



City of Desert Hot Springs
Police Department

Deputy Chief of Police Steven Shaw
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REQUEST FOR PROPOSALS
Towing Franchise Services

Closing Date: ~~April 19, 2024, 5:00 P.M.~~
Extended to May 8, 2024, 5:00 P.M.

Due Date:	04/19/2024 5/8/2024
Time:	5:00 P.M.
Project:	Towing Franchise Services

The prospective supplier shall submit a fully executed sealed proposal, to be received no later than 5:00 P.M., on ~~April 19, 2024~~ May 8, 2024. Sealed proposals shall be submitted to:

Jerryl Soriano, City Clerk
City of Desert Hot Springs
11-999 Palm Drive
Desert Hot Springs, CA 92240

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
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CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
NOTICE INVITING SEALED PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Desert Hot Springs (“City”) will be accepting sealed proposals for the following: Towing Franchise Services

Proposals must be received by the City Clerk, Jeryl Soriano, at the City of Desert Hot Springs, 11999 Palm Drive, Desert Hot Springs, California 92240, no later than April 19, 2024, at 5:00 P.M. All Envelopes containing a proposal must have printed on the outside, “Sealed Proposal – Do Not Open with Regular Mail.”

The Proposer shall include in its proposal the following background information:

1. Business Name
2. Year Established
3. Former Business Name
4. Business Address
5. Telephone Number
6. Type of Service Particularly Qualified to Perform
7. Names of Principals and Professional Status of Each Principal
8. Number of Staff Available for Tow and Storage Services
9. Outside Associates Usually Retained to Assist in the Business
10. Completed Tow Services Programs/Projects
11. Largest Tow Services Contract in the Last Five Years
12. Financial Capability
13. Bank References
14. Proof of Desert Hot Springs Business License

No proposal shall be considered unless it is made on the proposal form furnished by the City of Desert Hot Springs and is made in accordance with the provisions of the Request for Proposal. All proposals must be labeled Towing Franchise and the proposal price shall be firm for ninety (90) days from date of the proposal opening in order to permit staff evaluation and City Council award. The City of Desert Hot Springs reserves the right to reject any or all proposals in whole or in part, and may waive any irregularities or informalities in any proposal to the extent permitted by law, and when the public interest will be served thereby.

Bid packages are available online at www.cityofdhs.org.

Steven Shaw
Deputy Chief of Police
City of Desert Hot Springs Police Department

Publish:
Provide proof of publication

CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT

GENERAL INFORMATION

INTRODUCTION:

This Request for Proposals (“RFP”) is to solicit proposals from experienced professional contractors for Towing Services for the City of Desert Hot Springs (“City”). Franchises will be awarded to one (1) contractor. The contract period shall be one year.

LOCATION:

Towing services will be provided at various locations on public and private property as designated by the Police Department throughout the City.

PROPOSAL SELECTION AND AWARD:

The City of Desert Hot Springs reserves the right to:

1. Reject any or all proposals; or
2. Accept the proposals that are in the best interests of the City.

In reviewing the duly submitted proposals, the City may consider such factors as follows:

1. Quality of Performance with Previous Clients
2. Specialized Experience in the Type of Service Required
3. Record of Accomplishing Work on Time and Within Financial Parameters
4. Recent Experience Showing Accuracy of Cost Estimates
5. Evidence of Sensitivity to Citizen Concerns
6. Geographic Location of Primary Offices
7. Approach to Program
8. Costs
9. All Other Criteria Set Forth in this Request for Proposal

The form of the Tow Services Agreement by and between the City of Desert Hot Springs and tow service provider shall be identical and in the same form as the Tow Services Agreement attached hereto as Attachment “A” and incorporated herein by this reference.

Notification of award shall be mailed by the City of Desert Hot Springs to the proposer by first class mail, after a public hearing held in accordance with the City’s Municipal Code. All proposals shall be kept on file in the Police Department as a public record. The City of Desert Hot Springs Police Department has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City’s selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Proposers acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Proposer shall identify those services that will be outsourced to a subconsultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to subconsultants. The prime proposer is also responsible for paying its employees and any subconsultants the prime proposer hires.

Any and all costs incurred responding to this RFP, conducting demonstrations or any other related activities, shall be borne by the Proposer and the City shall not be liable for any of these costs.

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposer's own risk and proposer cannot secure relief on the plea of error.

This RFP does not obligate the City to accept or contract for any expressed or implied services.

The City reserves the right to request any Proposer submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public record upon contract award.

The City reserves the right to cancel this RFP at any time.

The City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

All comments or questions from proposers to the City must include company name, address, phone and fax number, and contact person, must be submitted in writing and received by no later than **5:00 p.m. on ~~April 19, 2024~~ May 8, 2024** (“Addenda Due Date”), and must be submitted via the following approved written methods addressed to Deputy Chief Steven Shaw:

1. At sshaw@dhspd.com or
2. Via mail, as long as the correspondence is received and date stamped by the City on or prior to the Addenda Due Date.

Any questions raised verbally shall not be addressed by the City. Submittal of written comments or questions shall not be considered by the City unless submitted in an approved method on or before the Addenda Due Date. Written comments or questions received via approved method within the time prescribed herein will be addressed by the City’s issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the City to revise any part of this RFP, or to provide clarification or additional information after this RFP has been issued, a written addendum will be sent to each recipient of record. Recipients of record shall consist of proposers on the original “bidders” mailing list, or proposers that have requested RFPs and have provided pertinent contact information in writing to the City. Addenda will also be posted and published on the City’s website, www.cityofdhs.org, as well as everywhere else the RFP was originally posted and published. Though the City shall mail out any addenda to RFP recipients of record, and in addition will post any addenda information on the City website and publish and post in accordance with the above, as soon as it becomes available, it shall be the responsibility of the proposers to maintain current, up to date contact information with the City if any addenda are to be mailed. All addenda shall become part of the RFP.

ATTACHMENT "A"

TOW SERVICES AGREEMENT

This Tow Services Agreement (hereinafter, "Agreement" or "AGREEMENT") is made and entered into this ____ day of _____ 2024 ("Effective Date"), by and between the City of Desert Hot Springs, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the "CITY" or "City," and _____, a _____, hereinafter referred to as "CONTRACTOR."

RECITALS:

WHEREAS, the City solicited proposals from qualified vehicle towing companies which included, but was not limited to, CONTRACTOR; and

WHEREAS, based on CONTRACTOR's qualifications and experience, the CITY determined that CONTRACTOR is uniquely qualified to perform the services described in this Agreement; and

WHEREAS, on _____, 2024, the City Council of the City of Desert Hot Springs authorized the CITY to enter into this Agreement for vehicle towing services; and

WHEREAS, this Agreement applies only to vehicles towed and/or stored at the request of the POLICE DEPARTMENT or its designee; and

WHEREAS, the CITY shall request vehicle towing services and storage services by CONTRACTOR.

