

REQUEST FOR TOWING AND STORAGE SERVICES

**CITY OF COMMERCE
2535 Commerce Way
Commerce CA 90040**

KEY DATES:

Issuance of Request by City	Wednesday, February 7, 2018
Deadline Questions/Clarification	Wednesday, February 28, 2018
Deadline for Submitting Complete	Friday, March 10, 2018

**Dates Subject to Change*

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CITY OF COMMERCE

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

I. INTRODUCTION

The City of Commerce ("City") is requesting proposals from qualified towing vendors to provide vehicle towing and secure storage services on an exclusive or semi-exclusive basis to the City of Commerce for vehicles seized, or otherwise impounded by the Los Angeles County Sheriff's Department, and vehicles impounded at the direction of the City's Public Safety Officers. The City invites qualified vehicle towing and secure storage service operators to submit proposals to provide these services. The City will consider awarding at least one (1) exclusive but no more than three (3) semi-exclusive Towing Services Agreements in total.

The Towing Services Agreement awarded to the firm(s) with the selected proposal (hereafter referred to as the "Towing Service Provider") will be for an initial two (2) year term, with the City having the exclusive option to extend the Towing Services Agreement for two (2) one-year extension terms subject to the same terms and conditions.

By the issuance of this request, City notwithstanding, and notwithstanding the timely submission of proposals by interested proposers, City shall be under no obligation to award any contract, nor shall it be under any obligation to award more than one contract, but may award more than one contract at its sole discretion. City shall also be under no obligation to extend the term of any contract beyond the initial base term or beyond the first of the two extension terms.

A. BACKGROUND

The City of Commerce has not awarded a franchise for vehicle towing and secure storage services in the past. The City of Commerce is hereby soliciting proposals from qualified towing service operators to provide vehicle towing and secure storage services commencing upon City Council final approval. Proposer(s) who are awarded a contract by the City will be required to execute a contract services agreement (the "Towing Services Agreement") with the City of Commerce in the substantive form of the Towing Services Agreement attached hereto as Attachment 1. City reserves the right to make modifying and/or clarifying edits and technical corrections to the form of the Towing Services Agreement attached as Attachment 1 prior to the award of any contract and/or as a condition to the award of any contract. By submitting a proposal, a proposer agrees to the terms of the Towing Services Agreement as set forth in Attachment 1, including but not limited to provisions relating to required insurance and indemnification, defaults and breaches of the agreement, maximum rates charges to persons whose vehicles are towed and other performance standards set forth therein. If a proposer's written proposal is premised and conditioned upon the City agreeing to modify, amend or strike any one or more of the terms of the template

Towing Services Agreement, then the proposer shall clearly and expressly state in its proposal which provision it proposes to modify, amend or strike as part of its proposal and the proposal shall also explain why such changes are necessary and how the best interests of the City are furthered and/or safeguarded notwithstanding the proposer's requested changes. The failure to identify any provision as a provision the proposer wishes to modify, amend or strike as part of its proposal, shall mean that the proposer accepts the Towing Services Agreement and the provisions contained therein in their current form and is willing and able to perform under the Towing Services Agreement under the terms of the provision as is. In such event, City shall be under no obligation to entertain post-award modifications, amendments or deletions of any provision of the template Towing Services Agreement. The foregoing notwithstanding, proposer must understand that the more a proposal deviates from the baseline requirements as articulated in the template Towing Services Agreement, the less favored the proposal will be.

As part of this request for proposals for Vehicle Towing and Secure Storage Services (the "Request"), City staff has developed specifications that take into consideration, among other things, the community's convenience, the City of Commerce's needs, the Los Angeles County Sheriff's Department's efficiency requirements, and the towing service's responsiveness to this. City staff has developed baseline requirements which are set forth in the as well as evaluation criteria to be used to determine which proposal(s) offer(s) the best value based on multiple factors set forth under Subsection C of this Article.

B. REQUEST

This Request includes instructions on the preparation and submission of proposals as well as the baseline requirements for each proposal. The Request packet also includes forms that must be completed by each proposer and submitted along with all other requested materials.

1. Submission of Proposals

Proposals must be submitted to the City, care of the Office of the City Clerk ("City Clerk") located at Commerce City Hall, 2535 Commerce Way, Commerce, California 90040. The City Clerk's Office is open from 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding City observed holidays. **Proposals must be submitted and in the possession of the City Clerk no later than 3:00 pm on Friday, March 10, 2018 (the "Submission Deadline").** Proposals received by the City Clerk after the Submission Deadline will not be considered. The City also reserves the right to extend the Submission Deadline at any time and for any reason, including for the purpose of requesting additional information from proposers. With respect to timely submitted proposals, the City reserves the right to waive irregularities and waive informalities or defects in any or all responses. The proposer, or an employee or officer of the proposer's company, must submit proposals personally.

The City Clerk will not accept proposals submitted by mail, overnight courier (e.g.,

UPS, FedEx etc.), or electronic mail. Each submitted proposal should remain valid and binding for a period of 120 days from the Submission Deadline. All Proposals and documents submitted will become the property of the City.

Proposals and related documents submitted by proposers shall become the property of the City and shall be regarded as public records of the City. Proposals and other materials submitted by a proposer may be disclosed to the public, except where applicable exemptions from disclosure apply as determined by the City or where the proposer has specifically marked a specific document as being confidential and/or proprietary. Such confidential documents may include financial information provided by the proposer to the City. The foregoing notwithstanding, proposals shall remain confidential until such time as the City Staff presents a list of responsive proposers to the City Council.

2. Evaluation of Proposals

The City Administrator, the Public Safety Department, and the City Attorney's Office shall undertake a preliminary review of all proposals. Based on the initial round of scoring, the City Administrator, or his representative or designee, may select certain proposers for interviews to explore further questions, obtain clarification and, if desirable, attempt to negotiate modifications or refinements to the proposal that may be in the best interest of the City. Based on the complete review and evaluation of all proposals, and the results of interviews, a list of responsive proposers will be generated ("Responsive Proposers List"), and the Responsive Proposers List shall be submitted to the City Council for consideration. Proposers that are rated as not Responsive (e.g., due to the proposer's failure to submit all of the required information or due to the proposer's inability to satisfy the baseline requirements of this proposal) will not be presented to City Council as a Responsive Proposer. The City Council may accept or reject the determinations and/or evaluations of the City Administrator in whole or in part. The City Council may also reject, approve or conditionally approve the award of any one or more contracts to proposer(s) on the Responsive Proposers List in the best interests of the City, and in an effort to secure one, or more, Towing Service Provider(s) who offer the best value to the City. Additionally, the Los Angeles County Sheriff's Department may review the City-recommended Responsive Proposers List in order to make a recommendation to City Council as to whether the proposers are [on the official Los Angeles County Sheriff's Department and California Highway Patrol approved towing company list](#).

