

NOTICE INVITING BIDS

Notice is hereby given that sealed proposals will be received by the City of San Fernando, California, for furnishing the following:

VEHICLE TOWING & SECURE STORAGE SERVICES

in strict accordance with the Specifications on file in the office of the CITY CLERK, 117 Macneil Street, San Fernando, California, 91340. Copies of specifications and proposal documents may be obtained from the City's website at <http://www.ci.san-fernando.ca.us>.

One (1) original, unbound, signed in blue ink; three (3) printed and bound copies; and one (1) electronic copy (PDF) via CD or flash drive of the proposal must be submitted to the CITY CLERK at CITY HALL, 117 Macneil Street, San Fernando, California, 91340, not later than **5:30 p.m.** on **Monday, October 21, 2019**. Any bidder may withdraw their proposal, without obligation, at any time prior to the scheduled closing time for receipt of proposals. A withdrawal will not be effective unless made personally or by telephonic notification received prior to the closing date. Proposals may later be referred to the City Council for appropriate action. The City reserves the right to reject any or all proposals as the best interests of the City may dictate.

By: _____
Elena Chavez, City Clerk

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REQUEST FOR QUALIFICATIONS

For

VEHICLE TOWING & SECURE STORAGE SERVICES

September 2019

**City of San Fernando
Police Department
910 FIRST STREET
SAN FERNANDO, CA 91340**

All Statement of Qualifications (SOQs) must be submitted in a sealed envelope and received by the City Clerk's Office at San Fernando City Hall on or before Monday, October 21, 2019 at 5:30 PM with the following notation:

Statement of Qualifications for

Vehicle Towing & Secure

Storage Services

City of San Fernando

**REQUEST FOR QUALIFICATIONS
(RFQ)
For
VEHICLE TOWING & SECURE
STORAGE SERVICES**

Purpose and Request for Qualifications:

The City of San Fernando ("City") is located in the San Fernando Valley region of Los Angeles County and spans 2.4 square miles. The City incorporated on August 31, 1911 and today is home to around 25,000 residents. San Fernando is a general law city operating under the City Manager form of government.

The City invites qualified vendors to submit proposals detailing their professional skills and qualifications in the field of vehicle towing and secure storage services. The selected franchise tow operator (Franchisee) will be responsible for providing immediate response and towing of vehicles when such service is called for by the San Fernando Police Department ("Police Department"). The towing services include, but are not limited to, towing of vehicles involved in accidents or disabled by other causes; removal of vehicles that impede the flow of traffic; impounding of vehicles for evidence; removal and storage of vehicles abandoned in public places or on private property; towing of police department and or other City vehicles from a wide geographical area; and for any other reason within the jurisdiction of the police department. In addition, the storage requirements include storing of vehicles that have been towed in a safe, efficient and protected manner for extended periods of time as required.

The selected Franchisee will enter into a formal operating agreement (the "Franchise") with the City. As part of the RFQ for Vehicle Towing and Secure Storage Services ("the RFQ"), City staff has developed specifications that take in to consideration, amongst other things, community's convenience, the City of San Fernando's needs, the police department's efficiency, and the towing service's responsiveness.

The Franchise awarded to the firm with the selected proposal will be for a five-year term. The agreement shall be for an initial period of five (5) years, with an option to extend (at the City's discretion) for five (5) additional years administratively.

SOQ Submittal Requirements:

This RFQ is intended to assess each Franchisee's general capabilities as they would apply to the City's needs and to evaluate specific responses to the expected scope of work. Each Franchisee

must address each of the following items in their response to this RFQ.

1. State the legal name of your firm, its address and telephone number.
2. Describe your firm's background and experience and the structure of your organization (i.e., individual, partnership, corporation, joint venture, etc.).
3. Describe the proposed General Manager's background and experience (where applicable).
4. Provide general contact information including the name of the proposed General Manager, the office from which he/she will work, address, phone, FAX and e-mail address.
5. Provide a minimum of one and a maximum of five references for similar contracts performed within the past five years paying particular attention to those in San Fernando and its vicinity. Include the address, current phone number, name and title of the person to be contacted.
6. Provide a list of public agencies (including the City of San Fernando) that required your firm to perform similar services during the preceding five years.
7. Describe your firm's approach to the scope of work.
8. Describe your firm's ability to perform the requested services as outlined in Section E of this RFQ.
9. Complete and provide the forms attached to this RFQ as Attachment A (Tow Listing Application), Attachment B (Civil Litigation History/Certification), Attachment C (False Claims Act Certification Form).

Format for Proposal Submittal:

A complete qualifications package submittal shall consist of the following:

- (1) One original, unbound, signed in blue ink;
- (3) Three printed and bound copies;
- (1) One electronic copy (PDF) via CD or flash drive;

Each section should be separated by divider pages that are tabbed, colored or of heavier stock.

ALL sections must have a response in order for the submittal to be deemed valid.

All submittals must be received by the City Clerk's Office on or before Monday, October 21, 2019 at 5:30 PM. Any proposal received after the above due date will not be considered and will not be returned. No faxed submittals will be accepted.

The City does not recognize the US Postal Service, or any other organization, as its agent for purposes of accepting SOQs. All SOQs received after the deadline will be rejected and returned unopened.

No extensions will be granted. All SOQs will become the property of the City of San Fernando and will be made available for public inspection after an award is made or all SOQs are rejected.

Proposals must be prepared simply and economically, providing a straightforward and concise description of methodology and approach to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

The City reserves the right to reduce or revise elements of the scope of work, or to amend or modify the qualifications requirements and to reject any and all qualifications, or to solicit additional qualifications should qualifications be considered by the City to be inadequate or not cost effective relative to the services that are sought. In addition, The City reserves the right to withdraw the RFQ at any time without prior written notice or to extend the due date. No representation is made hereby that any contract will be awarded pursuant to the RFQ or otherwise.

The City shall not be held liable for any expenses that a company incurs in the preparation of the qualifications, nor should such expenses be included in or incorporated into the cost schedule proposed. The City reserves the right to interview any and all potential vendors to verify their knowledge and understanding of the scope of work to be proposed and the technical abilities for performing such an effort. The City reserves the right to conduct an on-site inspection without notice. Inspection team shall be granted access to facility including storage lots, dispatch center, evidence hold area, and other areas pertinent to the efficient operations of the business.