1. DEFINITIONS:

- A. The term "CITY" shall mean the City of Desert Hot Springs, State of California, and its duly authorized employees, agents, assignees, or designees.
- B. The term "CONTRACTOR" shall mean tow service providers and their duly authorized employees, agents, assignees, or designees.
- C. The term "AGREEMENT" shall mean the Tow Services Agreement entered into by and between the City of Desert Hot Springs and a tow service provider referred to herein as CONTRACTOR.
- D. The term "POLICE DEPARTMENT" shall mean the City of Desert Hot Springs Police Department.
- E. The term "CONTRACT ADMINISTRATOR" shall mean the City of Desert

Hot Springs Chief of Police or his authorized designee.

- F. The term "VEHICLE CODE" shall mean the State of California Vehicle Code.

2. TERM OF AGREEMENT:

- A. The term of the AGREEMENT shall be for a total period of one (1) year commencing on the Effective Date.

3. FEES PAYABLE TO CITY:

- A. CONTRACTOR agrees to pay to CITY that amount of franchise fees in accordance with VEHICLE CODE Section 12110 which provides that "*a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity . . . may not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program.*"
- B. The total amount of franchise fees that the CONTRACTOR shall pay to CITY in advance during the term of the AGREEMENT is the amount of Thirty-Five Thousand Dollars (\$35,000.00). In addition, for vehicles impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6, CONTRACTOR shall pay to CITY Two Hundred Twenty-Six Dollars (\$226.00) for every vehicle impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6. This amount represents a reasonable estimate of the actual and reasonable costs incurred by CITY with regard to vehicles impounded or forfeited pursuant to VEHICLE CODE Sections 14602.6 and 14607.6. The parties agree that such amounts are reasonable estimates. Attached hereto as Addendum "A" and incorporated herein by this reference is a summary of an estimate of the total costs incurred by CITY in connection with the towing program and the parties hereto agree that said costs are reasonable.
- C. Payment of the total amount of annual franchise fees due to CITY by CONTRACTOR for each term of the AGREEMENT shall be made quarterly in accordance with Section 5.32.180 of the CITY Municipal Code.. With regard to those fees paid by CONTRACTOR for the costs incurred by CITY for vehicles impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6, CONTRACTOR shall pay all fees on a monthly basis and not later than thirty (30) days after collection of the storage fees by CONTRACTOR.
- D. All payments made pursuant to the AGREEMENT shall be made payable to the "City of Desert Hot Springs" and directed to the attention of the

CONTRACT ADMINISTRATOR and shall not be made contingent on any payments due or paid to CONTRACTOR for the actual tow and/or storage of any vehicles. With regard to vehicles impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6, the actual source of storage fee payments shall have no bearing on CONTRACTOR's duty to pay CITY under the AGREEMENT and shall include proceeds that CONTRACTOR may receive from an auction or other sale of a forfeited vehicle. Contractor may prorate payment to CITY to reflect 1/3 or 33% of total proceeds of sale up to Four Hundred Fifty Dollars (\$450.00) for vehicles impounded pursuant to Vehicle Code section 14602.6 and 14607.6 and in no event shall payment to CITY exceed Two hundred twenty-six dollars (\$226.00) per vehicle.

4. RATES CHARGED BY CONTRACTOR TO VEHICLE OWNERS:

A. Rates Charged:

- (1) The rates charged by CONTRACTOR to vehicle owners for tow and storage services are set forth in the "Rate Schedule" which is attached to the AGREEMENT as Addendum "B" and incorporated herein by this reference.
- (2) Even when tow and storage services are specifically requested by CITY, CONTRACTOR acknowledges that it shall charge vehicle owners only for its tow and storage services incurred pursuant to the terms and provisions of the AGREEMENT. At no time shall CONTRACTOR hold CITY liable for any tow or storage services incurred pursuant to and during the term of the AGREEMENT even when such services are requested by CITY. It is specifically acknowledged by CONTRACTOR that the vehicle owner shall be solely responsible for such charges.
- (3) The rates set forth in the "Rate Schedule" shall apply to CONTRACTOR's services for tow and storage for the one (1) year period of the AGREEMENT and thereafter unless otherwise adjusted by and between CITY and CONTRACTOR as set forth in Section 3 of the AGREEMENT.
- (4) CONTRACTOR shall not make any demand upon the owner of the vehicle for a sum in excess of the rates set forth in Addendum "B" to the AGREEMENT.

B. Posting of Rate Schedules:

- (1) CONTRACTOR shall post and maintain a sign or signs which have been approved by the CONTRACT ADMINISTRATOR in a conspicuous place or places on CONTRACTOR's premises where owner re-claims his/her

vehicle and in a location designated by the CONTRACT ADMINISTRATOR which gives notice of:

- a. The approved "Rate Schedule" for tow and storage services under the AGREEMENT as set forth in Addendum "B" to the AGREEMENT;
- b. The method of payment(s) which are acceptable by CONTRACTOR which include credit cards and U.S. currency;
- c. A written receipt shall be supplied by CONTRACTOR for the amount of payment received;
- d. The telephone number and address of the CONTRACT ADMINISTRATOR; and
- e. The address where a vehicle owner may address his/her complaints regarding CONTRACTOR's tow and/or storage services.

5. SCOPE OF SERVICES:

A. Compliance with Law:

- (1) CONTRACTOR shall have a valid City of Desert Hot Springs business license and shall, at all times, keep himself fully informed of and shall, at all times, be informed of and shall comply with all Federal, State and County laws, Municipal Code provisions, Ordinances and Regulations, and all VEHICLE CODE Sections which are in force or become effective during the term of the AGREEMENT which, in any manner, affect tow services or the storage of vehicles.
- (2) CONTRACTOR shall acknowledge that it is the public policy of the City that all persons be free from all forms of arbitrary discrimination, including discrimination based upon sex, marital status, race, color, religion, ancestry, national origin, physical disability, sexual orientation, and domestic partnership status and that it agrees that it will conduct all its business activities pursuant to the AGREEMENT in accordance with the City's nondiscriminatory policy.

B. Personnel:

- (1) CONTRACTOR shall provide a contract manager or foreman who can communicate effectively both in written and oral English. This

person shall represent the contractor and be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the Police Department Deputy Chief at the start of the contract term. The City must be notified in writing within five (5) days of any change in either the primary or alternate contact person.

- (2) The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operations of this contract. Any order or communication given to the manager or alternate shall be deemed as delivered to the Contractor.
- (3) Contractor personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which contain the company name, employee name and photo of employee.
- (4) Personnel assigned to this contract shall not be incompetent, disorderly, troublesome, intemperate or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the City's designated representative, shall be discharged or removed from work on City jobs immediately.
- (5) CONTRACTOR shall retain an adequate number of trained and properly licensed personnel assigned to perform the work described in the AGREEMENT in accordance with VEHICLE CODE Sections 12520 and 12804.9.
- (6) CONTRACTOR shall agree to provide a copy of the AGREEMENT to each of CONTRACTOR's employees and obtain each employee's signature on the AGREEMENT on an Acknowledgement form as set forth below.

ACKNOWLEDGEMENT

BY SIGNING THIS ACKNOWLEDGEMENT, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT AND THAT ANY VIOLATION OF SAID TERMS AND PROVISIONS OF THIS AGREEMENT MAY RESULT IN IMMEDIATE TERMINATION OF MY EMPLOYMENT.

