



REQUEST FOR QUALIFICATIONS (RFQ)

Notice is hereby given that proposals will be received until 3:00pm Pacific Standard Time (PST) on the 9th day of May 2016, furnishing the City of Chula Vista with:

Tow and Impound Services

Prospective respondents are hereby referred to the proposal instructions, scope of services, and general terms and conditions contained in this request for qualifications. Prospective respondents are advised to read this RFQ as some provisions have changed since the most recent issue.

All proposals must be submitted to Victor De La Cruz, Procurement Specialist in a sealed envelope marked with the proposal name, due date and time. Late proposals received after the due date and time will not be considered.

Physical and Mailing address:
City of Chula Vista
Finance Department/Purchasing Division
Attention: Victor De La Cruz
276 Fourth Avenue Bldg. "A"
Chula Vista, CA 91910

For any questions related to the proposal, please email Victor De La Cruz at vdelacruz@chulavistaca.gov by April 27. Responses will be provided by May 4.

A **mandatory information meeting** will be held at the Chula Vista Police Department Community Meeting Room located at 315 Fourth Avenue, Chula Vista, CA 91910, on the 20th day of April 2016, at 3:00pm Pacific Standard Time (PST). This mandatory information meeting will explain service requirements and answer questions regarding Scope of Services, completion of proposals, time frames, and the RFQ process. Prospective respondents shall attend at their sole expense. **This is a mandatory information meeting for all respondents. Submittals will only be accepted from companies represented at this meeting.**

The City reserves the right: (i) to reject all proposals received and cancel this RFQ; (ii) to amend the process or requirements of this RFQ; (iii) to waive any irregularities or errors in proposals submitted or in the RFQ process it deems minor or immaterial; and/or (iv) to reject any proposal that is not responsive or qualified per the RFQ requirements, in each case, as City may determine in its sole discretion consistent with City's best interests.

Victor De La Cruz
Procurement Specialist

Dated: April 15, 2016



ESTIMATED RFQ PROPOSAL TIMELINE

April 15, 2016	Post RFQ on Planet Bids
April 20, 2016	Mandatory information meeting at the Chula Vista Police Department Community Room 3:00pm PST
April 27, 2016	Deadline for tow companies to submit questions
May 4, 2016	City responses to questions posted on Planet Bids
May 9, 2016	RFQ submittal deadline at 3:00pm PST
May 2016	Evaluate proposals
May 2016	Notice of Responsive proposals; Responsive proposals will continue with evaluation process, including background investigations
June 2016	Notice of "Conditional Qualified" companies (subject to site and equipment inspection requirement)
November 2016	On-site inspection of business, equipment and storage requirements (Attachment "C" outlines the proposed Tow Site Inspection Sheet)
December 2016	Notice of "Final qualified" companies
December 2016	Tow companies review and sign contracts
December 2016	Council consideration of tow contracts
January 1, 2017	Effective date of new tow contracts



1. INTRODUCTION

1.1 Purpose. The City of Chula Vista, hereinafter referred to as the “City”, is seeking proposals from qualified firms to provide tow and impound services to the City. To be considered, your firm must meet the qualifications and satisfy the requirements as stated in this Request for Qualifications (RFQ).

1.2 The City. The City of Chula Vista encompasses 50.1 square miles and has a population of approximately 256,000 residents. Located in southern San Diego County, Chula Vista was incorporated in 1911 and is the second largest city in San Diego County. Currently, the Police Department initiates approximately 2,300 tows annually.

1.3 Time Line. It is anticipated that the tow and impound service provider(s) selected through this RFQ will commence operations for the City on or about January 1, 2017.

1.4 Contact Person. Any question arising in the development of responses to this RFQ can be e-mailed to the following person who shall act as the City’s single point-of-contact for prospective respondents:

Victor De La Cruz
Procurement Specialist
vdelacruz@chulavistaca.gov

Questions must be received by April 27. Responses will be provided by May 4.

1.5 Length of Contract. It is anticipated that the term of agreement(s) resulting from this process will be one (1) year, with extension options of four (4) additional one-year periods, upon mutual agreement of City and contractor(s).

1.6 Respondents Bear All Costs. Respondents are solely responsible for any costs incurred thereby in responding to this RFQ, regardless of the outcome, even if no contract is awarded as a result hereof.

1.7 City’s Reservation of Rights. The City reserves the right: (i) to reject all proposals received and cancel this RFQ; (ii) to amend the process or requirements of this RFQ; (iii) to waive any irregularities or errors in proposals submitted or in the RFQ process it deems minor or immaterial; and/or (iv) to reject any proposal that is not responsive or qualified per the RFQ requirements, in each case, as City may determine in its sole discretion consistent with City’s best interests.



1.8 Proposals Become City Property. All proposals, reports and data submitted to the City shall become the property of the City and will not be returned. All submitted responses, proposal and information contained therein are public records subject to disclosure under the California Public Records Act, unless a specific exemption applies or as otherwise noted herein, upon completion of the City's selection and negotiation processes.

1.9 Acceptance of Terms and Conditions. By submitting a proposal, the respondent represents that it has thoroughly examined and become familiar with the contents of the RFQ and that it is capable of performing quality work to achieve the City objectives. Response to this RFQ shall be evidence of the respondent's acceptance of the General Terms & Conditions as enumerated by **Section 6** of this RFQ.

1.10 Off-Contract Purchases. The City reserves the right to purchase off-contract when availability or public safety are determining factors. The City shall be the sole judge when purchasing off-contract is applicable.

2. RESPONSE REQUIREMENTS AND EVALUATION PROCESS

2.1 Response Requirements. The City will evaluate all responses to this RFQ that precisely conform with each of the proposal and submission formats described in this section. *Responses deviating in any way from the proposal and submission formats may be declared non-responsive and rejected.* **Proposals will also be rejected if the respondent is not represented at the mandatory information meeting.** The responses required for each section for this RFQ are as follows.

2.1.1 Section 1 provides general information relative to the RFQ, the City, and other pertinent background information. **Section 1** is provided for information only and no response thereto is required.

2.1.2 Section 2 describes the process of responding to this RFQ and is provided for information only. No response to **Section 2** is required.

2.1.3 Section 3 defines the qualifications a firm must possess and demonstrate in order to be considered responsive. Therefore, respondents must explicitly respond to each numbered sub-section of **Section 3**. Such responses should be provided in the precise order in which the sub-sections are presented. Responses to **Section 3** will be evaluated for the purpose of determining a firm's ability to meet the qualifications required by the City.



2.1.4 Section 4 describes the scope to services required by the City. Respondents must explicitly respond to each numbered sub-section of **Section 4**. Such response should be provided in the precise order in which the sub-sections are presented. The proposer's response to each sub-section of **Section 4** should be specifically identified in the proposal using only that sub-section's assigned numeric identifier. Proposals should clearly and concisely state the respondent's intent and ability to comply with the service requirement delineated by each sub-section.