The City reserves the right to reject any and all Qualifications, to waive any informalities in any proposal, and to select the Proposal that best meets the City's needs. Responses must be submitted without conditions.

The City may elect to interview a short list of qualified proposers or to interview only the top two rated proposers based upon the proposal submitted for the project.

Specifications are provided to identify the service required and to establish an acceptable level of quality. The City will be the sole judge in determining comparable levels of service and quality in all offers.

Franchisee shall furnish all the information required and is expected to examine all specifications, instructions and the terms and conditions prior to submittal of offer.

Franchisee shall furnish the services in strict accordance with the specifications set forth for each item in the RFQ.

Franchisee agrees not to use the names and addresses of City of San Fernando employees for any purpose not directly related to, and necessary for providing tow services for the City.

News releases pertaining to agreements resulting from this RFQ shall not be made without written approval by the City of San Fernando City Manager.

Franchisee must be authorized to do business in California. Franchisee shall provide a copy of current business license issued by the City of San Fernando. All licenses and permits must be kept current.

This Agreement may be amended in writing by either party at any time by mutual consent.

Franchisee agrees to indemnify, defend and save harmless the City, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firms, or corporation furnishing or supplying work services materials or supplies in connection with the performance of services to the City and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged any Vendor in the performance of services to the City.

The City reserves the right to reject any and all Qualifications, to waive any informalities in any proposal, and to select the Proposal that best meets the City's needs. Qualifications will be considered only in their entirety. Late or incomplete Qualifications will not be considered, and the City reserves the right to determine the completeness of all Qualifications. The City's decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal provides optimal combination of beneficial factors. The City reserves the right to negotiate the specific requirements and cost using the selected proposal as a basis.

Except as set forth above, responses to inquiries or comments provided by any department, employee, or City office concerning this RFQ shall not be valid, the City shall not be bound by such responses or comments. The selection process includes a review of the required forms and a facility inspection.

Submittal Contents:

A. Cover Letter

A letter of introduction signed by a business /corporate officer authorized to bind the company to all commitments made in the proposal. The letter shall confirm that the company has a full

understanding of the conditions and requirements stated in the RFQ, and that the company will comply with the criteria identified in this RFQ in addition to demonstrating the ability to comply with all of the provisions listed under section E, titled, "Provisions."

B. Qualifications and Experience

1. List the company name and indicate if it is a Corporation, partnership or joint venture; addresses for both corporate and local officers; first and last name of officers or partners and the date the local office opened its doors for business.
2. List all business names under which you operate a towing service in California and how many years that business has operated under that name.
3. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.
4. Provide a list of current and previous contracts similar to the requirements for the City. Indicate all public agency service and provide a brief description and scope of work, length of time you have been providing services and the name, title and phone number of the person who may be contacted regarding your service record.
5. Submit a description of the tow company including qualifications, experience and abilities that make it fully capable to provide services under this agreement.

C. Method of Approach

1. Describe how the company proposes to meet the requirements of this agreement including response time, business office and storage yard location, 24-hour availability and reporting requirements.
2. List names, titles, responsibilities and telephone numbers of persons to be contacted at any hour in the case of emergency.
3. Describe in detail your policies and procedures for the following:
 - a. Release of vehicles under this agreement.
 - b. Allowing access to vehicles by owners and allowing;
 - * The owner to cover or take other protective measures,
 - * The owner to remove personal effects or other articles from the interior of the vehicle,
 - * An authorized non-owner to photograph or take note of the condition of the vehicle.

c. Determining if the vehicle was damaged or stolen while in Franchisee's custody and making restitution to owner if so determined.

d. Determining whether or not private property was damaged in the course of Franchisee's duties and making restitution to the owner or restoring the property if so determined.

e. Informing a vehicle owner that a vehicle is in Franchisee's possession and the location and condition of the vehicle.

f. Receiving and resolving complaints from the public.

4. State the methods of payment the Franchisee will accept from vehicle owners.

5. Provide a detailed description of record keeping tools and methods.

D. Facilities and Equipment

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services.

2. Describe the equipment method to be used in the dispatching of tow vehicles.

3. Provide a detailed description of the facilities including storage lots and business offices including location.

4. Provide a detailed description of facility security.

E. Provisions:

General Provisions (Sections A-Z)

A. Services To Be Performed:

The Franchisee shall furnish towing and storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the San Fernando Police Department (SFPD). Towing services shall include, but not be limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or

evidentiary purposes as directed by SFPD personnel, other impoundment of vehicles as directed by SFPD, and necessary services to heavy duty vehicles on the highways.

B. Conduct:

The Franchisee shall conduct business in an ethical, lawful and orderly manner so as to maintain the confidence of the community. While Franchisee is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, Franchisee and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in a courteous manner. Statements and actions of the Franchisee and its employees must be the result of considered judgment and absent of personal opinion or bias.

The Franchisee, when notified by the Chief of Police or his or her designee of any complaint of discourtesy by the Franchisee's employee(s), shall investigate and respond in writing to the Chief of Police or his or her designee within ten (10) calendar days of receipt of notification of the complaint. Franchisee's response shall include the results of its investigation and, if the complaint is found to be true, what measures the Franchisee took to address said complaint and prevent future complaints on the same issue.

C. Regulation:

The Franchisee shall comply with all applicable, Federal, State and local laws, ordinances, rules and regulations, shall make all reports required by the State of California Vehicle Code, and shall follow all rules or regulations which the Police Department may prescribe governing the conduct of Franchisee's operations under the Franchise Agreement.

D. Cooperation:

Tow unit operators shall abide by the lawful decisions of all peace officers and law enforcement employees of the City of San Fernando and shall cooperate in removing and/or in impounding vehicles.

E. Supervision:

The Franchisee shall comply with all reasonable regulations imposed by the City on the Franchisee's performance pursuant to the Franchise Agreement. The Franchisee shall further make all records, equipment and storage facilities related to Franchisee's performance under the Franchise Agreement available for periodic inspection by the Chief of Police or his or her designee to determine if all are in compliance with the rules and regulations of the City.

