vehicles towed and/or stored pursuant to California Vehicle Code section 22655.5.

The initial notification of the vehicle release will be emailed to Contractor by the releasing detective from an official SPD email account ending with @pd.cityofsacramento.org. The email
will include an SPD 140 Form (Release of Impound Vehicle) signed by the issuing detective. The form will indicate to whom release has been authorized and the date through which the CITY will pay storage fees. All fees incurred after the date specified in the detective’s release are the responsibility of the registered owner of the vehicle.

The registered owner, or his/her/their agent, must present the SPD 140 Form (Release of Impounded Vehicle) to the tow company when picking up the vehicle. The form must be signed by the releasing detective and the registered owner, or his/her/their agent, and must be stamped by the SPD public counter staff with the date the release was issued. All vehicle release documentation shall be retained for a period of five (5) years.

G. Inspection of Towed Vehicle VIN and License Plates – The Contractor shall visually inspect, when possible and practicable, every vehicle subject to being towed, on-scene, prior to hooking up the vehicle, or thereafter within twenty-four (24) hours of each tow dispatch call, to verify that the license plates and VIN (Vehicle Identification Number) on every vehicle or trailer matches the information documented by the officer on an SPD 188 Form (Vehicle Recovery/Storage/Inventory Report). If any discrepancy exists, the Contractor will immediately notify the officer on-scene or the SPD Tow Administrator to contact the Lead Investigator assigned to the case. A new Stolen Vehicle System (SVS) entry may be needed in some instances.

H. Class B, C and D Tows – Towing of Class B, C and D vehicles may be subcontracted out to a reputable tow company at Contractor’s discretion. Billing for these tows shall utilize the mark-up rate as offered in this bid. The subcontractor will be accompanied and supervised at all times by the evidence impound Contractor’s tow driver in his/her/their authorized tow truck. This is to maintain the chain of custody of these vehicles and to ensure proper techniques are utilized during the towing operations. These vehicles shall be stored at the evidence impound storage facility at all times. Copies of all original invoices from the subcontractor must accompany all billing to the CITY.

5. CONTRACTOR’S RECORDS

A. Electronic Inventory – The successful bidder shall maintain an active electronic inventory of all vehicles placed on impound status per California Vehicle Code section 22655.5 for no less than five (5) years. Inventory shall include:

- Vehicle impound date
- SPD report number
- Related SPD report numbers, if applicable
- Vehicle year, make, model and license plate number (or last six digits of VIN number if no plate number)
- Contractor invoice number
- SPD authorized vehicle release date
- Name and badge number of SPD detective who released the vehicle

This database must be capable of generating reports for audits at any time.

B. Electronic Evidence Impound Tracker – The Electronic Evidence Impound Tracker is an electronic spreadsheet used by SPD and Contractor to track impounded vehicle information. The Contractor shall regularly enter newly-impounded evidence impounded vehicle information into the Evidence Impound Tracker using an electronic submittal form provided to the Contractor by the CITY. The Contractor shall also use the electronic submittal form to enter storage location updates when a vehicle is moved from one location to another location (e.g. from the Ancillary Storage Facility to the Primary Storage Facility).
The Contractor shall have limited, read-only access to the electronic Evidence Impound Tracker through a link provided to the Contractor by the CITY. All other use and maintenance of the Evidence Impound Tracker will be done by SPD staff only.

C. **Invoices** – All invoices submitted for payment to the CITY shall include:

- Invoice date
- Invoice number
- Contractor’s business name and remit to address
- Bill to: City of Sacramento Police Department
- Purchase Order number
- Vehicle year, make, model, and license plate number (or last six digits of the VIN number if no plate number)
- SPD report number
- Address/location from which the vehicle was picked up
- Address to which the vehicle was towed
- Starting and ending times of the tow service
- Separate line items for each rate or fee being billed, listing the quantity, rate and amount being billed.
- Storage fees must list the time period the vehicle was stored (ex: storage from 12/23/22 through 5/15/22)
- Total invoice amount due

If invoices are incorrectly priced, the CITY shall notify the Contractor and will withhold payment until the pricing is corrected. Continual invoice errors is cause for termination. Invoice records shall be retained for a period of five (5) years.

