

City of Hermosa Beach

**Request for Proposals for
Towing and Storage Services**



April 2019

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1. INTRODUCTION

1.1. Introduction

The City of Hermosa Beach, hereinafter referred to as "City," is soliciting proposals from qualified towing service companies to provide contract services for vehicle towing and storage services. The City desires to contract with a qualified established company, herein after referred to as "Contractor", for a period of one (1) year, with the option, at the City's sole discretion, to extend two (2) additional years upon successful demonstration of exemplary contract performance. The required services and performance requirements are described in the Scope of Services & Requirements (Section 2)

1.2. Background

The City provides a wide range of services to its residents, businesses and visitors, including police; fire protection (through the Los Angeles County Fire District); animal control; building safety regulation and inspection; street lighting; land use planning and zoning; community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvements.

With a population of over 19,000 and encompassing only 1.4 square miles, Hermosa Beach is a dense, urban community surrounded by the cities of Manhattan Beach and Redondo Beach. Hermosa Beach attracts visitors from throughout Los Angeles County for its beach, shops, restaurants, and in particular for its Downtown/Pier Plaza area. The City is within a few minutes commute of many of the largest and best known names in corporate America in such fields as aerospace, high tech, industrial, service and financial. It is also minutes away from the Los Angeles International Airport.

The successful Contractor shall have at least three years of prior experience on similar types of services. All companies responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, and understanding of services, cost and responsiveness to the needs and concerns of the City of Hermosa Beach.

2. SCOPE OF SERVICES & REQUIREMENTS

2.1 *Towing and Storage*

The Contractor's primary duty will be: responding, on a first priority basis, to requests for towing services initiated by the City's police officers and parking enforcement personnel. The Contractor must also respond to towing requests from other City employees who are duly authorized to remove vehicles for storage, or investigation, or both.

Typical towing situations will include, but will not be limited to: removing illegally parked vehicles, towing inoperative vehicles as a result of traffic accidents and mechanical breakdowns, and impounding vehicles for investigation, evidence, or a violation of the law. The Contractor must provide towing and storage services all hours of a day, every day of the year.

The Contractor must maintain adequate personnel, equipment, and facilities at all times to perform the required towing services, within the time frame(s) outlined in the Contract. While the Contractor has custody of vehicles, it will be responsible for their safekeeping, including their contents, until they have been released to the owner or owner's agent, or disposed of in the manner the law permits.

Until the Contractor receives the Police Department's written authorization, it must not release a vehicle to an owner or the owner's agent when the Police Department is:

- (A) Holding that vehicle for investigation, examination, or evidence, or requesting its special handling or protection (collectively, "police hold vehicles"); or
- (B) Impounding that vehicle for unpaid parking citations, lack of current registration, or a violation of the law.

To prevent damage to police hold vehicles or spoliation of any evidence in or upon those vehicles, such as fingerprints or stains, the Contractor must store police hold vehicles in a secure area protected against the elements, sources of contamination, and entry by unauthorized persons.

2.2 *Definitions*

Impound: Vehicle or equipment taken into custody by order of Police Department. Prior to release by contractor, certain requirements must be satisfied between the owner of the vehicle and the Police Department. Contractor is to release vehicle only upon written order from Police Department.

Storage: Vehicle can be released directly to the owner without an official written release from Police Department. The matter is considered a civil arrangement between contractor and vehicle owner.

Owner's Authorized Agent: A person having legal authorization by the owner of a vehicle to act on behalf of the owner in his/her absence. Person must have original or certified documentation from the owner indicating such authorization

2.3 Experience

All proposers shall furnish satisfactory evidence to the City that they have operated or are presently operating a towing and storage company. If they do not currently provide similar services as described herein, they must show that they have had sufficient experience in comparable fields or employ qualified personnel to comply with the requirements of this agreement.

2.4 Administrative Fee

The City, through the tow contractor, charges each vehicle owner a Vehicle Release Fee. The successful contractor will be required to collect and account for the fee, and report on a monthly basis all vehicles released and the fee collected.

2.5 Record Keeping and Reporting

Contractor shall keep records on all vehicles handled as a result of this contract. Reports shall be submitted in written form as well as by email or on a disc utilizing a spreadsheet program acceptable to the City such as Microsoft Excel.