F. Priority and Response Time:

The Franchisee shall furnish such services as requested by the Police Department and noted in the Franchise Agreement at any time during the day or night and shall:

1. Give priority to City calls when requested;
2. Maintain sufficient personnel and equipment to provide for a maximum response time of fifteen (15) minutes, except as otherwise provided herein;
3. Notify the Police Department upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival;
4. If the Franchisee is unable to respond within the maximum response time and/or there is a potential public safety issue determined by the Police Department at the site of the incident that requires immediate removal and/or relocation of a vehicle(s), then the Franchisee's identified subcontractor will be contacted by the Franchisee to immediately assist the Police Department and ensure the subject vehicle(s) removal and/or relocation; and
5. The Franchisee shall provide immediate response whenever requested to respond to the scene where a child is locked in a car or other emergency of such type.

G. Administration:

The Police Department shall administer the Franchise Agreement on behalf of the City and the Franchisee shall abide by the directions and decisions of Police Department personnel at the scene of a call.

H. Settlement of Disputes:

Should there be any dispute between the Franchisee and owner of the vehicle over charges made for services rendered under the Franchise Agreement, such dispute shall be decided by the Chief of Police or his or her designee and the Franchisee shall make no demands upon the owner of the vehicle for a sum in excess of the amount determined to be reasonable by the Chief of Police or his or her designee. The Chief of Police or his or her designee may hold an administrative hearing if any party to the dispute so requests.

I. City not Liable:

Neither the City nor the Police Department shall be responsible to the Franchisee for payment of towing, removal, or storage charges. The Franchisee shall look to the owner of the vehicle for payment of applicable fees.

J. Reports to be made to the City:

The Franchisee shall provide the Police Department on the fifteenth (15th) day of each month with a written list of all vehicles removed or impounded during the past month pursuant to the Franchise Agreement. This list shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police DR Number. The Franchisee shall also provide at the same time, a list of all vehicles currently on the Franchisee's premises that were removed from a traffic accident site handled by the Police Department. This list shall also include vehicle license number, date of storage, reason for storage, and Police DR Number, if applicable. An explanation of each tow requiring an excess of one hour shall be provided. The report shall also contain a list of the tow unit operators that were employed by the Franchisee during any period of that reporting month, the list shall contain the tow unit operator's name, operator's license number, classification, and its expiration date.

Franchisee or his/her designee shall sign the monthly report.

Franchisee shall notify the Chief of Police or his or her designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Franchisee designee or his employees as a City employee.

K. Insurance and Indemnity Requirements:

1. Insurance: The Franchisee shall produce and maintain for the duration of the Franchise Agreement the insurance as required in this section. Franchisee shall not commence work under this Agreement until proof of all required insurance has been provided to and accepted by the City. The Franchisee shall file with the Chief of Police a policy or duly authorized certificate of public liability insurance insuring the City of San Fernando, its officers, agents and employees, against liability. Franchisee shall maintain limits no less than:
 - a. Workers' Compensation Insurance: as required by the State of California, and Franchisee's liability insurance, with limits not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the Franchisee under this Agreement.
 - b. Garage Liability Insurance: at least as broad as Insurance Services Office (ISO) occurrence Form CA 00 05 with Broadened Coverage - Garage Endorsement

(CA 25 14). Such insurance shall include coverage for liability arising out of garage operations with limits not less than \$1,000,000 each accident and \$2,000,000 in aggregate, and automobile liability coverage for owned, hired and non-owned automobiles with limits not less than \$1,000,000 each accident. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.

- c. As an alternative to the requirements in paragraph b above, Franchisee may provide a combination of Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01), including coverage for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations and contractual liability (including without limitations indemnity obligations under the Contract) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and Insurance Services Office (ISO) Form CA 00 01 covering Automobile Liability, code 1 (any auto, owned, hired and non-owned automobiles or other licensed vehicles) with limits of \$1,000,000 per accident for bodily injury and property damage. The insurance shall also include Garagekeepers Liability coverage for each location the Franchisee may utilize to provide service under this contract with limits of not less than \$1,000,000 per location.
- d. On Hook Physical Damage Liability Insurance with limits not less than \$500,000 per vehicle.
- e. Deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the Franchisee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- f. Other insurance provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 - 1. The Commercial General Liability policy shall be endorsed to provide that the City of San Fernando, its officers, officials, employees, and volunteers are covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Franchisee under the Franchise Agreement. Proof of this coverage must be in the form of an additional insured endorsement to the Franchisee's insurance using ISO CG 20 10 11 85 or its equivalent

language. If coverage is provided in the form of a Garage Liability Policy, such policy shall be endorsed to include equivalent additional insured status to the City of San Fernando, its officers, officials, employees and volunteers.

2. For any claims related to this project, the Franchisee's insurance coverage shall be primary insurance as respects the City of San Fernando, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, reduced in coverage or in limits, or cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of San Fernando.
- g. Subcontractors: Franchisee shall include all subcontractors as insured under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this RFQ and the Franchise Agreement.

h. Verification of Coverage

1. Franchisee shall furnish the City with original certificates and endorsements, including amendatory endorsements, effecting coverage required herein. All certificates and endorsements must be received and approved by the City of San Fernando before work commences under the Franchise Agreement. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications at any time during the term of this contract. Neither the failure of the Franchisee to supply required proof of coverage, nor the failure of the City to approve same shall alter or invalidate the provisions of this contract.
2. The Franchisee shall submit evidence of appropriate replacement or renewal coverage for all required insurance that expires or is cancelled during the term of the Contract. Such evidence shall be provided to the City no later than 15 calendar days prior to the expiration or termination of coverage. If operator fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Franchisee shall be withheld until City receives required evidence that coverage has been restored.

- i. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.
- j. All policies required pursuant to this section shall be submitted to the San Fernando City Attorney for approval as to form.

2. Indemnification:

- a. Franchisee agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents and employees ("Indemnities"), at Franchisee's sole expense, from and against any and all loss, liability, penalties, forfeitures, claims, actions, suits or other legal proceedings of any kind asserted against the City, its elected officials, officers, agents, and employees arising out of the performance of Franchisee, its employees, representatives, agents, and sub operators under this agreement, excepting only such claims or actions which may arise out of sole or active negligence of the City, its elected officials, officers, agents and employees. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Franchisee, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by the Franchisee, its employees, and/or authorized sub operators are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Franchisee's proposal, which shall be of no force and effect.
- b. The Franchisee's obligation to defend, hold harmless, and indemnify shall not be excused because of the Franchisee's inability to evaluate liability or because the Franchisee evaluates liability and determines that the Franchisee is not liable to the claimant. The Franchisee must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Franchisee fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Franchisee by virtue of the Franchise Agreement as shall reasonably be considered necessary by the City may be retained by the City until final disposition has been made or the claim or suit for damages, or until the Franchisee accepts or rejects the tender of defense, whichever occurs first.
- c. With respect to third party claims against the Franchisee, the Franchisee waives any and all rights of any type to express or implied indemnity against the Indemnities.

