

**CITY OF SACRAMENTO
SACRAMENTO POLICE DEPARTMENT
ON-CALL REQUEST FOR QUALIFICATIONS (RFQ)
2020 TOW ROTATION SERVICES**

Applications must be received by mail, email or in person to:

Sacramento Police Department
Attn: Tow Program Administration Office
5770 Freeport Blvd., Suite #100
Sacramento, California 95822-3516
tow-administrator@pd.cityofsacramento.org

Application Deadlines:

Applications received **no later than 1200 Hours (Noon) on December 1, 2019,**
will be considered for a contract award date of January 1, 2020.

Applications received **after December 1, 2019 and before November 15, 2020,** will be
considered for a later contract award date.

Applications received **after November 15, 2020,** will be considered at the
discretion of the City.

APPLICANT CONTACT INFORMATION:

Name: _____

Address of
Primary Location: _____

Address of
Secondary Location: _____

Point of Contact: _____

Telephone: _____

Facsimile: _____

Email: _____

Applicant Name: _____

**CITY OF SACRAMENTO
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Applicant Name: _____

1. ADMINISTRATIVE INFORMATION

- A. On-Call Request for Qualifications (RFQ) - The City of Sacramento ("CITY") invites applications from experienced, qualified tow companies to participate in the Tow Rotation Services Program for the Sacramento Police Department as described in this On-Call Request for Qualifications (RFQ).
- B. Contract Award Date - The anticipated award/start date is January 1, 2020.
- C. Using Agencies - City of Sacramento
- D. Key Action Events and Projected Dates

<u>Event</u>	<u>Date</u>
Release of RFQ	November 7, 2019
Deadline for Submission of Applications to CITY for January 1, 2020, Contract Award Date	December 1, 2019

Applications received after December 1, 2019 and before November 15, 2020, will be considered for a later contract award date.

Applications received after November 15, 2020, will be considered at the discretion of the CITY.

NOTE: CITY reserves the right to modify the above dates. Any changes will be forwarded to prospective applicants in writing.

- E. Period of Performance - This contract will begin on the date of award and run through December 31, 2020, with renewal options not to exceed five years. It is the CITY'S sole discretion as to whether or not the option period(s) will be exercised. The option period(s) will be exercised when it is deemed most advantageous to the CITY and when the Contractor has performed successfully in accordance with the Scope of Work and all terms and conditions of the Non-Professional Services Agreement.

- F. Local Business Enterprise (LBE) Participation Program

The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are not applicable to this Contract.

- G. Applications - Responses are to be typed or neatly printed on this form, rather than on applicant prepared forms. If the space is inadequate, attach additional pages as necessary to provide complete responses. If additional pages are needed and attached, clearly indicate the item to which the response applies. **The applicant is required to provide a response to each item in this On-Call Request for Qualifications. The responses will be considered in evaluating the applications.** Provide the name of the applicant firm at the top of each page in the space indicated for "Applicant Name: _____". Completed applications shall be delivered by mail, email or in person to:

Applicant Name: _____

Sacramento Police Department
Attn: Tow Program Administration Office
5770 Freeport Blvd., Suite #100
Sacramento, California 95822-3516
tow-administrator@pd.cityofsacramento.org

- H. Date of Submission - An original application with all required documents and attachments must be received by the CITY as listed above not later than 1200 hours (Noon) on December 1, 2019, to be considered for the contract award date of January 1, 2020.

Applications received after December 1, 2019 and before November 15, 2020, will be considered and if approved, placed on the tow rotation with a later contract award date. If the tow rotation is full, the approved tow company will be placed on a waiting list and notified once a spot becomes available. The contract expiration date will remain the same regardless of when the tow company joins the contract.

Applications received after November 15, 2020, will be considered at the discretion of the CITY.

- I. Interpretation of Documents and Questions - If any applicant contemplating submission of an application is in doubt as to the meaning of any part of the RFQ or other proposed contract documents, the applicant may submit to the CITY a written request for interpretation thereof. Replies to such inquiries will be published in the form of an Addendum. The CITY will not be responsible for oral or other explanations or interpretations of the documents. Errors or omissions in the RFQ, if the work is reasonably implied, shall be construed as being inconsequential and the work reasonably implied shall be deemed to be required as a part of the general contract without addition by the CITY.

Inquiries concerning any aspect of this RFQ and contract award should be submitted in writing to:

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

- J. Withdrawal of Applications - Unauthorized conditions, limitations, or provisions attached to an application may be cause for its rejection. No oral, facsimile or telephonic applications or modifications will be considered. The application may be withdrawn upon request by the applicant without prejudice to the application prior to, but not after the time fixed for opening of applications, provided that the request for withdrawal is in writing, has been executed by the applicant or the applicants duly authorized representative, and has been filed with the CITY.
- K. Late Applications – Applications received after December 1, 2019 and before November 15, 2020, will be considered for a later contract award date. Applications received after November 15, 2020, will be considered at the discretion of the CITY.

Applicant Name: _____

- L. Rejection of Applications - The CITY reserves the right to reject any and all applications received in response to this request, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the CITY. THE CITY MAY IN ITS DISCRETION DETERMINE NOT TO AWARD A CONTRACT SOLELY ON THE BASIS OF THIS ON-CALL REQUEST FOR QUALIFICATIONS AND WILL NOT PAY FOR THE INFORMATION SOLICITED OR OBTAINED. The information obtained will be used in determining the application(s) that best meets the CITY'S needs.

All material submitted that has not been clearly designated in the application itself as proprietary information becomes the property of the CITY and may be returned at the CITY'S option.

Applications submitted become the property of the CITY and may be reviewed and evaluated by anyone at the discretion of the CITY.

- M. Applicant's Cost - Costs of developing applications are entirely the responsibility of the applicant and shall not be chargeable in any manner to the CITY.
- N. Acceptance of Application - Any applicant submitting an application shall there by automatically agree to each and all of the terms, conditions, provisions and requirements set forth and contemplated in this On-Call Request for Qualifications.
- O. Acceptance of Application Content - The contents of the application of the successful applicant will become contractual obligations to be contained in a formal written contract. Failure of the successful applicant to accept these obligations in a formal contract may result in cancellation of the award.
- P. Tow Services Contract - This RFQ, including all attachments, will become part of the Tow Services Contract executed between the CITY and the Contractor.
- Q. General Conditions - The general conditions and technical requirements outlined in this document shall be applicable to all work.
- R. RFQ Errors - Should an applicant feel that an error appears in the RFQ documents, the applicant shall notify the CITY no later than December 1, 2019. See Administrative Information, Section 1(I), for contact information.
- S. Changes -The CITY shall have the right at all times to require changes in, additions to, or omissions from the work contemplated by the contract documents, and the same shall not void the contract. Any changes made to the Scope of Work, price, or schedule (i.e. third-party billing, third party dispatching, etc.) shall be documented by a written modification to the contract. This written modification will be received by the Contractor and signed by both parties prior to initiation of any work. Failure of the Contractor to accept notification and sign and agree to any changes shall result in suspension or termination of the contract and removal from the tow rotation.
- T. Open Enrollment – Tow companies will have the ability to apply to the tow rotation program throughout the term of the RFQ. Applications received after December 1, 2019 and before November 15, 2020, will be considered for a later contract award date. Applications received after November 15, 2020, will be considered at the discretion of the CITY.