Responders are urged not to include irrelevant or redundant information. Responses to **Section 4** will be evaluated for the purpose of determining a firm's ability to provide the services required by the City.

2.1.5 Section 5 describes the Tow License Fee paid to the City during the length of the contract. **Section 5** is provided for information only and no response thereto is required.

2.1.6 Section 6 describes the general terms and conditions City staff anticipates will define and govern the contractual relationship between the City and the tow companies selected as a result of this RFQ. **Section 6** is provided for information only and no response thereto is required.

2.2 Format & Delivery of Proposals. Responses must be transmitted under the signature of an individual authorized to bind the performance of the responding firm, be typed or word processed and meet the following submission criteria:

2.2.1 A type-face and/or font of not less than 11 points;

2.2.2 Responses shall be securely bound;

2.2.3 Respondents shall provide one (1) original and three (3) copies in hardcopy format; the original and copies shall be delivered together in a single envelope or box marked:

"Tow and Impound Services, RFQ # Q14-15/16, Due: May 9, 2016, 3:00pm"

2.2.4 Proposals sent via facsimile or email will not be accepted.

2.3 Response Due Date. Proposals must be submitted to, and received by the City of Chula Vista, Finance Department/Purchasing Division, 276 Fourth Avenue, Chula Vista, CA 91910, no later than 3:00 p.m. on May 9, 2016. *Submittals will only be accepted from firms represented at the mandatory information meeting.*



2.4 Exceptions to the Request for Qualifications Requirements. The City may, but is not obligated, consider exceptions to the requirements of this RFQ. Any exception to the requirements articulated in this RFQ must be clearly identified a) within the proposal's response to the sub-section for which the exception is noted; or b) listed individually and cross referenced back to the proposal in an attachment entitled, "Exceptions to the RFQ Requirements." The City expressly reserves the right, in its sole discretion, to (1) reject any and all proposals containing any alternative or exception as non-responsive or non-qualified, or (2) accept one or more proposals containing a proposed alternative or exception if the City determines that the proposed alternative(s) or exception(s) is/are minor or immaterial, or that such alternative(s) or exception(s) is/are the functional equivalent of the City's requirement(s).

2.5 Evaluation Process. Proposals will be evaluated according to the requirements, criteria, and process outlined in this RFQ. Proponents may be required to submit additional information and/or clarification to follow up on a Proposal response at the City's sole discretion. All proposals submitted will be screened, evaluated, and categorized by an evaluation team selected by the Chief of Police. The evaluation process for this RFQ is as follows.

2.5.1 Evaluation team will screen proposals for responsiveness. Proposals deemed non-responsive per the standards set forth in **Section 2** hereof shall be rejected.

2.5.2 Notifications will be sent to respondents based on responsive requirements. "Responsive" proposals will continue with the process. "Non-Responsive" proposals will be eliminated from the process.

2.5.3 Responsive proposals will be further evaluated to determine the firm's ability to meet the City's requirements and background investigations will be conducted.

2.5.3.1 Background Investigation. The Police Department will conduct an investigation of the Respondent's (owner's or owners') background, such as criminal history inquiry and business propriety. The City will require additional information, such as fingerprinting or personal identifying information, which will be kept confidential to the maximum extent allowed by law, and the Respondent shall agree to cooperate and provide additional information requested. In the event that the findings of the investigation by the Police Department indicate that the Respondent's criminal history or practice of doing business will endanger the public health, safety or morals of the community, it shall be considered as a disqualifying factor of this RFQ. Any one of the following will be considered a disqualifying factor of this RFQ: a respondent's



misdemeanor or felony conviction in the past five (5) years involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving under the influence of drugs or alcohol, misdemeanor driving under the influence of drugs or alcohol, a crime of moral turpitude (“conduct which is contrary to justice, honesty, modesty, or good morals” for which there is a nexus, or logical relationship between the criminal conduct and the respondent’s fitness to engage in the towing business – California DMV driver license certificates and endorsement guidelines), or a crime involving the bidding, award or performance of a government contract.

2.5.4 After evaluating responsive proposals and conducting background investigations, each proposal will be grouped in either “Conditional Qualified” or “Unqualified” categories.

2.5.5 Notifications will be sent to respondents based on qualifications from written proposals and background investigations. “Conditional Qualified” proposals will continue with the process. “Unqualified” proposals will be eliminated from the process.

2.5.6 Site and equipment inspections will be conducted for “Conditional Qualified” proposals to determine if they meet the required qualifications as outlined in this RFQ. **Attachment “C”** outlines the proposed Tow Site Inspection Sheet (subject to change). Inspections are tentatively scheduled in November 2016, depending on the number of “Conditional Qualified” proposals.

2.5.7 After site and equipment inspections are conducted, each proposal will be grouped in either “Final Qualified” or “Unqualified” categories.

2.5.8 Notifications will be sent to respondents regarding “Final Qualified” or “Unqualified” status.

2.6 Contract Award Process. It is the City’s intent to enter into agreements with all “Final Qualified” firms that agree to all terms of the City contract. Those qualified firms who do not agree to all required terms in the City contract will forfeit their participation in the City’s tow program. Firms with whom the City contracts will be required to submit a Disclosure Statement form with final contract documents.



3. QUALIFICATIONS

3.1 Proposer Information. Provide the following data for the firm making the proposal:

- 3.1.1** Company Name, Address, and Phone Number;
- 3.1.2** A brief company/corporate history;
- 3.1.3** Type of business (i.e. corporation, partnership, etc.);
- 3.1.4** Names of all persons owning a financial interest in the business described in **3.1.1**;
- 3.1.5** List of applicable corporate, partnership, and/or shareholder's agreements including any amendments thereto and any other documents and/or state filings, that relate to the existence, good standing, and ownership of that in the business described in **3.1.1** which may serve to validate the ownership described in **3.1.4**. Respondent does not have to attach a copy of these corporate, partnership or shareholder's agreements to the proposal, but must make these agreements available for review upon City's request.
- 3.1.6** List all persons occupying key management positions with the business described in **3.1.1**;
- 3.1.7** Identify a single point-of-contact for all issues related to the provision of tow and impound services for the City (name, title, phone number, email address);
- 3.1.8** List each public and private agency with which the responding firm currently contracts to provide similar services, including dates of service. Respondent does not have to attach a copy of these contracts to the proposal, but must make these contracts available for review upon City's request.
 - 3.1.8.1** Indicate if the firm has defaulted on a contract with a government agency within the past five (5) years.
 - 3.1.8.2** Indicate, within the past five (5) years, if a government agency has terminated the firm's contract prior to completion.



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- 3.1.9** List three (3) references that can attest to the quality of services provided by the respondent, which includes company name, address, contact person and phone number, dates of service, and description of work provided.