- d. Separate Counsel: The City may elect to have separate legal counsel from Franchisee at any time at its sole discretion, and in such case Franchisee will pay one-half (1/2) of all fees and costs and charges for such separate legal counsel.
- e. Subcontractors: The Franchisee shall require all subcontractors to enter into an Agreement containing the provisions set forth in Section K of this RFQ in which Agreement the subcontractor fully indemnifies the City in accordance with this RFQ and the Franchise Agreement.
- f. Exception: Notwithstanding Subsections K(2)(a)-(b) above, Franchisee's obligation to indemnify, hold harmless and defend the City, its officers and employees shall not extend to any loss, liability penalty, claim, damage, action or suit arising or resulting solely from acts or omissions constituting willful misconduct or sole negligence on the part of the City, its officers or employees.
- g. Damage by Franchisee: If Franchisee's employees or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Franchisee shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Franchisee for any such injury, damage or loss. With the prior written approval of City, Franchisee may repair the damage at Franchisee's sole cost and expense.
- h. Tort Claims Act: This RFQ and the Franchise Agreement shall in no way act to abrogate or waive any immunities available to the City under the Tort Claims Act of the State of California.

L. Franchisee's Records, ETC. Open to Inspection:

All records, equipment, and storage facilities shall be open to periodic inspection by the Police Department personnel or its designated representative. Any deficiencies shall be corrected as soon as practicable upon request of the Police Department.

M. Impound Reports:

A Franchisee tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report. The impounding employee shall retain the original copy of the Impound Report. Franchisee shall retain a copy of the Impound Report for two years. The garage's copy of the Impound Report shall be used to record the vehicle release information in the appropriate space provided in the Impound Report.

N. Notifications:

The Franchisee's employees while acting within the course of their employment shall cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel. The Franchisee shall notify the Police Department in writing on a weekly basis of the following:

1. All vehicles originally impounded by a public agency but that have remained in storage beyond seven calendar days.
2. All vehicles originally impounded with a criminalistics/evidentiary hold, but that have remained in storage with a hold beyond seven calendar days, Franchisee shall notify SFPD on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily established lien procedures.

O. Storage:

Storage shall commence at the time the vehicle arrives at the Franchisee's storage facility. Charges for vehicle storage shall be based on a daily rate. The daily rate extends from midnight to midnight of the following day.

Exceptions:

1. When a release request is made within the first "hour of storage", the storage fee shall be waived.
2. Per SB 887 (1992, Lockyer), when a release request is made within 24 hours, only one days storage shall be charged regardless of the calendar date.
3. When a release request is made between 7 p.m., and 12 a.m., (midnight), one day's storage fee shall be waived providing such release occurs within the mandatory release hours (7 a.m., to 7 p.m.) of the following day.

P. Lien on Stored Vehicles:

The Police Department personnel who is requesting the impound shall be responsible for establishing that "probable cause" exists to impound the vehicle in question. When "probable cause" is lost prior to a vehicle being removed to a Franchisee facility, no lien shall be attached and no fee shall be charged for the field release of a vehicle to a properly interested person.

Q. Disputes and Injuries:

The Chief of Police or his or her designee has the authority to settle all disputes arising from actions by the Franchisee. The decision of the Chief of Police or his or her designee shall be binding on all parties involved. Inquiries pertaining to the conduct, practices, and regulation of the Franchisee may be referred to the City of San Fernando Police Department, 910 First Street, San Fernando, California, 91340; (818) 898-1267.

R. City Vehicles:

The Franchisee shall provide, at no cost to the City, routine roadside service including, but not limited to, towing service, to all vehicles owned by the City of San Fernando up to and including one (1) ton rated vehicles at the request of the Chief of Police or his or her designee whenever such vehicles require such service within the City of San Fernando or within five (5) road miles of the corporate limits of the City.

S. Traffic Accident Scene Cleanup:

At the request of the Police Department, the Franchisee shall dispatch a tow unit to the scene of a traffic accident and shall remove all glass and debris deposited upon the roadway.

T. Fax Machine:

The Franchisee shall maintain a fax machine or similar transmittal device at all times during the term of the Franchise Agreement.

U. Toxic Materials:

City will not knowingly require the Franchisee to pick up, store or dispose of any toxic or hazardous materials, except for those normal fluids associated with motor vehicles.

V. Cost to City:

Unless otherwise provided in the Franchise Agreement, any towing and storage expenses for which the City is financially responsible pursuant to the Franchise Agreement, including towing or storage of city-owned vehicles, shall be billed to the City at no more than 50% of the rate authorized by the Franchise Agreement.

W. Collection of Fees:

The Franchisee shall collect all fees imposed by the City upon vehicles that the City causes to be towed, stored, or impounded. This money shall be paid to the City on a monthly basis.

X. Permits and Certificates:

The Franchisee shall secure and maintain any licenses, permits, or certificates required by Federal, State and local law. The Franchisee shall secure and maintain such City business license as required by San Fernando City Code. In addition, the Franchisee shall keep informed of and comply with the requirements of all Federal, State, county and municipal laws, ordinances, and regulations applicable to the work performed under the Franchise Agreement.

Y. Background Investigation and Fee Required:

Prior to the award of the Franchise Agreement, the Police Department shall conduct or have conducted a background investigation of the business, its principals, and its tow truck drivers. The cost associated with the fingerprinting process of the background investigation is the responsibility of the Franchisee. The Franchisee awarded the Franchise Agreement shall be responsible to notify the Police Department whenever a new driver is assigned to tow requests from the Police Department. All new tow drivers shall be subject to background investigation.

Z. Franchise Fees:

The Franchisee shall pay to the City on a quarterly basis the Franchise Fee authorized by City Council, pursuant to San Fernando City Code Section 90-911 and all resolutions authorized thereby. Pursuant to Resolution No. 7302, adopted by the City Council on March 30, 2009, the Franchise Fee in effect as of the date of this RFQ is \$45.00 per vehicle towed.

The Franchise Fee payment of \$45.00 per vehicle towed shall be paid on a quarterly basis and received no later than April 15, July 15, October 15, and January 15 of each year. Failure to make Franchise Fee and business license tax payments may be cause for termination of the Franchise Agreement.