Applicant Name: _____

2. EVALUATION CRITERIA

- A. General - An evaluation team will validate and evaluate all applications received. **All requirements identified in this RFQ must be satisfied in order to ensure that an application will qualify for consideration.** Failure to satisfy all requirements identified in this RFQ may be cause for rejection of the application.
- B. Evaluation Process - A pass/fail system will be used to evaluate the applications. Evaluation of the applications is expected to be completed within thirty (30) calendar days after the RFQ submission deadline. After an initial application evaluation is complete, site inspections of qualified companies' business offices and storage yards will be conducted.

The evaluation team will look at the applications and rate each in the following areas:

C. Evaluation Criteria

- (1) Tow Company - The CITY is looking for company/companies that have a minimum of three (3) years of verifiable experience in the field. As drivers will interact with the public on a daily basis, it is important that all drivers are able to read, write, speak, and understand the English language. It is also essential that the company keep detailed, accurate, and easily retrievable records. See Scope of Work, Section 7(A), Contractors' Records.
- (2) Adequacy and Completeness of Application Package - The evaluation panel will review all of the applications to ensure completeness. The criteria shall specifically include verification that the Applicant filled out all information in accordance with the directions. Additionally, verification of copies of all the requested information such as insurance certificates, lease contract, property tax certificate, applicable permits, and rotation tow listing application, will also be evaluated for completeness. Incomplete RFQ's will be cause for rejection of the RFQ.
- (3) Prior Contract Compliance - It is important to the CITY that the Applicant be highly qualified with no history of adverse actions. The evaluation team will check records for a history of complaints from the public as well as the Sacramento Police Department and Sacramento City Code Enforcement. The evaluation team will contact submitted references and seek responses that reveal both positive and/or negative performance. The team will also check for disciplinary actions. Past performance history will be evaluated for customer service, timely responsiveness to requests for service, alternately, passing on or refusing a request for service.
- (4) Tow Vehicles - It is imperative to the CITY that all tow vehicles are equipped in accordance with California Highway Patrol (CHP) guidelines and have passed an annual CHP approved Driver and Truck inspection. See Attachments D and E.

Additionally, Contractor shall maintain a current and valid City of Sacramento Tow Vehicle Permit on every vehicle used on the tow rotation and anytime it is operated within the City limits.

Applicant Name: _____

- (5) Tow Contractor Facilities - It is important that the tow contractor facilities have adequate signage and lighting. The Contractor shall maintain its primary storage yard within the Sacramento City limits. Nothing in this section will prohibit the Contractor from operating a secondary storage facility approved by the CITY within two (2) air miles of the closest Sacramento City boundary. Signage must be clearly displayed and visible from the street. It must meet the minimum provisions of Section 3070 of the California Civil Code towing, labor rates, as well as the lien processing fee must be plainly displayed. Company shall have a public restroom and waiting area for its customers. Company shall have adequate fencing in compliance with Sacramento City Code. All tow contractors shall comply with all Federal laws, California State laws and local Sacramento City ordinances. See Scope of Work, Section 4(A).

NOTE: Written documentation from Sacramento City Code Enforcement verifying the facility is in compliance with all applicable City Codes must be received prior to initiation of a contract and the tow company is responsible for any inspection fee.

- (6) Drivers - Drivers shall be adequately trained, with a valid California driver's license for the particular class of vehicle they will be using. Pursuant to California Vehicle Code Section 1808.1, all tow truck drivers and Contractors shall be enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. All drivers shall maintain a current and valid Sacramento City Tow Driver Permit. All drivers shall comply with all subsections of Scope of Work, Section 9.
- (7) Class A, B, C, & D Vehicle(s) Tows and Storage – Class A, B, C, & D vehicles are defined per the California Vehicle Code. Class A and B tow and storage rates are set by the CITY. Class C and D tow and storage rates are set by a separate contract. Nothing shall prohibit a Class C or D operator from maintaining a position on a lighter class tow rotation, provided the tow truck meets the equipment specifications for that class of operation. See Scope of Work, Section 2, for Class A and B tow and storage rates.
- (8) Experience and References - Contractor shall submit for review a complete list of all tow experience and references as outlined in Proposal Instructions, Section 3 (A,12), for review and evaluation.
- D. Discussions - The CITY may enter into discussions with the most qualified Applicant(s) and an award(s) may be made as a result of this solicitation. Based on the initial applications, the CITY may request Best and Final offers based upon improved understanding of the offers or changed Scope of Work. Nothing shall prohibit the CITY from entering into contracts with multiple Contractors for service under the conditions of this contract. Nothing shall preclude the Applicant from submitting multiple companies for acceptance. Proposer may only have one (1) company accepted for contract service under the terms of this contract at any given time. Upon acceptance, no substitutions for services between companies are allowed.
- E. Technical Proposals - Application will consist of the technical proposal, contractor qualifications, and past performance experience. The prospective Applicant must submit one "original" copy of the complete technical proposal as required. The original technical proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine.

Applicant Name: _____

3. PROPOSAL INSTRUCTIONS

A. General - The following documents are required to be completed and submitted by the successful applicant along with their application. Those applications received by the CITY without the following will be rejected. The documents shall be submitted in the order listed below.

1. Application Signature Page - See Attachment A.
2. Rotation Tow Listing Application - Each applicant must complete and sign a Sacramento Police Department Rotation Tow Listing Application. Incomplete applications will not be accepted. Any misrepresentation on the application may be grounds for criminal and/or disciplinary action. See Attachment B.
3. Disclosure of Financial Interest - See Attachment B, Rotation Tow Listing Application. Violating the financial interest section of the RFQ, shall result in immediate termination of this Tow Services Contract.
4. Tow Operator/Driver Information Form – A listing of each proposed Tow Operator/Driver with name, Driver’s License number, and City of Sacramento Tow Permit number shall be submitted as a cover page. Each applicant must complete, sign and have ALL of his/her tow truck drivers sign a Sacramento Police Department “Tow Operator/Driver Information” form. See Attachment C.

Incomplete applications will not be accepted. Any misrepresentation on the application may be grounds for criminal and/or disciplinary action. In addition, a copy of the proposed Tow Operator/Driver current California Driver’s License and current City of Sacramento Tow Vehicle Driver Permit (if under current contract with the CITY) or proof of payment of the application fee to obtain a City of Sacramento Tow Vehicle Driver Permit shall be submitted. Tow Driver’s must have a Permit prior to award of contract.