D. **Tow Records** – The Contractor shall maintain records as described below of tow services provided to public agencies as well as all private persons or entities while under agreement with the CITY. Such records shall be retained for a period of five (5) years and shall be open to inspection during normal business hours immediately upon request by representatives of the CITY.

At a minimum, records shall contain:

1) **Tow Services** – The contractor shall record the following information for every tow:

- Original or copy of the SPD 188 Form (Vehicle Recovery/Storage/Inventory Report)
- Name, address, and phone number of the person, if known, whose vehicle was towed
- Vehicle, year, make, model and license plate number (or last six digits of VIN number if no plate number)
- Address/location from which the vehicle was towed
- Name and employee number, if applicable, of driver assigned to each tow
- Address to which the vehicle was towed (if different from Contractor’s primary storage facility)
- Reason for tow
- If a secondary tow is made, the address/location to which the vehicle was towed, and any and all subsequent location transfers, including the dates and times of each move
- Name of party to whom the vehicle was released
- Method and date of payment
- All fees and charges for said tow, showing specifically towing, storage, lien fees, etc.
- Any items of personal property released from a vehicle, including the date and time of release and name of the person receiving the items
- Disposition of towed vehicles that are unclaimed
• All proceeds from the sale of towed vehicles that are unclaimed
• All documentation of purported claims relating to damage, theft, vandalism, other acts of negligence, or damage from natural disasters, as they relate to each involved vehicle or trailer.
• Date and time the request for tow was received
• Date and time a tow unit departed the location of dispatch
• Date and time the tow unit arrives at the Contractor's storage facility with the towed vehicle
• Date and time of release of the vehicle

2) Lien Sale Data – The Contractor shall record the following information for every lien sale:
• Date the lien processing began
• Date the notice of lien sale was mailed
• Date and time of lien sale
• Location of lien sale
• Identification of purchaser
• Proceeds received as a result of the lien sale
• Amount of excess proceeds forwarded to the State of California Department of Motor Vehicles pursuant to California Civil Code section 3073(b).

E. Personnel Records – All employees, drivers, and subcontractors, both current and former, shall have a secured personnel file at the Contractor's primary business office that shall contain at a minimum, records related to their employment, training, discipline, FMLA and leave requests, vacation requests and sick time records. Any additional personnel documentation needed to comply with any CITY agreement shall also be contained within these records.

6. TRUCK DRIVER AND EQUIPMENT SPECIFICATIONS

A. Background Check Requirements – The successful bidder shall maintain a current CITY Tow Truck Permit for each tow vehicle used under any Agreement resulting from this solicitation. All drivers shall have a valid CITY Tow Driver Permit. Copies of permits must be presented upon request. Failure to maintain current permits is cause for termination. All company personnel who have access to the evidence impound storage area must undergo an annual background check. All tow drivers shall undergo a background check when they renew their CITY Tow Driver Permit. All associated costs shall be at the Contractor's expense, including fingerprinting. No prior felons with convictions within the last five (5) years will be allowed access to the storage area or be allowed to respond to tow any evidence impound vehicle, regardless of CITY permit status.

Note: All permits must be in force prior to award of any agreement or any extension renewal.

B. Mechanic or Mechanical Technician – A Mechanic or Mechanical Technician must be available to work normal business hours: Monday through Friday, 8am to 5pm and also available on a 24/7 on-call basis with a thirty (30) minute response time. This person must be capable of assisting in a variety of automotive disassembly techniques including removing engines, transmissions, door trim panels, dash covers, windows, and opening trunks or hoods. Additionally, all tools necessary to provide these services should be readily available, including hand-tools, cherry picker or similar devices, and any pneumatic-tools.