Reports are due no later than 15 days after the last day of the previous month. A late charge equal to 1-1/2% per month will be levied on all past due payments. Periodic audits by the City on the contractor's records in relation to the towing contract will be scheduled.

2.6 Legal Requirements

The Contractor shall at all times abide by the rules and regulations set forth in the California Vehicle Code regarding the handling of vehicles, lien sales with outstanding parking penalties, owner notification, etc. Further, all of Contractor's vehicles shall also conform to and be maintained in accordance with the latest edition of the California Vehicle Code. All impound procedures shall be in accordance with California Highway Patrol procedures.

2.7 Indemnity and Insurance Requirements

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's Rating of not less than A+ unless otherwise approved by the City.

1. The Contractor shall indemnify and hold harmless the City of Hermosa Beach, including its elected officials, officers, agents and employees against any and all

claims, liability, judgment, costs or expense resulting from the wrongful or negligent acts or omissions of the towing contractor or other parties acting on its behalf in the performance of the contract.

2. Said hold harmless assumption on the part of the Contractor shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters and other reasonable costs of investigation and defense.
3. The Contractor shall maintain in force: General Liability Insurance with minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured. In addition to a certificate of insurance providing evidence of the required insurance, the contractor must provide a properly executed City of Hermosa Beach Insurance Endorsement Form #1A (Garage Liability) executed by a duly authorized representative of the Contractor's insurance carrier.
4. The Contractor shall maintain in force: Automobile Liability Insurance with minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured. In addition to a certificate of insurance providing evidence of the required insurance, the contractor must provide a properly executed City of Hermosa Beach Insurance Endorsement Form #2 executed by a duly authorized representative of the Contractor's insurance carrier.
5. The Contractor shall maintain in force: Workers' Compensation and Employer's Liability Insurance as required by the California Labor Code. Evidence of current insurance shall be filed with the City Clerk and shall be approved by the City's Risk Manager.
6. Evidence of coverage shall take the form of a certificate of insurance or a California Certificate to Self-Insure. Acceptable minimum limits for this coverage are:

<u>Workers' Compensation:</u>	Statutory in California
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<u>Employer's Liability:</u>	\$1,000,000
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7. The Contractor shall maintain in force: Garage Keeper's Liability Insurance with minimum limits of \$1,000,000 combined single limit coverage and shall provide evidence of such insurance in the form of a certificate of insurance.
8. Failure to comply with the insurance requirements shall be grounds for immediate suspension of the contract.
9. The Contractor shall maintain in force On-Hook insurance with minimum limits of \$25,000/\$50,000/\$100,000.

Contractor is expected to maintain a current City of Hermosa Beach business license. The cost of such insurance shall be borne by the Contractor. Specific insurance provisions will be delineated in the contract between Contractor and City. The Contractor must also provide an endorsement to their liability insurance naming the city as an additional insured.

2.8 Force Majeure

The Contractor will be excused from the performance of the contract, in whole or in part, only by reason of the following causes:

- a) When such performance is prevented by operation of law.
- b) When such performance is prevented by an act of God.
- c) When such performance is prevented by an act of the public enemies of the United States of America, or the State of California, or by strike, mob violence, fire, delay in transportation beyond the control of the vendor, or unavoidable casualty.
- d) When such performance is prevented by the inability of the vendor to secure necessary materials, supplies, or equipment by reason of:
 - a. Appropriation of use thereof by the Federal Government or,
 - b. Regulations imposed by the Federal Government.

No other Force Majeure clauses or conditions may be inserted in this proposal and any changes in the conditions stated herein will cause the proposal to be rejected.

2.9 Default

If the Contractor fails in any manner to fully perform and carry out each and all of the terms, covenants, and conditions of the award, then the Contractor is in default of the contract. The Contractor shall be notified in writing of the default status, and will be given a time frame in which to comply. If the Contractor fails to comply within the time frame given, the city, at its option, may terminate or cancel the contract, and at the expense of the contractor, complete the contract with an alternate contractor. Such termination shall not affect or terminate any of the rights of the City against the vendor, or which may thereafter accrue because of such default. The foregoing provision shall be in addition to all other rights and remedies available to the city under law. The waiver of a breach of any term, covenant, or a condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

2.10 Response Time Requirements

The Contractor shall respond to the location requested by the City within 20 minutes of receipt of the call. If the response time is not attainable for a particular call, the Contractor

shall notify the City immediately, advising the City of the expected time of arrival (ETA). If the ETA is not acceptable to the City, the City reserves the right to contact an alternate towing contractor to satisfy the need.