5. Proof of Payment of DMV Motor Carrier of Property Permit Fee - Each Applicant must attach a copy of the DMV permit or registration issued pursuant to Section 7232 of the Revenue and Taxation Code for each vehicle on the rotation.
6. Tow Vehicle Information - A listing of each proposed Tow Vehicle with truck number, vehicle license plate number, vehicle registration expiration date (month/year) and current City of Sacramento Tow Truck Permit number shall be submitted as a cover page. A copy of a current completed Tow Truck Inspection Guide, CHP form 243B and a copy of a current completed Safetynet Driver/Inspection Report, CHP form 407F must be provided for each vehicle intended for use on the rotation. See Attachments D and E. In addition, a copy of the current California vehicle registration certificate and City of Sacramento Tow Vehicle Permit (if under current contract with the CITY) or proof of payment of application fee to obtain a City of Sacramento Tow Vehicle Permit for each proposed Tow Vehicle shall be submitted. Tow Vehicle must have a Permit prior to award of contract.
7. Certificates of Insurance - Successful applicants are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract. See Scope of Work, Section 12.

Applicant Name: _____

8. Business Operations Tax Certificate - Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful applicants will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-8500. If currently doing business in the City of Sacramento, include a copy of your current Business Operations Tax Certificate.

9. Proof of Occupancy – Provide a copy of the current lease or copy of the most recent Sacramento Property Tax document for Primary and Secondary locations(s).
10. City of Sacramento Alarm Permit – Chapter 8.36.200 of the Sacramento City Code requires possession of an Alarm Permit if site is in the CITY and actively alarmed. A copy of the permit shall be submitted.
11. Certificate of Secretary – Provide a Certificate of Secretary document listing approved signatures for the Corporation, Partnership or Firm.
12. Information about Applicant's Business - Provide general information about the Applicant's firm, including a short history of the firm, incorporation information, services provided, and prior experience/references. **Information must be typed on an 8 1/2" x 11" sheet of paper.**

The Applicant should detail previous experience on other or similar contracts with other governmental agencies. A list of clients (**including names, addresses, and telephone numbers**) for which the applicant has provided services or is currently providing services is to be included in the application. The actual dates for these service contracts must be listed. The CITY may contact any or all of the references at its discretion. This experience shall be used toward the evaluation process within the Evaluation Criteria, Section 2(C).

13. Addenda and Supplements to RFQ - If it becomes necessary to revise any part of this RFQ, an addendum to the RFQ will be provided to all known prospective Applicants. Applicant must acknowledge receipt of any and all addendum(s) and provide signed copies of any addendum(s) with their application. Failure of Contractor to accept notification and sign and agree to any addendums, revisions, or attachments or attachment revisions shall result in the suspension of this contract and removal from the tow rotation.
14. Exceptions - At the Applicant's discretion an attached listing of exceptions or "deal breakers" to this contract or the Non-Professional Services Agreement may be submitted with the original application. Exceptions will be used in the review process of each application and taken into consideration when determining acceptance.

Should the applicant be awarded a contract, a Non-Professional Services Agreement will be executed between the CITY and the Contractor.

Applicant Name: _____

SCOPE OF WORK

1. DESCRIPTION OF TERMS

- A. Abandoned Vehicle – Vehicle left upon a highway or upon public or private property per California Vehicle Code 22523 and towed under California Vehicle Code authority 22669.
- B. Chief of Police – For the purpose of this contract, the Chief of Police of the City of Sacramento Police Department shall refer to him/her or a designee.
- C. Certificate of Secretary – A document that authorizes someone to sign legal contracts on behalf of a corporation. This Certificate is normally signed by the corporate secretary.
- D. CITY – City of Sacramento
- E. Contractor – The company with which an agreement is established to provide the services described in the RFQ.
- F. DUI Checkpoints – The Sacramento Police Department will hold DUI Checkpoints in any of the tow districts throughout the year and will notify tow companies via email or phone call in advance with the date the event will occur.
- G. Portal to Portal – Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if another all is pending, whichever is shorter.

Return to place of business 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 mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.

For the purpose of this Contract, "Portal to Portal" shall also mean "Portal to End of Service."

- H. Applicant – A firm which proposes to provide towing services as described in the RFQ.
- I. 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.
- J. Response Time – The period of time from a Contractor's notification by the City of Sacramento's designated employee to the arrival of the tow truck at the location requested.
- K. 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.

Applicant Name: _____

- L. Suspension – The temporary removal of the Contractor from the tow rotation for a specific period of time during the term of the Tow Services Contract.
- M. Termination – The permanent removal of the Contractor from the rotation for the remainder of the term of the Tow Services Contract.
- N. Tow Review Committee – A committee of three (3) persons to be appointed by the Chief of Police to hear appeals of discipline imposed pursuant to this contract. The committee shall consist of one member of the Sacramento Police Department, one member of the public who is not affiliated with any tow company, and one Contractor from the Tow Rotation Program who is not in the same tow district as the subject of discipline.
- O. Tow Sweeps – The CITY will hold tow sweeps in any of the tow districts throughout the year and will notify tow companies via email or phone call in advance with the date the event will occur.
- P. Tow Truck – As defined in Section 615 of the California Vehicle Code, a vehicle which includes slide back carriers and wheel lift vehicles. A “trailer for hire” shall not be approved for listing as a Class A tow truck.
- Q. 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. Towing and Storage Rates - Effective January 1, 2020, the maximum rates charged in connection with any event pursuant to this Agreement, are as follows:
 - 1. For class A and B tows, the Contractor will charge the vehicle owners no more than the rate of \$200.00 per tow, on public safety response calls with a one hour minimum. 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 pursuant to California Vehicle Code 22651.07(e)(7).
 - 2. The total fees charged for after-hours release shall be no more than one-half (1/2) the current hourly rate of \$200.00 per hour and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that 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.
 - 3. Storage fees for passenger vehicles, vans, and light trucks shall be no more than \$60.00 per day.