3. Questions and Requests for Clarification

All inquiries or comments regarding the RFP, or the scope of work requested thereunder, must be in writing and should be directed to Laura Tilley, Public Safety Manager, 2535 Commerce Way, Commerce, CA 90040, or at laurat@ci.commerce.ca.us.

All questions and/or requests for clarification regarding the RFP or the scope of work requested thereunder must be submitted in writing and received no later

than 6:00 p.m. on February 28, 2018 (the "Question Submission Deadline"). The City will be under no obligation to respond to questions or requests for clarification submitted after the Question Submission Deadline.

Written questions or requests for clarification may be submitted via personal delivery or overnight courier (e.g., UPS and FedEx) or via electronic mail. The City shall be under no obligation to accept, consider or respond to questions or requests for clarification that are submitted verbally. Responses to questions and requests for clarification shall be communicated in writing and posted on the City's internet homepage.

4. Submission of Written Objections

If a proposer objects to the rating of a proposer as Responsive or Not Responsive, then the objecting proposer may submit written objections to the City Administrator. Persons who have not submitted a proposal are not eligible to submit written objections but may offer public comment at the meeting of the City Council where the award of one or more contracts will take place. The submission of such objections shall be subject to the following procedures:

- a. Objections must be submitted in writing with the Office of the City Clerk within seven (7) calendar days after the submission of the Responsive Proposers List to the City Council. Such written objections must be submitted by or before 12:00 p.m. by personal delivery, U.S. mail or overnight courier. Objections submitted after the 7th-day objection period will be deemed untimely and the City reserves the right to disregard such untimely objections. Objections postmarked or submitted with an overnight courier prior to the submission deadline for objections but received by the City Clerk after the submission deadline for objections has passed will also be deemed untimely.
- b. The written objection **should** state, in detail and with specificity, the grounds for the objection and include, all facts, supporting documentation, legal authority and/or argument(s) in support of the objection. Any objections or concerns not set forth in the written objection packet submitted with the City Clerk shall be deemed waived. All factual contentions must be supported by competent and credible evidence as opposed to hearsay or rumor. A proposer who submits written objections shall also include any and all records, documentation or other corroborating evidence which supports the objection.
- c. The written objections must include the name, address and telephone number of the objector as well as the primary contact person for purposes of obtaining additional information or clarification. The proposer filing a written objection must also deliver or mail a copy of all materials filed with the City Clerk to the proposer who is the subject of the written objection. Proposers whose proposals are the subject of a written objection may submit rebutting statements and evidence by or before the hearing upon which the City Council will be asked to consider the

award of one or more contracts.

- d. The Advisory Committee and the City Council will take any objections under consideration as part of any final decision to award any one or more contracts under this Request.
- e. All of the foregoing notwithstanding, all proposers are advised that this Request is intended to give the Advisory Committee and the City Council the broadest discretion possible to award a contract for motor vehicle towing and secured storage services. No one factor or set of factors, whether positive or negative, shall necessarily be determinative or dispositive as to the City Council's final decision to award one or more contracts. Both the Advisory Committee and the City Council will weigh and consider a multiplicity of factors (as well as pluses and minuses) in an attempt to determine which proposer or set of proposers offer the City the best overall value and serves the best interests of the City. While the City encourages proposals that meet or exceed all of the baseline requirements of this Request, the City reserves the right to award one or more contracts to proposers whose proposals may not necessarily satisfy every baseline requirement. The Advisory Committee and the City Council further reserve the right to condition the award of any one or more contracts on a proposer's willingness to modify or amend their proposal in a manner that provides the City with the best value in the judgment of the City Council. While the Advisory Committee will score proposals in determining which proposers will comprise the Responsive Proposers List submitted to the City Council, the City Council reserves the right to reject the Advisory Committee's evaluation or determinations on any one or more factors and may also give greater weight to one factor or set of factors over another in making its final decision. Again, the City intends to give itself the broadest discretion possible in making any final decision to award a contract

C. METHOD OF ELECTION

1. BASELINE REQUIREMENTS

Proposers must meet the following requirements, collectively referred to as the "Baseline Requirements," to be considered a Responsive Proposer to this RFP. Those proposers who do not meet the following Baseline Requirements as of the date proposals are submitted will not be presented to the City Council on the Responsive Proposers List:

- 1. Minimum and Other Requirements as prescribed in Sections I and II of the City of Commerce Contract Tow Services and Facilities Inspection Checklist ("Inspection Checklist"), attached hereto as Attachment 2.
- 2. Minimum Insurance Requirements as prescribed in the Insurance Requirements Checklist ("Insurance Checklist"), attached hereto as

Attachment 3.

3. Currently, or be able to, by the start date of the Agreement, be on the approved Los Angeles County Sheriff's Department and CHP authorized tow list.
4. Have a Primary Storage Facility within eight (8) miles of the corporate boundaries of the City of Commerce.

2. FACTORS WEIGHED AND CONSIDERED

For those proposers that meet the Baseline Requirements, the City will take into consideration the following additional information when selecting the proposal(s) which provide(s) the City with the best services and value. Each proposal must provide detailed information sufficient for the City to evaluate the proposer's capability to provide its vehicle towing and secure storage services. **Accordingly, in addition to the Submittal Requirements detailed under Section (H), below, proposals should include truthful, accurate and detailed information concerning the following:**

1. The size, age, condition, accident history, safety, upkeep and state of the art character of the proposer's vehicle fleet and related equipment; the proposers program for conducting routine vehicle and equipment safety inspections; and the proposer's degree of readiness to deploy such vehicles and equipment in satisfaction of the Towing Services Agreement as of the date of the award.
2. The size, condition, security and state of the art character of the proposer's secured vehicle storage facilities; the readiness of the facilities to receive and securely store vehicles referred by the Los Angeles County Sheriff's Department and City of Commerce Code Enforcement as of the date of the award; the proximity of those facilities within eight (8) miles of the corporate boundaries of the City of Commerce whether the facilities are owned outright by the proposer or occupied pursuant to a lease or license and the duration of the lease or license; status of lease (in breach or default); the facilities' days and hours of operation and staffing levels during such days and hours of operation; and the facilities policies and procedures for engaging and informing members of the public who are attempting to retrieve their vehicles during business hours or during hours when the facilities are closed for business.
3. Policies and protocols for safeguarding vehicles as evidence and for cataloging and securing any personal property evidence within the vehicles which may be needed for potential criminal prosecutions; Policies for cataloging, safeguarding and returning personal property contained within a motor vehicle, especially when such personal property is not relevant to any criminal prosecution.