C. Forklift/Operator – Contractor must have a forklift available on-site at all times capable of lifting and moving any Class A vehicle, or a portion thereof, within the evidence impound storage area. Not all vehicles will be complete or be capable of rolling on their own. A wheel dolly is not sufficient and is not an acceptable substitute. Contractor must employ at least one (1) Certified
Forklift Operator (per 29 CFR 1910.178(l)(6)) available to work normal business hours, Monday through Friday, 8am to 5pm and also available on a 24/7 on-call basis with a thirty (30) minute response time. Operator must be certified to operate any designated forklift.

D. Tow Vehicles – The Contractor must have a sufficient number of qualified drivers with CITY Tow Truck Permits and a minimum of four (4) Class A tow vehicles with a minimum of 15,000 GVWR meeting the tow truck specifications and having the equipment specified for a Class A tow truck. This requirement must be met with a minimum of two (2) recovery/wheel lift trucks and the remainder any combination of recovery/wheel lift or flatbed carrier trucks. All tow trucks used must have a valid CITY Tow Truck Permit and must meet all federal and state requirements and laws. The Contractor shall use only tow vehicles that are certified by a state-licensed inspection facility or have received a certificate issued by the California Highway Patrol for response to tow requests.

E. Changes of Equipment or Drivers – The Contractor shall immediately notify the Sacramento Police Department Tow Administrator in writing of any changes in or additions to drivers, equipment or employees, including deletion of tow trucks.

7. PROFESSIONAL DEEMANOR AND CONDUCT

A. Professional Demeanor and Conduct – At all times Contractor, Contractor’s tow truck drivers, other employees and any sub-contractors shall conduct themselves in a courteous, honest, and professional manner in all dealings with the public and the CITY’s employees, volunteers, and agents. The CITY may at any time conduct random customer service inquiries with persons whose vehicles have been towed by any contractor acting under an Agreement with the CITY for these services. Failure to comply with this requirement is cause for termination.

All tow operators working under Agreement for the CITY for evidence impound services will abide by the California Tow Truck Association (CTTA) Code of Ethics:

- To show my faith in the worthiness of my profession by upholding high standards, honor, and a high degree of integrity
- To provide the general public with the best possible service and to promote a sense of personal obligation to each individual
- To comply with all federal, state, county and city laws and regulations
- To aid my fellow industry man in time of need and not to do anything which might conceivably injure the reputation of my competitors
- To seek success and to demand fair remuneration that is justly due, but accept no profit at the loss of my own self-respect because of unfair advantage taken or questionable acts on my part
- To provide the public with adequate equipment, which is kept as clean and neat as possible, and to train my drivers to be polite and courteous during public contact
- To employ truth and accuracy in advertising and soliciting and to honor any commitments made in the course of business

B. Misconduct – While under Agreement with the CITY, Contractor and his/her/their employees shall refrain from any acts of misconduct, including, but not limited to any of the following:

1) Rude or discourteous behavior directed towards CITY personnel or persons for whom service is provided. Rude or discourteous behavior shall mean any act that would insult, aggravate, disturb or frustrate a person of reasonable sensibilities, which act(s) include, but are not limited to, using profanity or inappropriate language, manifesting an uncooperative and/or angry/aggressive demeanor, performing acts of vandalism, failing to respond to questions in a courteous and professional manner, intentionally misrepresenting rates or tow procedures or attempting to manipulate rates or procedures to the detriment of the public or CITY employees.
2) Sub-standard service, customer service, selective service, or refusal to provide service which the tow company is capable of performing

3) Any act of sexual harassment or sexual impropriety

4) Unsafe driving practices

5) Any objective symptoms of alcohol and/or drug use/abuse by any personnel while performing any tow services.