3.2 Tow Company's Business

- 3.2.1** A tow company's place of business must have a sign which clearly identifies it to the public as a tow service. The sign must have letters which are clearly visible to the public from the street and must be visible at night.
- 3.2.2** Business hours must be posted in plain view to the public.
- 3.2.3** A tow company's place of business must have posted in plain view to the public the "Chula Vista City-Initiated Tow and Storage Rates" as outlined in **Attachment "A"** of the RFQ. This posting must also include all instructions necessary for consumers to effect an after-hours vehicle release.
- 3.2.3.1** The Chula Vista City-Initiated Tow and Storage Rates (**Attachment "A"**) provides a complete schedule of all charges and fees that the tow companies will be authorized to collect from consumers for tow and impound services rendered on behalf of the City. This rate schedule is based upon the California Highway Patrol Southern San Diego Region Tow Rates. The City, at its sole discretion, may amend the rate schedule. Any tow company who charges rates above the listed City-Initiated Tow and Storage Rates for City-initiated tows shall be cause for termination of contract.
- 3.2.4** A tow company's place of business must be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager or employee during normal business hours.
- 3.2.4.1** Normal business hours must not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following City recognized holidays: New Year's Day, Martin Luther King Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
- 3.2.5** If a tow company's place of business is staffed with one employee, the business office may be closed one hour for lunch. A sign must be posted which reflects a lunch closure and a phone number where a request by a vehicle's owner/agent shall result in an immediate response to release property or a vehicle.



3.2.6 Tow companies awarded a contract are required to maintain a current City of Chula Vista Business License. Business licenses shall be obtained at respondent's sole expense.

3.2.7 Tow company must have a valid Motor Carrier Property (MCP) permit. Respondent must attach a copy of a valid Motor Carrier Permit to the proposal. The expiration of a tow company's MCP and/or suspension of the MCP pursuant to Section 34623 CVC, will result in the immediate suspension of its contract with the City and may result in contract termination.

3.3 Past Experience/Conduct

3.3.1 Demonstration of Similar Experience. The tow company responding to this RFQ must have a minimum of three (3) verifiable year's for-hire towing experience in order to qualify. Indicate the number of years of towing experience and briefly describe the range of services the company provides within the context of the Scope of Services delineated in this RFQ.

3.3.2 Past Conduct. As provided in **Section 2.5.3.1** (Background Investigation) and responses to **Section 3** hereof, evaluation of past conduct will be used as a qualifying factor of this RFQ.

3.3.2.1 Indicate, in the past five (5) years, if the firm or any firm owner, partner or officer has been found to have violated or been penalized for any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, public safety, labor and employment, wages and hours, and licensing laws that affect employees. Explain specific circumstances surrounding each instance; include name of entity involved, specific violation(s), date(s) of instances and outcome(s) with current status.

3.3.2.2 Indicate, in the past five (5) years, if the firm has been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or government entity. Explain specific circumstances surrounding each instance; include name of entity involved, specific violation(s), date(s) of instances and outcome(s) with current status.

3.3.2.3 Indicate, in the past five (5) years, if the firm or any of its executives, managers or owners have been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding,



awarding, or performance of a government contract. Explain specific circumstances surrounding each instance; include name of entity involved, specific violation(s), date(s) of instances and outcome(s) with current status.

3.4 Tow Truck Driver Certification. Tow companies shall ensure tow truck drivers responding to calls initiated by the City are competent and have completed a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program as outlined in the California Highway Patrol's Tow Service Agreement.

3.4.1 Documentation of completion of an approved tow truck driver training program within the past five (5) years shall be submitted during the site inspection. Tow truck driver documentation should be for the appropriate class of tow truck (e.g., a Class D driver should have heavy duty tow truck driver's training documentation).

3.4.2 Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.

3.5 Tow Truck Driver Uniform, Appearance and Safety Garments

3.5.1 Tow truck drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and the driver's name while engaged in City rotation tow operations.

3.5.2 Tow truck drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, body art, visible body piercing, etc.

3.5.3 Tow truck drivers shall wear appropriate safety warning garments (e.g. vests, jackets, shirts, retroreflective clothing) during daylight and hours of darkness in accordance with Code of Title 8, Section 1598 CCR.

3.6 Tow Truck Requirements. A tow truck company must equip and maintain tow trucks in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the CCR, the specifications contained in this proposal, and in a manner consistent with industry standard and practices.

3.6.1 The following is a list of the City's tow truck requirements. Tow trucks that can demonstrate a functional equivalency to any or all of the requirements of this sub-



section may be proposed as an exception as provided for in this RFQ. Verification of tow truck specifications will be determined via unaltered manufacturer's installed plate. The tow company must currently own and operate a minimum of three (3) tow trucks and demonstrate capability of providing heavy duty services.

3.6.1.1 One Class A (Light Duty) Wheel-Lift: A Wheel-Lift tow truck which has a manufacturer's gross vehicle weight rating (GVWR) of at least 14,000 pounds.

3.6.1.2 One Class A (Light Duty) Flatbed: A Flatbed tow truck which has a manufacturer's gross vehicle weight rating (GVWR) of at least 14,000 pounds.

3.6.1.3 One Class B (Medium Duty) Wheel-Lift: A Wheel-Lift tow truck with a GVWR of at least 33,000 pounds. The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle.

3.6.1.4 Tow company must demonstrate either: 1) Possession of One Class C (Heavy Duty) truck (a three-axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.); or 2) Ability to sub-contract with another reliable tow company (with City's approval) for heavy duty services. Tow company shall provide a tentative agreement with sub-contractor to City at time of site inspection.

3.6.2 "GREEN" Fleet. On April 1, 2008, the City Council of the City of Chula Vista adopted new climate mitigation policies in order to reduce the City of Chula Vista's carbon footprint. One of these policies mandated that City-contracted fleet operators adopt the use of high efficiency (hybrid) or alternative fuel vehicles (AFVs) by stipulating that 100% of replacement vehicle purchases be AFVs or hybrid vehicles. AFVs include vehicles that operate on biodiesel (B20), compressed natural gas (CNG), ethanol (E85), hydrogen, or electricity. As part of the contract to provide tow services to the City, each successful vendor will need to comply with this policy. Specific language in the contract for service will include provisions requiring tow contractors to transition those portions of their fleet that service the City to AFVs or hybrid vehicles as they are replaced. Respondents shall include a detailed listing of vehicles that will provide service to the City, and whether these vehicles already meet AFV/hybrid status and, if not, the respondent's plan to meet this Council policy during the term of the contract.



3.7 Tow Truck Equipment & Outfitting. The following is a list of the tow truck equipment required by the City.

3.7.1 Each truck shall have an operational winch that is power-driven in both directions and equipped with an adequate braking system.

3.7.2 Each truck shall be equipped with the lighting systems as required by California Vehicle Code (CVC) Sections 24605, 24606 and 25253. Additionally, trucks shall be equipped with utility lamp lighting systems that comply with CVC Section 25110.

3.7.3 Each truck shall carry the miscellaneous equipment required by CVC Section 27700. Additionally, each tow company shall maintain three (3) sets of dollies for use by tow trucks providing services to the City. It is the City's preference that each tow truck carry its own set of dollies.