4. The character and integrity of the proposer, its principals, officers, managers and/or employees is critically important to the City of Commerce. With respect to this evaluation please provide responses to the following requested information:
 - a. Disclose any history of (i) criminal or other illegal conduct or illegal business practices; (ii) unethical and/or predatory business practices; and (iii) poor, nonresponsive and/or discourteous customer service as to the public agencies served or as to the persons whose vehicles have been towed within the past Ten (10) years. This includes the firm itself, the principals of the firm, and officers of the firm and key managerial personnel.
 - b. Disclose the firm's policy for screening tow truck drivers for criminal conduct, alcohol abuse and controlled substance use, and protocols for routinely testing for alcohol abuse and controlled substance use.
 - c. Describe driver recruitment and training policies, including, but not limited to, policies for training tow truck drivers and impound yard personnel to provide courteous, honest and ethical services to persons whose vehicles have been impounded.
 - d. Disclose whether or not the firm is or has been in default or breach under any similar towing and secure storage services with any other public agency within the past Ten (10) years. State whether any such agreement has been terminated for cause in the past Ten (10) years and, if so, explain the underlying grounds for the public agency's termination of the firm's agreement for cause.
5. The knowledge and familiarity of the officers, key managers and employees of your firm, including drivers, with the California Vehicle Code, specifically, provisions relating to the services contemplated under this Request, including but not limited to provisions of the California Vehicle Code relating to the safe and lawful towing, impoundment and secure storage of motor vehicles and the lawful operation of facilities where impounded vehicles are stored.
6. The proposer's impound policies and practices and impound rates and the strategies the proposer has in place to facilitate the speedy and cost-effective return of vehicles to persons whose vehicles have been impounded so as to minimize the accrual of costly impound fees.
7. The financial strength of the proposer to provide the quality, scope and scale of service called for under this Request, including written proof in the form of proposer's financial records that show to the satisfaction of the City that the proposer has the financial resources and ability to perform under the Towing

Services Agreement and provide the quality, scope and scale of services requested in a consistent and reliable manner throughout the term of the Towing Services Agreement or any extension term. In this regard, information such as the amount of any existing debt burdens, pending uninsured liability claims and/or access to lines of credit or other sources of funding will be helpful in allowing the Advisory Committee to evaluate the proposer's financial strength or weakness.

8. The proposer's record of performance with respect to prior contracts or services with the City and/or other municipalities within the past Ten (10) years.
9. Information regarding similar services performed for municipalities and other public agencies within the previous Ten (10) years.
10. The proposer's business plan and strategy for satisfying the performance requirements of the Request and the terms of the Towing Services Agreement.
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 Request. Proposers are strongly encouraged to meet or exceed the baseline requirements of this Request.
12. Knowledge of City codes and procedures.
13. Projected response time to calls for service.

Each proposal should contain specific and detailed explanations and information as to each of the factors listed above and explain in detail and with specificity how the proposer meets or exceeds the requirements of this Request as to each such category. Proposals should avoid being too general or too ambiguous in providing such explanation and information. Proposals should divulge whether or not a proposer has the ability to meet or exceed a requirement of the Request at the time the proposal is submitted or whether such ability to meet or exceed the requirement is something the proposer merely hopes to achieve by the time work is to commence and if the proposer is not currently able to meet or exceed a certain requirement the proposal should indicate what concrete steps the proposer has taken and will take to meet or exceed the requirement before work is to commence. City reserves the right to modify the requirements of this Request at any time.

3. SELECTION OF PROPOSERS

The City reserves the right to reject any and all proposals, to waive any informalities and/or defects in any proposal, and to select the Proposal that provides the City the best value and serves its needs best in the judgment of the City. Proposals will be considered only in their entirety. Late proposals will not be considered. 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 determination as to which proposal provides optimal combination of beneficial factors. The City Council's final 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(s) provide(s) the best value and offers the optimal combination of factors.

The City reserves the right to interview some proposers and not others following an initial review of proposals and further reserves the right to select only one or more proposers for final City Council consideration and approval following interviews.

The Advisory Committee and the City Council reserve the right to further negotiate the specific requirements and compensation structure with selected proposer(s) in the interest of securing the best terms for the City and the public.

D. COST OF REQUEST PREPARATION & PROPOSAL PROCESSING FEE

1. Cost of Request Preparation. Each proposer shall be solely and exclusively responsible for any costs or other expenses incurred by the proposer in participating in the Request process, which costs include without limitation, costs associated with preparing a proposal; cost associated with preparing for, or attending, interviews; costs associated with providing any supplemental information requested by the Advisory Committee or the City Council; costs associated with obtaining any and all certifications, bonds or insurances called for under the Request; and costs associated with engaging the City in the negotiation of terms and conditions, including attorney costs. The City accepts no financial responsibility for any such costs incurred by the proposer, regardless of whether a proposer is or is not recommended for approval and regardless of whether a proposer is or is not finally awarded a contract by the City Council. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the proposer, except that proposals that are untimely submitted to the City shall be returned to the proposer

E. PUBLIC RECORD

All proposals submitted in response to this Request will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and/or confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under the "**Confidential**

Information" Section below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute confidential or proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

F. CONFIDENTIAL INFORMATION

The City reserves the right to make copies of Proposer's proposal available for inspection and copying by members of the public, (including proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the California Public Records Act (Govt. Code Section 6250 et seq.) or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5th day following City's issuance of the notice of intent to disclose; (ii) ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

G. DISCRIMINATION

The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, veteran status, or any other protected class in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

H. SUBMITTAL REQUIREMENTS

This Request is intended to assess each firm's general capabilities as they would apply to the City and to evaluate specific responses to the expected scope of work. Each Proposer must address each of the following items in their response to this Request.