2.11 Location of Contractor's Storage Facility

The Contractor's storage/impound facility shall be located within a 10 mile radius of the City of Hermosa Beach City Hall. Transfer of business location may affect the contract and therefore, the City must be consulted prior to such a move.

2.12 Storage Facility Requirements

Storage facilities utilized in the performance of a contract shall comply with the all of the following conditions:

- a) All vehicles shall be stored in a building or in an area that is, in the opinion of the City, secure and enclosed by a substantial wall or walls or other City-approved enclosure.
- b) Storage facilities must be existing structures, not a building to be constructed as the result of a contract award.
- c) The entire storage facility must be illuminated to such a degree that clear visual observation of the area may be made during the hours of darkness.
- d) Storage facilities must be capable of holding a minimum of 50 cars, parked in such a manner as to provide accessibility and to prevent damage.
- e) The Contractor shall, at his/her own expense, maintain separate and enclosed garage facilities for a minimum of three (3) vehicles ordered impounded by the Police Department for involvement in commission of crimes or as evidence. The enclosed garage shall be lockable with possession of the key to the garage given to the Police Department.
- f) Contractor will maintain a secure facility or facilities which have 24 hour surveillance utilizing closed circuit television, personnel, or some other City-approved means of security.
- g) Contractor shall provide sufficient lighting in public access areas for hours of darkness.

2.13 Contractor's Personnel

All of the Tow Contractor's personnel shall be subject to the following terms and conditions:

- a) All operations engaged in under the provisions of the contract shall be at the direction of the City representative (Police Officer, Parking Enforcement Officer, etc.) at the scene.

- b) All personnel must possess a valid and proper State of California Driver License required to operate all vehicles and equipment required to be used in the performance of the contract.
- c) All personnel shall be thoroughly trained in the proper and safe use of all equipment used in performing the necessary work.
- d) All personnel shall be uniformed with the name of the towing company and the individual's name clearly visible. Personnel shall be neatly groomed.
- e) The Contractor agrees to perform offender background checks on all personnel performing under the City, to include DOJ Live scan and Clearance through Megan's law.
- f) All personnel shall be fluent in the English language.

2.14 Hours of Operation

- a) Contractor shall have tow service available 24 hours per day, 7 days per week, 365 days per year.
- b) Vehicles must be available for release from impound and storage 24 hours a day, 7 days a week, 365 days a year. Contractor must have his/her facility clearly marked with telephone number to call if release is requested after normal working hours.
- c) Contractor shall have at least two tow trucks stationed in the City of Hermosa Beach during the hours of 6:00 AM to 8:30 AM and 2:30 PM to 6:30 PM Monday through Friday (excluding holidays) for the purpose of expedient towing during maximum enforcement times.
- d) Contractor may be requested periodically to provide deployment of trucks for special events (e.g., the Hermosa Beach Open volleyball tournament, etc.). Such events will be coordinated with Contractor at least 24 hours in advance.

2.15 Equipment Requirements

- a) The Contractor must have (either through a subcontractor or as owner of the equipment) a minimum of three standard tow vehicles (1 ton rating or greater, dual rear wheels), one flat bed tow vehicle and one heavy duty truck capable of towing tractor-type trucks (semi's), available at all times.
- b) None of the vehicles shall be converted pickup trucks or vehicles not specifically built by the manufacturer for the purpose of towing other vehicles.
- c) All vehicles shall have all necessary communications equipment for radio transmission and reception and shall comply with FCC regulations and requirements. City frequencies shall not be used. Equipment shall be purchased and maintained at Contractor expense.

- d) All vehicles shall be well maintained and neat in appearance.
- e) Each tow vehicle shall have a cable winch of sufficient size and capacity to retrieve vehicles that may have gone over embankments, or off of traveled portions of roadways into inaccessible locations.
- f) All tow vehicles shall have the means by which to tow a trailered boat or other trailered item.
- g) Contractor shall possess a dolly.
- h) Contractor is expected to possess the standard tools of the trade such as slim jims, floor jacks, shovels, brooms, sand and absorbent materials for auto fluids.
- i) All tow vehicles shall pass California Highway Patrol inspection and display a window tag indicating so.

