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**ADDENDUM #1 dated 5/4/2016  
Request for Qualifications Q14-15/16  
Tow and Impound Services**

**1) Re: RFQ Section 1.9 Acceptance of Terms and Conditions (page 4)**

**Question #1:** What are the City's objectives for this RFQ and where are they posted? No part of this RFQ lists the City's objectives, only requirements. Please send the full list of the City's objectives as delineated in Section 1.9 of the RFQ. Please include: The date each of these specific objectives were adopted; The City Department from which these objectives originated; The person(s) or committee(s) who identified and recommended or developed these objectives.

**Answer #1:** It is the City's objective to enter into agreements with all qualified firms that meet the City's tow and impound requirements. Section 3 of the RFQ defines the qualifications a firm must possess. Section 4 of the RFQ describes the scope of services required by the City. Section 6 describes the general terms and conditions that will govern the contractual relationship between the City and tow company. Those firms who do not agree to all required terms in the City contract will forfeit their participation in the City's tow program.

**2) Re: RFQ Section 1.10 Off-Contract Purchases (page 4)**

**Question #2a:** Class D trucks are not required in this RFQ, so does Section 1.10 refer to a tow with a Class D truck as an Off-Contract purchase when the need arises? If so, is it the City who will be the purchaser and pay for the tow of a Class D truck?

**Answer #2a:** The City is not requiring a tow company to possess a Class D (Super Heavy Duty) truck because it is not a common tow request. In the event that Super Heavy Duty tow services are required, the City will seek these services with tow contractors under contract with the City. If none of the contracted companies are available or able to provide adequate service, the City, in its best interest, will contract with a company outside of the contract. Similar to any other tow, the tow fees shall be paid by the vehicle owner/agent. Also, see Answer #2b below.

**Question #2b:** What is an example of an Off-Contract purchase? What is an example of a set of circumstances when an Off-Contract purchase would be used?

**Answer #2b:** Off-contract purchases for tow and impound services are not common for the City. The intent of the City in any tow or impound situation is to call the company in the first



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position of the rotation. If that company is not available or unable to provide service, the City will contact the company in the next position. The City will continue this course of action until all tow companies have been given the opportunity to provide service. In the event that none of the contracted companies are available or able to provide adequate service, the City, in its best interest, will contract with a company outside of the contract.

An example of an off-contract purchase would be the requested service of a Class D Super Heavy Duty Tow.

**Question #2c:** How does a Responding company become a supplier to the City for Off-Contract purchases under this contract?

**Answer #2c:** If a contracted tow company is able to provide any tow and impound services that fall outside the scope of services outlined in the RFQ (such as Class D Super Heavy Duty tow services), the City will coordinate with the tow company to purchase outside of the contract for these services. For tow and impound services outside the scope of the RFQ, the tow company shall provide these services to the City at the same rate they would charge any other customer for the same type of service.

**Question #2d:** Please provide the City's guidelines for off-contract purchases.

**Answer #2d:** The intent of the City in any tow or impound situation is to call the company in the first position of the rotation. If that company is not available or unable to provide service, the City will contact the company in the next position. The City will continue this course of action until all tow companies have been given the opportunity to provide service. In the event that none of the contracted companies are available or able to provide adequate service the City, in its best interest, will contract with a company outside of the contract.

### **3) Re: RFQ Section 2.5.3 (page 6)**

**Question #3:** Both the Estimated RFQ Proposal Timeline and item 2.5.3 indicate that the City will further evaluate responsive proposals. However, the only specific action identified is the Police Department conducting background investigation of owner(s). What actions does the City contemplate taking as part of the further evaluation of responsive proposals?

**Answer #3:** Responsive proposals will be further evaluated to determine the firm's ability to meet the City's requirements. Specifically, the evaluation team will review the written responses to Section 3 (Qualifications) and Section 4 (Scope of Services) to determine if the City's requirements are met. If any of the written responses do not meet the City's requirements, then it will be considered as a disqualifying factor of the RFQ.



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**4) Re: RFQ Section 2.5.3.1 Background Investigation (pages 6-7)**

**Question #4:** Regarding item 2.5.3.1 Background Investigation, why are the disqualifying factors of a respondent's misdemeanor or felony conviction limited to only the past five (5) years?