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 in specific detail the background and experience of your businesses principals, officers and key managerial staff as relates to the provision of vehicle towing and secure storage services in general and for public agencies in particular. Please also provide the business contact information of all of the foregoing, the address of the specific business location from which each will work as well as their address, phone, fax and e-mail addresses.
4. Provide detailed information addressing all factors to be considered by the City as listed and described in Section C(2) above.
5. Provide a minimum of three and a maximum of five references for similar contracts performed within the past Ten (10) years paying particular attention to those in Commerce and its vicinity. Include the address, current phone number, name and title of the person to be contacted.
6. Describe your firm's approach to the scope of work.
7. Describe your firm's ability to perform the requested services as outlined in this Request, including experience and credentials of the personnel who will be assigned to manage operations in the City of Commerce.
8. Complete and provide the forms attached to this Request as Attachments 2 through 9:
 - a. Attachment 2 -Towing Services & Facilities Inspection Checklist
 - b. Attachment 3 - Insurance Requirements Checklist
 - c. Attachment 4 - Civil Litigation History/Civil Litigation Certification
 - d. Attachment 5 - Criminal Convictions Certification
 - e. Attachment 6 - Disclosure of Contacts with City Council Members
 - f. Attachment 7 - False Claims/False Claims Act Certification
 - g. Attachment 8- Non-Collusion Affidavit
 - h. Attachment 9- Performance Bond

Each proposer shall also be required to procure a faithful performance bond in the form set forth in Attachment 9 of this Request. Said faithful performance bond must be executed and in place by or before the execution of the Towing Services Agreement. The City shall be under no obligation to execute the Towing Services Agreement until such time as the performance bond is executed and City further reserves the right to reject the proposer if the proposer fails to secure and execute a performance bond.

I. FORMAT FOR PROPOSAL SUBMITTAL

Limit your proposal to thirty **(30) typed pages** or less (excluding cover letter, table of contents, dividers and attachments) with minimum font size of 12 point. Resumes of principals, officers and key managers will not count toward the page limit. Proposals should include a detailed proposed scope of work, specifically detailing the various services and tasks to

be performed by the proposer if awarded a contract, including procedures for performing such services and tasks.

Firms are required to adhere to the following format in their proposals:

- Letter of Transmittal
- Executive Summary
- Responses to Questions Posed in Section C(1) of Article 1, above.
- Resumes of principals, officers and key managerial personnel
- List of all municipalities/public agencies for which similar services were provided over the past 10 years.
- References plus contact information for such references.
- Current and complete schedule of all rates, fees, charges, deposits or other sums persons whose vehicles are towed and stored must pay to the proposer in order to secure the release of their vehicle.
- Completed Forms (Attachment 2-9)

J. SUBMITTAL INSTRUCTIONS

Submit twelve (12) copies of Proposals to the address below by 5:00 pm on Monday, March 10, 2018. Late proposals will not be accepted.

City of Commerce
Attn: Lena Shumway,
Director of Administrative Services & City Clerk
2535 Commerce Way
Commerce CA 90040

K. CERTIFICATION

By submitting a proposal, Proposer certifies that it has fully read and understands this Request and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this Request. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this Request, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

II. GENERAL PROVISIONS

A. SERVICES TO BE PERFORMED

The Towing Service Provider shall furnish towing and secure storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the City of Commerce. 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 City of Commerce personnel, other impoundment of vehicles as directed by City of Commerce, and necessary service to heavy duty vehicles on the highways. City of Commerce personnel includes personnel from the Los Angeles County Sheriff Department serving the City of Commerce.

B. CONDUCT

The Towing Service Provider shall conduct business in an ethical, lawful, competent and orderly manner so as to maintain the confidence and respect of the community and the integrity of law enforcement investigations. While Towing Service Provider 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, Towing Service Provider and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in an honest, competent, respectful and courteous manner. Statements and actions of the Towing Service Provider and its employees must be the result of considered judgment; not personal prejudice, bias or self-interest.

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

C. REGULATION

The Towing Service Provider 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 City of Commerce may prescribe governing the conduct of Towing Service Provider's operations under the Towing Services Agreement.

D. COOPERATION

Tow unit operators shall abide by the lawful decisions of all peace officers and law enforcement agents, including by the Los Angeles County Sheriff's Department, or employees of the City of Commerce, and shall cooperate in removing and/or in impounding vehicles.

E. SUPERVISION

The Towing Service Provider shall comply with all reasonable regulations imposed by the City on the Towing Service Provider's performance pursuant to the Towing Services Agreement. The Towing Service Provider shall further make all records, equipment and storage facilities related to Towing Service Provider's performance under the Towing

Services Agreement available for periodic inspection by the City of Commerce to determine if the facilities are in compliance with the rules and regulations of the City.

F. PRIORITY AND RESPONSE TIME

The Towing Service Provider shall furnish such services as requested by the City of Commerce and noted in the Towing Services Agreement at any time during the day or night and shall:

1. Give priority to City of Commerce calls when requested;
2. Maintain sufficient personnel and equipment to provide for a maximum response time of twenty (20) minutes, except as otherwise provided herein;
3. Notify the City of Commerce upon receipt of request for tow when a tow unit cannot respond immediately and give an estimated time of arrival; and
4. The Towing Service Provider shall provide immediate response whenever requested to respond to the scene where a child or animal is locked in a car or other emergency of such type.

G. ADMINISTRATION

The City Manager or his or her designee shall administer the Towing Services Agreement on behalf of the City and the Towing Service Provider shall abide by the directions and decisions of Los Angeles Sheriff's Department or City personnel at the scene of a call.

H. SETTLEMENT OF DISPUTES

Should there be any dispute between the Towing Service Provider and owner of the vehicle over charges made for services rendered under the Towing Services Agreement, such dispute shall be decided by the City Administrator or his or her designee and the Towing Service Provider shall make no demands upon the owner of the vehicle for sums in excess of the amount determined to be reasonable by the City Administrator or his or her designee. The City Administrator or his or her designee may hold an administrative hearing if any party to the dispute so requests.

I. CITY NOT LIABLE

The City shall not be responsible to the Towing Service Provider for payment of towing, removal, or storage charges. The Towing Service Provider shall look to the owner of the vehicle for payment of applicable fees, charges or deposits or other sums payable for the towing and/or storage of a vehicle.

J. REPORTS TO BE MADE TO CITY

The Towing Service Provider shall provide the City of Commerce on the fifteenth (15th) day of each month, or quarterly (at the City's discretion), with a written list of all vehicles removed or impounded during the past month pursuant to the Towing Services Agreement. This list shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police report number. The list shall also include an inventory of all personal property contained within each

impounded vehicle. The Towing Service Provider shall also provide at the same time, a list of all vehicles currently on the Towing Service Provider's premises that were removed from a traffic accident site handled by the City of Commerce. This list shall also include vehicle license number, date of storage, reason for storage, and Police report 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 Towing Service Provider 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. The monthly report shall be signed under penalty of perjury by the Towing Service Provider's principal or primary manager for the performance of work under the Towing Services Agreement.