2.16 Site Clean-up

The contractor shall carry the appropriate equipment (brooms, buckets, absorbent, etc.) and shall be responsible for proper clean-up of a tow site, including, but not limited to, broken glass, automobile fluids or other debris. The clean-up shall be performed automatically and without request by the City officer or official on-site.

2.17 Non-exclusive Contract

The Contractors selected will be considered the primary tow Contractors for the City of Hermosa Beach, but will not be considered as the exclusive tow Contractors. Other contractors may be used on an as-needed basis.

2.18 Advertising

Contractor shall not display or use any signs, advertising materials, logos, etc. which indicate that the towing service is an official towing service for the City of Hermosa Beach without the prior written authorization of the City. Designation of "Official Police Tow" or similar verbiage is acceptable.

2.19 Removal of Vehicles

Except for private impounds, the Contractor shall not remove any vehicle without first being instructed to do so by an authorized officer of the City (e.g., Police Officer, Police Services Officer, Community Services Officer, or Public Works employee).

2.20 Field Release of Vehicles

Vehicles shall be considered in the possession of the tow contractor at the point in which

the vehicle is on-hook and raised from the ground. Field release of vehicles shall be at the direction of a Police Officer or Community Services Officer. A field release fee may be charged as indicated in the proposal from the contractor.

2.21 Release of Impounded/Stored Vehicles

- a) A vehicle impounded (see definitions above) by order of the Police Department must have a written release and official stamp from the Department to be presented by the registered owner (or R.O.'s authorized agent) to the Contractor at the time of release.
- b) No repair work shall be performed on any impounded vehicle unless authorized by the registered owner.
- c) Vehicles ordered towed and stored (see definitions above) by the Police Department or Parking Enforcement do not require release from the Police Department or City. The registered owner of the vehicle may request release directly with the Contractor. Contractor shall require proof of ownership.
- d) The Contractor will, at the request of an authorized City representative (e.g., Police Watch Commander, Traffic Sergeant or Police Chief), release any vehicle whether in the field or from storage/impound, at no cost to the registered owner or the City.

2.22 Stolen Vehicle Release Policy

Upon receipt of a recovered stolen vehicle the tow contractor will ascertain from the recovering agency whether any holds are placed on the vehicle. A notation on the impound form shall be made as to whether a hold is placed on the vehicle. The notation shall include the name of the officer, date and time of hold. If the recovering agency does not place a hold on the recovered vehicle the tow contractor shall contact the agency within the jurisdiction from which the vehicle was stolen to determine if a hold will be placed on the vehicle. If a hold is placed on the vehicle, the name of the officer, date and time will be noted by the contractor on the impound form. If no holds are placed on the vehicle the owner will obtain a release form from the recovering agency at which point the owner may then take possession of the vehicle.

2.23 Compliance with Laws

Contractor shall keep fully informed of and comply with all state and federal laws and all ordinances and regulations of the City which in any manner affect the Contractor or those engaged or employed by the Contractor in performing the services to be rendered pursuant to a contract. Contractor shall maintain all permits and licenses, pay all charges and fees, and give all notices required by City ordinances or other laws relating to the performance of the service relevant to a contract.

3. INSTRUCTIONS

3.1. Purpose

The purpose of this Request for Proposal (RFP) is to provide interested, qualified Contractors with sufficient information to enable them to submit proposals for towing and storage services.

3.2. Proposal Submission

- By submitting a proposal the Contractor affirms that the Company is familiar with all the terms and conditions of this RFP and is sufficiently informed in all matters affecting the performance of the work and provisions of labor, supplies, material, equipment and facilities called for in this RFP. Additionally, the Contractor affirms that the Proposal has been checked for errors and omissions and that all information provided is correct and complete.
- All proposals shall be signed in ink by the President, Chief Executive Officer, or individual authorized to act on behalf of the Company, with current Power of Attorney if applicable. The name and mailing address of the individual making the proposal must be provided.
- Proposals shall be submitted in person or by mail as follows: Four (4) sealed copies [one (1) original and three (3) photocopies] of the completed proposals.
- No oral, telephonic or telegraphic proposal or modification of Proposal will be considered.