**Answer #4:** Five years is a reasonable and relevant period for review of criminal history and business propriety.

**5) Re: RFQ Section 2.5.6 (page 7)**

**Question #5a:** Section 2.5.6 clearly states the City will inspect Tow Company Responder sites and equipment in order to determine whether or not a Responding Company meets the required qualifications as outlined in this proposal. This is a necessary step for the City by these inspections to determine whether or not a Responding Company will go forward in the process and become "Conditionally Qualified" under this RFQ. How will the City conduct an on-site inspection of the equipment described with companies who are in contract with a Responder as a sublettor?

**Answer #5a:** If subcontractors are proposed for Class C Heavy Duty services, separate inspections will be conducted for those subcontractors to inspect the Class C Heavy Duty tow truck. It is the Respondent's responsibility to ensure that the subcontractor's tow truck is available for inspection.

**Question #5b:** The Estimated RFQ Proposal Timeline and item 2.5.6 indicate that inspections are tentatively scheduled for November 2016. Why is there a 4 to 5 month delay between issuing Notice of "Conditional Qualified" companies and the on-site inspection for determining if a company meets the equipment and storage requirements?

**Answer #5b:** It is the City's intent to propose a fair and reasonable timeline for interested firms to meet the City's tow and impound requirements. The time allotted between the "Conditional Qualified" notification and site inspection date gives Respondents an opportunity to finalize proposed equipment and storage requirements.

**Question #5c:** Referencing the delay between issuance of notice of "Conditional Qualified" companies sometime in June 2016 and the on-site inspections sometime in November 2016, how will the City address possible business decisions made by a responding company that result in a differences in equipment and the site between those stated in a response and the conditions existing at the time of the on-site inspection? For example, if a company finds that it is



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necessary to replace or remove from service an older vehicle, will that be treated negatively at the on-site inspection? Will the city permit a "Conditional Qualified" company to give notice of possible changes that have occurred during the period between the June notification period and the November inspections, and what is the timing for giving such notice?

**Answer #5c:** The City understands that equipment may be replaced between the time of the proposal submittal and inspection date. During the inspection, Respondents should notify the inspector of any changes. As long as the changes do not affect the Respondent's ability to meet the City's tow and impound requirements, it will not be a disqualifying factor of the RFQ.

**Question #5d:** Would the City clarify why the timing of the inspections depends "on the number of Conditional Qualified" proposals as stated in item 2.5.6?

**Answer #5d:** It is the City's intent to conduct all site inspections during the month of November 2016. Depending on the availability of all parties involved, as well as the number of inspections that need to be conducted, there may be a slight possibility that some inspections are scheduled in early December.

**Question #5e:** Why did the City change the requirement to allow six months for the yard to be operational? Tow trucks are required immediately. The entity must be in business for three years. Was this an accommodation to benefit specific companies?

**Answer #5e:** It is the City's intent to propose a fair and reasonable timeline for interested firms to meet the City's tow and impound requirements. The time allotted between the "Conditional Qualified" notification and site inspection date gives Respondents an opportunity to finalize proposed equipment and storage requirements. The timeline was not determined with specific companies in mind, but rather for all interested companies to have an equal opportunity to meet the City's tow and impound requirements.

**6) Re: RFQ Section 3.3.2 Past Conduct (pages 10-11)**

**Question #6a:** If the background investigation reveals that a respondent misrepresented or omitted providing information required in item 3.3.2 Past Conduct, will such misrepresentation or omissions result in a company being placed in the "Unqualified" category?

**Answer #6a:** Any material misrepresentation or omission discovered during the background investigation process will be considered as a disqualifying factor of the RFQ.



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**Question #6b:** Why doesn't item 3.3.2.1 include any director of a company among the positions where there has been violations, including penalties, of any federal, state, or local law? In addition, why is this item limited to violations or penalties "in performance of a contract?"

**Answer #6b:** Information required for a firm owner, partner or officer must be provided for any director of a company. Asking for information about the performance of a contract is relevant to performing a contract to provide tow services.