3.7.4 Tow Truck Identification. Each truck responding to requests for City initiated tow and impound services shall, on both sides of the vehicle, conspicuously bear the company name, address and phone number(s) in lettering that complies with CVC Section 27907.

3.7.5 Tow Truck Communications. Each truck responding to requests for City initiated tow and impound services shall be capable of effecting two-way communications between the truck and the tow company's dispatching operation. Tow companies may determine the type of two-way communications between their truck and their dispatcher, as long as it complies with all applicable sections of the California Vehicle Code (CVC).

3.8 Tow Truck Maintenance. Each truck responding to requests for City-initiated tow and impound services shall be well maintained and clean on the exterior and interior and should reflect the clean image of the City.

3.8.1 Tow Truck Inspections. At its discretion, the City shall conduct inspections without notice of all tow trucks utilized on City rotation calls. The intent of these inspections is to ensure tow companies are involved in an ongoing safety maintenance program for their tow trucks. If during the inspection, the tow trucks don't meet the requirements set forth in this proposal, it shall be cause for damages for breach and/or termination of contract.



3.9 Storage Yard. The following is a list of the storage yard specifications required by the City.

- 3.9.1** Storage yard(s) must be within one air mile of City limits. The red line on **Attachment "D"** shows the boundary limits of storage yard(s). Identify the exact address location of the storage yard(s).
- 3.9.2** Storage yard(s) shall have adequate space to fulfill the needs outlined in this RFQ. Respondents shall identify the exact size of the storage yard(s) proposed. The City will require a minimum of one acre of vehicle storage space and must be net of office space or other non-storage usable space. The one acre of vehicle storage space must not be shared with other tow vendors, whether they are contracted with the City or not.
- 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). A secondary storage yard may only be utilized if the primary storage yard is full. There shall be no charge to the vehicle's owner/agent for towing a vehicle from a secondary storage yard to the primary storage yard.
- 3.9.4** Tow company must maintain security and control of storage yard at all times. The storage yard shall be secure and enclosed, at minimum, by a six-foot high fence with adequate lighting. The tow company shall be responsible for the safekeeping and prevention of vandalism of all vehicles and contents which are stored/impounded by the City.
- 3.9.5** The storage yard(s) must be in conformance with applicable City zoning and building codes and be permitted as such.
- 3.9.6** The storage yard(s) must be in full service by the site inspection date.
- 3.9.7** Failure to fulfill the storage yard requirements at any time during the term of the agreement shall be cause for damages for breach and/or termination of contract.



4. SCOPE OF SERVICES

Clearly describe your firm's ability to provide the following services to the City.

4.1 Response To City Calls.

- 4.1.1 Tow companies shall respond to calls 24 hours a day, seven (7) days a week. For tow service requests located west of the Interstate 805, the company shall respond within twenty (20) minutes of being notified by the City. Thirty (30) minute response times are authorized for locations east of Interstate 805. "Response time" shall be measured from the time of notification to arrival at the tow site.
- 4.1.2 The tow truck driver shall respond with a properly equipped tow truck of the class required to tow the vehicle and perform requested service.
- 4.1.3 The tow company shall advise City dispatch, at the time of notification, if they are unable to respond or unable to meet the maximum response time.
- 4.1.4 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.
- 4.1.5 Only tow truck personnel and equipment requested shall respond to a City call (e.g. tow truck driver bringing a girlfriend, children or their dog, is not allowed). Exception would be responding a tow truck driver trainee with an approved rotation tow truck driver.
- 4.1.6 A tow truck driver shall not respond to a City call assigned to another tow company or re-assign a call to another tow company. Tow companies who do not occupy the first position of the Call List (as described in **Section 6.12**) are forbidden to "jump calls" unless specifically called by a citizen and approved by the on-scene officer.

- 4.2 **Removing Motor Vehicles.** Tow companies shall, at the request of the City, move, tow away, and impound motor vehicles under the authority of the California Vehicle Code or Chula Vista Municipal Code, declared by the City to be: illegally parked, abandoned, have been involved in a traffic collision, or constitute an obstruction of traffic due to mechanical failure or operator negligence or arrest. Such services are required 24 hours a day, seven (7) days a week during the tow company's rotation period (as described in



Section 6.12). Tow truck operators shall perform all towing and recovery operations in the safest and most expedient manner possible.

4.3 Inoperable City Vehicles. The City may, from time-to-time, require the removal of inoperable City vehicles from the public right-of-way and towing to an appropriate City facility. The tow company occupying the first position on the Call List (as described in **Section 6.12**) shall provide such services to the City at the rate of \$50 per tow.

Occasionally, the City's Police Department may require the response of the on call tow company to assist with the changing of flat tires, jump starts and/or unlocking vehicles (lockouts). Such service shall be provided by the tow company occupying the first position on the Call List at a cost of \$35 per occurrence.

4.4 Abandoned Vehicle Abatement. The company occupying the first position on the Call List (as described in **Section 6.12**) shall, at the request of the City, remove and impound up to twenty (20) vehicles annually from private property, or from the public right-of-way, which are declared abandoned by the City. As tow companies rotate to the top of the list, they may not waive responsibility to remove the next twenty (20) vehicles, passing the request to the next tow company on the list. Failure to comply with aforementioned requirement could result in the damages for breach and/or termination of tow company's contract with the City. Such services shall be provided from 8:00 a.m. until 5:00 p.m., Monday through Friday, to the City at a rate of \$50 per tow.

4.5 On-Scene Duties. Upon arriving on-scene, tow company employees shall report to the Peace Officer in charge and discharge their duties in accordance with the following conditions:

4.5.1 Tow companies shall make every reasonable effort to comply with direction provided by the officer-in-charge.

4.5.2 Tow companies shall be responsible for making an accurate damage assessment for each vehicle towed and recording said damage assessment on City approved forms and signed by an authorized tow company employee.

4.5.3 Tow companies shall be responsible for making an accurate content inventory for each vehicle towed and recording said vehicle's inventory on City approved forms and signed by an authorized tow company employee.

4.5.4 Tow companies shall be responsible for removing and appropriately disposing of collision-related debris, including broken glass, from the public right-of-way to ensure public safety.



4.5.5 Tow companies may make any emergency alterations reasonably required to safely move and/or tow vehicles.

4.6 Vehicle Impounds. Subsequent to removing a vehicle from the public right-of-way or private property, tow companies shall securely impound that vehicle.

4.7 Collection of Negligent Vehicle Impound Fees. Negligent Vehicle Impound Fees (NVIF) must be paid in person to the Chula Vista Police Department prior to release of any vehicle.