8. ADMINISTRATIVE MATTERS

A. Transfer of Business - The Contractor shall in writing or through electronic mail, notify the SPD Tow Administrator immediately upon transfer of ownership of all or part of the company. Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY’s written consent shall be void and of no effect.

B. Period of Performance - Any agreement(s) resulting from this bid shall be effective for a five (5) year period from the date of award by CITY. Prices offered will be fixed for the life of the agreement according to those prices listed in the Pricing Schedule.

1) Expiration/Termination - Unless sooner terminated, the Contract shall expire September 30, 2027. Notwithstanding the terms of the Evidence Impound Towing Agreement and the discipline procedures contained herein, the Evidence Impound Towing Agreement may be terminated at any time by either party with or without cause. The Contractor agrees that the disciplinary procedures contained herein do not affect the CITY’S ability to terminate the Contract at the discretion of the SPD without cause. Nothing in the Contract shall be construed to create any property rights, interests or licenses held by the Contractor.

C. Compliance – Bidders must comply with all requirements of this scope of work effective the date the bid is submitted to the CITY. Compliance will be subject to immediate inspection and verification. Failure to comply may result in disqualification from this bidding process.

D. Agreement Violations and/or Complaints

When the Contractor or his/her/its employees have violated any of the terms of the Agreement or any law, and upon completion of any investigation, the CITY shall inform the Contractor, in writing, of any disciplinary action to be taken, up to and including disqualification or termination.

E. Certificate of Secretary/Fictitious Name Statement – The successful bidder must provide a Certificate of Secretary, Fictitious Name Statement, or written explanation of exemption.

F. Purchase Order – A purchase order will be issued to the Contractor on behalf of the CITY organization(s) that will be ordering items/services covered in the Agreement. The purchase order will be enclosed with the resulting Agreement or will be issued shortly thereafter and will become an integral part of the resulting Agreement. Each purchase order will cite a specific dollar amount to cover a particular item/service or any and all items/services for a period of time. If an Agreement is for a specific period of time and extends beyond the close of the CITY’s fiscal year (i.e., June 30th), additional purchase orders may be issued.

The purchase order does not supersede any provision of the resulting Agreement. Performance times and dates are determined solely by the Agreement and any modifications thereto.
Delivery of material and/or services is not to begin until receipt of the purchase order and/or notification by the City Procurement Services Manager.

G. Non-Exclusive – The services provided to the CITY in this Agreement are not exclusive and the CITY may seek the same services from another vendor.

H. Acceptance of Bid – By submitting a bid, bidders understanding and agree to each and all of the terms, conditions, provisions and requirements provided herein.

9. INSURANCE REQUIREMENTS

Insurance Requirements - During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in the insurance terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the services provided by Contractor under this Agreement. No additional compensation will be provided for Contractor’s insurance premiums.

It is understood and agreed by the Contractor that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Agreement.

The failure to maintain adequate insurance coverage for any reason at any time can be reason for termination.

A. Minimum Scope & Limits of Insurance Coverage

1. Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. A Garage Liability policy with limits of $1,000,000 may be substituted for the commercial general liability policy.

2. Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

3. Garage Keepers Liability policy in the amount of at least $500,000.

4. Workers’ Compensation Insurance with statutory limits, and Employers’ Liability Insurance with limits of not less than one million dollars ($1,000,000). The Worker’s Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers’ Compensation waiver of subrogation in favor of the CITY is required for all work performed by the Contractor.

B. Additional Insured Coverage

1. Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds
as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

   ____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

(2) __Automobile Liability Insurance_: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. __Other Insurance Provisions_

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor’s insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of Contractor’s insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.