**Question #6c:** Why does item 3.3.2.2 limit the scope to a private or governmental entity instead of also including criminal conviction or civil liability for making a false claim or material misrepresentation to an individual?

**Answer #6c:** The background investigation conducted by the Police Department will cover other felony and misdemeanor criminal history.

**Question #6d:** Why is item 3.3.2.3 limited to a criminal conviction or civil liability for a matter "involving the bidding, awarding, or performance of a government contract?"

**Answer #6d:** The background investigation conducted by the Police Department will cover other felony and misdemeanor criminal history.

#### **7) Re: RFQ Section 3.6.1.4 (page 12)**

**Question #7a:** Examining a contract-- a piece of paper— as per the RFQ in 3.6.1.4 (2), "Tow company shall provide a tentative agreement with sub-contractor to City at time of site inspection;" is very different from conducting an inspection on an actual piece of equipment. We are concerned this creates an unfair advantage for Responding companies who do not have the large trucks but by this clause can evade the scrutiny to which we will be subjected and yet still move forward in the process to become "Conditionally Qualified." Specifically, what steps will the City implement to make this process open, fair and equitable to Responders who possess these trucks and will undergo full inspection and investigation against those who are Responders who will not submit to full inspection and investigation for vehicles that will be sublet for services?

**Answer #7a:** If subcontractors are proposed for Class C Heavy Duty services, separate inspections will be conducted for those subcontractors to inspect the Class C Heavy Duty tow truck. It is the Respondent's responsibility to ensure that the subcontractor's tow truck is available for inspection.



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**Question #7b:** In Section 3.6.1.4 (2) the RFQ tells us subletting is permitted with another “reliable tow company.” In order to secure this contract, we, Responding Companies, must submit to physical inspection and background investigation. Will the outside subcontracting companies also be subject to the same level of scrutiny as those of us who possess Class C vehicles will endure to qualify for this contract? Will they have to undergo a background check? Equipment inspection? If not, please explain how allowing a sublet for service to a “reliable company” does not create two separate classifications of towing companies responding to this contract: one who possesses heavy duty equipment and must have background checks and inspection and other companies who also possess heavy duty equipment but who do not have to submit to background checks and inspections and yet will move forward solely by virtue of having a partner in this RFQ?

**Answer #7b:** If subcontractors are proposed for Class C Heavy Duty services, separate inspections will be conducted for those subcontractors to inspect the Class C Heavy Duty tow truck. It is the Respondent’s responsibility to ensure that the subcontractor’s tow truck is available for inspection. Furthermore, background investigations as described in Section 2.5.3.1 of the RFQ will be conducted for the subcontractor.

**Question #7c:** How is a Responder sub-contracting with a company different from opening up this RFQ to companies outside the one air mile described in this RFQ?

**Answer #7c:** Companies with storage yards outside of one air mile of the city limits do not meet the City’s storage yard requirements. The two scenarios are different because subcontractors for Class C Heavy Duty services are not required to meet the City’s storage yard requirements. Subcontractors must tow the vehicle to the Respondent’s storage yard.

**Question #7d:** In Section 3.6.1.4 (2) the RFQ permits the ability to sub-contract with another reliable company with City’s approval for heavy duty services. What is the list of companies deemed reliable by the City for sub-contracting under this 3.6.1?

**Answer #7d:** As long as the City’s tow response thresholds are met, the tow company may sub-contract with any company in the county approved by the City. The declaration of the sub-contract for heavy duty services must be included in the proposal response. At the time of the site inspection, the Respondent must provide to the City a tentative agreement with the sub-contractor. The agreement between the Respondent and the subcontractor for Class C Heavy Duty Services must be finalized prior to commencing tow and impound services with the City.

**Question #7e:** What is the City criteria used to determine reliability for tow contractors outside of this RFQ?



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**Answer #7e:** As long as the City's tow response thresholds are met, the tow company may sub-contract with any company in the county approved by the City. The declaration of the sub-contract for heavy duty services must be included in the proposal response. At the time of the site inspection, the Respondent must provide to the City a tentative agreement with the sub-contractor. The agreement between the Respondent and the subcontractor for Class C Heavy Duty Services must be finalized prior to commencing tow and impound services with the City.