Staffing Provisions (Sections A-D):

A. Sufficient Personnel:

The Franchisee shall have sufficient personnel on duty at all times to:

1. Receive calls from the Police Department communications center;
2. Dispatch tow units;
3. Provide security at all storage sites; and,
4. Provide such services as may be required under the Franchise Agreement

B. Dispatcher:

A dispatcher shall be on duty in the Franchisee's office seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from Police Department and its communications center, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the Chief of Police or his or her designee. A dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event, regardless of the time of day the special event concludes. A dispatcher and/or other Franchisee employees providing service to the public shall wear a nametag/badge with their name and/or have their first name conspicuously imprinted on their uniform. The Franchisee shall be responsible to provide the nametag. This is required at the time of submittal to this RFQ.

C. Timekeeping and Delays:

The Franchisee shall record the following times pertaining to law enforcement and City agency tow service request by means of a time clock:

1. The time that the request for tow service is received;

2. Time that a tow unit is assigned the call for service and given the location of the requested service;
3. The time that a tow unit arrives at the location of requested service; and,
4. The time that a tow unit returns to Franchisee Facility with the vehicle.

The Franchisee shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all Police Department personnel, other law enforcement agencies, and City departments that rely upon it for tow service. Within ten (10) minutes of the receipt of a request for tow service from the Police Department or its communications center, an available, unassigned tow unit and operator shall be dispatched and shall immediately proceed to the location of the requested service. The Franchisee shall advise the communications center when a tow unit cannot be dispatched within ten (10) minutes and shall give the reason why the tow unit cannot be dispatched and an estimated time of dispatch. Once dispatched, a tow unit operator shall respond to an assigned call by the most direct and expeditious route.

EXCEPTION: Orders to remove abated vehicles or vehicle parts from private property shall be executed by the ordered Franchisee within forty-eight (48) hours of receiving such notification.

D. Operators:

The Franchisee shall employ no person as a tow unit operator until he or she possesses the appropriate class of California driver's license and medical certificate, if required, for the type of tow unit being operated. Tow unit operators shall wear a uniform approved by the Chief of Police or his or her designee whenever they are performing services in response to a call from the City of San Fernando. A nametag/badge identifying the operator by first name shall be worn on the operator's outer most shirt or jacket.

Towing Provisions (Sections A-C):

A. Place to Which Vehicles Shall be Towed:

Any vehicle towed pursuant to the Franchise Agreement shall be taken to such place as the owner or driver of the vehicle directs. When impounded by the Police Department it shall be taken to the storage lot designated by the Police Department. If neither the owner nor the driver nor the Police Department specifies a destination, is unable to do so, or is not at the scene of removal, the Franchisee shall tow the vehicle to Franchisee's Primary Storage Facility. In no case

shall Franchisee use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Franchisee's own storage yard or garage.

B. Evidence to be Safeguarded:

The Franchisee shall take all reasonable precautions required by the Police Department to avoid damage to any evidence or impounded vehicles such as fingerprints or stains. Vehicles taken into custody that involve such evidence shall be stored in the Investigative Hold Area, as defined hereinafter, and shall be secured from access by unauthorized persons. Vehicles stored for prints shall be protected from dust and dirt or deterioration of evidence by the sun or other elements.

C. Removal Charges:

Vehicles shall be taken to any place the owner or driver of the vehicle directs, within five road miles of the location of the vehicle, with the fee for such to be established in conjunction with the posted towing rates of the Franchisee. Charges for towing beyond five miles shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. The first hour or fraction thereof shall be at the rate specified by the Chief of Police or his or her designee and at half of that hourly rate for each additional half hour or fraction thereof over the first hour.

Storage Provisions (Sections A-K):

The Franchisee shall provide a total storage capability of not less than 65 vehicles including five (5) vehicles within an enclosed investigative hold area. Based on future needs of the SFPD, the Franchisee shall ensure that they are able to expand total storage capability to 85 vehicles including the five (5) vehicles within an enclosed investigative hold area. The increased vehicle storage capacity can be addressed entirely on a Primary Storage Lot or through the use of Primary Storage Lot and a Secondary Storage Lot. This is required at the time of submittal to this RFQ.

A. Primary Storage Lot:

The Franchisee shall at all times provide and maintain a Primary Storage Facility with a minimum storage capacity of 65 vehicles including an investigative hold area for five (5) vehicles dedicated to the storage of vehicles from the Police Department pursuant to the Franchise Agreement. The Primary Storage Facility shall be no more than five (5) miles

from the San Fernando Police Department's office building. This required at the time of submittal to this RFQ.

The storage lot, or Primary Storage Facility if more than one such lot is maintained, shall be:

1. Immediately adjacent to or contain office facilities.
2. Adequate in size to accommodate all:
 - a. "Hold" vehicles;
 - b. Late model vehicles;
 - c. Specially equipped vehicles; and
 - d. Vehicles to be released immediately to owners.
3. Entirely surfaced with either concrete or asphalt material.
4. Free of holes or areas that are decomposed or broken.
5. Clean and free of litter, debris, or weeds.
6. Include on-site lighting that provides easy visibility to all areas of the lot while eliminating spill over onto neighboring properties.
7. Sized and dimensioned to afford safe access to all vehicles.

B. Investigative Hold Area And Vehicles:

The Franchisee shall maintain an area at its Primary Storage Facility for vehicles held for criminalistics and/or evidentiary examinations, which has a minimum vehicle storage capacity of five (5) vehicles. This is required at the time of submittal of this RFQ. This Investigation Hold Area shall:

1. Have a fully enclosed structure and be capable of providing protection from the natural elements.
2. Be fenced and gated (so as to prohibit entry by unauthorized persons as prescribed by the Chief of Police or his or her designee) with remote access controlled by the Franchisee dispatcher.

3. All entries shall be documented to identify the vehicle seen, the person entering, and the date and time the person entered the Investigative Hold Area.
4. The Investigative Hold Area's storage capacity shall be capable of holding ten (10) vehicles at any one time.
5. The only persons authorized to enter an Investigative Hold Area are the Franchisee employees and concerned law enforcement employees.
6. Garage employees shall not remove property from vehicles being held for criminalistics and/or evidentiary purposes.
7. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible Police Department personnel/investigator.
8. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area.
9. The date and time of removal and the removing employee's identity shall be recorded on the Franchisee records.