(3) Coverage shall state that Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. __Acceptability of Insurance_

Insurance shall be placed with insurers with a Bests’ rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 9 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. __Verification of Coverage_

(1) Contractor shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the Sacramento Police Department Tow Administrator. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:
City of Sacramento
c/o EXIGIS LLC
P.O. Box 4668 ECM- #35050
New York, NY 10168-4668

Insurance certificates also may be faxed to (888) 355-3599, or e-mailed to:
certificates-sacramento@riskworks.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the
certificates of insurance and endorsements required have not been provided prior
to execution of this Agreement. The CITY may withhold payments to Contractor
and/or cancel the Agreement if the insurance is canceled or Contractor otherwise
ceases to be insured as required herein.

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage
that meets the minimum scope and limits of insurance coverage specified in subsection
A, above.
EXHIBIT B

PAYMENT

1. **Contractor’s Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of $1,000,000. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.

2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.

3. **Contractor’s Reimbursable Expenses.** “Reimbursable Expenses” are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.

4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.

5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City’s satisfaction.

   A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.

   B. Invoices must be submitted to either of the addresses specified below.
      (1) Email. Submit email invoices and any attachments to:
           
           apinvoices@cityofsacramento.org

      (2) Postal Mail. If emailing is not an option, mail to:
           A/P Processing Center
           City of Sacramento
           915 I Street, Floor 4
           Sacramento, CA 95814-2608

   C. All invoices submitted by CONTRACTOR must contain the following information:

      (1) Job/Project Name
      (2) CITY’s current Purchase Order Number
      (3) Contractor’s Invoice Number
      (4) Date of Invoice Issuance
      (5) Work Order Number (if applicable)
      (6) CITY representative identified on the Purchase Order
      (7) Contractor’s remit address
(8) Itemized description of items billed under Invoice
(9) Itemized description of all authorized Reimbursable Expenses
(10) Itemized description of all applicable taxes (sales, use, excise, etc.)
(11) Amount of invoice (itemize all authorized Reimbursable Expenses)
(12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor’s failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City’s right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6. Additional Services. Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City’s contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.

7. Accounting Records of Contractor. During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor’s costs for performance under this Contract and records of Contractor’s Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.

8. Tax Payments. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor’s compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor’s breach of this section.

9. Public Works Requirements. [To be completed by the City Representative:]

The services provided under this Contract include [check one if applicable]:

_________ Construction work in an amount exceeding $25,000;
Land Surveying, material testing, or inspection services provided for a City construction project curing the design, pre-construction, construction, or post-construction phases of the project; or

Alteration, demolition, repair, or maintenance work in an amount exceeding $15,000.

If any of the lines is checked above, this Contract includes “Public Work” under the California Labor Code and is subject to the following requirements:

A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the City’s Labor Compliance Program should be directed to the City Representative.

B. DIR Registration: California Labor Code Section 1725.5 requires the Contractor and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR’s website at http://www.dir.ca.gov/Public-Works/Contractors.html. The above summary is provided solely for informational purposes and does not in any way affect the Contractor’s and subcontractors’ obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor’s and any subcontractors’ current DIR registration number(s). The Contractor’s current DIR registration number and the
current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

C. **Workers' Compensation Certification.** In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.

D. **Apprentices.** If this Contract is for the performance of any Public Work, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.

E. **Working Hours.** If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.

F. **Failure to Comply with Labor Compliance.** If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

G. **Subcontractors.** The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.
G. PRICING SCHEDULE

For furnishing the City of Sacramento Police Department with high quality Evidence Impound Towing and Storage Services as required in accordance with the provisions and specifications contained herein.

The bid items and estimated quantities listed are for evaluation purposes only and are an annual estimate of the CITY's possible requirements. Contractor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

Unit Cost is the cost for the individual item; Extended Cost is calculated by multiplying the Unit Cost by the Estimated Quantity.

All items must be completed and priced for bid to be considered responsive. Failure to complete all items below will result in the rejection of bid. No surcharges, fuel charges, or other extraneous charges will be allowed.

Refer to the Scope of Work Section 2, Rates, Charges and Fees for detailed explanations of each bid item.