**Question #7f:** Please explain how acquiring the rating of reliable which allows those contracting companies to move forward under this contract with their partner not an outside company responding to this RFQ through a back door?

**Answer #7f:** As long as the City's tow response thresholds are met, the tow company may sub-contract with any company in the county approved by the City. The declaration of the sub-contract for heavy duty services must be included in the proposal response. At the time of the site inspection, the Respondent must provide to the City a tentative agreement with the sub-contractor. The agreement between the Respondent and the subcontractor for Class C Heavy Duty Services must be finalized prior to commencing tow and impound services with the City.

**Question #7g:** Will each type of Heavy Duty Class C vehicle have its own separate contract?

**Answer #7g:** Respondents using subcontractors for Class C Heavy Duty Services must have an agreement with the subcontractor describing such services. The declaration of the sub-contract for heavy duty services must be included in the proposal response. At the time of the site inspection, the Respondent must provide to the City a tentative agreement with the sub-contractor. The agreement between the Respondent and the subcontractor for Class C Heavy Duty Services must be finalized prior to commencing tow and impound services with the City.

**Question #7h:** What is the complete set of criteria which qualifies an outside contractor for city approval, which is separate from reliable, for subletting under this RFQ as per 3.6.1.4 for a Class C (Heavy Duty) truck (a three-axle tow truck with a GVWR of at least 52,000 pounds)? In which City Department was this criteria for approval developed? On what date was the criteria for approval adopted by the overseeing City Department? What is the names of the person or people or committee(s) that developed criteria for a tow company to be approved? What type of reports were filed by the persons who developed this approval criteria and/or the committee's meeting agendas and minutes? Who was the Head of the Department who signed off on the approval criteria for towing companies under this RFQ? And on what date was it signed? When was the criteria for approval for towing companies under this RFQ information sent to the General Manager's office, the City Attorney's office, the City Council and/or read into the record?



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**Answer #7h:** As long as the City's tow response thresholds are met, the tow company may sub-contract with any company in the county approved by the City for Class C Heavy Duty Services. Since Class C Heavy Duty Services are not a common tow request for the City, it is reasonable to provide an option for a firm to sub-contract these services. This option was also provided when the City last issued a request for proposals for tow and impound services.

**8) Re: RFQ Section 3.6.1 City's Tow Truck Requirements (pages 11-12)**

**Question #8a:** What is the City's plan for tows requiring a Class D truck?

**Answer #8a:** The City is not requiring a tow company to possess a Class D (Super Heavy Duty) truck because it is not a common tow request. In the event that Super Heavy Duty tow services are required, the City will seek these services with tow contractors under contract with the City according to the rotation schedule. If none of the contracted companies are available or able to provide adequate service, the City will contract with a company outside of the contract.

**Question #8b:** Over the course of the contract, does the potential exist for a company on rotation to have to respond to a call requiring a Class D Truck? If not, why not?

**Answer #8b:** The City is not requiring a tow company to possess a Class D (Super Heavy Duty) truck because it is not a common tow request. In the event that Super Heavy Duty tow services are required, the City will seek these services with tow contractors under contract with the City according to the rotation schedule. If none of the contracted companies are available or able to provide adequate service, the City will contract with a company outside of the contract.

**Question #8c:** If a call requires a Class D tow truck for a company on rotation, why is a Class D truck not required as part of the RFQ?

**Answer #8c:** The City is not requiring a tow company to possess a Class D (Super Heavy Duty) truck because it is not a common tow request. In the event that Super Heavy Duty tow services are required, the City will seek these services with tow contractors under contract with the City according to the rotation schedule. If none of the contracted companies are available or able to provide adequate service, the City will contract with a company outside of the contract.

**Question #8d:** Since a Class D truck is not required as part of the RFQ, how will the City ensure tow companies who possess a Class D truck and can respond to a call for that size are involved in an ongoing safety maintenance program for this class of tow truck since the City will have neither right nor authority to inspect a truck not included in the RFQ?