4.8 Vehicle Release Services/Requirements. Tow companies shall provide vehicle release services 24 hours a day, seven (7) days a week. Any vehicle releases outside of the normal business hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, is subject to the after-hours release fee contained in the City approved Fee Schedule (**Attachment "A"**). Vehicles subject to NVIF must not be released unless the vehicle's owner/agent is in possession of a paid receipt for NVIF from the Chula Vista Police Department. Release of any NVIF vehicles without the receipt will be billed to the tow company at the then current NVIF rate contained in the City's Master Fee Schedule (currently \$175).

4.9 Tow Rates

4.9.1 The rate for towing should be computed based on the time of travel from portal to portal when a vehicle is towed to the tow company's storage yard. Portal to portal is defined as follows: 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 tow company's storage yard or completion of the call, if another call is pending, whichever is shorter.

4.9.2 The time expended, for towing a vehicle back to the company's storage yard as provided in **Section 4.9.1**, shall be charged at a rate not to exceed the labor rate indicated in the City approved Fee Schedule (**Attachment "A"**). The rates for Basic Tow, Medium Tow & Heavy Tow include one hour of labor. If any city-initiated tows shall exceed one hour of service time portal to portal, then the time expended in excess of that hour shall be calculated at no more than one-minute increments at the hourly rate. 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 Section 22651.07 (e)(7) of the California Vehicle Code.

4.9.3 There shall be no additional charges for mileage or a dolly charge.



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- 4.9.4** The tow company may charge a fee for vehicle releases outside of their normal business hours (e.g. after 5:00pm and holidays) as indicated in the City approved Fee Schedule (**Attachment “A”**).
- 4.9.5** The tow company shall base charges for the class of vehicle being towed or serviced regardless of the class of tow truck used.
- 4.9.6** No additional transportation charges, mileage, or other reimbursable expenses will be allowed. Any tow company who charges rates above the City approved Fee Schedule (**Attachment “A”**) shall be cause for damages for breach and/or termination of contract.
- 4.9.7** The City’s tow and impound requirements are indeterminate. Quantities may vary depending on need. Tow company shall agree to waive any variations in tow and impound requirements and hold prices, terms and conditions firm for the duration of the agreement.
- 4.10 Storage Fees.** A vehicle stored/impounded 24 hours or less shall be charged no more than one day storage. If a vehicle is released from storage after 24 hours has elapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or part thereof. The storage rate shall be determined by the class of vehicle that was towed.
- 4.11 Access to Stored Vehicles.** During regular business hours, tow companies must, except as provided in **Section 4.12** below, make vehicles stored at the request of the City available to that registered owner, a person who can be verified to be the registered owner’s agent, insurance agents, insurance adjusters, or representatives of automotive repair businesses for the purpose of estimating or appraising damages.
- 4.12 Evidentiary Vehicle Security.** Vehicles impounded by the City for investigative purposes shall be held in maximally secured, non-public areas of the contractor’s property until the vehicle is released by order of the City. Any property or other contents of such vehicles shall not be removed by any person other than a Peace Officer or Evidence Technician employed by the City. Property removed from such vehicles shall be recorded as removed on the content inventory and the content inventory dated and signed by a representative of the tow company and the Peace Officer or Evidence Technician removing such property. Evidentiary or investigative tows requested by the City shall be charged at a rate of \$50 per tow and a maximum storage rate of \$10 per day.
- Tow companies that store evidentiary vehicles shall furnish a report to the City each month detailing which cars are being held for evidence and the length of time the car has



been held. Failure to provide a detailed report shall relieve the City from the responsibility to pay storage fees for these vehicles.

4.13 Business Records. The tow company shall maintain records of all tow and impound services at their place of business. (Note: printable electronic records are acceptable).

4.13.1 At a minimum, these records shall include: date of tow; make and model of vehicle; license plate number and vehicle identification number (presuming both are readily available); the time the tow company arrived on-scene; and the fees and charges levied against the vehicle and disposition thereof.

4.13.2 The tow company's place of business shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, driver's record of duty status, and non-City tows.

4.13.3 The City may inspect all company records relating to compliance of contract award without notice during normal business hours.

4.13.4 The tow company shall permit the City to make copies of business records at their place of business, at no cost to the City.

4.13.5 The tow company shall maintain business records for a period of three (3) years and shall make them available for inspection.

5. TOW LICENSE FEE

5.1 Authorization of Tow License Fee. Per California Vehicle Code Section 12110:

- (a) *Except as provided in subdivision (b), no towing service shall provide and no person or public entity shall accept any direct or indirect commission, gift or any compensation whatever from a towing service in consideration of arranging or requesting the services of a tow truck. As used in this section, "arranging" does not include the activities of employees or principals of a provider of towing services in responding to a request for towing services.*
- (b) *Subdivision (a) does not preclude a public entity otherwise authorized by law from requiring a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity. However, the fee in those cases may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.*



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- 5.2 Tow License Fee Amount/Apportionment.** Each contractor shall pay an annual Tow License Fee to the City for each year of the term of the contract. The Tow License Fee will be apportioned equally among the selected contractors. **Attachment “B”** shows the 2017 Tow License Fee based upon the number of tow companies in contract with the City. The Tow License Fee relates to staff recovery costs of requesting a tow call for service, from the start time a police employee calls for a tow request to the end time that the tow company leaves the scene. The Tow License Fee shall be paid by the tow company in equal quarterly installments.
- 5.3 Fee Updates.** The Tow License Fee is subject to review and revision each year of the contract by the City in accordance with the methodology set forth in **Attachment “B”**. In addition, prorated adjustments may be made on a quarterly basis to compensate for either an increase or decrease in the number of contractors providing service.
- 5.4 Late Payments.** The City will bill the Tow License Fee to the contractor in equal quarterly installments. If the City fails to receive the Tow License Fee within thirty (30) calendar days of the quarterly due date, the payment shall be considered delinquent and a penalty of 10% of the amount due shall be applied and collected. For any payments not received within sixty (60) calendar days after the due date, an additional 1.5% per month multiplied by the amount due and any accrued penalties shall be applied and collected. The City will allow one late payment (with corresponding late penalties) of the Tow License Fee if it is received within ninety (90) calendar days after the due date. Any one payment received ninety (90) calendar days after the due date, or any two payments received after sixty (60) calendar days after the due date shall be cause for additional damages for breach of contract and/or termination of contract.
- 5.5 Negligent Vehicle Impound Fee.** The Negligent Vehicle Impound Fee, which is a separate fee in addition to the Tow License Fee, relates to additional City staff recovery costs to process a negligent vehicle impound. If applicable, the Negligent Vehicle Impound Fee shall be paid by the citizen in person at the Chula Vista Police Department prior to the release of the vehicle.