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Quantity</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>320 tows</td>
<td>Base Tow Rate (hourly rate) (Scope of Work Section 2.B.)</td>
<td>$120-</td>
<td>$38,400-</td>
</tr>
<tr>
<td>2</td>
<td>11,000 days</td>
<td>Vehicle Storage Fee (per day charge) (Scope of Work Section 2.C.)</td>
<td>$14-</td>
<td>$154,000-</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Winching (per 100ft of cable) (Scope of Work Section 2.D.)</td>
<td>$50-</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Out-of-town base tow Rate (hourly rate) (Scope of Work Section 2.E.)</td>
<td>$120-</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Labor Rate (hourly rate) (Scope of Work Section 2.F.)</td>
<td>$120-</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Mark Up Rate (percentage) (Scope of Work Section 2.G)</td>
<td>%10-</td>
<td>%</td>
</tr>
</tbody>
</table>

**SUB-TOTAL COST**
EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor’s insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

   Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

   The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

   **X** Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

   The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

   **___** No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

   “Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a
vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers’ Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

   - X **Workers’ Compensation Insurance is required with statutory limits and Employers’ Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.**

   - ___ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers’ Compensation waiver of subrogation in favor of the CITY is not required.

   - ___ No Workers’ Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

     “Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers’ Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers’ Compensation with statutory limits and Employer’s Liability Insurance with a limit of not less than one million dollars ($1,000,000) is required. The Workers’ Compensation policy will include a waiver of subrogation in favor of the City.”

6. **Other Insurance Provisions.** The policies must contain, or be endorsed to contain, the following provisions:

   A. Contractor’s insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor’s insurance and will not contribute with it.

   B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.

   C. Coverage shall state that Contractor’s insurance applies separately to each insured
against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

7. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests’ rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. **Verification of Coverage.**
   A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

   B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

   City of Sacramento  
c/o Exegis LLC  
PO Box 947  
Murrieta, CA 92564

   C. Certificate Holder must be listed as:

   City of Sacramento  
c/o Exegis LLC  
PO Box 947  
Murrieta, CA 92564

   D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.
ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
Lic # G111911
10940 White Rock Rd., 2nd Floor
Rancho Cordova, CA 95670

INSURED
Central Valley Towing, Inc.
8240 14th Avenue
Sacramento, CA 95826

COVERAGE
CERTIFICATE NUMBER: CPO164144703
COVERAGE NUMBER: A

A. COMMERCIAL GENERAL LIABILITY
   X COMMERICAL PROFESSIONAL LIABILITY CLAIMS-MADE [X] OCCUR
   X BI/PD Ded: $1,000
   GENERAL AGGREGATE LIMIT APPLIED PER: POLICY
   X POLICY Y JECT LOC

   POLICY PERIOD: 06/30/2021 TO 06/30/2022

   LIMITS:
   EACH OCCURRENCE: $1,000,000
   MED EXP (Any one person): $5,000
   PERSONAL & ADV INJURY: $1,000,000
   GENERAL AGGREGATE: $2,000,000
   PRODUCTS - COMPOUT AGG: $2,000,000

B. AUTOMOBILE LIABILITY
   ANY AUTO CLAIMS-MADE [X] OCCUR
   SCHEDULED AUTOS
   COVERED AUTOS ONLY
   NONCOVERED AUTOS ONLY
   GENERAL AGGREGATE: $1,000,000
   MEDICAL LIMITS: $5,000

C. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
   ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED
   30/60/90 DAYS IN INJURY PER PERSON
   $100,000

D. Garagekeepers / On-Hook Liab.
   $500,000 Lmt/$1,000 Ded

A. Cargo
   $500,000 Lmt/$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder, its officials, employees and volunteers are named as additional insured as it relates to general liability form CO20206013 & CO20126013 auto liability per form C-A20481013. A waiver of subrogation is granted as it relates to workers compensation per form WC599637. The above stated coverages apply to:

See attached schedule.