Towing Service Provider shall notify the City Administrator 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 Towing Service Provider designee or his employees to be a City of Commerce employee. Franchisee shall comply with all State law requirements relating to the sale of impounded vehicles, including all required notices and shall maintain true and correct copies of all such records which shall be provided to the City on a monthly (or quarterly, if City so requires) basis along with the report referenced in the prior paragraph.

K. INSURANCE AND INDEMNITY REQUIREMENTS

1. INSURANCE

The Franchisee shall procure and maintain for the term of the Franchise Agreement and any extension terms the insurance as required in this section. Franchisee shall not commence work under the Franchise Agreement until proof of all required insurance has been provided to and accepted by the City to its reasonable satisfaction. The Franchisee shall file with the City Administrator, or his or her designee care of the City Clerk, a policy or duly authorized certificate of liability insurance insuring the City of Commerce, its officers, agents and employees, against liability. The Franchisee shall procure and maintain the following varieties of insurance:

- a. **Workers' Compensation Insurance** as required by the State of California, and employer'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. **Commercial General Liability Insurance** in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. Such insurance shall be per occurrence, not on a claims-made basis.
- c. **On Hook Physical Damage Liability Insurance** with limits not less than \$150,000 per vehicle.
- d. **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.

e. **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 Commerce, its officers, officials, employees, and volunteers are covered as additional insured's 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 Commerce, 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 Commerce, 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 Lynwood.

f. **Subcontractors:** Franchisee shall not be allowed to cause, allow, permit or assign the services of subcontractor(s). The City reserves the right to select and appoint alternate towing companies in the future, or may select and appoint alternate towing companies during this selection process.

g. **Verification of Coverage**

- 1) Towing Service Provider 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 Commerce before work commences under the Towing Services 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 Towing Service Provider 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 Towing Service Provider 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 Towing Service Provider shall be withheld until City receives required evidence that coverage has been restored.

- h. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- i. All policies required pursuant to this section shall be submitted to the City Administrator, care of the City Clerk.

2. **Indemnification.**

- a. Towing Service Provider agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, attorneys, agents and volunteers (collectively, the "Indemnities"), at Towing Service Provider's sole expense, from and against any and all lawsuits or other legal proceedings, claims, causes of action, losses, liabilities, penalties, forfeitures or actions of any kind asserted against any or all of the Indemnities arising out of the performance of Towing Service Provider, its officers, employees, representatives, agents and/or subcontractors under in the performance of the Towing Services Agreement, excepting only such claims or actions which may arise out of sole or active negligence of the Indemnities. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Towing Service Provider, 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 Towing Service Provider, its employees, and/or authorized subcontractors 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 Towing Service Provider's proposal, which shall be of no force and effect. The indemnification requirements set forth herein are a material term of this Request and the inability or failure of a Towing Service Provider's insurance carrier(s) to provide coverage for liabilities covered by the indemnification requirements of this Request shall not serve as a basis for waiving or limiting the scope of the indemnification requirements.
- b. The Towing Service Provider's obligation to defend, hold harmless, and indemnify shall not be excused because of the Towing Service Provider's inability to evaluate liability or because the Towing Service Provider evaluates liability and determines that the Towing Service Provider is not liable to the claimant. The Towing Service Provider 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 Towing Service Provider 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 Towing Service Provider by virtue of the Towing Services 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 Towing Service Provider accepts or rejects the tender of defense, whichever occurs first.

- c. With respect to third party claims against the Towing Service Provider, the Towing Service Provider 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 Towing Service Provider at any time at its sole discretion, and in such case Towing Service Provider will pay all fees, costs and charges for such separate legal counsel as such costs and charges are invoiced by City's separate legal counsel, not at the conclusion of any litigation or settlement.
- e. Subcontractors: Franchisee shall not be allowed to cause, allow, permit or assign the services of subcontractor(s). The City reserves the right to select and appoint alternate towing companies in the future, or may select and appoint alternate towing companies during this selection process.
- f. Damage by Towing Service Provider: If the Towing Service Provider or its officers, employees, agents, volunteers or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Towing Service Provider 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 Towing Service Provider for any such injury, damage or loss. With the prior written approval of City, Towing Service Provider may repair the damage at Towing Service Provider's sole cost and expense.
- g. Tort Claims Act: This RFP and the Towing Services Agreement shall in no way act to abrogate or waive any immunity available to the City under the Tort Claims Act of the State of California.

L. TOWING SERVICE PROVIDER'S RECORDS, ETC. OPEN TO INSPECTION

All records, equipment, and storage facilities shall be open to periodic inspection by the City Manager or his/her designee(s). Any defaults on the part of the Towing Service Provider shall be promptly cured as provided under the default provisions of the Towing Services Agreement and subject to the City's right of termination or suspension of the Towing Service Provider's ability to perform under the Towing Services Agreement.

M. IMPOUND REPORTS

A Towing Service Provider tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report (CHP 180). The impounding employee shall retain the original copy of the Impound Report. Towing Service Provider

shall retain a copy of the Impound Report (CHP 180) for two years. The garage's copy of the Impound Report (CHP 180) shall be used to record the vehicle release information in the appropriate space provided in the Impound Report. True and correct copies of all such reports shall be provided to the City Manager on a monthly basis.

N. NOTIFICATIONS

The Towing Service Provider'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 Towing Service Provider shall notify the City of Commerce 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 (7) calendar days.
2. All vehicles originally impounded with a criminalistics/evidentiary hold, but that have remained in storage with a hold beyond seven (7) calendar days, Towing Service Provider shall notify the City of Commerce 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 Towing Service Provider'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. All proposals shall include a true and correct copy of the proposer's schedule of fee, charges, deposits and other costs imposed upon any person whose vehicles are towed and/or stored by the proposers in the performance of the Towing Services Agreement.

Exceptions:

1. When a release request is made within the first "hour of storage", the storage fee may be waived, at the discretion and approval of the City Administrator. Waiver of fees shall not be automatic, and acts of fault, and/or acts of willfulness or negligence shall be considered for this purpose.
2. When a release request is made within 24 hours, only one day's 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 (8 a.m. to 5 p.m.) of the following day.

P. LIEN ON STORED VEHICLES

The Los Angeles County Sheriff's Department personnel or a City of Commerce employee or agent 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 Towing Service Provider 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 City Administrator or his or her designee has the authority to settle all disputes arising from actions by the Towing Service Provider. The decision of the City Administrator or his or her designee shall be binding on all parties involved. Inquiries pertaining to the conduct practices, and regulation of the Towing Service Provider may be referred to the City of Commerce, 2535 Commerce Way, Commerce California 90040 (323) 722-4805.