Vehicles being held for Vehicle Code (VC) 22651 (O) (No Current Registration); VC 22651 (P) (Unlicensed Driver); VC 22651 (i) Unpaid Parking Citations); or VC 10751 (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistics or evidentiary examinations. Garage employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for statutory hold. Any statutorily held vehicle shall not be available for release until authorized by the concerned governmental agency employee or the Area Vehicle Coordinator.

C. Secondary Storage Lots:

All Secondary Storage Facilities proposed by the Franchisee shall be inspected and approved by the Chief of Police or his or her designee prior to use. A Secondary Storage Facility is a designated location used by the Franchisee as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within five (5) miles of Franchisee's Primary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles with appraised values under one thousand dollars (\$1000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles with appraised values over one thousand dollars (\$1000.00) with the prior written approval of the Chief of Police or his or her designee, but in

such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored within a Secondary Storage Facility shall be accurately recorded on the garage's impound records. This is required at the time of submittal of this RFQ.

D. Storage of Vehicles:

All vehicles towed or stored by the Franchisee under the Franchise Agreement shall be kept within the Primary or Secondary Storage Lot when under direct supervision. At no time shall such vehicles be parked or stored or left standing on any public street or alley. Undamaged vehicles shall be segregated from wrecked or junk vehicles and shall be kept in the primary lot. All vehicles shall be systematically parked and sufficiently separated to preclude the probability of damage. Unobstructed access shall be provided to all stored vehicles. Vehicles shall be parked and separated to preclude the possibility of damage. Security provisions shall be implemented at all Secondary Storage Facilities to prevent the loss or theft of personal property or vehicle parts. Secondary Storage Facilities shall provide safe access to all stored vehicles and shall be kept clean and free of litter, debris, and weeds. Lighting of such lots shall be adequate to ensure required security of stored vehicles and eliminate light spill over onto neighboring properties. The Franchisee shall provide security to all primary and secondary storage facilities sufficient to reasonably preclude theft or damage to stored vehicles and as hereinafter provided.

E. Enclosure of Storage Areas:

Unless otherwise provided by applicable city regulations, all outdoor areas used for storage shall be enclosed with a solid wall, chain link or wrought iron style fence at least six (6) feet in height, having a gate or door of adequate width and equivalent height. The fence shall be covered from public view. The bottom edge of any such fence or wall, including all gates or doors, shall be maintained in such a manner as to prevent unauthorized entry. All wall or fence enclosures shall be maintained in good condition throughout the term of the Franchise Agreement; any damage shall be repaired promptly within twenty-four (24) hours of notice of such damage. This is required at the time of submittal to this RFQ.

F. Office:

The office space at the Primary and Secondary Storage Facilities shall be neat in appearance, clean and painted. A waiting area shall be provided for customers with adequate restroom and other facilities for the customers' comfort. This is required at the time of submittal to this RFQ.

G. Responsibility for Vehicle, Accessories, and Personal Property:

The Franchisee shall be responsible for vehicles and accessories while in Franchisee's possession. The Franchisee shall also be responsible for personal property left in the vehicle at the time possession of that vehicle is taken. All property left in a vehicle should be listed on the California Highway Patrol 180 form. No articles shall be removed without first obtaining written authorization from a Police Department officer. Any articles removed for any reason shall be noted by the authorizing Police Department officer. The Franchisee shall maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record shall also include the date of entry and a description of any property removed. Unattached personal property may be removed for safekeeping by garage employees, but only from available for release and statutorily held vehicles. When the Franchisee's personnel removes unattached personal property for safekeeping from a vehicle, the following shall occur:

1. Record a description of the removed property on the corresponding copy of a garage impound report.
2. Implement controls to inform Franchisee's office personnel responding to public inquiries that personal property has been removed from a vehicle.
3. Cause the property to be individually packaged and identified.
4. Provide a secure location for the storage of the property to preclude loss, theft or damage.
5. Inform properly interested persons that property has been removed and how they may obtain possession of that property.

H. Protection and Handling of Vehicles:

It is the responsibility of the Franchisee to protect all vehicles, vehicle parts and/or attached accessories impounded by peace officers or City law enforcement personnel until such time the vehicles have either been released to properly interested persons or have been disposed of through legal process.

Vehicle parts and/or attached accessories shall not be removed from an impounded vehicle with a criminalistics/evidentiary hold on the vehicle without the prior approval of the concerned law enforcement personnel. The Franchisee's garage employees from other impounded vehicles may remove vehicle parts and/or attached accessories for safekeeping. When the Franchisee's employee removes vehicle parts and/or attached accessories for safekeeping from a vehicle it shall:

1. Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report.

2. Implement controls to inform the Franchisee's office personnel responding to public inquiries that vehicle parts and/or attached accessories have been removed from a vehicle.
3. Cause the vehicle parts and/or attached accessories to be individually packaged and identified.
4. Provide a secure location for the storage of the vehicle parts and/or attached accessories to preclude loss, theft or damage.
5. Inform properly interested persons that parts and/or attached accessories have been removed and how they may obtain possession of that property.

The release of impounded vehicles that are available for release shall be the responsibility of the Franchisee. Criminalistics/evidentiary or statutorily held vehicles shall not be available for release until Police Department personnel has given written authorization to the Franchisee.

The Franchisee, at its Primary Storage Facility, shall prepare, maintain, and post in a conspicuous place, clearly visible to the public, a notice outlining procedures and the required documentation necessary for properly interested persons to obtain possession or remove unattached personal property from a stored vehicle and/or to view or photograph a stored vehicle within twenty-four (24) hours of making such a request.

Vehicle inventories, when conducted by Franchisee employees, shall only be conducted within the confines of a storage facility and in the presence of a witnessing employee.

I. Release of Vehicles:

A Franchisee dispatcher shall be responsible for releasing vehicles between the hours of 7 a.m. and 7 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 7 p.m. and 7 a.m. Any vehicle impounded in connection with a special event, as designated by the Chief of Police or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event. For the purposes of this provision, "special event" shall include DUI checkpoints, parades, et cetera.

J. Regulation:

The Franchisee shall comply with all Federal, State and local laws, ordinances, rules and regulations and shall make all reports required by the State of California Vehicle Code and shall follow all reasonable rules or regulations that the SFPD may, from time to time, prescribe governing the conduct of the Franchisee's operations under the Franchise Agreement.