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**Answer #8d:** Like any other service provider, any company providing service to the City is expected to provide the same level of service to the City as they would to any other customer. Regarding Class D Super Heavy Duty tow services, the company should be providing these services to the City as requested, even if an inspection has not been conducted by the City on the tow truck.

**Question #8e:** Specifically, what is the City's plan for vehicles requiring a Class D truck if this Class of truck is not required in the RFQ?

**Answer #8e:** The City is not requiring a tow company to possess a Class D (Super Heavy Duty) truck because it is not a common tow request. In the event that Super Heavy Duty tow services are required, the City will seek these services with tow contractors under contract with the City by calling the company in the first position of the rotation. If that company is not available or unable to provide service, the City will contact the company in the next position. The City will continue this course of action until all tow companies have been given the opportunity to provide service. If none of the contracted companies are available or able to provide adequate service, the City will contract with a company outside of the contract.

**9) Re: RFQ Section 3.6.2 "GREEN" Fleet (page 12)**

**Question #9:** Item 3.6.2 is unclear with respect to the timing when a Respondent is required to include a detailed listing of vehicles to provide service to the City, whether the listed vehicles meet AFV/hybrid status, or the respondent's plan to meet the Council policy. Is the detailed listing and other information required in the response due May 9, 2016, at the on-site inspection in November 2016, at contract negotiation, or some other time?

**Answer #9:** To be responsive to Section 3.6.2 of the RFQ, Respondents must provide, in the written proposal due May 9, a detailed listing of tow trucks that will provide service to the City, which includes if those vehicles already meet AFV/hybrid status, and, if not, the Respondent's plan to meet the Council Green Fleet policy during the term of the contract.

**10) Re: RFQ Section 3.8.1 Tow Truck Inspections (page 13)**

**Question #10a:** Paragraph 3.8.1 references all tow trucks utilized on City rotation calls. Over the course of the contract, is it possible for a company on rotation to have to respond to a call requiring a Class C Truck?



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**Answer #10a:** Over the course of the contract, it is possible that a tow company on rotation will need to respond to a Class C Heavy Duty tow request. It is a City requirement to either possess a Class C tow truck or sub-contract to provide these services to the City.

**Question #10b:** This paragraph states that at its discretion, the City shall conduct inspections without notice of all tow trucks utilized on City rotation calls. The paragraph goes on to note the intent of these inspections is to ensure tow companies are involved in an ongoing safety maintenance program for their tow trucks. For those companies subletting the Class C service, will the vehicles used to perform that service vehicle be on the leasee tow company's property or in their control at all times?

**Answer #10b:** It is not required that the subcontractor's Class C tow truck be located at the Respondent's property or in the Respondent's control at all times. However, it is the responsibility of the Respondent to ensure that Class C tow requests meet the City's response thresholds as outlined in the RFQ. Additionally, it is the Respondent's responsibility to ensure that the subcontractor's tow truck is available for inspection, upon request by the City.

**Question #10c:** If the sublet vehicles for performance of this service for lease companies are not on the tow company's property or in their control at all times, how will the City ensure tow companies are involved in an ongoing safety maintenance program for Class C trucks?

**Answer #10c:** It is the responsibility of the Respondent to ensure that subcontracted services and associated equipment are adequate to meet the City's requirements. If the subcontractor does not fulfill in a timely and proper manner the tow services for the City, then it shall be cause for damages for breach and/or termination of contract between the City and Respondent.

**Question #10d:** If tow companies are given dispensation by the City to not have Class C trucks in their possession and control at all times, then how will the City know whether or not this company is or is not meeting all the requirements set forth in this proposal for each and every truck? How will the City know whether or not a company has breached the contract?

**Answer #10d:** It is the responsibility of the Respondent to ensure that subcontracted services and associated equipment are adequate to meet the City's requirements. If the subcontractor does not fulfill in a timely and proper manner the tow services for the City, then it shall be cause for damages for breach and/or termination of contract between the City and Respondent.

**Question #10e:** If tow companies are given dispensation by the City to not have Class C trucks in their possession and control at all times, then how is that not two different classes of tow companies, those that must conform to all of the requirements and those that do not?