R. CITY VEHICLES

The Towing Service Provider shall provide, at no cost to City, routine roadside service including, but not limited to, towing service, battery services, tire changes, to all vehicles owned by the City of Commerce up to and including one (1) ton rated vehicles at the request of the City Administrator or his or her designee whenever such vehicles require such service within the City of Commerce or within five (5) road miles of the corporate limits of the City.

S. TRAFFIC ACCIDENT SCENE CLEANUP

At the request of the Los Angeles County Sheriff's Department, or authorized City of Commerce employee or agent, the Towing Service Provider shall dispatch a tow unit to the scene of a traffic accident and shall remove all glass and other debris deposited upon the roadway.

T. FAX MACHINE

The Towing Service Provider shall maintain an operating fax machine or similar transmittal device at all times during the term of the Towing Services Agreement or any extension term and such device shall be operational at all times. In lieu of a fax machine an electronic email that can also receive photographs (JPEG or PDF) is acceptable.

U. TOXIC MATERIALS

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

V. COLLECTION OF FEES

The Towing Service Provider 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, or quarterly basis at the discretion of the City.

W. LICENSES, CERTIFICATES AND PERMITS

As of the submission date of the a proposal, a proposer shall hold and maintain in good standing throughout the term of the Towing Services Agreement and any extension term all State and county licenses, certificates and permits required to perform the types of services contemplated under this Request and the Towing Services Agreement. As of the effective date of the Towing Services Agreement, a Towing Service Provider and all its drivers performing on the Towing Service Provider's behalf under the Towing Services Agreement shall procure and maintain in good standing throughout the term of the Towing Services Agreement any extension term, all City of Commerce licenses and permits requested under the Commerce Municipal Code and all drivers shall maintain appropriate driver licenses issued by the State of California. In addition, the Towing Service Provider 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 Towing Services Agreement.

X. BACKGROUND INVESTIGATION AND FEE REQUIRED

Prior to the award of the Towing Services Agreement, the Los Angeles County Sheriff's Department shall conduct or have conducted a background investigation of the business, its principals, and its tow truck drivers. The Towing Service Provider awarded the Towing Services Agreement shall be responsible to notify the Los Angeles County Sheriff's Department and the City of Commerce whenever a new driver is assigned to tow requests from Los Angeles County Sheriff's Department. All new tow drivers shall be subject to background investigation.

Y. FEES

Fees charged for calls originating from the City of Commerce Public Safety personnel or the Los Angeles County Sheriff's Department shall be reasonable, valid, and not in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person.

- 1) Reasonableness shall be determined as compared to other similar service rates.
- 2) Validity shall be based upon the following: telephone quotes, invoices, posted rates, charges to retail customers, etc.

The City reserves the right to increase the amount of the these fees no more than once each calendar year during the initial term or any extension term of the Towing Services Agreement and no earlier than the 1st anniversary of the effective date of the Towing Services Agreement. Increase shall be sufficient to account for the increased cost of the City's administration of the towing program but in no event may any single increase exceed an amount equal to five percent (5%) of the prior fee amount.

Fee payments per vehicle towed and/or impounded shall be paid on a monthly or quarterly basis with payments received no later than the fifteenth (15th) of the month. If the deadline falls on a day in which the City is closed for business the deadline shall extended to close of business of the next day immediately following in which the City is open for business.

In the event a Franchisee fails to timely pay any sums due the City, such failure shall constitute a default under the Towing Service Provider Agreement and such default

must be cured within the applicable cure period set forth in the Towing Services Agreement. In addition, the City will assess a late fee of one hundred (\$100). If the outstanding sums as well as the late fee remain unpaid after the conclusion of the applicable cure period, interest on the unpaid sums and the late fee will accrue simple interest at a rate equal to the lesser of the following until paid in full: Twelve percent (12%) per annum or the maximum rate permitted by applicable law. In addition to the late fees and interest accrual set forth above, failure to make Fee payments on time shall constitute cause for the suspension of the Towing Service Provider's right to tow vehicles for the City as well as the termination of the Towing Services Agreement outright if such default is not timely cured as provided under the Towing Services Agreement.

Towing Service Providers shall also be required to maintain a business license with the City and the duty to pay any and all business license taxes due shall be a separate obligation of the Towing Service Provider. Nevertheless, the failure of the Towing Service Provider to maintain a business license and pay any and all business license taxes shall also constitute grounds for the suspension and/or termination of the Towing Services Agreement.

III. TOWING PROVISIONS

A. PLACE TO WHICH VEHICLES SHALL BE TOWED

When impounded by the Los Angeles County Sheriff's Department or City of Commerce Public Safety personnel, vehicles shall be taken to the Towing Service Provider's primary secured storage facility or such other location as the Los Angeles County Sheriff's Department or City of Commerce may lawfully designate. If neither the owner nor the driver nor Los Angeles County Sheriff's Department or City of Commerce personnel specifies a destination, is unable to do so, or is not at the scene of removal, the Towing Service Provider shall tow the vehicle to Towing Service Provider's Primary Storage Facility. In no case shall Towing Service Provider use coercion or pressure of any kind upon the owner or driver of a vehicle to have the vehicle towed to Towing Service Provider's own storage yard or garage.

B. EVIDENCE TO BE SAFEGUARDED

The Towing Service Provider shall take all reasonable precautions required by the Los Angeles County Sheriff's 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, without charge. 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 City Administrator or his or her designee and at half of that hourly rate for each additional half hour or fraction thereof over the first hour.

D. ROTATION SYSTEM (Minimum of Two Towing Service Providers)

At such times that the City has more than one (1) Towing Service Provider operating on a semi-exclusive basis to provide vehicle towing and secured storage services to the City, the dispatcher shall place service calls to the Towing Service Providers based on the following rotation system:

1. ROTATION LIST

Each Towing Service Provider shall be placed on a "rotation list" in an initial order to be determined by the Los Angeles County Sheriff's Department and/or City of Commerce personnel. The rotation list shall be used whenever a driver or owner of a disabled vehicle is unable to specify a particular garage or tow service, or whenever an authorized Los Angeles County Sheriff's Department or City of Commerce employee requests the storage or impounding of a vehicle.