K. Authorized Rates and Charges:

The Franchisee may submit to the Chief of Police a written request for a change of rates. All requests for rate adjustment shall set forth the Franchisee's current rate charges and the proposed charges. Verifiable profit or loss information may be required prior to any rate adjustment. Rates and charges shall not exceed those established by the City of Los Angeles Police Commission for its Official Police Tow Garages as such rates shall from time to time be amended and or what is allowed by State law. If the City of San Fernando, in its sole discretion, decides to amend the rates for towing and storage of vehicles to a different rate schedule than the one employed by the City of Los Angeles, it shall give the Franchisee written notice of its intention to adopt an amended schedule and negotiate with the Franchisee for a period of no less than 60 days before a new schedule is enacted.

Except as provided by the approved rate schedule, no additional charges shall be made for special equipment or service necessary to prepare vehicles for removal.

All bills shall be itemized.

Vehicle and Equipment Provisions (Sections A-D):

A. Tow Units Radio Equipment:

The Franchisee may equip tow units and facilities with radio equipment capable of receiving police calls, police frequency and/or local government frequencies. On those trucks that primarily operate after normal business hours, the Franchisee may also have transmitting capabilities on local government frequencies for emergency contact with the Police Department communications center, if approved by the COP or his or her designee.

B. Dispatcher's Office Radio Communications:

The Franchisee dispatcher's office shall be equipped to receive police radio calls. Priority shall be given to calls from the Police Department or its communications center. In the event that multiple agency requests for services are received at the same proximate time, the Franchisee dispatcher shall assign response priority to the request of the most urgent nature based upon information the dispatcher has received from the agencies. The Franchisee tow units may be equipped to monitor police radio calls while acting within the course and scope of their designated responsibilities after obtaining a permit from the Chief of Police or his or her designee.

1. Tow Trucks.

- a. The Franchisee shall have a minimum of two (2) tow trucks with a minimum 19,500 Gross Vehicle Weight (GVW) manufacturer rating with a minimum wheel lift capacity rated at a minimum 4,000 pounds. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of one hundred feet (100') of cable.

Each such tow truck shall be equipped with a snatch block, dollies, one (1) ton floor jack and J/T hook chain assemblies.

The Franchisee shall have and maintain a minimum of two (2) 19,500 – 26,000 GVW manufacturer rated car carrier. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of fifty feet (50') of cable.

- b. Official heavy-duty tow units will be requested by the Police Department or its communication center when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or un-laden, in excess of 10,000 pounds; or a combination of commercial trailers. The Franchisee may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in the Franchise Agreement.
- c. All trucks used in performing towing services under the Franchise Agreement shall conform to all requirements of the State of California Vehicle Code and shall comply with the following:
 - 1) Truck bodies shall be painted and kept clean and in good repair, free of dents;
 - 2) The cab interior shall be kept clean;
 - 3) The tow truck bed shall be kept clean and equipment shall be properly mounted and maintained;
 - 4) Tail lamps, stop lamps and turn signal lamps with electrical extension cord shall be operable and shall be used on all towed vehicles; and,
 - 5) Each tow vehicle shall carry the following equipment:
 - (a) State approved air tank or air transfer system
 - (b) Flashlight or portable light

- (c) Floor jack - 1-ton minimum capacity
- (d) Gasoline container – 2 ½ gallon minimum capacity
- (e) Lug wrench – 4-way and wrench for foreign cars
- (f) Water container – 3-gallon minimum capacity
- (g) Battery booster and cables
- (h) Axe
- (i) Sledge
- (j) Flares
- (k) Bolt cutters
- (l) Pry bar
- (m) 25 foot recovery chain
- (n) Trash can and absorbent.

This section, Vehicle & Equipment Provisions A-D, are required at the time of submittal to this RFQ.

C. Tow Truck Parking:

The Franchisee shall at all times provide sufficient off-street parking spaces for the parking and storage of vehicles and other equipment used in the performance of the Franchise Agreement.

D. TOW UNIT MARKINGS:

Each tow unit shall be marked as required by California Vehicle Section 27907. Lettering shall be at least two and one-half (2 ½) inches, but not in excess of four (4) inches in height. Tow units may be marked with an official seal of the City of San Fernando in a conspicuous place as reviewed and approved by the Chief of Police or his or her designee.

Inquiries:

Specific questions shall be requested in writing and responses will be formulated and forwarded to all prospective vendors via email by the stated dates in the RFQ schedule. No phone questions will be accepted. All written questions regarding this RFQ should be directed to:

Lt. Nichole Hanchett, San Fernando Police Department
910 First Street
San Fernando CA 91340
nhanchett@sfcity.org

Evaluation of Qualifications:

Each proposal must provide detailed information sufficient to evaluate the Franchisee's capability regarding each of the following factors:

1. The ability, capacity, experience and skill to perform under the Franchise Agreement and to competently perform all of the services and tasks contemplated thereunder.
2. The physical facilities to perform under the terms and conditions of the Franchise Agreement and provide the service within the time specified without delay or interference.
3. The character and integrity of the proposer and its principals, including but not limited to any history of complaints of poor customer service, unethical or predatory business practices, discourteous service or criminal conduct.
4. The proposer's record of performance on current and previous contracts or services with the City, other municipalities, and/or public agencies.
5. Qualifications, resumes and references for similar work completed within five (5) years.
6. Knowledge of City codes and procedures.
7. The previous and existing compliance by the proposer with laws and ordinances relating to the towing and storage of vehicles.
8. The financial strength of the proposer to provide the level and scale of service called for under this RFQ, including written proof in the form of proposer's financial records that show to the satisfaction of the City that the proposer's has the financial resources and ability to perform the Franchise Agreement and provide the services requested.

9. Ability of the proposer to meet the City's requirements under this RFQ and the Franchise Agreement.
10. The quality, availability and adaptability of the proposer's physical facilities, staff, and equipment.
11. The degree to which the proposer's proposal deviates from or is otherwise unable to comply with the baseline requirements and conditions set forth under this RFQ.
12. Projected response time to calls for service.
13. The proposer's impound policies and practices and impound rates and the strategies the proposer proposes to put in place to facilitate the speedy and cost-effective return of vehicles to persons whose cars have been impounded so as to minimize the accrual of costly impound fees.
14. The proposer's proposed policies for training its tow truck drivers and impound yard personnel to provide courteous, honest and ethical services to persons whose cars have been impounded.