3.3. Disclosure of Contents of Proposal

All proposals accepted by the City of Hermosa Beach shall become the exclusive property of the City. Upon conclusion of negotiations with the selected proposer, all proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are identified by the Contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which the Contractor desires not to be considered a public record must be clearly marked as set forth above. If disclosure is required under the California Public Records Act or otherwise by law, the City will make an independent determination and retain the confidentiality to the extent permitted by the Public Records Act.

3.4. *Proposal Due Date*

Proposals will be accepted up to the hour of 5:00 PM on Monday, May 6, 2019.

Proposals must be submitted addressed as follows:

Hermosa Beach Police Department
Attn: Lt. Phillips
540 Pier Ave.
Hermosa Beach, CA 90254

Proposals must be submitted in sealed envelopes plainly marked with:

Proposal: Towing and Storage Services

3.5. *Schedule of Events*

This RFP has been developed in order to provide adequate information for potential vendors to prepare proposals and to permit the City to fully consider the various factors that will affect its decision. The tentative schedule for release, submittal, evaluation and selection is:

Request for Proposal Release	April 15, 2019
Final Date for Submitting Questions	April 22, 2019
Final Date for Submitting Proposal	May 6, 2019
Proposal Evaluation by City	Week of May 6, 2019
Negotiations begin with finalist(s)	Week of May 13, 2019
Council Considers Staff Recommendation	June 2019
Contract Begins	July 2019

3.6. *Questions and Inquiries Related to RFP*

In order to avoid any potential confusion, and to minimize burden on City staff, the City is requiring that all procedural questions relating to this RFP be directed to:

Lt. Landon Phillips
Hermosa Beach Police Department
540 Pier Ave.
Hermosa Beach, CA 90254
Phone: (310) 318-0336
lphillips@hermosapolice.org

Specific questions relating to the content of this RFP should be submitted on or before April 22, 2019

Any vendors found to be soliciting other members of City staff, or City Council members during this RFP process may be disqualified.

3.7. Common Questions and Answers

Q: *Is there a pre-proposal conference?*

A: No. Questions about the RFP should be submitted prior to April 22, 2019 as detailed above.

Q: *Is the RFP available as a Word document?*

A: The RFP is available electronically only as a PDF document.

3.8. Vendor Proposal Format

Please note: All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendor will become the property of the City when received and are subject to public records requests upon the conclusion of the selection process.

To assist in the evaluation of the submitted proposal to this RFP, each proposal must conform to the following format:

- A letter of transmittal.
- An executive summary.
- A brief history of the Vendor's background and experience, including: company size, length of time in business, and other related information.
- All vendors must submit a detailed and realistic implementation plan which identifies all resources that will be provided by vendor as required to fully implement vendor's proposal. In addition, vendors are to identify any sub-contractors used, and all resources which are to be provided by City.
- Detail and discuss any exceptions to this RFP

3.9. Evaluation Factors

The City may award two contracts for towing services: one primary towing contractor and one secondary (backup) contractor. The contractors will be ranked and selected on the following criteria:

- Facilities
- Equipment condition and appearance
- Ability to adequately service the City's needs

- Cost of services offered
- Ability to meet other specifications as outlined in the RFP.
- Security of facilities
- Experience of contractor
- Experience of drivers
- Customer Service Orientation
- Employee Training
- Staffing

The City Council, in its sole and absolute discretion retains the right to select a contractor or contractors that best meets its needs and offers the best overall solution to the City.

4. CONDITIONS

4.1. Rates and Charges

Charges for towing, storage and other services required of contract holder shall not exceed those approved by the City of Hermosa Beach City Council as a result of Contractor's proposal. The towing charges shall be inclusive of equipment and personnel charges, tow site debris clean-up, etc. Cost data offered by the Contractor shall be listed on the City-provided form attached to this Request for Proposal.