CERTIFICATE HOLDER
City of Sacramento c/o EXIGIS
Risk Management Dept.
915 1st Street, 4th Floor
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 2016-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Named Insured: CENTRAL VALLEY TOWING, INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
</tr>
</tbody>
</table>

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Sacramento Its Officers, Employees and Agents</td>
</tr>
<tr>
<td>Risk Management Division</td>
</tr>
<tr>
<td>915 1ST</td>
</tr>
<tr>
<td>Fourth Floor</td>
</tr>
<tr>
<td>Sacramento CA USA 95814</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I — Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10 13 © Insurance Services Office, Inc., 2011
T his endorsement changes the policy. Please read it carefully.

Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

State or Governmental Agency or Subdivision or Political Subdivision:

City of Sacramento Its Officers,
Employees and Agents

Risk Management Division
915 I ST
Fourth Floor
Sacramento, CA USA 95814

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement; or

   2. Available under the applicable limits of insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the schedule.

The additional premium for this endorsement shall be 5% of the California Workers' Compensation premium otherwise due on such remuneration, subject to a minimum premium of $50.

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF SACRAMENTO C/O EXIGIS</td>
<td>PER REQUEST</td>
</tr>
<tr>
<td>RISK MANAGEMENT DEPT.</td>
<td></td>
</tr>
<tr>
<td>915 I STREET, 4TH FLOOR</td>
<td></td>
</tr>
<tr>
<td>SACRAMENTO, CA 95814</td>
<td></td>
</tr>
</tbody>
</table>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/21/2021 Policy No. WSA 5027872 07
Endorsement No. 005
Insured CENTRAL VALLEY TOWING INC
Premium $ INCL.
Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By ________________________________
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Sacramento Its Officers, Employees and Agents
Risk Management Division
915 I ST
Fourth Floor
Sacramento CA USA 95814

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
EXHIBIT D

GENERAL CONDITIONS

1.  Independent Contractor.

A.  It is understood and agreed that Contractor (including Contractor’s employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor’s assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor’s employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.

B.  It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City’s control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor’s sole discretion based on the Contractor’s determination that the use will promote Contractor’s efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.

C.  If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor’s assigned personnel and subcontractors.

D.  The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.
2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.

3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party’s performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor’s personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor’s personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City’s interests or that would in any way hinder Contractor’s performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City’s written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City’s interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.

7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as “City Information”) that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or
communicate in any manner any City Information to any third party without the City’s prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions #30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term “information” means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerizable data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party’s trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City’s failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.

C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor’s proposal to City or in connection with Contractor’s performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked “trade secret” when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual “trade secret” designation of such information.

D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated “trade secret” by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.
9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor’s obligations to the City under this Contract.

10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor’s profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor’s profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor’s staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City’s subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor’s performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency/non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor’s source stating the reason for the disruption.

13. **Term; Suspension; Termination.**

A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.

B. City shall have the right at any time to suspend Contractor’s performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of
such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

1. Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

2. The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. **Default by Contractor.** In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. **Guarantee and Warranty.** Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and
Services will in no way affect City’s warranty rights.

16. Indemnity.

A. **Indemnity:** Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City’s staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “Liabilities”), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

B. **Insurance Policies; Intellectual Property Claims:** The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City’s rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.

C. **Survival.** The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.

B. The City’s payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.

C. This Section shall govern over any other contrary provision of the Contract.

18. **Equal Employment Opportunity.** During the performance of this Contract, Contractor, for itself,
its assignees and successors in interest, agrees as follows:

B. **Compliance With Regulations:** Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled “Equal Opportunity in Federal Employment,” as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the “Regulations.”

C. **Nondiscrimination:** Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

D. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor’s obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

E. **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.

F. **Sanctions for Noncompliance:** In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:

1. Withholding of payments to Contractor under this Contract until Contractor complies;
2. Cancellation, termination, or suspension of this Contract, in whole or in part.