Applicant Name: _____

4. Fees listed above, plus lien processing fees described in the California Vehicle Code, proposed/actual non-skilled contract labor, and rental/skilled labor markup are the only fees allowed. Additive fees for postage, cleanup, lockout, use of dolly, etc. are not authorized.
- B. Storage – Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that 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.
- C. Contractor Billing and Rates – The Contractor shall bill the registered owner of the vehicle towed by the Contractor in accordance with the Tow Services Contract. No vehicle towing or storage charges may be imposed unless the vehicle is hooked up to the tow truck and transit to the storage facility has commenced. The Contractor shall not charge the CITY or the owner of any vehicle towed pursuant to this Contract more than the rates set forth in this Tow Services Contract. All billing will be done in good faith. All efforts to locate the most current registered owner will be exhausted at the Contractor's expense.
- D. How Tow Rates are Charged – The Contractor shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- E. Services Performed – The Contractor shall charge for services pursuant to the agreed-upon rate schedule. Whenever services are requested, which are not covered by the Tow Services Contract, the Contractor shall advise the CITY or the requesting party of the estimated cost of the service before it is performed.
- F. Overcharging – Overcharging for any tow service shall be cause for suspension. The suspension will remain in effect until the Contractor has presented proof to the Chief of Police that reimbursement(s) have been made to the aggrieved customer(s). In addition, the Contractor shall be assessed a penalty of \$100 for each instance of an overcharge. Three (3) violations of this section within any twelve (12) continuous months shall result in up to a thirty (30) day suspension from the tow rotation.
- G. Invalid Tow - In the case of an invalid tow or similar instance where the CITY elects to pay for the towing and storage of a vehicle, the Contractor will bill the Department and not require prepayment by the vehicle owner before releasing the vehicle. The maximum chargeable fee will be the current contracted tow fee, 5 days of storage, and Lien Processing fee.

3. SPECIAL OPERATIONS

- A. Class C or D Operations – Class C or D Operations (heavy duty tow operations) shall be contracted under a separate agreement.
- B. Evidence Impound Tow – The CITY has only one (1) Contractor for evidence-impound tows and no other rotation tow Contractor should maintain custody over vehicles that constitute evidence, at any time. If an officer impounds a vehicle for evidence and a rotational tow is dispatched, it is the responsibility of the Contractor to ensure compliance with section 22655.5 of the California Vehicle code.

Applicant Name: _____

If it is determined that a vehicle is to be retrieved for any evidence purpose, the evidence impound tow company will respond immediately to pick up the vehicle, 24 hours a day/7 days a week, from any rotation tow company covered by this contract.

Nothing shall prohibit the original tow company from allowing the immediate pick-up of any vehicle that has been changed to evidence impound. All associated tow fees incurred at the original tow company will remain with that company. The evidence impound tow company shall not be responsible for advance payment of any fees to the original rotation tow company.

Once the evidence impound is concluded, the vehicle shall be released to the original tow company and their fees resume from that date forward. It is the originating tow companies' discretion to accept delivery of the vehicle after the evidence impound is concluded. If delivery is declined, all tow fees associated with the original tow are forfeited and the vehicle remains with the evidence impound tow company.

- C. Tow Sweeps and DUI Checkpoints – The CITY will notify the contractor of the date the Tow Sweep or DUI checkpoint will be held in their tow district. The contractor will be notified with the date and time frame of such activity via email or by telephone.

4. FACILITY REQUIREMENTS

- A. Primary Business Office and Storage Yard Locations – The Contractor shall maintain its primary storage yard within the Sacramento City Limits. Nothing in this section will prohibit the Contractor from operating a secondary storage facility approved by the CITY within two (2) air miles of the closest Sacramento City boundary, providing the Contractor provides transportation, at no cost, to any secondary facilities for vehicle releases. Vehicles are to be towed to a primary location. Only overflow vehicles are to be towed to a secondary location. As space opens up at the primary yard, vehicles will be moved to that location from any secondary storage yards, priority will be given to all theft recovery vehicles. The Contractor may not impose any additional fees or charges for storage at a secondary location.

- (1) Code Compliance - In addition to the provisions herein, the primary location shall comply with all Sacramento City Codes - Title 17.228.107 Towing Service/Vehicle Storage Yard and Title 17.612.020 Paving requirements. Secondary storage facilities must meet the same standards as those subject to the CITY Code.

Compliance must be shown through completion and passing of an onsite inspection arranged through Sacramento City Code Enforcement. The fee payment for this inspection is the responsibility of the Contractor. Any secondary storage yards must be inspected and on file with the Tow Administrator.

- (2) Address Change Notification - The Contractor must notify the CITY of any change in his/her primary or secondary storage location or business office at least thirty (30) days in advance of the actual change in location. If the Contractor fails to provide proper written notice, he or she will be suspended from the Tow Services Contract until the new location is approved by the CITY. All new locations are subject to all facility requirements contained in this contract. Facility inspections may be conducted at any time for contract compliance.

Applicant Name: _____

- (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 secondary storage locations(s) or business office(s), if applicable. In the event the property is owned outright, provide a copy of the most recent property tax bill. If the Contractor fails to provide a copy of any lease, modification or extension, then he/she will be suspended from the tow services rotation until a copy is received by the CITY.
- B. Physical Characteristics – The primary 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 inside of the office waiting area.
- E. Capacity – The capacity of the primary location storage must total not less than twenty-five (25) accessible parking spaces for use in connection with this contract, measuring a minimum of eighteen (18) feet by ten (10) feet for each space (4,500 total square feet of storage).
- F. Business Hours - Normal business hours shall not be less than 8:00 a.m. to 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, Veterans' Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.
- G. Signage – Contractor must meet the following signage requirements at all times.
- (1) The Contractor shall display in plain view at all cashier stations, a sign as described in Section 3070 of the Civil Code:
- a. Disclosing all towing and storage fees and other charges in force.
 - 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 lettering shall be comparable to the sign and lettering of neighboring businesses. The sign shall be visible at night.
- (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 Vehicle Owner Rights under California Vehicle Code Section 22651.07 Towing Fees and Access Notice.

Applicant Name: _____

H. Signage Handouts – Contractor shall have an adequate supply at all times 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 on the top or a listing of all tow rotation companies on the backside with full contact information, and;
- (2) All required postings of rates, fees, business hours and lien processes as stated in Scope of Work, Sections 4(F) and 4(G). This supply of handouts shall be placed out and available for the public to take with them at any time.

Inadequate office or storage areas, employees, or equipment not meeting the requirements set forth in this Tow Services Contract shall result in up to a thirty (30) day suspension from the tow rotation on first and second offense and termination of this contract on third offense within any twelve (12) continuous months.

5. CONTRACTOR’S PERFORMANCE

A. The Contractor shall comply with all Federal, State and local laws applicable to towing, storage and disposition of vehicles.

B. Assignment to a Tow District - Upon acceptance into the Tow Rotation Program, the CITY will assign the Contractor to one (1) of the two (2) following operational districts. During the term of the Tow Services Contract, the CITY shall continually evaluate the number of Contractors assigned to and the number of calls emanating from each district. The CITY may reassign any Contractor(s) to another district if the CITY determines that the reassignment is in the best interest of the CITY.

- North – District #1: Area north of the north bank of the American River and west of the City limits which parallels Ethan Way.
- South – District #2: Area south of District #1. Area south of the north bank of the American River and east of the Sacramento River.

- (1) The Contractor will be assigned, by the Chief of Police, to one (1) tow district only and shall provide tow service within that district on a 24-hour, 7-days-per-week basis.
- (2) One tow rotation will be maintained by the Sacramento Police Department. Inclusion in the Police Department tow rotation mandates that the Contractor shall meet all requirements set forth in the Scope of Work, Section 5. Contractors are prohibited from maintaining multiple ‘spots or turns’ on the same tow rotation.