2. TURNS IN ROTATION

Each Towing Service Provider shall be called, in turn according to the established rotation list, to respond to a request for towing service and, when in turn, shall have exclusive right to provide service as follows:

- a. The Towing Service Provider at the top of the order on the rotation list shall have preference to tow all vehicles from a specific scene, provided that Towing Service Provider responds with all equipment needed to accomplish the tows within the response time specified herein.
- b. Whenever a Towing Service Provider cannot respond with all equipment needed to accomplish all tows at a specific scene within the response time specific herein, the next Towing Service Provider on the rotation list shall be called to provide service to the remaining vehicle(s).

3. LOSS OF TURN IN ROTATION

Whenever a Towing Service Provider cannot, for any reason, respond with any equipment needed to accomplish the requested service within the response time specified herein, that Towing Service Provider shall be passed over and the next Towing Service Provider on the rotation list will be called. The Towing Service Provider shall become eligible to provide service again only in its next turn in rotation.

4. EXCEPTIONS

- a. Whenever the driver or owner of a disabled vehicle specifies a particular club, association or tow service to be called to provide service, such calls shall not constitute a "rotation" call.
- b. Whenever an Los Angeles County Sheriff's Department employee determines

that an emergency exists because a Towing Service Provider is unable, for any reason, to provide adequate tow service, the Los Angeles County Sheriff's Department or City of Commerce employee or agent shall have the right to have such duties performed by any other means available.

- c. Whenever a Towing Service Provider is called to tow or service a City vehicle within the City's corporate limits, such call shall not constitute a "rotation" call.
- d. Whenever a Towing Service Provider is called to tow or service a vehicle and the call is cancelled by the Los Angeles County Sheriff or City of Commerce personnel or agents before the Towing Service Provider can provide the service, that call shall not constitute a "rotation" call.

IV. STORAGE PROVISIONS

A. STORAGE LOT(S)

The Towing Service Provider shall provide a total storage capability for at least one hundred and fifty (150) vehicles. Should Towing Service Provider provide only one lot, all standards applicable to sections B and C of Article IV below shall apply. Otherwise, Towing Service Provider shall comply with sections B, C and D of Article IV below with respect to the lots described in said paragraphs.

B. PRIMARY STORAGE LOT

The Towing Service Provider shall at all times provide and maintain a Primary Storage Facility with a minimum storage capacity of one hundred (100) vehicles dedicated to the storage of vehicles from Los Angeles County Sheriff's Department and City of Commerce pursuant to the Towing Services Agreement. The Primary Storage Facility shall be no more than eight (8) miles from the corporate boundaries of the City of Commerce.

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 security system and 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.

C. INVESTIGATIVE HOLD AREA AND VEHICLES

The Towing Service Provider shall maintain an area at its Primary Storage Facility for vehicles held for criminal and/or evidentiary examinations. 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 City Manager or his or her designee) with remote access controlled by the dispatcher.
3. All entries shall be documented to identify the vehicle seen by, 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 two (2) vehicles at any one time
5. The only persons authorized to enter an Investigative Hold Area are the Towing Service Provider employees and concerned law or City enforcement employees.
6. Garage employees shall not remove property from vehicles being held for criminal and/or evidentiary purposes.
7. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible Los Angeles County Sheriffs 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 Towing Service Provider records.

Vehicles being held for Vehicle Code (VC) 22651 (0) (No Current Registration); VC22651 (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 criminal 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 an authorized Watch Commander.

D. SECONDARY STORAGE LOTS

The Towing Service Provider shall provide a total storage capability for fifty (50)

vehicles in a Secondary Storage Facility. All Secondary Storage Facilities shall be inspected and approved by the City Administrator or his or her designee prior to use. A secondary Storage Facility is a designated location used by the Towing Service Provider as a yard or lot for the temporary storage of impounded vehicles. All Secondary Storage Facilities shall be within eight (8) miles of Towing Service Provider'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 (\$1,000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles with appraised values over one thousand dollars (\$1,000.00) with the prior written approval of the City Administrator 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.

E. STORAGE OF VEHICLES

All vehicles towed or stored by the Towing Service Provider under the Towing Services 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 Towing Service Provider shall provide security to all primary and secondary storage facilities sufficient to reasonably preclude theft or damage to stored vehicles and as hereinafter provided.

F. ENCLOSING 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 fence at least six (6) feet in height, having a gate or door of adequate width and equivalent height. The fence shall be screened 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 Towing Services Agreement; any damage shall be repaired promptly within twenty-four (24) hours of notice of such damage.

OFFICE

The office space at the Primary and Secondary Storage Facilities shall be neat in appearance, clean and painted.

G. RESPONSIBILITY FOR VEHICLE, ACCESSORIES, AND PERSONAL PROPERTY

The Towing Service Provider shall be responsible for vehicles and accessories while in Towing Service Provider's possession. The Towing Service Provider 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 or comparable form. No articles shall be removed without first obtaining written authorization from a Los Angeles County Sheriff's Department officer or City of Commerce employee, as appropriate. Any articles removed for any reason shall be noted by the authorizing Los Angeles County Sheriff's Department officer or City of Commerce employee, as appropriate. The Towing Service Provider 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 Towing Service Provider'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 (CHP 180) report or similar report.
2. Implement controls to inform Towing Service Provider'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.

I. PROTECTION AND HANDLING OF VEHICLES

It is the responsibility of the Towing Service Provider to protect all vehicles, vehicle parts and/or attached accessories impounded by peace officers or City 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 criminal/evidentiary hold on the vehicle without the prior approval of the concerned law enforcement personnel. The Towing Service Provider's garage employees from other impounded vehicles may remove vehicle parts and/or attached accessories for safekeeping. When the Towing Service Provider'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 (CHP 180).
2. Implement controls to inform the Towing Service Provider'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. Properly inform 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 Towing Service Provider. Criminal/evidentiary or statutorily held vehicles shall not be available for release until Los Angeles County Sheriff's Department personnel have given written authorization to the Towing Service Provider.

The Towing Service Provider, 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 Towing Service Provider employees, shall only be conducted within the confines of a storage facility and in the presence of a witnessing employee.

J. RELEASE OF VEHICLES

A dispatcher shall be responsible for releasing vehicles between the hours of 8 a.m. and 5 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 5 p.m. and 8 a.m. Any vehicle impounded in connection with a special event, as designated by the City Administrator 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, licensed driver checkpoints, parades and the like.