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**Answer #10e:** It is the responsibility of the Respondent to ensure that subcontracted services and associated equipment are adequate to meet the City's requirements. If the subcontractor does not fulfill in a timely and proper manner the tow services for the City, then it shall be cause for damages for breach and/or termination of contract between the City and Respondent.

**11) Re: RFQ Section 3.9.3 (page 14)**

**Question #11a:** Please clarify that under item 3.9.3 if a secondary storage yard is proposed (a) that a secondary storage site when combined with the primary storage yard must exceed one acre of vehicle storage space net of office space or other non-storage usable space, and (b) that a secondary storage site may not be shared with other tow vendors.

**Answer #11a:** As stated in Section 3.9.3: *"If the tow company's primary storage yard does not meet the one acre minimum storage space requirement, a secondary storage yard site may be proposed, provided that (a) the storage space in the primary and secondary lot exceeds one acre, (b) the second site meets all storage yard requirements outlined in the RFQ, and (c) only one secondary storage yard is allowed (i.e. a maximum of two storage yards are allowed for use for City-initiated tows)."* As stated in Section 3.9.2: *"The one acre of vehicle storage space must not be shared with other tow vendors, whether they are contracted with the City or not."*

**Question #11b:** Several questions regarding the secondary yard and its use: as stated there will be no charge to tow the vehicle back to the primary yard, does this mean there can be a charge to relocate the vehicle to the secondary yard if first towed to the primary yard?

**Answer #11b:** Tow companies may not charge the vehicle's owner/agent for transporting a vehicle from a primary storage yard to a secondary yard, and vice versa.

**Question #11c:** Where are customers to be directed to inspect their vehicle and to remove personal property?

**Answer #11c:** Customers will be directed to the tow company's primary storage yard. Personal property and/or the vehicle shall be released at the primary storage yard. Personal property or a vehicle release from a secondary storage yard shall only be granted if it's acceptable to the vehicle's registered owner or agent.

**Question #11d:** Is it expected the secondary yard will have to be staffed and open the same hours as a primary yard?



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**Answer #11d:** The secondary storage yard does not have to be staffed, but it must meet all of the storage yard requirements outlined in Section 3.9 of the RFQ. Access to the secondary storage yard shall have the same operating hours as the primary yard.

**Question #11e:** Will the secondary yard be inspected?

**Answer #11e:** The secondary storage yard will be inspected to ensure it meets all requirements outlined in Section 3.9 of the RFQ.

**Question #11f:** Why did the City change the requirement to allow two yards? Was this to benefit specific companies?

**Answer #11f:** It is the City's intent to propose fair and reasonable requirements for interested tow and impound service providers. The option of a secondary storage yard was not determined with specific companies in mind, but rather for all interested companies to have an equal opportunity to meet the City's tow and impound requirements. A second tow yard is allowed under the existing contracts and is considered a functional equivalent in providing equal services.

**12) Re: RFQ Section 3.9.5 (page 14)**

**Question #12:** To be consistent with Sections 6.17 and 6.18 should this section address locations outside of Chula Vista city limits?

**Answer #12:** The storage yard(s) within the City must be in conformance with applicable City zoning and building codes and be permitted as such. If outside the City, the storage yard(s) must be in conformance with the equivalent zoning and building regulations within that jurisdiction.

**13) Re: RFQ Section 4.1.4 (page 15)**

**Question #13:** Is it the intent of this section to apply to repeated failures of each type mentioned? It reads like a single failure to respond to a tow or service call could be grounds for termination. This would seem in conflict with Section 4.1.3 which anticipates this may occur.

**Answer #13:** When a Respondent informs the City that they are not able to respond or unable to meet the maximum response time, it does not excuse the Respondent for not providing the requested service. A failure to respond to towing or service calls, and/or repeated failures to meet maximum response time requirements shall be cause for damages for breach and/or termination of contract.