Employee's Signature

- (7) CONTRACTOR shall retain all employee-executed copies of this Acknowledgement and provide the same to the CITY upon request.
- (8) The failure of CONTRACTOR for any reason to immediately terminate an employee who has violated the terms of the AGREEMENT shall constitute a breach of this agreement subject to section 4(J).

C. Notice to Vehicle Owners and/or Department of Justice

- (1) CONTRACTOR shall notify the registered or legal owner of all vehicles towed and/or stored pursuant to the AGREEMENT and in accordance with all relevant provisions set forth in the VEHICLE CODE.
- (2) If the registered or legal owner of a vehicle is unable to be located by CONTRACTOR, then CONTRACTOR shall notify the Department of Justice in accordance with all relevant provisions set forth in the VEHICLE CODE.
- (3) It shall be CONTRACTOR's sole and exclusive responsibility to notify each and every owner of vehicles towed and/or stored pursuant to the AGREEMENT of the costs incurred from its services and payable by the vehicle owner.

D. Lien Sales:

- (1) In the event a vehicle is not claimed by its owner after CONTRACTOR duly notifies the registered or legal owner pursuant to the relevant provisions set forth in the VEHICLE CODE, CONTRACTOR shall be able to facilitate or conduct a lien sale pursuant to VEHICLE CODE Sections 22851 et seq.

- (2) Any and all lien sales performed by CONTRACTOR shall be done in strict compliance with all applicable laws.
- (3) CONTRACTOR shall indemnify, defend and hold CITY, its officers, agents, employees, independent contractors, commission members, representatives, and volunteers, free and harmless from any and all liability, claims, suits, costs, expenses, fines, judgments, settlements, charges or penalties whatever (including but not limited to reasonable attorney's fees for counsel acceptable to CITY), regardless of the merit or outcome of the same arising out of, or in any manner connected with, any lien sale that CONTRACTOR facilitates, causes to be conducted or conducts .

E. Towing Operations:

(1) Scope of Responsibility:

It shall be CONTRACTOR's responsibility to perform the following at no cost to the CITY:

- a. Tow and store vehicles as requested by CITY including, but not limited to, the following;
 1. Vehicles taken into custody by the POLICE DEPARTMENT.
 2. Any and all vehicles requested to be towed and/or stored by the POLICE DEPARTMENT including CITY owned vehicles up to two hundred (200) miles round-trip beginning at the departure location of the tow truck;
 3. Vehicles abandoned in public places or on public property or private property within the jurisdiction of CITY so long as requested to be towed and/or stored by the POLICE DEPARTMENT pursuant to their enforcement powers of law;
 4. Vehicles seized and impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6; and
 5. Vehicles requested to be towed and/or stored pursuant to CITY's Vehicle Abatement Program.
- b. Remove all debris resulting from vehicle accidents; and

- c. Perform all necessary work preliminary to towing vehicles such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of certain vehicles.

(2) Response Time:

- a. CONTRACTOR shall respond immediately and at any and all times to requests for tow services of vehicles when such requests for tow services are made by the POLICE DEPARTMENT.
- b. The time period within which CONTRACTOR shall respond to requests for service by the POLICE DEPARTMENT by providing a tow vehicle at the response location shall be not greater than fifteen (15) minutes from the time of such requests.
- c. Upon receiving requests for tow service by the POLICE DEPARTMENT, CONTRACTOR shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.
- d. In the event CONTRACTOR is unable to respond to a request by the POLICE DEPARTMENT within the fifteen (15) minute time period, CONTRACTOR or its dispatcher shall notify the individual requesting the tow service and inform him/her that CONTRACTOR is unable to respond timely to the request and provide the reason therefor and an estimated time for arrival.
- e. If CONTRACTOR is unable to respond within the fifteen (15) minute time period due to conditions beyond its control, CITY shall have the right to request tow services from another tow operator. If CONTRACTOR is unable to respond within the fifteen (15) minutes time period due to any other reason, CITY shall have the right at its sole option to suspend further requests for towing services from CONTRACTOR until such time as CONTRACTOR notifies the CONTRACT ADMINISTRATOR that it is able to respond timely to CITY's tow service requests.
- f. In the event CONTRACTOR receives more than one (1) tow service request from the POLICE DEPARTMENT within the

same time period, CONTRACTOR shall respond to the first request then respond to the second request unless the second request involves a vehicle accident where the disabled vehicles are interrupting the flow of traffic or poses a threat to the safety of others.

- g. If no tow operator can respond within a reasonable time due to conditions beyond their control, the City may call any available tow operator. City may suspend this Agreement during an emergency or natural disaster.

(3) Inventory:

- a. A detailed written inventory of all personal property in any and all vehicles towed and/or stored and/or impounded by CONTRACTOR shall be completed by the POLICE DEPARTMENT or designees prior to the time of towing and/or storing the vehicle by the CONTRACTOR. The towing operator of CONTRACTOR shall complete and sign the appropriate section of said inventory form. A copy of the fully completed inventory form shall be given to the towing operator employed by CONTRACTOR who shall in turn give it to CONTRACTOR who shall retain it for as so long as the vehicle is in CONTRACTOR's possession and control.
- b. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by CONTRACTOR to the vehicle owner or his/her designated representative without the express written permission from the POLICE DEPARTMENT.
- c. If at any time an item of personal property is removed from a stored vehicle and placed in another location, CONTRACTOR shall prepare a receipt of said item, place a copy of said receipt in the stored vehicle, and provide a copy of said receipt to the POLICE DEPARTMENT.
- d. CONTRACTOR shall indemnify, defend and hold harmless CITY, its officers, agents, employees, independent contractors, commission members, representatives, and volunteers, free and harmless from any and all liability, claims, suits, costs, expenses, fines, judgments, settlements, charges or penalties whatever (including but not limited to reasonable attorney's fees for counsel acceptable to CITY), regardless of the merit or outcome of the same arising out of, or in any

manner connected with any damages or loss to vehicles or loss or damage to personal property located inside the vehicles arising or alleged to arise during CONTRACTOR's custody and possession of said vehicles.

F. Storage Operations:

(1) Scope of Responsibility:

- a. CONTRACTOR shall be responsible for all vehicles and their contents stored by CONTRACTOR including, but not limited to, personal property and vehicle accessories and equipment. CONTRACTOR shall be responsible for protecting these items against loss or damage from fire, theft, weather or any other causes.
- b. CONTRACTOR shall provide insurance coverage for any damage or loss to vehicles or personal property located inside any vehicles for the time period within which CONTRACTOR has possession of said vehicles.
- c. All vehicles taken into custody and stored by CONTRACTOR shall be stored without charge or cost to the CITY including those vehicles owned by CITY.
- d. Should any vehicles towed and/or stored by CONTRACTOR at the request of the POLICE DEPARTMENT appear suspicious due to altered license plates or Vehicle Identification Numbers, CONTRACTOR shall immediately upon tow or storage advise the POLICE DEPARTMENT of the suspicious vehicles.
- e. CONTRACTOR shall not permit any unauthorized person(s) into the area in which vehicles, which are towed or stored pursuant to the AGREEMENT, are kept. CONTRACTOR shall be fully and exclusively responsible for any items missing from these stored vehicles and for any consequences resulting from the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.
- f. CONTRACTOR shall take all actions and precautions necessary to protect all vehicles and their components such as their engines, trunks, and interior areas, from natural elements by closing the windows, doors, trunk lids, hoods, and, if necessary, covering the vehicle or parts thereof

exposed to the weather with plastic, canvas, or other waterproof covering.