6. GENERAL TERMS & CONDITIONS

- 6.1 Individual Rights.** Tow company shall not infringe right of any individual involved in a non-criminal traffic collision to call the tow company of their own choosing except in those cases where an unnecessary delay in removing the motor vehicle will, in the opinion of the investigating Peace Officer, diminish public safety, provided, however, City may initiate the tow with the tow company notwithstanding the contrary desires of an individual.
- 6.2 Courteous Customer Relations.** Tow companies shall courteously provide any information required by claimant to effect the release of the impounded vehicle including: confirming that a particular vehicle is in the tow company's possession; directions to the location of the vehicle, the method of securing its release, documentation required, applicable charges and fees required to be paid and terms of payment.
- 6.3 Consumer Complaints.** Tow companies shall display in a conspicuous manner, at every place of business from which City-initiated tow and impound services are rendered, City issued "Consumer Complaint" forms. Such forms shall be provided by the City, at City expense, and shall be made readily available to tow companies. The Chief of Police or his/her designee will review and investigate such consumer complaints in his/her discretion, whether such complaints are provided to the tow company or to the City directly. Excessive, valid consumer complaints, or improper handling of same by tow company may subject tow company to damages for breach or termination of contract.
- 6.4 Efficient Processing.** Tow companies shall efficiently process claimants requests so that legitimate and appropriate requests for the release of stored or impounded vehicles are completed within one (1) hour of the time a claimant arrives at the tow company location.
- 6.5 Charges & Fees.** Tow companies shall be authorized to, and responsible for, collecting applicable tow and storage charges as outlined in **Attachment "A"** prior to releasing a vehicle.
- 6.6 Billings.** All invoices for tows and impounds shall be clearly itemized by charge or fee type. Tow companies shall exercise their best efforts to amicably and fairly resolve billing disputes with consumers. Billing disputes resulting in consumer complaints will be handled as described in **Section 6.3**.
- 6.7 Repair & Alteration of Impounded Vehicles.** Except as provided in **sub-section 4.5.5**, tow companies shall not make any repairs or alterations of vehicles in their possession without the express written authorization of the vehicle's registered owner, the registered owner's insurance carrier, or a verifiable agent of the owner or insurance carrier.



6.8 Damage to Vehicle. Tow companies shall be responsible for any damage occurring to the vehicle while in their possession. All damage not recorded on the damage assessment will be considered the tow company's responsibility.

6.9 Loss of Property While in Tow Company's Possession. Tow companies shall be responsible for all property belonging to that vehicle as identified by the content inventory.

6.10 Documents Required Prior to Release. Tow companies shall not release any vehicle impounded as the result of a Police initiated tow unless the claimant presents a valid, City-issued Police Release. Any and all responsibilities for the release of a vehicle without a Police Release shall be subject to damages for breach of contract.

6.11 City Errors & Omissions. When any vehicle has been ordered towed by the City and it is established by City in its sole discretion that the tow was in error, tow companies shall release the vehicle to its registered owner or legitimate claimant at no cost.

In the case of erroneous towing, tow companies shall charge the City at a rate of \$50 per tow and a maximum storage rate of \$10 per day.

6.12 Call List. The City will select the tow companies to provide required tow and impound service on the basis of a Call List. The City will maintain the Call List. The City will contact, by telephone, the tow company occupying the first position on the Call List whenever the City requires towing service.

6.12.1 Each eligible tow company will occupy the first position on a "Call List" for an eight (8) day rotation period. The City, in its sole discretion, may change the duration of a rotation period and will notify tow companies of such change. At midnight of prescribed "first-up" transition dates, the tow company in the first position on the call list will rotate downward to the last position, the firm in the second position will rotate upward to the first position.

6.12.2 If, except as a result of natural disaster or other causes beyond the reasonable control of the tow company, the tow company occupying the first position on the Call List cannot perform services required by the City, the City will contact companies, in descending order of the Call List, until a company that can perform the towing service is identified.

6.12.3 Except in extraordinary circumstances, an "Interim Call List" rotation will be effected by City by contacting the tow company in the second position if the tow



company occupying the first position on the Call List fails to respond to three (3) consecutive requests for service. Interim Call List rotations will remain in effect until the offending tow company's turn in the rotation has been completed. At that time, the Call List shall revert back to its regular schedule.

In order to preserve the integrity of the Call List rotation schedule, a tow company rotating into the first position on the Call List as the result of an interim rotation shall, in addition to retaining the first position for the remainder of the offending company's turn, maintain the first position for its regularly scheduled turn.

- 6.13 Demeanor and Conduct.** While involved in City-initiated tow operations or related business, the tow company owner and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following: rude or discourteous behavior; lack of service, selective service, or refusal to provide service which the company is capable of performing; any act of sexual harassment or sexual impropriety; unsafe driving practices; or exhibiting any objective symptoms of alcohol or drug use.
- 6.14 Responsibility for Acts of Employees.** Tow companies shall be responsible for all acts of their employees while those employees are performing services for the City.
- 6.15 Business License.** Chula Vista Municipal Code Section 5.02.020 requires all vendors doing business with the City to obtain a Business License. Section 5.02.020 states: *"It is unlawful for any person, or for any person as agent, clerk or employee, either for himself or for any other person, within the corporate limits of the City, to transact, engage in, or carry on any business, show, exhibition or game hereinafter specified without first having procured a license."* Accordingly, each tow company shall obtain and maintain during the term of the contract a City Business License.
- 6.16 Compliance with City Business License and General Operation Regulations.** Tow companies shall conduct all business activities in compliance with Title 5, and other applicable Chapters of the Chula Vista Municipal Code.
- 6.17 Compliance with City Building and Construction Regulations.** Tow companies shall maintain all buildings and properties used in the provision of services to the City in compliance with Title 15, and other applicable Chapters of the Chula Vista Municipal Code, or if outside the City, per the equivalent regulations within that jurisdiction.
- 6.18 Compliance with City Zoning Regulations.** Tow companies shall conduct all operations relative to the provisions of services to the City in compliance with Title 19, and other applicable Chapters of the Chula Vista Municipal Code, or if outside the City, per the equivalent regulations within that jurisdiction.



6.19 Compliance with Law. The tow operator and employees shall at all times comply with federal, state and local laws and ordinances.

6.20 Amendments to Scope of Work. City may independently, or upon request from tow companies, increase or reduce the scope of work to be performed. Upon doing so, City and tow companies agree to meet in good faith and confer for the purpose of resolving issues of concern to either party that may arise from such an increase or reduction in scope of work.

6.21 Insurance. Tow company represents that it and its agents, staff and sub-consultants employed by it in connection with the services required to be performed, are protected against the risk of loss by the following insurance coverage, in the following categories, and to the limits specified, policies of which are issued by Admitted California Insurance Companies that have a A.M. Best's Rating of "A, Class V" or better, or shall meet with the approval of the City. Failure to present proof of insurance each year of the contract may result in damages for breach, temporary suspension of the contract pending the City receiving appropriate insurance certificates, and/or termination of contract.

6.21.1 Garagekeeper's Legal Liability or Commercial General Liability Insurance coverage in the amount of \$1,000,000 per occurrence, combined single limit and an aggregate limit of \$2,000,000 applied separately to each project away from premises owned or rented by tow companies, which names the City, its officials, officers, employees and volunteers as an Additional Insured, and which is primary to any policy which the City may otherwise carry ("Primary Coverage"), and treats the employees of the City in the same manner as members of the general public ("Cross-liability Coverage").