C. Response Time - The Contractor shall respond to all Class A & B requests for service from the CITY within thirty (30) minutes from the time it receives the call from the Police Dispatcher. During peak hours between 0630-0930 hours and 1530-1830 hours, the Contractor shall respond to all Class A & B requests for service from the CITY within forty-five (45) minutes.

Applicant Name: _____

In the event the Contractor fails to furnish a tow unit within the specified time period, the CITY may cancel the tow request and request a tow unit from another Contractor. When the tow is canceled, the Contractor shall forfeit his/her turn in that rotation. If the Contractor does not answer a call from the CITY for dispatch to a tow, the Contractor shall forfeit his/her turn in that rotation.

Within any calendar month, more than two (2) failures to respond to a request for tow service within the time set forth, refusing/failing to tow any qualifying vehicle assigned, or passing on/unavailability to respond will constitute a violation.

- D. Inability to Dispatch Tow - If the Contractor is unable to dispatch a tow unit immediately upon receiving a call for service, the Contractor shall immediately inform the CITY, and the Contractor shall forfeit that turn of the rotation.
- E. Passing on Vehicles - The Contractor shall tow and store all vehicles which the CITY requests that the Contractor remove from any location, private or public, provided the Contractor has the necessary equipment and the vehicle can be safely transported.
- F. Safekeeping of Vehicles and Personal Property - The Contractor shall be responsible for the security of vehicles and property at the place of storage. At a minimum, a fenced or enclosed area shall be provided. The Contractor is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles and shall take all precautions necessary with the safekeeping of all items associated with each tow.

Personal effects in the vehicle at the time of the tow shall be immediately released to the registered owner or authorized agent during normal business hours when he/she presents proper identification. Contractor shall take all precautions necessary to maintain all towed vehicles in 'like' condition as they were received.

Contractor's failure to satisfy a court order/judgment mandating reimbursement to a vehicle or property owner for the damage or loss which occurred while the vehicle was in the Contractor's custody will result in a suspension from tow rotation. The suspension will remain in effect until the Contractor has presented proof of the reimbursement to the CITY.

- G. Subcontracting -The Contractor shall not authorize another Contractor or other person or company to tow a vehicle which has been assigned by the CITY to the original Contractor. Evidence impound vehicles are not included in this section. Exceptions must be approved by the Tow Administrator. Subcontracting for any tow service shall result in immediate termination of this Tow Services Contract.
- H. Towing of Assigned Vehicle - The Contractor shall not tow a vehicle which has been assigned to another Contractor by the CITY, except as expressly requested by an Officer, a CITY Dispatcher or the Tow Hearing Officer. Responding to a call and towing or attempting to tow a vehicle to which the Contractor was not assigned shall result in up to a thirty (30) day suspension from the tow rotation on first offense and termination on second offense within any twelve (12) continuous months.
- I. Vehicle Inspection Assistance - The Contractor shall provide assistance, including, but not limited to, moving or lifting towed vehicles, without additional charges. Theft recovery vehicles are to be stored in a secure facility and be easily accessible until cleared by the Auto Theft detail.

Applicant Name: _____

J. Inspection of Towed Vehicle VIN and License Plates - **Contractor shall inspect every tow on-scene prior to hooking up or 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 match the information documented by the Officer on the SPD-188 form.** If any variation or discrepancy exists, the Contractor will immediately notify the Officer on-scene, Police dispatch, or the Police Department. The CITY will respond as soon as possible to inspect and correct the documentation issue. A new SVS (Stolen Vehicle System) entry may be needed in some instances. Failure to meet the above requirements shall result in up to a thirty (30) day suspension from the tow rotation and full financial responsibility for the tow and all storage fees for each violation.

K. Vehicle Release – The Contractor shall immediately release any vehicle where a proper Sacramento Police Department release has been obtained or where directed by the California Vehicle Code for vehicles towed and/or stored pursuant to the following California Vehicle Code sections:

- 10751 Altered or Removed Vehicle Identification Number
- 14602.6 Revoked/Suspended License
- 14602.8(a) DUI Impound
- 14602.8(b) DUI Impound
- 22523(a) Abandoned on Highway
- 22523(b) Abandoned on Private Property
- 22651(a) Vehicle Left Standing on Bridge
- 22651(b) Vehicle Left Standing on a Highway
- 22651(d) Blocking Driveway
- 22651(e) Blocking Fire Hydrant
- 22651(f) Vehicle Left on a Highway
- 22651(h)(1) Driver Arrested
- 22651(h)(2) Notice of Suspension Issued
- 22651(i) Five or More Parking Citations
- 22651(j) No License Plates
- 22651(k) Parked in Excess of 72 Hours
- 22651(l) Vehicle in Violation of Local Ordinances re: Construction
- 22651(m) Vehicle in Violation of Local Ordinances Permitting Removal
- 22651(n) No Parking - Tow-Away Zones
- 22651(o) Registration Expired 6 Months
- 22651(p) Unlicensed Driver
- 22651(q) Vehicle Parked on Highway in Common Interest Development, where posted
- 22651(r) Illegally Parked - Blocking Movement
- 22651.5 Removal of Vehicles with Activated Audible Alarms
- 22651.6 Removal for Speed Contest
- 22653(a) Removal from Private Property
- 22653(b) Removal from Private Property – Left at scene of accident
- 22653(c) Driver Arrested - Private Property
- 22655 Hit-and-Run or Pursuit/Evading
- 22655.3 Removal of Vehicle Evading the Police
- 22655.5 Removal of Vehicle Involved in a Public Offense
- 22656 Removal of Vehicle from a Railroad Right-of-Way
- 22669(d) Parked - Major Components Missing
- 23109.2 Seizure of Vehicle Used in Speed Contest

Applicant Name: _____

Failure to meet the above requirements shall result in up to a thirty (30) day suspension from the tow rotation and full financial responsibility for the tow and all storage fees for each violation.

- L. Lien Sales – Lien sales shall be the sole responsibility of the Contractor, and all such sales shall be conducted in accordance with applicable state law.

6. **ABANDONED VEHICLES**

- A. Abandoned Vehicles - Vehicles towed under California Vehicle Code 22669 shall occur during regular business hours (Monday-Friday 0700-1700 hours), unless the vehicle in question poses a hazard.
- B. California Vehicle Code 22669(d) – Contractors that tow Class A or B vehicles under California Vehicle Code **22669(d) only**, may be eligible for compensation. Unless and until funds are exhausted, **contractors that are named on both the SPD and Code Compliance Division rotations lists are eligible to receive payment in amount of fifty (50) dollars per vehicle from the Code Compliance Division. Contractors that are named only on the SPD tow rotation list are not eligible for compensation.**
- C. To request compensation, an eligible contractor that tows a Class A or B vehicle under California Vehicle Code 22669(d) must submit an invoice with a copy of the junk slip, documentation showing delivery of the vehicle to the salvage yard, and a copy of the SPD 188 Form (Vehicle Recovery/Storage/Inventory Report), by email or postal mail as follows.