- g. CONTRACTOR shall park all stored and/or impounded vehicles in such a manner so as to prevent any damage to them during the movement or the parking of other vehicles.
- h. In the event of loss or damage to a stored vehicle, its accessories and equipment, or personal property contained in the vehicle while said vehicle is in the custody of CONTRACTOR, CONTRACTOR and not CITY shall be solely and exclusively responsible to the registered or legal owner for any and all losses and/or damage.
- i. Personal property contained in vehicles stored by CONTRACTOR shall not be disposed of to defray any charges for the towing or storage of said vehicles. In the event the owner of said vehicle fails to contact CONTRACTOR within thirty (30) days after the date of notice to the vehicle owner of impound or storage in accordance with the provisions of the VEHICLE CODE, the vehicle, its accessories and equipment, and personal property shall be disposed of in accordance with all State, County, and Municipal regulatory requirements.
- j. CONTRACTOR shall comply with the requirement set forth in VEHICLE CODE Section 10652 regarding the reporting of stored vehicles in excess of thirty (30) days to the Department of Justice.
- k. Upon the request of the vehicle owner(s) or his/her authorized representative, CONTRACTOR shall not release the vehicle and/or the owner(s) personal property without the express written consent of the POLICE DEPARTMENT.
- l. Pursuant to a request by the vehicle owner(s) or his/her authorized representative for release of the vehicle and/or the owner(s) personal property and upon the express written consent of such release by the POLICE DEPARTMENT or its designee, upon proper payment therefor, CONTRACTOR shall release the vehicle and/or the owner(s) personal property at CONTRACTOR's primary storage facility during normal business hours which are between the hours of 8:00 a.m. to 5:00 p.m., Mondays through Fridays, except holidays. Said release shall be conditioned upon the showing of proof

of proper identification and authority by the owner or his/her designated representative. The removal of personal property items only from a stored vehicle should be released pursuant to this provision without reference to any costs or charges pending because of the tow or storage of said vehicle. Should the owner or his/her authorized representative request the release of the vehicle and/or personal property after normal business hours, there shall be an after-hours fee imposed by CONTRACTOR on the owner or his/her authorized representative in the amount of One Hundred Dollars (\$100.00).

- m. With regard to any and all vehicles impounded and stored by CONTRACTOR as evidence of a crime or which are involved in a pending investigation, CONTRACTOR shall take all reasonable steps to safeguard and protect the vehicle and all of its contents and to take all reasonable precautions required by the POLICE DEPARTMENT to avoid damage to any evidence such as fingerprints or stains contained in or on any and all stored vehicles and their parts.
- n. Vehicles taken into custody and stored by CONTRACTOR as evidence of a crime or which are involved in a pending investigation shall be locked securely and stored in a covered area separate from all other stored vehicles and which is protected against entry by unauthorized persons. CONTRACTOR shall be fully and exclusively responsible for any items missing from these stored vehicles and for the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.

(2) Storage Facilities:

- a. All vehicles impounded or taken into custody by CITY must be stored by CONTRACTOR in areas that are enclosed by substantial wire fences or walls that have gates or doors which lock. Such fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one (1) gate or door of adequate width and height. The bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. All fence or wall enclosures shall be maintained in good order throughout the term of the agreement. In the event said fences or walls are damaged in any way, CONTRACTOR shall repair said fences or walls within twenty four (24) hours from the time of

the occurrence of any damage to ensure proper protection of the stored vehicles.

- b. The CONTRACT ADMINISTRATOR or his designee reserves the right to implement and modify any security requirements should it become necessary in order to comply with local conditions.
- c. The CONTRACT ADMINISTRATOR or his designee reserves the right to inspect CONTRACTOR's vehicle storage facility at its sole discretion and at any time without notice to CONTRACTOR to ensure that CONTRACTOR maintains its facility in compliance with the requirements set forth herein.
- d. CONTRACTOR's storage facility shall comply with all zoning and other ordinance requirements of CITY.
- e. CONTRACTOR shall provide a primary storage site within the city limits of the City of Desert Hot Springs that shall provide enough space to maintain a capacity of one hundred (100) vehicles outside on a level and paved surface.

(3) Storage Facility Hours of Operation:

- a. CONTRACTOR's storage facility shall be open and supervised from the hours of 8:00 a.m. to 5:00 p.m., Mondays through Fridays, except holidays, and shall have a responsible person available on an on-call basis twenty four (24) hours per day, seven (7) days per week who is available to release vehicles or personal property to the rightful owner or the owner's representative.

G. Location and Maintenance of Premises:

- (1) CONTRACTOR shall maintain and provide a place of business and primary storage facility as described in (F) above within the established boundaries of CITY, for vehicles stored pursuant to the AGREEMENT.
- (2) The primary storage facility shall be located at the same location as the business address. If CONTRACTOR stores vehicles at a different location from the primary location, this additional location must be located not greater than ten (10) miles from the city limits of the City of Desert Hot Springs and the tow operator shall furnish to the CONTRACT ADMINISTRATOR the addresses of each and

every additional storage facility. CONTRACTOR shall provide each and every location of its storage facilities in the Proposal for Tow Services Agreement prior to the award of the AGREEMENT.

- (3) In the event any vehicles are stored at a location other than the primary storage facility, CONTRACTOR shall not charge registered vehicle owner(s) or his/her authorized representative or CITY for the additional distance traveled to and from the additional facilities.
- (4) All landscaped areas of CONTRACTOR's premises shall be maintained in a neat and orderly condition with the landscape in a healthy state and free of weeds and litter.
- (5) The unpaved storage space shall be kept free of litter, debris, and other materials, substances, or any automotive parts unless said parts are stored as evidence for the POLICE DEPARTMENT. CONTRACTOR shall comply with all CITY Municipal Codes and avoid contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by Federal, State, County or Municipal regulations.
- (6) All paved surface areas of CONTRACTOR's premises shall be in good repair without broken parts, holes, potholes, or litter. Any premises used for the storage of vehicles located in the City of Desert Hot Springs shall be landscaped according to CITY rules and regulations.

H. Abandoned Vehicle Abatement Program:

- (1) Under the terms of the AGREEMENT, CONTRACTOR will be responsible for providing the services of a driver and a tow truck for the removal of abandoned vehicles at such time they are requested by CITY. It is anticipated that this service will be required at least one (1) day each week but not more than two (2) days each week for a maximum of eight (8) hours per day.
- (2) CONTRACTOR shall not remove any abandoned vehicle without first being instructed to do so by an authorized representative of the POLICE DEPARTMENT or its designee.
- (3) Vehicles removed by CONTRACTOR pursuant to the CITY's Abandoned Vehicle Abatement Program shall be taken to a scrap yard or an auto dismantling yard and shall not thereafter be reconstructed or made operable. The payment for the salvage value of each removed abandoned vehicle shall be retained by

CONTRACTOR as total and final payment for CONTRACTOR's costs and services in connection with the removal of said vehicle and CONTRACTOR shall receive no other compensation from the sale of salvaged or abandoned vehicles.