Additional conditions include:

- a) All rates and charges shall be conspicuously posted in the Contractor's office or other area viewable by the Public.
- b) Each customer shall be issued an itemized invoice indicating the services rendered, the unit cost of each service, and the total cost of all services.
- c) The City shall not be liable to pay Contractor or any other party any charge or other fee for a call which does not result in a chargeable service being rendered by Contractor.
- d) In the event any vehicle is towed or impounded, or both, through any error of the Contractor or City, neither the vehicle owner nor the City shall be liable to pay any tow or storage charges, or any other fees.
- e) In the event of a dispute concerning any charge(s), the Chief of Police or his/her designee shall make a determination of the validity of the charges, pursuant to the California Vehicle Code Section 22852. The decision shall be binding on all parties involved.
- f) Contractor shall not make any demand on the vehicle owner or driver for a sum in excess of the amount established by the City of Hermosa Beach City Council.
- g) Contractor shall accept valid bank credit cards (in the field as well as in the office). Personal checks shall also be accepted.

- h) Rates quoted shall be valid for 1 year from the date of commencement of the contract and shall be subject to renegotiation on an annual basis. At no time will any negotiated rate changes exceed the change in the Consumer Price Index for Los Angeles County over the previous 12 month period. The rates may never exceed the Los Angeles Police Commission's Tow & Storage rates. All requests for increase must be substantiated to the City's satisfaction prior to approval.
- i) At no time will charges exceed the fees set by the Los Angeles Police Commission.
- j) Any hourly charges shall be prorated on a quarter hour basis (i.e., if the task takes 10 minutes, the billing will be one quarter of the hourly rate).

4.2. *Right to Purchase From Any Source*

The City reserves the right to purchase services from any source. This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract

4.3. *Right to Reject Any or All Proposals*

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed to be in the best interest of the City. Where two or more vendors are deemed equal, the City reserves the right to make the award to one of the two Vendors. Proposers shall be solely responsible for the cost incurred in preparing and submitting proposals.

4.4. *Contracts*

The Proposer to whom the award is made will be required to enter into a written contract containing the basic specifications set forth in this Request for Proposal. All materials, supplies, equipment, and services supplied by the vendor shall conform to the applicable requirements of State and Federal Laws covering Labor and Wages, as well as conforming to the specifications herein. In case of default by the vendor, the City reserves the right to procure the services from other sources and to hold the vendor responsible for any excess costs incurred by the City.

The contract may be canceled by the City without cause with 30 days written notice to the Contractor. The contract may be canceled without cause by the Contractor with 90 days written notice to the City.

4.5. *Delivery Date*

It is anticipated that the agreement resulting from this solicitation, if awarded, will have a tentative start date of July 1, 2019 and continue to June 30, 2020 inclusive of both dates. The contract may be extended by mutual agreement of both parties for up to two (2) additional one-year periods.

4.6. *Rights to Submitted Materials*

All proposals, inquiries, responses, or correspondence related to or in reference to this request for proposals, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the Vendor will become the property of the City when received.

4.7. *Non-Discrimination*

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected firm sign a statement affirming its compliance with this policy.

APPENDIX A

I, the undersigned, have read and understand the attached specifications for the Towing & Storage Request for Proposal. I am able to perform the contract in accordance with the City's specifications and offer the following costs of rendering services (please state bid amounts in words and figures):