6.21.2 Automobile Liability Insurance (including on-hook if not already included in Garage Liability) coverage in an amount of \$1,000,000 combined single limit and an aggregate limit of \$2,000,000 which names the City, its officials, officers, employees, and volunteers as Additional Insured, and which is primary to any policy which the City may otherwise carry (Primary Coverage).

6.21.3 Worker's Compensation/Employer's Liability. Each tow company shall provide proof of Worker's Compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. A Waiver of Subrogation endorsement shall also be provided to the City.



6.21.4 Certificates of Insurance. Tow companies shall provide proof of coverage herein required, prior to the commencement of services, by delivery of Certificates of Insurance demonstrating same, and further indicating that the policies may not be canceled without at least thirty (30) days written notice to the Additional Insured.

6.21.5 Policy Endorsements Required. In order to demonstrate the Additional Insured Coverage, Primary Coverage, and Cross-liability Coverage required under a tow company's Garagekeeper's Legal Liability or Commercial General Liability Insurance Policy, tow companies shall deliver a policy endorsement to the City demonstrating same, which shall be reviewed and approved by the City.

6.22 Standard of Care. Tow companies, in performing services under an agreement resulting from this RFQ, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and in similar locations.

6.23 Common Ownership. 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.

6.24 Assignment/Change of Ownership. The services of tow companies are personal to the City, and tow companies shall not assign any interest, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City in its sole discretion.

6.25 Indemnification/Hold Harmless. Tow companies shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers and employees, from and against all claims for damages, liability, cost and expense (including without limitation attorney's fees) arising out of the conduct of their tow company, or any agent or employee, subcontractors, or others in connection with the execution of the work covered by an agreement to provide services for the City, except only for those claims arising from the sole negligence or sole willful conduct of the City, its officers, or employees.

Tow company's indemnification shall include any and all costs, expenses, attorney's fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, tow companies at their own expenses shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Tow companies



indemnification of the City shall not be limited by any prior or subsequent declaration and shall survive termination of the contract.

6.26 Termination of Agreement for Cause. If, through any cause, contractor fails to fulfill in a timely and proper manner tow company's obligation to provide services for the City, or if a tow company violates any of the terms, conditions, or stipulations of the agreement, the City shall have the right to terminate the agreement by giving written notice to the company at least five (5) days prior to the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, reports and other materials prepared by tow company shall, at the option of the City, become the property of the City, and tow company shall be entitled to receive just and equitable compensation for any work satisfactorily completed up to the effective date of Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused to the City by tow company's breach.

6.27 Termination of Agreement for Convenience of City. The City may terminate the Agreement at any time and for any reason, by giving specific written notice to tow companies of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, reports and other materials prepared by tow company shall, at the option of the City, become the property of the City, and tow company shall be entitled to receive just and equitable compensation for any satisfactory work completed to the effective date of such termination. Tow companies hereby expressly waive any and all claims for damages, penalties, or additional compensation arising under such termination.

6.28 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced under an agreement to provide services for the City shall be the sole and exclusive property of City. No such materials or properties produced in whole or in part under such an Agreement shall be subject to private use, copyrights or patent rights by tow companies in the United States or in any other country without the express written consent of City. City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under such an Agreement.

6.29 Errors and Omissions. In the event that the City determines that the tow company's negligence, errors, or omissions in the performance of work under the Agreement has resulted in expense to the City greater than would have resulted if there were no such



negligence, errors, omissions, tow companies shall reimburse City for any additional expenses incurred by the City. Nothing herein is intended to limit City's rights under other provisions of the Agreement.

6.30 Independent Contractor. City is interested only in the results obtained and each tow company shall perform as an independent contractor with sole control of the manner and means of performing the services required. City maintains the right to reject or accept tow company's work products. Tow companies and any of the tow companies' agents, employees or representatives are, for all purposes under this agreement to provide services for the City, an independent contractor and shall not be deemed to be an employee of City, and none of them shall be entitled to any benefits to which City employees are entitled including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits.

6.31 Notification of Arrest or Conviction. The tow company shall notify the City of any arrest and/or conviction of a tow truck owner, manager or driver, immediately, but no later than prior to the beginning of the relevant party's next work shift. Any conviction of a tow company owner or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a sexual offense, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or a crime of moral turpitude, as defined in **Section 2.5.3.1**, shall be cause for disqualifying such party from providing services under the City contract, or in the case of an owner termination of contract. The City reserves the right to periodically conduct criminal history inquiries, which may require an owner or employee to be fingerprinted or provide personal identifying information. The City shall keep personal identifying information confidential to the extent allowed by law.

6.32 Tow Companies Not Authorized to Represent City. Tow companies shall have no authority to act as City's agent to bind City to any contractual agreements whatsoever.

6.33 Capacity of Parties. Each party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter respond to this RFQ, and that all resolutions or other actions have been taken so as to enable it to enter into this RFQ.

6.34 Promise Not to Acquire Conflicting Interests. Regardless of whether a tow company is designated as a Fair Political Practices Commission (FPPC) filer, tow company further warrants and represents that tow company will not acquire, obtain, or assume, an economic interest during the term of the Agreement which would constitute a conflict of interest as prohibited by the Fair Political Practices Act.



6.35 Duty to Advise of Conflicting Interests. Regardless of whether a tow company is designated as an FPPC Filer, tow company further warrants and represents that tow company will immediately advise the City Attorney of City if tow company learns of an economic interest of tow company's which may result in a conflict of interest for the purpose of the Fair Political Practices Act, and regulations promulgated thereunder.

6.36 Specific Warranties Against Economic Interests. Tow company warrants and represents that neither tow company, nor tow company's immediate family members, nor tow company's employees or agents presently have any interest, directly or indirectly, whatsoever in any property which may be the subject matter of City initiated tow and impound services.



ATTACHMENT “A”
**Chula Vista City-Initiated Tow and Storage Rates
(2017)**

Service	Rate
Basic Tow ¹	\$209.00
Medium Tow ²	\$236.00
Heavy Tow ³	\$279.00
Mileage	None
Dolly Charge	None
Labor Rate (if exceeding one hour of service)	\$65.00/hour
Basic Storage Rate ⁴	\$51.00/24-hour period
Medium Storage Rate ⁵	\$61.00/24-hour period
Heavy Storage Rate ⁶	\$66.00/24-hour period
Evening Release (after 5:00 pm & Holidays)	\$65.00

¹ Basic Tow Rate is average of CHP's Class A tow rates

² Medium Tow Rate is average of CHP's Class B tow rates

³ Heavy Tow Rate is average of CHP's Class C tow rates

⁴ Basic Storage Rate is average of CHP's Class A storage rates

⁵ Medium Storage Rate is average of CHP's Class B storage rates

⁶ Heavy Storage Rate is average of CHP's Class C storage rates



ATTACHMENT “B”
2017 ANNUAL TOW LICENSE FEE APPORTIONMENT

NUMBER OF CONTRACTORS	TOW LICENSE FEE PER CONTRACTOR	TOW LICENSE FEE TOTAL
1	\$138,277	\$138,277
2	\$69,139	
3	\$46,092	
4	\$34,569	
5	\$27,655	
6	\$23,046	
7	\$19,754	
8	\$17,285	
9	\$15,364	
10	\$13,828	

The City intends to enter into agreements for tow and impound services with all qualified firms who meet the City’s requirements. If one or more of the service providers are terminated/withdraw from service for any reason, the Tow License Fee for the remaining contractors will be adjusted per the schedule above.