- (4) CITY shall indemnify, defend and hold CONTRACTOR harmless from any and all liability, claims, damages or demands arising out of and in connection with CITY's designation of vehicles to be towed pursuant to the Abandoned Vehicle Abatement Program or the willful misconduct of CITY, its officers or employees pursuant to CITY's designation of vehicles to be towed pursuant to the Abandoned Vehicle Abatement Program.

I. Delegate or Assign:

- (1) CONTRACTOR shall give full attention to the faithful performance of the terms of the AGREEMENT. CONTRACTOR shall not assign or delegate any or all of the duties and responsibilities set forth in the AGREEMENT without the express and written prior approval by the City Council.
- (2) CONTRACTOR shall not, either legally or equitably, assign any of the monies payable to CONTRACTOR or CONTRACTOR's claims thereto under the AGREEMENT unless CONTRACTOR obtains prior written approval from City Council.
- (3) Nothing contained in the AGREEMENT shall create any contractual relationship between any subcontractor and CITY.

J. Termination of Agreement:

(1) Default:

- a. Should CONTRACTOR fail to perform any of the material terms, conditions, duties, and/or responsibilities set forth in this AGREEMENT including, but not limited to, failing or neglecting to furnish any of the services listed in the AGREEMENT at the prices indicated and at the times and places specified, failing to make any payments specified in the AGREEMENT for any period of time, or failure by the Liability Insurer to provide to CITY and the POLICE DEPARTMENT a Notice of Cancellation of any Insurance Policy required to be in effect pursuant to the AGREEMENT, CONTRACTOR shall be considered in default and in breach of the AGREEMENT on the date of notification by CITY.

- b. Should CONTRACTOR be considered in default and in breach of the AGREEMENT, CONTRACTOR shall have two (2) weeks to remedy its default and breach. If, after two (2) weeks, CONTRACTOR fails to remedy its default and breach, CITY or its designee may, after a duly noticed hearing held pursuant to Section 5.32.160 of the CITY Municipal Code, at its sole discretion after seven (7) days written notification to CONTRACTOR terminate the AGREEMENT in its entirety or terminate any and all items affected by such default and thereafter, whether or not the contract is terminated in whole or in part, procure services elsewhere without notice to CONTRACTOR.

(2) Termination in Best Interest of CITY:

- a. CITY or its designee may terminate the AGREEMENT pursuant to the approval of the City Council at any such time CITY or its designee determines that such termination is in the best interest of the CITY.
- b. Termination pursuant to this Section shall be performed without liability on behalf of CITY and any refund of any fees paid would be on a prorated basis. So long as requested by CITY, CONTRACTOR shall not charge CITY for continuing to hold vehicles and/or release vehicles in its possession pursuant to the AGREEMENT after termination of the AGREEMENT.
- c. Termination pursuant to this Section shall be effected after delivery to CONTRACTOR of written notification specifying the date such termination becomes effective. Written notice of termination shall be given at least thirty (30) days prior to the specified termination date.

(3) Temporary Suspension:

- a. The City Manager may temporarily suspend this AGREEMENT and may suspend CONTRACTOR from further requests for towing services without a hearing if CONTRACTOR fails to comply with any of the terms, conditions, regulations or requirements of this AGREEMENT or Chapter 5.32 of the CITY Municipal Code. All such suspensions shall be subject to Section 5.32.170 of the CITY Municipal Code. The temporary suspension shall remain effective until the decision on termination by the City Council

is made or unless the suspension is earlier lifted by written notice of the City Manager.

(4) Failure to Maintain Adequate Records:

- a. In the event CONTRACTOR fails to maintain the records required by the AGREEMENT and set forth in Section 6(L) of the AGREEMENT including, but not limited to, all gross receipts immediately available for audit, such failure shall be cause for immediate termination of the entire AGREEMENT by CITY without notice.

K. Equipment, Materials and Services:

- (1) CONTRACTOR shall either possess or be able to obtain the services or use of a Class "D" tow truck at all times during the term of this AGREEMENT.
- (2) In no case shall any tow vehicle dispatched by CONTRACTOR be rated at less than one ton capacity. CONTRACTOR shall dispatch tow vehicles of a sufficient rated capacity in order to handle all vehicle types and sizes referenced on the "Rate Schedule" attached as Addendum "B" to the AGREEMENT. Each vehicle shall be maintained in compliance with the provisions of Section 24605, 25253, 27700 and 27907 of the VEHICLE CODE.
- (3) All equipment, materials, or services furnished under this AGREEMENT shall be in complete compliance with presently existing and enforceable Federal, State, County and local Municipal regulations, standards, laws, ordinances, and statutes in any manner affecting performance and pricing under the AGREEMENT.
- (4) All equipment, materials, or services furnished under the AGREEMENT shall be in good working order and must meet or exceed specification requirements and current established noise limitations for specific equipment, materials, or services being furnished under the AGREEMENT.
- (4) CONTRACTOR shall arrange with the POLICE DEPARTMENT for the inspection of any and all new or replaced tow vehicles prior to placing said vehicles in service.

L. Accounting, Audits and Access and Retention of Records:

- (1) CONTRACTOR shall maintain at its primary place of business any records or all services furnished under the AGREEMENT including any books, documents, papers, invoices, or other records setting forth the description of vehicles, nature of service, and time and location of tow and/or storage service calls. Such records may be inspected at any time during normal business hours by CITY. In the event CITY requests copies of such records, CONTRACTOR shall furnish the records to CITY within five (5) working days of such request.
- (2) CONTRACTOR shall also keep accurate records of all gross receipts earned as a result of the business conducted under the AGREEMENT.
- (3) CONTRACTOR shall provide receipts to all customers and maintain all records relating to its operations including, but not limited to, receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees, and receipts shall be recorded by means of cash registers that shall be equipped with devices which lock in the totals. CONTRACTOR shall read and record the totals at the beginning and end of each calendar day. Such records must be available at all times and shall be subject to inspection, review, and audit during the entire term of the AGREEMENT by the CONTRACT ADMINISTRATOR, the City Finance Director, or his/her representative. Such audits may be conducted at the discretion of the CONTRACT ADMINISTRATOR or the Finance Director either unannounced or by appointment without the necessity of subpoena. CONTRACTOR's failure to maintain the records required by the AGREEMENT including, but not limited to, all gross receipts immediately available for audit, shall be cause for immediate termination of the entire AGREEMENT by CITY without notice.
- (4) "Gross receipts" is defined as all revenues received from tow and related services, storage, lien sales, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by CONTRACTOR as a result of business conducted under the AGREEMENT. All charges shown on invoices and other records are to be explicit in detail thereby explaining the reason for the amount specified therein.
- (5) At the request of the POLICE DEPARTMENT, CONTRACTOR shall furnish to the POLICE DEPARTMENT, within five (5) working days of such request, a written list of all vehicles that have been towed by

the CONTRACTOR under the AGREEMENT. Such list shall indicate the police case number, the date of tow, the storage location of each vehicle if applicable, dates of storage if applicable, and the vehicle make, model, license number, vehicle identification number, and the name of the owner if determined.