The invoice and attachments must be sent to the City of Sacramento Code Compliance Division:

Email:

apinvoices@cityofsacramento.org

or

Postal Mail:

A/P Processing Center
City of Sacramento
915 I Street, Fl 4
Sacramento, CA 95814-2608

Inquiries concerning compensation for abandoned vehicles should be submitted to:

Jose Mendez
Code Enforcement Manager
Community Development Department
Code Compliance Division
(916)808-5947
jmendez@cityofsacramento.org

Applicant Name: _____

7. CONTRACTOR'S RECORDS

A. Contractor's Records - The Contractor shall maintain records of tow services furnished for all public agencies as well as all private persons or entities while participating in the tow rotation program, including those described below, at a minimum. Such records shall be retained for a period of three (3) years and shall be open to inspection during business hours immediately upon request by representatives of the CITY. Failure to make records, including insurance policies and complete financial and payroll data, available immediately upon request shall be grounds for immediate suspension or termination of the Tow Services Contract. 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 tow form.
- Name, address, and phone number of person, if available, whose vehicle was towed.
- VIN and license number, make, year, and model of each vehicle towed.
- Location from which the vehicle was towed.
- Name or employee number of driver assigned to said tow.
- Location to which vehicle was towed (if different from Contractor's primary storage facility) and any and all subsequent location transfers or moves including the dates and times of those moves.
- Reason for tow, whether impound, accident, stolen recovery, abandoned, etc., if available.
- 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 any vehicle, including the date, time, and name of 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, trailer or conveyance.
- Date and Time (by means of a computer or time stamp)
 - Date and time the request for tow is received.
 - Date and time a tow unit departs the tow facility (or residence of driver if after business hours).
 - Date and time the tow unit arrives at the Contractor's storage facility.
 - Date and time any contents are released.
 - Date and time of release of the vehicle.

Applicant Name: _____

(2) Lien Sale Data - The Contractor shall record the following information for every tow:

- Date the lien processing begins.
- Date the notice of lien sale is mailed.
- Date and time of lien sale.
- Location of lien sale.
- Identification of purchaser.
- Monies received as a result of the lien sale.
- Amount of excess monies forwarded to the state.

(3) Personnel Records - All employees, drivers and subcontractors, both current and former shall have a secured personnel file at the primary business office that shall contain at a minimum, records related to their employment, training, benefits status, discipline, FMLA and leave requests, vacation requests and sick time records. Any additional personnel documentation needed to comply with this contract shall also be contained within these records.

- B. DOJ Report Request - The Contractor shall comply with the California Vehicle Code in the immediate reporting of the removal and storage of any vehicles towed at the request of the CITY. Upon request, the Contractor shall immediately furnish the CITY with a copy of all reports which the Contractor is required to furnish the Department of Justice pursuant to the California Vehicle Code.
- C. Vehicle Status Report - Upon request, the Contractor shall immediately furnish the CITY with reports showing the status of any vehicles towed at the request of the CITY. The report shall provide descriptions and identification of the vehicles, location of the vehicles, date of impounds, accrued charges, and date of release from impound.
- D. Property Receipts - The Contractor shall furnish a receipt to the vehicle owner for any property removed from any vehicle towed or stored. A copy of the receipt shall be placed in the vehicle involved, and the original receipt maintained with the Contractor's records.

8. TRUCK DRIVERS AND EQUIPMENT SPECIFICATIONS

- A. Truck/Driver Availability - The Contractor must have in operation at all times a sufficient number of qualified drivers and at least two (2) Class A tow vehicles with a minimum of 10,000 GVWR meeting the tow truck specifications and having the equipment specified for a Class A tow truck, as set forth in Attachment E. This requirement can be met with either two (2) recovery/wheel lift trucks, or one (1) each recovery/wheel lift truck and one (1) flatbed carrier truck. The Contractor shall maintain and provide a current list of all Sacramento City qualified tow vehicles.
- B. Tow Vehicle Permit - The Contractor shall use only tow vehicles that have been inspected by the CITY and have received a valid and current Tow Vehicle Permit. Additionally, each tow vehicle shall be certified by a state-licensed inspection facility or have received a certificate issued by the California Highway Patrol when responding to tow requests pursuant to this Tow Services Contract.

Applicant Name: _____

- C. CHP Requirements - Each tow vehicle used for services under the Tow Services Contract shall comply with the provisions of the California Vehicle Code. Each tow truck will be equipped as provided in Attachment E, CHP Tow Truck inspection Guide – CHP 243B, at all times and must have the Contractor's company name clearly painted or in decal form on both sides of the tow truck. Each tow vehicle must pass an annual CHP vehicle Inspection. See Attachment D, CHP Safety Net Driver/Vehicle Inspection Report – CHP 407F.
- D. Tow Truck Driver - The Contractor shall ensure that tow truck drivers responding to calls initiated by the CITY are qualified and competent employees of his/her company. The Contractor shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the tow rotation. Tow truck drivers shall be at least 18 years of age, hold a current and valid Sacramento City Tow Driver Permit and possess the following minimum class driver's license. CHP Certification is required.
- Class A Tow Truck – A valid Class C license, or a valid Class A license with valid medical certificate on file.
 - Class B Tow Truck – A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate, on file, for regulated vehicles pursuant to Section 34500 of the California Vehicle Code.
 - Class C Tow Truck – A valid Class A license with valid medical certificate.
 - Class D Tow Truck – A valid Class A license with valid medical certificate.
 - The Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargos.
- E. Current List of Drivers - The Contractor shall maintain and provide a current list of his/her drivers to the CITY upon implementation of this contract. An updated list shall be provided to the CITY within (7) seven calendar days of any change in driver status. Contractors, shall at a minimum, maintain the following information for each driver:
- Full Name
 - Date of Birth
 - California driver's license number with expiration date
 - Copy of valid medical certificate
 - Tow driver permit number with expiration date
 - Job title/description
 - Current home address
 - Current home phone number
 - Type(s) of truck(s) driver has been trained and instructed to operate.

The Contractor shall in writing or through electronic mail, immediately notify the Sacramento Police Department Tow Administration Office of any changes in or additions to driver status, including addition/deletions of tow trucks, drivers and other equipment or employees.

Applicant Name: _____

- F. Employer Pull Notice Program – Pursuant to California Vehicle Code Section 1808.1, all tow truck drivers and Contractors shall be enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. Upon the addition of new drivers, the Contractor will be granted a maximum of 30 days to enroll drivers in the Pull Notice Program. Pull Notices shall be kept on file, signed, and dated by the Contractor. The CITY may require the Contractor to provide copies of Pull Notice Reports. All drivers will maintain a valid City of Sacramento Tow Vehicle Driver Permit.