Bid Rejection:

All SOQs will be reviewed to determine conformance with the RFQ requirements. Any SOQ that the City deems incomplete, conditional, or non-responsive to the RFQ requirements may be rejected. The City reserves the right to reject any and all SOQs.

Screening, Selection and Award:

The screening and selection process shall be as follows:

1. Sealed SOQs will be opened and evaluated to determine compliance with Section 4, Required Qualifications of Consultant. SOQs meeting specified requirements will be considered responsive and will be included in the next phase of review.

Responsive SOQs will be evaluated by City staff members. Following this review, city staff will conduct on-site visits to the prospective tow yard and office locations.

The City reserves the right to withdraw this RFQ at any time without prior notice. Further, the City reserves the right to modify the RFQ schedule described below. The City also makes no representations that any contract will be awarded to any firm responding to this RFQ. The City expressly reserves the right to reject any and all SOQs without indicating any reasons for such rejection(s), to waive any irregularity or informality in any SOQ or in the RFQ procedure

and to be the sole judge of responsiveness to this RFQ.

Evaluation Criteria:

After review for compliance with required qualifications, the City will evaluate SOQs based on the following criteria.

General Quality and Responsiveness of the SOQ

- Presentation, completeness, and thoroughness of the SOQ;
- Responsiveness to the terms, conditions, and items of performance; and
- Grasp of the scope and services to be performed

Qualifications and Experience of Firm and Key Personnel

- Qualification and experience of key personnel;
- Experience and past performance for similar scope and services; and
- Verification of references

Fee Proposal

- Each firm should provide a schedule of fees for related services for each of the next five years.

Tentative Schedule:

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFQ process as follows:

Date	Activity
Thursday, September 26, 2019	Issue Request for Qualifications
Monday, October 21, 2019	SOQs Due to the City
Monday, November 18, 2019	City Council Consideration of Contract Award

Attachments:

1. SFPD Tow Listing Application
2. Civil Litigation History
3. False Claims Act Certification Form

ATTACHMENT 1

SFPD TOW LISTING APPLICATION

BUSINESS		
1. BUSINESS NAME AND MAILING ADDRESS	TELEPHONE NUMBER(S)	
	2. DAY	
	3. NIGHT	
4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE	5. AUTOMOBILE CLUB AFFILIATIONS	
6. DO YOU HAVE 24 HOURS A DAY SERVICE? <input type="checkbox"/> YES <input type="checkbox"/> NO	7. YEARS IN THE TOWING BUSINESS	
8. HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION <input type="checkbox"/> YES <input type="checkbox"/> NO		
VEHICLE STORAGE		
9. PRIMARY STORAGE YARD (COMPLETE ADDRESS)	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED	DISTANCE FROM SAN FERNANDO _____ MILES
10. SECONDARY STORAGE YARD (COMPLETE ADDRESS)	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED	DISTANCE FROM SAN FERNANDO _____ MILES
11. IS STORAGE YARD FENCED (6'), LIGHTED?		<input type="checkbox"/> YES <input type="checkbox"/> NO
12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR?		<input type="checkbox"/> YES <input type="checkbox"/> NO
13. IS THERE A SECURE INVESTIGATIVE HOLD AREA?		<input type="checkbox"/> YES <input type="checkbox"/> NO
FINANCIAL INTEREST		
14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION)		
15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN SAN FERNANDO?		<input type="checkbox"/> YES <input type="checkbox"/> NO
16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN SAN FERNANDO?		<input type="checkbox"/> YES <input type="checkbox"/> NO
17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY?		<input type="checkbox"/> YES <input type="checkbox"/> NO
18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY		
TOW TRUCKS		
<input type="checkbox"/> CLASS A (14,000 – 19,500 GVWR) <input type="checkbox"/> CLASS C (33,001 – 50,000 GVWR)	<input type="checkbox"/> CLASS B (19,501 – 33,000 GVWR) <input type="checkbox"/> CLASS D (OVER 50,001)	
19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER?		<input type="checkbox"/> YES <input type="checkbox"/> NO
SIGNATURE	PRINT OR TYPE NAME AND TITLE	DATE

9/26/19

ATTACHMENT 2
CIVIL LITIGATION HISTORY/CIVIL LITIGATION CERTIFICATION FORM

CITY OF SAN FERNANDO
CITY HALL
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

CIVIL LITIGATION HISTORY/ CIVIL LITIGATION CERTIFICATION
(TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** For the five (5) years preceding the date of submittal of this Proposal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

CIVIL LITIGATION CERTIFICATION

If the Proposer has no civil litigation history to report as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting Proposal) (Title with Proposing Entity)

of _____ (hereinafter,
"Proposer") (Print Name of Proposing Entity)

In submitting a Proposal to the City of San Fernando for As-Needed Engineering Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case:

Court Case Identification Number:

(2) Jurisdiction in which case was filed:

(3) Outcome of the case:

(1) Name of Case:

Court Case Identification Number:

(2) Jurisdiction in which case was filed:

(3) Outcome of the case:

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

Declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

by: _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT

ATTACHMENT 3
FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION FORM

CITY OF SAN FERNANDO
CITY HALL
117 MACNEIL STREET
SAN FERNANDO, CALIFORNIA 91340

FALSE CLAIMS/FALSE CLAIMS ACT CERTIFICATION
(TOWING AND VEHICLE STORAGE SERVICES RFP)

Proposer shall provide either the certification requested below or the information requested on the next page. **Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the proposal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. Sections 3729 et seq., and the California False Claims Act, Government Code Sections 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I, _____, am the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____
_____ (hereinafter, "Proposer").
(Print Name of Proposing Entity)

In submitting a proposal to the City of San Fernando, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

By _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

FALSE CLAIMS ACT VIOLATIONS INFORMATION

(1) Date of Determination of Violation:

(2) Identity of tribunal or court and case name or number, if any:

(3) Government Contract or project involved:

(4) Government agency involved:

(5) Amount of fine imposed:

(6) Exculpatory Information:

DECLARATION

I, _____, the _____
(Print name of person responsible for submitting proposal) (Title with proposing entity)

of _____ (hereinafter, "Proposer")
(Print Name of Proposing Entity)

Declare under penalty of perjury that the above information is true and correct.

Executed this _____ day of _____ at _____
(month and year) (city and state)

By: _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

END OF DOCUMENT