- (6) On a monthly basis, CONTRACTOR shall provide to CITY a written summary of all vehicles stored pursuant to the AGREEMENT including, but not limited to, the police case number, the date of tow, the storage location of each vehicle, dates of storage, and the make, model, license number, vehicle identification number, and the name of the owner if determined.
- (7) CONTRACTOR shall, within twenty four (24) hours of receipt of complaints, submit to the POLICE DEPARTMENT written notification of any complaints made to CONTRACTOR regarding the performance of its tow and storage services, or concerning the rates, charges or fees, or any claims or legal actions filed, delivered, or served upon or instituted against CONTRACTOR or any of its agents, officers or employees.
- (8) CONTRACTOR shall maintain all records referenced herein for at least three (3) years after the final payment and all other pending matters are closed. Nothing in this requirement shall be construed to diminish, in any way, CITY's right to conduct an audit pursuant to this Section

M. Faithful Performance Bond:

- (1) CONTRACTOR shall furnish, within ten (10) working days after award of the AGREEMENT, a Performance Bond in the amount of Thirty Thousand Dollars (\$30,000), or equivalent security in such form as is acceptable to CITY.
 - (2) CONTRACTOR shall maintain the validity and enforcement of the Performance Bond or other security for the duration of the AGREEMENT. The Performance Bond shall be issued by a surety company licensed to conduct business in the State of California.
- (4) Any disputes arising over the performance and/or cancellation of the AGREEMENT by the CITY are appealable to the CONTRACT ADMINISTRATOR by written notice of appeal from CONTRACTOR.

N. Insurance Requirements:

- (1) CONTRACTOR and any subcontractor shall maintain and keep in full force and effect insurance including, but not limited to, insurance required pursuant to VEHICLE CODE Section 16500.5 and the following:
 - a. Liability and Property Damage Insurance that will:
 1. Protect CONTRACTOR and CITY from claims under the Workman's Compensation Act;
 2. Protect CONTRACTOR and CITY from claims for damages for personal injury including but not limited to death; and
 3. Protect CONTRACTOR and CITY from claims for damages to any property belonging to CITY or privately owned property which may arise from operations under the AGREEMENT, whether such operations are provided by CONTRACTOR, a subcontractor, or anyone directly or indirectly employed by either CONTRACTOR or sub-contractor.
- (2) CONTRACTOR shall meet all insurance requirements of CITY as set forth in the "Terms for Insurance" which is attached to the AGREEMENT as Addendum "C" and incorporated herein by this reference. The insurance requirements of CITY shall include, but not be limited to, the provision of personal and property liability insurance, commercial automobile insurance, and Workman's Compensation insurance.
- (3) All required insurance policies shall name CITY as an additional insured.
- (4) Current Certificates of Insurance and endorsements for any and all insurance required by CITY pursuant to the AGREEMENT shall be submitted to CITY prior to award of the AGREEMENT unless such Certificates are already on file with CITY.
- (5) The expiration dates of all insurance policies shall be provided to CITY.
- (6) Each Certificate of Insurance shall contain a provision that coverage afforded under the policies will not be canceled unless CITY and the

POLICE DEPARTMENT are notified in writing of said cancellation by insurer at least thirty (30) days prior to the effective date of cancellation of the insurance policy. Failure of Insurer to provide the required notice of cancellation to CITY and POLICE DEPARTMENT shall be considered a default of the AGREEMENT and grounds for termination of the AGREEMENT in accordance with Section 6(J)(1) of the AGREEMENT.

O. Hold Harmless/Indemnification:

- (1) CONTRACTOR shall indemnify, defend, and hold CITY, its officers, agents, employees, assigns, independent contractors, commission members, representatives, and volunteers, free and harmless from any and all liability, claims, suits, costs, expenses, fines, judgments, settlements, charges or penalties, demands, damages or injuries to any property and/or persons (including but not limited to reasonable attorney's fees for counsel acceptable to CITY and injury to CONTRACTOR's employees, agents, and/or assigns), regardless of the merit or outcome of the same arising out of, or which are alleged to arise from or are connected with the performance of or failure to perform under this AGREEMENT, or are caused or claimed to be caused, by an act of CONTRACTOR, its officers, agents, assignees, or employees, including but not limited to all costs and expenses of investigation and defending against same with counsel acceptable to CITY.

P. Independent Contractor:

- (1) It is understood and agreed that CONTRACTOR is, and at all times shall be, and independent contractor and nothing contained herein shall be construed as making CONTRACTOR, or any individual whose compensation for services is paid by CONTRACTOR, an agent or employee of CITY, or authorizing CONTRACTOR to create or assume any obligation or liability for or on behalf of CITY.
- (2) As an independent contractor pursuant to the terms of the AGREEMENT, CONTRACTOR shall assume all legal and financial responsibility for taxes, FICA, requirement of overtime, and all other factors relating to an independent contractor, and CONTRACTOR hereby agrees to indemnify, defend, save, and hold CITY, its agents, assignees, and employees harmless from any and all loss and fees, including reasonable attorney's fees, and damages of any kind relating to such matters.

6. AUTHORITY OF CITY:

A. Retention of Documents by CITY:

- (1) All information, documents, plans, drawings, records, or similar materials submitted to CITY in response to the Request for Proposal or as a part of the complete AGREEMENT, are and shall remain irrevocably the property of CITY.

B. Contract Performance:

- (1) Subject to the power and authority of CITY, as provided by law and in accordance with the AGREEMENT, CITY shall in all cases determine the quantity, quality, and acceptability of the services provided under the AGREEMENT. CITY shall decide any questions which may arise relative to the fulfillment of the AGREEMENT or to the obligations of the CONTRACTOR hereunder.
- (2) Should any provision of law or case law come into effect which adversely effects the ability of the CONTRACTOR to conduct business under this agreement, the CONTRACTOR shall have the right to seek an adjustment of future fees pending under the term of this agreement.
- (3) The contractor's manager shall be required to meet with City staff as often as necessary as determined by the Police Department Deputy Chief or designated representative to discuss performance. Should the contractor not concur with the discussion at, or the minutes of these meetings, the contractor shall so state any areas of non-concurrence in writing to the Police Chief within 10 calendar days of receipt of the event or meeting.

7. RELATIONSHIP OF PARTIES:

It is understood and agreed that nothing the AGREEMENT is intended, nor should be construed in any way to create or to establish the relationship of co-partners or lessor-lessee between the parties hereto. CONTRACTOR does not receive any leasehold estate or other right of possession pursuant to the AGREEMENT.

8. EXCUSE FOR NONPERFORMANCE OF CONTRACTOR:

- A. If performance of the AGREEMENT shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of CONTRACTOR, CONTRACTOR shall notify CITY in writing

and within twenty-four (24) hours after the delay that said performance shall be delayed or suspended.

- B. Such causes of delay or suspension of performance by CONTRACTOR beyond CONTRACTOR's control may include, but are not limited to: acts of God, war or terrorism; acts of the public enemy; acts of any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; strikes; and unusually severe weather.
- C. CITY shall ascertain the facts and extent of such failure and, if CITY determines that the failure was occasioned by excusable causes, CITY will not claim that CONTRACTOR is in default and that the AGREEMENT has been breached.