The Department of Motor Vehicles Employer Pull Notice Program can be viewed at:
<https://www.dmv.ca.gov/portal/dmv/detail/vehindustry/ept/eptngeninfo#back>

9. PROFESSIONAL DEMEANOR AND CONDUCT

- A. Professional Demeanor and Conduct - At all times while participating in the tow services rotation, the Contractor and Contractor's tow truck drivers and all other employees and any sub-Contractors shall conduct themselves in a courteous, honest and professional manner in all their dealings with the public and the CITY, its employees, and agents. The CITY may at any time conduct random customer service inquiries with citizens whose vehicles have been towed by any CITY Contractor. Negative responses shall result in further follow-up by the Tow Hearing Officer and possible administrative action against the offending Contractor.

As a tow contractor for the CITY you will abide by the *California Tow Truck Association 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, 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 price of my own self-respect lost 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 - The Contractor and its 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 citizens 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) shall include, but is not limited to, using profanity or inappropriate language, manifesting an uncooperative and/or angry 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 tow procedures to the detriment of citizens or the CITY.

Applicant Name: _____

A violation of this subsection shall result in up to a thirty (30) day suspension from the tow rotation on the first and second offense and termination of this contract on the third offense within a continuous twelve (12) month period. For the purpose of this Tow Contract a member of the public shall include any private or business party outside of the CITY, whether individual or as part of a group.

- (2) Any act of sexual harassment or sexual impropriety.
- (3) Unsafe driving practices.
- (4) Any objective symptoms of alcohol and/or drug use/abuse while performing any related tow service for the CITY.
- (5) Sub-standard service, customer service, selective service, or refusal to provide service which the tow company is capable of performing.

10. ADMINISTRATIVE MATTERS

- A. Transfer of Business - The Contractor shall in writing or through electronic mail, immediately notify the Sacramento Police Department Tow Administration Office immediately upon transfer of ownership of all or part of the company. The Tow Services Contract is not transferable to the new owner. The new owner must apply to and be approved by the CITY for participation in the tow services rotation.
- B. Optional Semi-Annual Contract Review - The purpose of this section is to provide a process for an optional semi-annual review of the terms and conditions of the Contract by the Chief of Police and an organization representing a majority of the Contractors in the CITY in the event that legitimate and substantial changes occur in conditions or law affecting the majority of the Contractors in the CITY. Examples of such conditions may include, but are not limited to, substantial increases/decreases in business expenses, changes in the law affecting the Department or the Contractors, or recommended changes in the terms and conditions of the rotational Tow Contract as a result of service delivery experience in the CITY.

A request for a semi-annual review of the terms and conditions of the Contract shall be communicated to the Sacramento Police Department Tow Administration Office in writing by a majority of the Contractors under this Contract, and not merely at the request of a single Contractor. The Chief of Police may also request a semi-annual review if he/she feels it is in the best interests of the citizens of the motoring public, the Sacramento tow industry, and/or the Department.

- C. Period of Performance - The period of performance associated with the contract shall be: The date of award through December 31, 2020, with renewal options not to exceed five years in total.
 - (1) Option Period - It is the CITY'S sole discretion to exercise an option period. Option periods will be exercised upon successful completion of the contract in accordance with its Non-Professional Services Agreement, and all components thereof.
 - (2) Expiration - Unless sooner terminated, the Contract shall expire December 31, 2020. Notwithstanding the term of the Tow Services Contract and the discipline procedures contained herein, the Contract may be terminated immediately upon written notice given by either the Contractor or the CITY. The Contract may be terminated at any time at the sole discretion of the CITY, with or without cause.

Applicant Name: _____

- (3) Termination - This Tow Services Contract may be terminated at any time by either party with or without cause. Although the CITY may elect to impose discipline for violations of the Contract which are less severe than termination or may grant an appeal to discipline imposed, the Contract may be terminated without cause. The Contractor agrees that the disciplinary procedures and options contained herein do not affect the CITY'S ability to terminate the Contract at the discretion of the Police Department without cause. Nothing in the Contract shall be construed to create any property rights, interests or licenses held by the Contractor.

11. CONTRACT VIOLATIONS AND/OR COMPLAINTS

- A. When the Contractor or his or her employees have violated any of the terms of the Contract or any law, and upon completion of any investigation pursuant to this section, the CITY shall inform the Contractor, in writing, of any disciplinary action to be taken.

Unless otherwise noted herein, violations may result in any of the following actions:

- First violation within a 12-month period – letter of written reprimand.
- Second violation within a 12-month period – one to 30-day suspension.
- Third violation within a 12-month period – 60 to 90-day suspension.
- Fourth violation within a 12-month period – termination of the Contract.

- B. If it is determined that the Contractor is to be served with a notice of termination from the Tow Services Contract, the CITY will provide written notification detailing the offense(s). The Contractor may request an appeal hearing within seven (7) calendar days by submitting a request in writing to the Sacramento Police Department Tow Administration Office. Nothing set forth in this paragraph shall permit the Contractor to appeal any termination of the Tow Services Contract effected by the CITY. Failure of the Contractor to request an appeal of the decision of the CITY within the seven (7) days required pursuant to this section shall constitute a waiver of the Contractor's right to an administrative appeal of the decision. If a hearing is requested, it shall be held as soon as practicable while still allowing the Contractor a meaningful time period to prepare a defense. The hearing shall be conducted by the Tow Review Committee. The hearing shall be informal, and the rules of evidence shall not apply. The Contractor shall be entitled to present all relevant facts to the Tow Review Committee in support of his/her position. The Contractor shall be notified in writing of the decision by the Tow Review Committee within ten (10) calendar days of the date of the hearing. The decision of the Tow Review Committee is final and binding and shall be subject to no further administrative appeal.

In the event the CITY serves the Contractor with Notice of Termination from the Tow Services Contract and the Contractor seeks an appeal hearing, the contractor will retain its position on the rotation and disciplinary action will be delayed pending the administrative appeal process. In the event the CITY elects to modify the discipline imposed on the Contractor, the Contractor agrees he or she shall not be entitled to recover any costs, compensation, damages, losses, and/or expenses of any type or description from or file a claim against the CITY, its officers, employees, and appointees, including but not limited to members of the Tow Review Committee, arising out of or related to, in any manner, a complaint filed against, or discipline imposed upon the Contractor.

12. INSURANCE REQUIREMENTS

The failure to maintain adequate insurance coverage for any reason at any time shall result in immediate suspension from the tow rotation until proof of insurance is received by the CITY.

Applicant Name: _____

Insurance Requirements - During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in Section 12. 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.

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 \$250,000.
- (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.