- | | |
|--|----------------------|
| <p>A. <u>Flat charge</u> for City-ordered tow charges for passenger type vehicles and pickup trucks up to and including 1 ton capacity during the hours of 7:00 a.m. and 7:00 p.m. 7 days per week, 365 days per year.</p> | <p>\$ _____</p> |
| <p>B. Same as "A", except during the hours of 7:00 PM to 7:00 AM</p> | <p>\$ _____</p> |
| <p>C. <u>Flat charge</u> for City-ordered tow charges for trucks (1 ton and over), and heavy equipment during the hours of 7:00 AM and 7:00 PM 7 days per week, 365 days per year.</p> | <p>\$ _____</p> |
| <p>D. Same as "C", except during the hours of 7:00 PM to 7:00 AM</p> | <p>\$ _____</p> |
| <p>E. <u>Hourly charge</u> for additional labor to facilitate the movement of the vehicle (including dropping the drive shaft, use of dollies, etc. This does not include using a "slim jim" to open the vehicle - that should be included in base towing cost, except as requested below)</p> | <p>\$ _____</p> |
| <p>F. <u>Flat charge</u> to "slim jim" a vehicle without performing towing services.</p> | <p>\$ _____</p> |
| <p>G. <u>Hourly charge</u> for use of a dolly or motorcycle trailer if required.</p> | <p>\$ _____</p> |
| <p>H. <u>Flat charge</u> for a vehicle release during non-business hours/days.
 Define non-business hours: _____
 Define non-business days: _____</p> | <p>\$ _____</p> |
| <p>I. Storage of vehicles shall be charged at the following rates:
 (In all cases where a vehicle has been stored for less than two (2) hours, no daily storage will be assessed. Any portion after two (2) hours shall constitute one full day).</p> | |
| <p>1. Motorcycles</p> | <p>\$ _____ /Day</p> |
| <p>2. Passenger type cars and trucks (1 ton or less)</p> | <p>\$ _____ /Day</p> |
| <p>3. Trucks over 1 ton and heavy equipment</p> | <p>\$ _____ /Day</p> |
| <p>J. Field Release Fee</p> | <p>\$ _____</p> |
| <p>K. Cost to tow City-owned vehicles:</p> | |
| <p>1. Within Hermosa Beach to City Yard</p> | <p>\$ _____ /Tow</p> |

APPENDIX A

2. Outside Hermosa Beach to City Yard

\$ /Mile

CITY OF HERMOSA BEACH TOWING & STORAGE CONTRACT QUESTIONNAIRE

Please complete the following questions on a separate sheet of paper if necessary.

1. Name of Contractor: _____
2. Number of years in towing business?
3. Number of years in storage business? _____
4. Number of years in business under current ownership? _____
5. List of all storage facilities, addresses, and if owned or leased.
6. Total number of employees? Provide a hierarchy chart. _____
7. Out of total, how many are drivers? What is their average tenure?
How are they compensated?
8. Out of total, how many are dispatchers? Provide the dispatching protocol.
9. Provide a copy of your training manual for both positions.
10. How many supervisors per shift? Where are they located during the shift?
Who do they supervise?
11. What are the shift days and times?
12. How long have you been at your present location? __
13. Has your firm been sued in the past 3 years?
If so, what was the nature of the litigation?
14. Do you currently have an FCC license? _____
15. Are you currently licensed to do business in Hermosa Beach? _____
16. Attach a complete list of your fleet of vehicles including their capacity.
17. How do you track the vehicles?

APPENDIX A

18. List all current contracts with public agencies. Include contact person, phone number, contract term dates, and how many trucks & types are deployed for each agency.

The undersigned has checked carefully the entire Towing and Storage Services Request for Proposal (RFP). By signing this document, I attest that I am authorized to contractually bind the company listed, and will meet the Proposal requirements if awarded a contract.

Dated this _____ day of _____

Print Name

Signature

Title

Name of Company

Business Address

City, State, Zip Code

Telephone Number

FAX

E-mail

Insurance Documents

Do Not Submit With Proposal

**Only the Successful Bidder Will Be
Required To Complete These Forms**

APPENDIX A

CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #1
(GENERAL)
Attachment "A"

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded - applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) or event to include set-up and cleanup dates):

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.

APPENDIX A

8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1315 Valley Drive, Hermosa Beach, CA, 90254, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Commercial General Liability "Occurrences" Form CG0001 and shall include the following:
 - A. General Liability
 - (1) Comprehensive Form
 - (2) Premises/Operations
 - (3) Independent Contractors Liability
 - (4) Broad Form Property Damage
 - (5) Personal Injury
 - (6) Products, Completed Operations
 - (7) Contractual
 - (8) Explosions, collapse, or underground property damage.

NOTE: If this is a Homeowner's Policy in lieu of Commercial General Liability, it shall afford coverage at least as broad as Homeowners ISO Form HO II (Ed 9-70) California and shall include comprehensive personal liability.

The policy shall provide the dollar limit specified in paragraph 9 with the following additional coverage where boxes below are checked:

- _____ 11. Host Liquor Liability
_____ 12. Liquor Law Liability
_____ 13. Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of Policy No. _____.

Name Insured _____

Name of Insurance Company _____

APPENDIX A

I, _____ (print/type name) warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE

APPENDIX A

CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #2
(AUTO LIABILITY)
Attachment "B"

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.
3. Occurrence Based Policy. This policy shall be an "occurrence based policy."
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) of event to include set-up and cleanup dates):

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.