K. REGULATION

The Towing Service Provider 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 Los Angeles County Sheriff's Department may, from time to time, prescribe governing the conduct of the Towing Service Provider's operations under the Towing Services Agreement

L. TOWING SERVICE PROVIDER'S AUTHORIZED RATES AND CUSTOMERS

As set forth in this Request, above, each proposer shall submit a schedule of rates, fees, charges, deposits and other costs which the proposer charges to persons whose vehicles are towed and/or stored at its facilities. It is the desire and objective of the City to ensure that persons whose vehicles are towed and/or stored are not needlessly, unreasonably or unfairly burdened with excessive costs for the towing, storage and/or

release of their vehicles. Accordingly, during the initial term of the Towing Services Agreement, a Towing Service Provider may only make one written request for the increase of any single rate, fee, charge, deposit or other costs set forth in the schedule submitted as part of the proposal and such request may be granted, denied or conditionally granted by the City in its sole and absolute discretion.

The Towing Service Provider may request one additional set of adjustments after the conclusion of the initial term of the Towing Services Agreement, in the event the City proposes to extend the life of the Towing Services Agreement beyond the initial term, provided that no such increase shall exceed an amount equal to five percent (5%) of the existing rate, fee, charge, deposit or other cost.

City in its sole and absolute discretion may also authorize or deny the establishment of any new type of rate, fee, charge, deposit or other charge not otherwise covered under the approved schedule of rates, fees, charges deposits or other costs.

All requests for the adjustment of existing rates, fees, charges, deposits or other charges set forth in the proposers schedule for the same and all requests for the establishment of new types of rates, fees, charges, deposits or other charges shall be submitted to the office of the City Administrator. Verifiable profit or loss information may be required prior to any adjustment. No increase shall take effect until after the issuance of a written approval by the City Administrator or his or her designee.

Towing Service Providers may not impose rates, fees, charges, deposits or other costs other than those set forth in the schedule approved by the City as part of the award of the Towing Services Agreement or by later action of the City.

All bills given to persons whose vehicles are towed and/or stored shall be itemized in a format approved by the City in advance of the commencement of the services to be performed under the Towing Services Agreement.

V. STAFFING PROVISIONS

A. SUFFICIENT PERSONNEL

The Towing Service Provider shall have sufficient personnel on duty at all times to:

1. Receive calls from the Los Angeles County Sheriff's Department communications center and City of Commerce enforcement personnel;
2. Dispatch tow units;
3. Provide security at all storage sites; and,
4. Provide such services as may be required under the Towing Services Agreement

B. DISPATCHER

A dispatcher shall be on duty in the Towing Service Provider's office seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from Los Angeles County Sheriff's Department and its communications center and City of Commerce Public Safety personnel, dispatch tow units, provide security for stored

vehicles, and perform such other tow related services as may be required by the City Administrator or his or her designee. A dispatcher shall be responsible for releasing vehicles between the hours of 8 a.m. and 5 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 5 p.m. and 8

a.m. Any vehicle impounded in connection with a special event, as designated by the City Administrator 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 Towing Service Provider 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 Towing Service Provider shall be responsible to provide the nametag.

C. TIMEKEEPING AND DELAYS

The Towing Service Provider 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 Towing Service Provider Facility with the vehicle.

The Towing Service Provider shall ensure that a sufficient number of tow units and tow unit operators are available at all times to meet the needs of all Los Angeles County Sheriff's 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 Los Angeles County Sheriff's 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 Towing Service Provider 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 Towing Service Provider within forty-eight (48) hours of receiving such notification.

D. OPERATORS

The Towing Service Provider 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 City Administrator or his or her designee whenever they are performing services in response to a call from the Los Angeles County Sheriff's Department or City of Commerce personnel. A nametag/badge identifying the operator by

first name shall be worn on the operator's outer most shirt or jacket.

VI. VEHICLES AND EQUIPMENT PROVISIONS

A. TOW UNITS RADIO EQUIPMENT

The Towing Service Provider 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 Towing Service Provider may also have transmitting capabilities on local government frequencies for emergency contact with Los Angeles County Sheriff's Department communications center.

B. DISPATCHER'S OFFICE RADIO COMMUNICATIONS

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

1. Tow Trucks.

- a. The Towing Service Provider shall maintain a minimum of three (3) 14,000 to 19,500 Gross Vehicle Weight (GVW) manufacturer rated tow trucks with wheel lift capabilities. 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. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity.

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

The Towing Service Provider shall maintain a minimum of one (1) 14,000 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 Los Angeles County Sheriff's 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 unladen, in excess of 10,000 pounds; or a combination of commercial trailers; vehicle is longer than thirty (30) feet in length (including tongue); vehicle is wider

than eight (8) feet in width utilizing a fifth wheel hitch or pintle; the condition or position of the vehicle to be removed necessitates Heavy-Duty towing equipment. The Towing Service Provider may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in the Towing Services Agreement.

c. All trucks used in performing towing services under the Towing Services 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% 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.
 - o) Broom and dustpan
 - p) Shovel

C. TOW TRUCK PARKING

The Towing Service Provider 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 Towing Services 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 %) inches, but not in excess of four (4) inches in height. Tow units may be marked with an official seal of the City of Commerce in a conspicuous place as reviewed and approved by the City Administrator or his or her designee.

CITY OF COMMERCE TOW LISTING APPLICATION

BUSINESS		
1. BUSINESS NAME AND MAILING ADDRESS	TELEPHONE NUMBER	
	2. DAY	
	3. NIGHT	
4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE		5. AUTOMOBILE CLUB AFFILIATIONS
6. DO YOU HAVE 24 HOURS A DAY SERVICE DYES D NO		7. YEARS IN 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		DYES D NO
VEHICLE STORAGE		
9. PRIMARY STORAGE YARD (COMPLETE ADDRESS)	DOWNED FROM D LEASED D RENTED MILES	DIISTANCE Commerce _____
10. SECONDARY STORAGE YARD (COMPLETE ADDRESS)	DOWNED FROM O LEASED D RENTED MILES	DISTANCE Commerce
11. IS STORAGE YARD FENCED (6'), LIGHTED? DYES O NO		
12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR? DYES D NO		
13. IS THERE A SECURE INVESTIGATIVE HOLD AREA? DYES O 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 COMMERCE? DYES D NO		
16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN LCOMMERCE? DYES D NO		
17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY? DYES D NO		
18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY DYES D NO		
TOW TRUCKS		
<div style="display: flex; justify-content: space-between;"> D CLASS A (14,000-19,500 GVWR) j D CLASS B (19,501- 33,000 GVWR) </div> <div style="display: flex; justify-content: space-between;"> D CLASS C (33,001- 50,000 GVWR) D CLASS D (OVER 50,001) </div>		
19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER? DYES D NO		