Applicant Name: _____

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 12 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 CITY representative named in the Administrative Information Section, 1(G). 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

Applicant Name: _____

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

The Contractor shall not authorize another Contractor or other person or company to tow a vehicle which has been assigned by the CITY to the original Contractor. Exceptions must be approved by the Tow Administrator with the Sacramento Police Department.

In the case of an exception, 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.

Applicant Name: _____

APPLICATION SIGNATURE PAGE

All Applicants must complete and sign this section. Failure to complete and sign this section will result in rejection of the application.

Name of Applicant: _____

Business Address: _____
(Street) (City) (State) (Zip Code)

Telephone: _____ **FAX:** _____

Type of Business: [] Corporation; [] Partnership; [] Individual doing business under own name; [] Individual doing business using a firm name; [] Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: _____

City of Sacramento Business Operations Tax Number: _____

NAME AND ADDRESS OF APPLICANT SUBMITTING THIS PROPOSAL:

If Individual Applicant:

Name _____

Address _____

If firm or partnership, list the names and addresses of each firm principal or partner:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Applicant Name: _____

If corporation, list the names, title and addresses of each officer of the corporation:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

To the City of Sacramento:

The undersigned, as applicant, certifies that the only persons or parties interested in this application as principals are those named herein as applicant; that this application is made without collusion with any other person, firm, or corporation; that in submitting this application the applicant has examined all terms, conditions, and requirements set forth in the On-Call Request for Qualifications; that the applicant proposes and agrees that if this application is accepted, the applicant will execute and fully perform the contract for which applications are called; that the applicant will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the applicant will take in full payment therefore, the prices set forth in the attached schedule.

(Typed or Printed Name and Title)

(Signature)

Address (if different than business address above)

Applicant Name: _____

ROTATION TOW LISTING APPLICATION

TYPE OR PRINT CLEARLY

BUSINESS

BUSINESS NAME	PHONE NUMBER ()
BUSINESS MAILING ADDRESS	
BUSINESS ADDRESS IF DIFFERENT THAN ABOVE	FAX NUMBER ()

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED
SECONDARY STORAGE YARD ADDRESS	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

<input type="checkbox"/> CLASS A (MINIMUM 10,000 GVWR)	NUMBER OF CLASS A TRUCKS:
<input type="checkbox"/> CLASS B (MINIMUM 19,501 GVWR)	NUMBER OF CLASS B TRUCKS:
<input type="checkbox"/> CLASS C (MINIMUM 33,000 GVWR)	NUMBER OF CLASS C TRUCKS:
<input type="checkbox"/> CLASS D (MINIMUM 50,000 GVWR)	NUMBER OF CLASS D TRUCKS:

RATES

	CLASS A	CLASS B	CLASS C	CLASS D
HOURLY RATE	N/A	N/A		
INSIDE STORAGE	N/A	N/A		
OUTSIDE STORAGE	N/A	N/A		
CONTRACT LABOR (NONSKILLED)				
SPECIAL EQUIPMENT (LIST)				
	N/A	N/A		
	N/A	N/A		
RENTAL/SKILLED LABOR MARKUP (5)	N/A	N/A		

Applicant Name: _____

APPLICANT'S CERTIFICATION

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION, OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST).

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE CITY OF SACRAMENTO?

YES NO NAME OF TOW COMPANY:

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE CITY OF SACRAMENTO?

YES NO NAME OF TOW COMPANY:

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?

YES NO NAME OF TOW COMPANY:

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A ROTATION TOW CALL, OR MORAL TURPITUDE?

YES NO

I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

SIGNATURE

PRINT NAME AND TITLE

DATE

Applicant Name: _____

**SACRAMENTO POLICE DEPARTMENT
TOW OPERATOR/DRIVER INFORMATION**

Instructions: Please type or print clearly. Form must be filled out completely – One form per driver.

Operator/Driver Full Name _____
(First, Middle, Last)

Date of Birth _____ List all AKA' s _____ (Use additional pages if necessary)

Company Name _____

Driver's License Number _____ State _____ Exp. Date _____

License Class _____ Endorsements _____ Medical Certificate? Yes _____ No _____

Medical Certificate Expiration Date _____ Job Title/Classification _____

City of Sacramento Tow Car Driver Permit Number _____ Expiration Date _____

Number of years experience as a tow truck operator/driver in the following classes:

Class A _____ Class B _____ Class C _____ Class D _____

Operator/Driver presently enrolled in the DMV Pull Notice Program? Yes _____ No _____

Operator/Driver ever been convicted of a crime? Yes _____ No _____. If yes, explain the circumstances. Include the crimes committed, sections violated, date of convictions, country, state, and county where crimes were committed.

(Use additional pages if necessary)

I certify that the above information is true and correct, and that no omissions have been made.

The operator and driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to California Vehicle Code Section 31.

Operator's/Owner's signature

Date _____

Tow driver's signature

Date _____

On-Call Request for Qualifications (RFQ)
2020 Towing Services, City of Sacramento
Attachment E

Applicant Name: _____

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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)			
CLASS A			
P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Boom Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Two (2) Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly (with wheel tie down straps)		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Two (2) Crossbeams, (1) 4"x4"x60" and (1) 4"x4"x48"(Minimum)
	100' 3/8" 6 x 19 Wire Rope or OEM Specifications		
CLASS A CAR CARRIER			
	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Ramping Material
	Loading Bridle with J/T Hooks		
CLASS A CAR CARRIER TWO VEHICLE			
	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Ramping Material
	Alloy/OEM Spec & Wheel Straps - Towed Vehicle		
CLASS B			
	Minimum 33,000 Pound GVWR Chassis		Axle Covers/Caps
	16-Ton Boom Rating		Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Two (2) - 4"x6"x48" Crossbeams (minimum)
	Safety Chains 1/2" Alloy or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Two 8-Ton Snatch Blocks		Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
	Air Brakes or Hydraulic W/Air Hookup Package		Under Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
CLASS B CAR CARRIER			
	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70 or OEM Specifications
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Ramping Material
	Steering Wheel Securement Device		
CLASS C			
	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Boom Rating		Two (2) 4"x6"x48" Crossbeams (Minimum)
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Two (2) Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Brakes W/Air Hookup Package		Aluminum Tow Angles (Minimum 2)
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
	Axle Covers/Caps		Tow Sling 12,000 Pound Rating (if equipped)
CLASS D			
	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Boom Rating		Two (2) 4"x6"x48" Crossbeams (Minimum)
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Two (2) Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
	Air Brakes W/Air Hookup Package		Aluminum Tow Angles (Minimum 2)
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Tow Sling with 20,000 Pound Rating (if equipped)
	Axle Cover/Caps		Under Lift / Fork Adapters w/Tie-Down Straps or Chains

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES

FORMULA

1/2 FAW: _____ x WB: _____ ÷ BY OH: _____ = MLC: _____

CLASS OF VEHICLE BASED ON THE MLC