APPENDIX A

8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1400 Highland Avenue, Hermosa Beach, CA 90254, at least thirty (30) days prior to the date of such cancellation.

9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.

10. Scope of Coverage. This policy shall afford coverage at least as broad as Insurance Services Office Form No. CA0001 (Ed 1/78), Cod 1 ("any auto") and shall include the following:

A. Auto Liability

- (1) Any auto
- (2) All owned autos (Private Passengers)
- (3) All owned autos (other than Private Passengers)
- (4) Hired autos
- (5) Non-owned autos (for business purposes)
- (6) Other _____

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of

Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Manager Date

APPENDIX A

PLEASE ATTACH CERTIFICATE OF INSURANCE

APPENDIX A

CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
Attachment "D"

This agreement is issued in consideration of the City approval of the sponsor's application. The named insured must still provide a Certificate of Insurance, naming the City as an additional insured and meet the City's required minimum limits of insurance. An additional insured endorsement shall also be provided and signed by the insurance carrier.

The named insured agrees to the following:

1. Indemnification Clause. The named insured shall indemnify and save harmless the City of Hermosa Beach including its elected officials, officers agents and employees against any and all claims, liability, judgments, costs or expense resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and date(s) of event to include set-up and clean-up dates):
2. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters and other reasonable costs of investigation and defense.

This agreement is effective _____ at 12:01 a.m.

Named Insured _____

I, _____ (print/type name), warrant that I have authority to bind the above listed sponsor and by my signature hereon do so bind this sponsor.

By _____
Signature of Authorized Representative

Approved _____
City Manager Date

APPENDIX A

CITY OF HERMOSA BEACH
1315 VALLEY DRIVE
HERMOSA BEACH, CA 90254

INSURANCE ENDORSEMENT FORM #1A – Garage Keeper’s Liability

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall include the following:

1. Additional Insured. With respect to such insurance as is afforded by this policy, the City of Hermosa Beach and its officers, employees, elected officials, volunteers, and members of boards and commissions shall be named as additional insured. This additional insured coverage only applies with respect to liability of the named insured or other parties acting on their behalf arising out of the activities of the undertaking specified in paragraph No. 5 below (Indemnification Clause).
2. Cross Liability Clause. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s liability.
3. Occurrence Based Policy. This policy shall be an “occurrence based policy.”
4. Primary Insurance. For the risks covered by this endorsement this insurance shall provide primary insurance to the City to the exclusion of any other insurance or self-insurance program the City may carry with respect to claims and injuries arising out of activities of the Contractor or otherwise insured hereunder.
5. Indemnification Clause. The underwriters acknowledge that the named insured shall indemnify and save harmless the City of Hermosa Beach against any and all claims resulting from the wrongful or negligent acts or omissions of the named insured or other parties acting on their behalf in the undertaking specified as (list activity location and dates(s) of event to include set-up and cleanup dates):

6. Investigation and Defense Costs. Said hold harmless assumption on the part of the named insured shall include all reasonable costs necessary to defend a lawsuit including attorney fees, investigators, filing fees, transcripts, court reporters, and other reasonable costs of investigation and defense.
7. Reporting Provisions. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City.

APPENDIX A

8. Cancellation. This policy shall not be canceled except by written notice to the Risk Manager at: City of Hermosa Beach, 1400 Highland Avenue, Hermosa Beach, CA 90254, at least thirty (30) days prior to the date of such cancellation.
9. Limits of Liability. This policy shall provide minimum limits of liability of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the named insured.
10. Comprehensive Coverage. This policy shall afford coverage at least as broad as Garage Liability and Garage Keepers Legal Liability "Occurrences" ISO Form CA 0005.

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability elsewhere in the policy.

This endorsement is effective _____ at 12:01 a.m. and forms a part of

Policy No. _____.

Named Insured _____

Name of Insurance Company _____

I, _____ (print/type name), warrant that I have authority to bind the above listed insurance company, and by my signature hereon do so bind this company.

By _____
Signature of Authorized Representative

Approved _____
City Manager Date

PLEASE ATTACH CERTIFICATE OF INSURANCE