9. NOTICES:

Any and all notices to be provided pursuant to the AGREEMENT shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid addressed as follows:

To CITY:

**Police Chief, City of Desert Hot Springs
65950 Pierson Blvd
Desert Hot Springs, CA 92240**

TO CONTRACTOR:

TBD

10. ENTIRE AGREEMENT:

- A. The AGREEMENT supersedes any and all other AGREEMENTS, either oral or written, between the CITY and CONTRACTOR with respect to the subject matter of the AGREEMENT.
- B. The AGREEMENT contains all of the covenants and agreements between the parties with respect to the subject matter of the AGREEMENT, and each party to the AGREEMENT acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in the AGREEMENT.
- C. No agreement, statement, or promise not contained in the AGREEMENT shall be valid or binding.
- D. No waiver of any term or condition of this AGREEMENT shall be a continuing waiver thereof.

E. This AGREEMENT may be amended only in a writing signed by both parties.

11. ATTORNEYS' FEES:

In the event of any action, arbitration or mediation suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to the AGREEMENT or as a result of any alleged breach of any provision of the AGREEMENT, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

12. SEVERABILITY:

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

13. VENUE:

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

14. CAPTIONS AND HEADINGS:

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

15. GOVERNING LAW:

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

16. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT:

Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this

Agreement a binding obligation of each of the parties hereto. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF DESERT HOT SPRINGS

Frank Luckino, City Manager

By Its: _____
(Title)

ATTEST:

Jerryl Soriano, City Clerk

APPROVED AS TO FORM:

Tuan-Anh Vu, City Attorney

ADDENDUM "A"

SUMMARY OF INCURRED COSTS

A.	Facilities and Infrastructure	
(1)	Building - 2.5 % of operating costs of \$539,764	\$13,494
(2)	Information Systems and Communications Expense- 4 % of City's Dispatch Center Contract Costs \$1,892,894	\$75,716
	Total incurred Facilities and Infrastructure costs	<u>\$89,210</u>
B.	Materials and Supplies	
(1)	Total incurred forms, supplies, and postage costs	<u>\$ 1,000</u>
C.	Professional Services	
(1)	Legal Expense for contracts, consulting and litigation – 40 hours at \$250 per hour	<u>\$ 10,000</u>
D.	Personnel Costs – Administrative	
(1)	Police Chief – 10 hours @ \$165.07 hr. (total comp)	\$ 1,651
(2)	Commander – 60 hours @ \$138.37 hr. (total comp)	\$ 8,302
(3)	Comm & Records Mgr. – 450 hours @ \$80.86 hr.	\$36,386
(4)	Records Clerk – 450 hours @ \$50.70 hr. (total comp)	\$22,815
(5)	Sergeant – 100 hours @ \$103.64 (total comp)	\$10,364
(6)	Support Services Mgr.–48 hours @ \$61.44 (total comp)	\$ 2,949
(7)	Mgmt. Analyst – 20 hours @ \$60.57 (total comp)	\$ 1,211
(8)	Police Officer- 675 hours @ \$87.58 (total comp)	\$59,119
	Total incurred Administrative Personnel Costs -	<u>\$142,797</u>
E.	Summary of incurred costs	
(1)	Facilities and Infrastructure	\$ 89,210
(2)	Materials and Supplies	\$ 1,000
(3)	Professional Services	\$ 10,000
(4)	Personnel Costs Administrative	\$142,797
	Total incurred costs	<u>\$243,007</u>
F.	30 Day Impound Vehicles – Additional Incurred Costs	
(1)	Tow Hearing Expense –	\$ 3,500
(2)	Mobile Data Computer System Expense – \$100,000 per year at 33 % vehicle storage and impound related expense	\$33,000

- (3) Incurred cost per 30 day impound per year at 161 impounded vehicles – \$36,500 (\$3,500 plus \$33,000) divided by 161 impounded vehicles results in a cost of \$226.71 per vehicle impounded for 30 days.

C. Charges for Related Services:

- (1) Lock Out: \$55.00 (if towing is not required)
- a. The standard charge for opening locked vehicles is Fifty Five Dollars (\$55.00) where no towing is involved. If towing is involved, there shall be no additional charge for unlocking a locked vehicle.
- (2) Dolly:
- a. There is no additional charge for the use of a dolly in the towing service.
- (3) After Hours Release Fee:
- a. There shall be an afterhours gate fee of One Hundred Dollars (\$100.00) for anyone desiring release of a vehicle at any time other than normal business hours.

D. Storage: (Per Day)

- (1) Automobiles \$65.00 per day
(For Outside Storage)
- \$75.00 per day
(For Inside Storage)
- (2) Motorcycles \$30.00 per day
(For Outside Storage)
- \$40.00 per day
(For Inside Storage)
- (3) Trucks, 1 ton 20 feet or under \$80.00 per day
- (4) Trucks, over 20 feet \$100.00 per day

- a. The standard rate per vehicle for storage of automobiles or pick-up trucks commencing at the time of drop off at the storage facility shall be Forty Five Dollars (\$45.00) per twenty-four (24) hour period or any portion thereof; and
- b. Standard rates for trucks that consist of one (1) ton, two (2) axle, and are twenty (20) feet or under shall be Eighty Dollars (80.00) per twenty-four (24) hour period or any portion thereof. The standard rate for trucks that consist of three (3) axles and are over twenty (20) feet shall be One Hundred Dollars (\$100.00) per unit, per twenty-four (24) period or any portion thereof.

E. Additional Conditions:

- (1) The above towing charges shall apply regardless of the location from which the vehicle is towed or the location of the storage area or garage where the vehicle is delivered. Such towing charges shall include the cleaning and clean-up of an accident site as may be required by the POLICE DEPARTMENT;
- (2) There shall be no additional charge for righting an overturned passenger car or light pick-up truck if towing is involved;
- (3) There shall be no additional charge for disconnecting a drive shaft where required for towing;
- (4) There shall be no charge to CITY for the storage of a vehicle that has been seized as evidence in a pending investigation;
- (5) There shall be no charge to CITY to tow/store City-owned vehicles or abandoned vehicles;
- (6) There shall be no charge to CITY for changing tires on CITY owned vehicles;
- (7) The service of reconnecting the drive shaft, in event such reconnecting is necessary, shall be performed without additional charge; and
- (8) Should there be a dispute over the charges made for towing and/or storage of vehicles or charges for other services, said dispute shall be governed by the provisions of Section 4 of the AGREEMENT. CONTRACTOR shall not make any demand upon the owner of the vehicle for a sum in excess of the amount set forth in this Addendum.

ADDENDUM "C"

TERMS FOR INSURANCE – PUBLIC LIABILITY INSURANCE

A. Personal and Property Liability Insurance:

- (1) During the entire term of the AGREEMENT, CONTRACTOR agrees to procure and maintain public liability insurance at its sole expense for the following reasons:
 - a. To protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons resulting directly or indirectly from any act or activities by CITY, CONTRACTOR and/or its subcontractors, or any person acting on behalf of or under the control of CITY or CONTRACTOR.
 - b. To protect against loss from liability imposed by law for damages to any property belonging to any person which was caused directly or indirectly by or from acts or activities of CITY, CONTRACTOR and/or its subcontractors, or any person acting for or under the control or direction of CITY or CONTRACTOR; and
 - c. To protect CITY against incurring any legal costs or fees in defending claims for alleged loss specified in Sections A(1)(a) and (b) of this Addendum and listed above.