Computation of Annual Tow License Fee

(Annual estimate of police-initiated tows) x (Estimated time spent per tow) x (Fully burdened hourly rate) = Tow License Fee

Position	Annual Estimate of Police-Initiated Tows ¹	Hours Spent per Police-Initiated Tow ²	Fully Burdened Hourly Rate ³	Tow License Fee
Peace Officer	1,035	0.53	\$135.83	\$74,510
Community Service Officer	828	0.53	\$67.66	\$29,692
Parking Enforcement Officer	437	0.53	\$67.84	\$15,712
Police Dispatcher	2,300	0.08	\$99.80	\$18,363
			TOTAL	\$138,277

¹ 2-year average of calendar years 2013 and 2014 is 2,300 tows

Does not include private tows or tows during grant-funded operations

Tow request breakdown by classification (Officer 45% of tow requests; CSO 36%; PEO 19%)

² Estimated 32 minutes of Officer/CSO/PEO time during a tow call for service

Estimated 5 minutes of Police Dispatcher time

³ Fully Burdened Hourly Rate as posted on the City's Master Fee Schedule

14221 Peace Officer; 14241 Community Service Officer; 14242 Parking Enforcement Officer; 14260 Police Dispatcher

Note: The City of Chula Vista reserves the right to review and revise the annual Tow License Fee each year.



ATTACHMENT "C"
Proposed Tow Site Inspection Sheet (subject to change)



Company Name	
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City of Chula Vista Tow Site Inspection

INSTRUCTIONS

1. Inspector shall examine tow company's operations to ensure tow company meets the requirements as outlined in the Request for Qualifications (RFQ).
2. During inspection of each requirement, both inspector and tow company representative shall initial form indicating compliance/non-compliance with RFQ requirements.
3. Notes indicating any discrepancies from RFQ requirements shall be noted in space provided below each category. If necessary, notes can be continued on the reverse side of inspection sheet.
4. Inspector, tow company representative and Chula Vista representative shall sign the last sheet indicating that the inspection was based upon what was presented at the time of site inspection.

NOTE: This site inspection is part of the evaluation process to determine if a tow company is qualified to provide tow and impound services to the City of Chula Vista.



CRITERIA	MEETS REQUIREMENT	DOES NOT MEET REQUIREMENT	INSPECTOR INITIALS	TOW COMPANY INITIALS
<p>Place of business has a sign which clearly identifies it to the public as a tow service. The sign has letters which are clearly visible to the public from the street and shall be visible at night.</p>				
Notes:				
<p>Business hours are posted in plain view to the public. Normal business hours are not less than 8:00 a.m. to 5 p.m., Monday through Friday.</p>				
Notes:				
<p>Place of business is sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager or employee during normal business hours.</p>				
Notes:				
<p>Documentation of completion of an approved tow truck driver training program within the past five (5) years shall be submitted during the site inspection.</p>				
Notes:				
<p>Tow truck drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and the driver's name while engaged in City rotation tow operations.</p>				
Notes:				



CRITERIA	MEETS REQUIREMENT	DOES NOT MEET REQUIREMENT	INSPECTOR INITIALS	TOW COMPANY INITIALS
One Class A (Light Duty) Wheel-Lift with a GVWR of at least 14,000 pounds				
Notes:				
One Class A (Light Duty) Flatbed with a GVWR of at least 14,000 pounds				
Notes:				
One Class B (Medium Duty) Wheel-Lift with a GVWR of at least 33,000 pounds				
Notes:				
One Class C (Heavy Duty) three-axle truck with a GVWR of at least 52,000 pounds; or Ability to sub-contract with another reliable tow company for heavy duty services. Tentative agreement with sub-contractor should be submitted to the City at time of site inspection.				
Notes:				
Each truck shall have an operational winch that is power-driven in both directions and equipped with an adequate braking system.				
Notes:				



CRITERIA	MEETS REQUIREMENT	DOES NOT MEET REQUIREMENT	INSPECTOR INITIALS	TOW COMPANY INITIALS
<p>Each truck shall be equipped with the lighting systems as required by California Vehicle Code (CVC) Sections 24605, 24606 and 25253. Additionally, trucks shall be equipped with utility lamp lighting systems that comply with CVC Section 25110.</p>				
Notes:				
<p>Each truck shall carry the miscellaneous equipment required by CVC Section 27700. Additionally, each tow company shall maintain three (3) sets of dollies for use by tow trucks providing services to the City.</p>				
Notes:				
<p>Each truck responding to requests for City initiated tow and impound services shall, on both sides of the vehicle, conspicuously bear the company name, address and phone number(s) in lettering that complies with CVC Section 27907.</p>				
Notes:				



CRITERIA	MEETS REQUIREMENT	DOES NOT MEET REQUIREMENT	INSPECTOR INITIALS	TOW COMPANY INITIALS
<p>Each truck responding to requests for City initiated tow and impound services shall be capable of effecting two-way communications between the truck and the tow company's dispatching operation. Tow companies may determine the type of two-way communications between their truck and their dispatcher, as long as it complies with all applicable sections of the California Vehicle Code (CVC).</p>				
Notes:				
<p>Each truck responding to requests for City initiated tow and impound services shall be well maintained and clean on the exterior and interior and should reflect the clean image of the City of Chula Vista.</p>				
Notes:				
<p>The City will require a minimum of one acre of space that can be used to store vehicles. This one acre of storage space does not include office space and may not be shared with other tow vendors, whether they are contracted with the City or not. A secondary yard site may be proposed.</p>				
Notes:				



CRITERIA	MEETS REQUIREMENT	DOES NOT MEET REQUIREMENT	INSPECTOR INITIALS	TOW COMPANY INITIALS
<p>Storage yards shall have adequate space to fulfill the needs outlined in the RFQ. Respondents shall identify the exact location and size of the storage yard(s). Space dedicated to the City of Chula Vista shall also be indicated.</p>				
Notes:				
<p>The storage yard shall be secure and enclosed, at minimum, by a six-foot high fence with adequate lighting.</p>				
Notes:				
<p>The storage yard must be in conformance with applicable City zoning and building codes and be permitted as such.</p>				
Notes:				



ATTACHMENT "D" Storage Yard boundary limits