G. **Incorporation of Provisions:** Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City’s interests.
19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.

20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.

21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.

22. **Waiver.** Neither the City’s acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.

23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City’s written consent shall be void and of no effect.

25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.

26. **Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
27. **Debarment Certification**

A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

1. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

2. Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

3. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

4. Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

5. Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor’s responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government’s System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor’s warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.
SECTION III – REQUIREMENTS

H. BID SIGNATURE PAGE

Bid No. B231100113101

FOR SERVICES/SUPPLIES: Evidence Impound Towing and Storage

To the City of Sacramento:

The undersigned bidder (hereafter referred to as the "bidder" or the "Contractor") submits the attached bid, and certifies as follows: that the only persons or parties interested in this bid as principals are those named herein as bidder; that this bid is made without collusion with any other person, firm, or corporation; that in submitting this bid the bidder has examined all of the Contract Documents identified below; that the bidder proposes and agrees that if this bid is accepted, the bidder will execute and fully perform the contract for which bids are called; that the bidder shall perform all the work and/or furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder shall take in full payment therefore, the prices set forth in the attached Pricing Schedule.

CONTRACT DOCUMENTS

Performance of and payment for the contract for which bids are called shall be subject to all terms and conditions of the Invitation for Bid, the Bid Instructions and Requirements, the Bid, the Pricing Schedule(s), the Items Requiring Bidder Response, the Required Submittals, the General Conditions, General Provisions and any Addenda, Amendments, Special Provisions, Specifications, Plans, or other requirements applicable to performance of the work and/or furnishing the materials specified herein. Such documents referred to herein as the "Contract Documents", are fully incorporated herein by this reference and are collectively referred to as the "Contract". By submitting this Bid, the Contractor agrees to fully perform each and every provision of the Contract, provided that City awards the Contract to the Contractor, and provided further that City shall have no obligation hereunder unless and until such award is made. Contractor shall not make any changes to this form without City's written approval, and any changes made without such approval shall be void.

To Be Filled Out By Bidder

NAME OF CONTRACTOR: Central Valley Towing, Inc

ADDRESS: 8240 14th Ave Sacramento, CA 95820

PHONE #: 916-457-4000 FAX #: 916-457-1380 E-MAIL: BVT@YAHOO.COM

STATE TAX I.D. #: 21928862 FED. TAX I.D. #: 60-B-0343954

City of Sacramento Business Operation Tax Certificate #: 174 598

(Contract award will not be processed without a valid and current Certificate Number.)

TYPE OF BUSINESS ENTITY (check one): Individual/Sole Proprietor Partnership
Corporation Limited Liability Company

(please specify):

BY: (signature of authorized person) Eric Foster

PRINT NAME: Eric Foster

TITLE: CEO

(Form Approved by City Attorney 9-17-12)
Note: All information submitted in connection with a bid is submitted under penalty of perjury. The City shall have the right to terminate at any time any contract awarded pursuant to a bid that contains false information.
Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: 

Print name: 

Title: 

For: Howard Chan, City Manager

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Attorney

Attachments

Exhibit A   Technical Specifications
Exhibit B   Payment
Exhibit C   Insurance
Exhibit D   General Conditions
Attachment 1 to Exhibit A
Attachment 1 to Exhibit B
CONTRACTOR:

Central Valley Towing, Inc.

NAME OF FIRM

68-0343954

Federal I.D. No.

2172062

State I.D. No.

129598


TYPE OF BUSINESS ENTITY (check one):

☐ Individual/Sole Proprietor
☐ Partnership
☒ Corporation (may require 2 signatures)
☐ Limited Liability Company
☐ Other (please specify: ____________________)

Signature of Authorized Person

Eric Foster

Print Name and Title

CEO

Additional Signature (if required)

Print Name and Title

GOODS and NPSA Signature Page — Approved by CAO 11-1-2019