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**14) Re: RFQ Section 4.1.6 (page 15)**

**Question #14a:** Item 4.1.6 prohibits tow companies who do not occupy the first position of the Call List to “jump calls” unless specifically called by a citizen and approved by the on-scene officer. There are increasing incidences in which companies that are not contracted with the City respond to accident situations before a contracting company without a citizen request and are permitted to tow the vehicle. In many cases both the towing and storage fees are greater than those fees established by the contract. The California Highway Patrol is aware of these incidences in their jurisdiction and intends to require a company that attempts to “jump calls” to produce documentation before permitting a tow by another company. In past RFQs and currently, the City referenced and adopted standards required by the California Highway Patrol. For the benefit of the general public and the contracting towing companies, will the City require that a tow company must both be called by the citizen and be approved by the on-scene officer after producing documentation?

**Answer #14a:** As stated in Section 4.1.6 of the RFQ, tow companies who do not occupy the first position of the Call List are forbidden to “jump calls” unless specifically called by a citizen and approved by the on-scene officer. Violating this protocol shall be cause for damages for breach and/or termination of contract.

A tow company (whether they are contracted with the City or not) will not be allowed to insert themselves in a police-initiated tow call for service, unless specifically requested by the citizen.

**Question #14b:** Is violation of this Section also considered grounds for termination and possibly a violation of law?

**Answer #14b:** As stated in Section 4.1.6 of the RFQ, tow companies who do not occupy the first position of the Call List are forbidden to “jump calls” unless specifically called by a citizen and approved by the on-scene officer. Violating this protocol shall be cause for damages for breach and/or termination of contract.

**15) Re: RFQ Section 6.17 Compliance with City Building and Construction Regulations and Section 6.18 Compliance with City Zoning Regulations (page 23)**

**Question #15:** How will the City ensure fair and equitable inspections if some locations are outside the City and the City lacks the records or information to determine compliance with the other city codes? What if in some cases the standards of Chula Vista are higher than the other city, will lower standards be allowed?



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**Answer #15:** Building and Construction Regulations, as well as Zoning Regulations, must comply with the regulations within the jurisdiction. The City will not change its regulations based upon another jurisdiction's regulations.

**16) Re: RFQ Section 6.23 Common Ownership (page 25)**

**Question #16a:** With respect to item 6.23 Common Ownership, experience over the past 20 years reflects that during the contractual term at least one towing company has been terminated under the contract. Common ownership potentially creates increased contract administration issues for the City and difficult decisions when a member of the commonly owned group violates contractual terms. As noted above, the City has referenced and adopted standards required by the California Highway Patrol. The California Highway Patrol does not allow common ownership of towing companies within a towing district. Is it in the best interests of the City, the Police Department, and general public to not have any restrictions regarding common ownership among tow companies?

**Answer #16a:** The City will not set forth restrictions regarding common ownership among tow companies. Each firm must stand alone and individually meet all City requirements to perform tow and impound services. The City will enter into separate contracts with each firm. If commonly-owned companies shall default or breach contract, the City will determine appropriate action to the affected tow companies.

**Question #16b:** As the City has relied upon the CHP Tow Service Agreement for standards and regulations; why wouldn't the City prohibit "Common Ownership" among tow companies as does the CHP TSA in the following section:

5. *FINANCIAL INTEREST*

*A. No operator or applicant shall be directly involved in the towing-related business of any other operator or applicant within the same rotation tow district.*

The Sheriff's Department prohibits this as well. Does the City not see the inherent problems that will arise over time if not immediately? Is the position of the City intended to be to the benefit of specific entities?

**Answer #16b:** The City will not set forth restrictions regarding common ownership among tow companies. Each firm must stand alone and individually meet all City requirements to perform tow and impound services. The City will enter into separate contracts with each firm. If commonly-owned companies shall default or breach contract, the City will determine appropriate action to the affected tow companies.



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**17) General Question Re: Tow RFQ**

**Question #17:** Are there any restrictions on which City officials or council members we contact during this process?

**Answer #17:** As stipulated in Section 1.4 of the RFQ, Procurement Specialist Victor De La Cruz shall act as the City's single point-of-contact for prospective respondents during the process. His email address is [vdelacruz@chulavistaca.gov](mailto:vdelacruz@chulavistaca.gov).

Acknowledgment

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

It is required that you sign, date and return this addendum with your proposal.

Thank you,

A handwritten signature in black ink, appearing to read "Victor De La Cruz", written over a horizontal line.

Victor De La Cruz