- (2) Such public liability and property damage insurance shall be maintained in full force and effect throughout the term of this AGREEMENT and any extension thereof in the following minimum limits:
 - a. Bodily Injury:
 1. \$ 500,000 Each Person;
 2. \$1,000,000 Each Occurrence; and
 3. \$1,000,000 Aggregate Products and Completed Operations
 - b. Property Damage:
 1. \$ 250,000 Each Occurrence; and
 2. \$ 250,000 Aggregate
 - c. A combined single limit policy with aggregate limits in the amount of \$1,000,000 will be considered equivalent to the required minimum policy limits.

- (3) The insurance coverage specified in this provision shall be primary insurance and shall name CITY as an additional named insured;

- (4) If the operation of services pursuant to this AGREEMENT results in an increase or decrease of risk in the opinion of the City Manager of CITY, then CONTRACTOR agrees that minimum limits specified herein in this provision shall be changed accordingly upon request by the City Manager. In the event that the City Manager determines that an increase in insurance coverage is warranted, then CONTRACTOR reserves the right to appeal the City Manager's determination to the City of Desert Hot Springs City Council within ten (10) days after the City Manager requests the increase in insurance coverage; and
- (5) CONTRACTOR agrees that the provisions therein requiring the maintenance of insurance shall not be construed as in any way limiting the extent to which CONTRACTOR may be held liable for the payment of damages to persons or property resulting from the activities of CONTRACTOR, its subcontractors, or from any person or persons for which CONTRACTOR is otherwise responsible.
- (6) Current certificates of insurance and endorsements for any and all insurance required by CITY respecting personal and property liability insurance pursuant to the AGREEMENT shall be submitted to CITY prior to award of the AGREEMENT unless such certificates and endorsements are already on file with CITY.

B. Automobile Liability Insurance:

- (1) CONTRACTOR shall procure and maintain, at its sole expense, throughout the term of this AGREEMENT and any extension thereof, bodily injury and property damage insurance coverage for automobile equipment including, but not limited to, entirely owned, not owned, and hired automobiles in the following minimum limits:
 - a. Bodily Injury:
 1. \$ 500,000 Per Person
 2. \$1,000,000 Each Occurrence
 - b. Property Damage:
 1. \$ 250,000 Per Occurrence
 - c. Uninsured Motorists:
 1. Subject to the State of California minimum limits for financial responsibility.
 2. On-Hook and Garage Keepers Legal Liability insuring the vehicles with minimum limits based upon the size of the tow truck:

- a. Class A Tow Truck \$ 25,000;
- b. Class B Tow Truck \$ 50,000;
- c. Class C Tow Truck \$100,000; and
- d. Class D Tow Truck \$100,000.

- 3. A combined single limit policy with limits in the amount of \$1,000,000 will be considered equivalent to the required minimum limits; and
- 4. All such insurance shall be primary insurance and shall name the CITY as an additional named insured.
- 5. Current certificates of insurance and endorsements for any and all insurance required by CITY respecting automobile liability insurance pursuant to the AGREEMENT shall be submitted to CITY prior to award of the AGREEMENT unless such certificates and endorsements are already on file with CITY.

d. Worker's Compensation:

- 1. CONTRACTOR shall procure and maintain, at its sole expense, Worker's Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and CITY against any injuries or occupational diseases happening to any worker employed by CONTRACTOR in the course of carrying out this AGREEMENT.

City of Desert Hot Springs Police Department Diversity Business Statement

The City of Desert Hot Springs Police Department encourages the maximum participation by small business, Veteran- Owned small business (VOSB), Service-Disabled Veteran owned small business (SDVOSBC), HUBZone small business, Small Disadvantaged business (SDB/DBE), and Women-Owned small businesses (WOSB).

It is the policy of City of Desert Hot Springs Police Department, to conduct business with the above stated businesses whenever possible to the maximum extent that is feasible.

The City of Desert Hot Springs Police Department shall, within the limits of state statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Desert Hot Springs.

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
PROPOSER'S BACKGROUND INFORMATION**

Proposer's Information

Proposer's Contact Name: _____

Contact Title: _____

Mailing Address: _____

Location of Business
(if different from mailing address): _____

If partnership, name and address of
each partner: _____

If corporation, name and address of
directors, main offices, major
stockholders and associates, and names
and addresses of parent and
subsidiary companies: _____

Telephone Number: _____

Pager Number: _____

24 Hour Tel. Number: _____

Fax Number: _____

E-Mail Address: _____

Remittance Address:
(if different from mailing address): _____

Number of Years in Business: _____

Applicable State of California License #(s): _____

Expiration Date(s): _____

Proposer's Dunn and Bradstreet
'DUNNS: NUMBER: _____

List of Vehicles to be Used: _____

Plate Number(s): _____

List of Personnel Performing Services: _____

California Driver's License Number(s): _____

License Class: _____

Customer References

The proposer must submit a minimum of five (5) non-proposer owned customer references for when services have been provided within the last twenty-four (24) months. Services provided to these customers must be of comparable size and similar in scope to the City’s requirements within this RFP.

Include the following for each reference:

- Company Name:
- Name of Contact:
- Title of Contact:
- Address:
- Telephone number of Contact:
- Dates and types of service(s) provided

The City may, at its option, contact other known proposer’s customers for references.

Business Organization

Proposer shall provide an overview of itself including the following information:

- Brief history and description of entity;
- Date entity was established and location of entity when established;
- Location of headquarters;
- Total number or employees;
- Organization chart indicating the positions and names of the core management team which will undertake this project;
- Resumes for all core team members.

Proposed Subconsultant Information

If applicable to the proposal, the following information must be provided for each proposed subconsultant. Attach and submit this information with the proposal. If subconsultants will not be utilized, so indicate.

- Subconsultant’s name, mailing address, phone number
- Subconsultant’s contact name, title, phone number
- Subconsultant’s status as a minority/woman owned business enterprise, if applicable
- Subconsultant’s City of Desert Hot Springs Business License
- Description of work to be subcontracted
- Reason(s) for subcontracting
- Percentage of total contract to be subcontracted

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
PROPOSER'S SIGNATURE DECLARATION**

The undersigned hereby offers and agrees to furnish the services in compliance with all the service level requirements, instructions, specifications, and any addendum contained in this RFP document and any written exceptions in the offer accepted by the City.

This Proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the Proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Each proposal must be signed on behalf of the Proposer by an officer authorized to bind the Proposer to the proposal. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions of the RFP.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip Code

Title

City of Desert Hot Springs License Number

Date

The Proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. Failure to indicate receipt of addenda may result in the proposer being rejected as non-responsive.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

(If additional addenda are issued, attach a complete listing of these addenda when submitting this proposal.)

No Proposal

In order to help us improve our internal processes and become a better customer, if you are not submitting a Proposal, please state the reason(s) why and return this page to the Police Department Support Services Commander.

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
STATEMENT OF PROPOSER'S QUALIFICATIONS**

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____ of the Proposer herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

Executed on _____ at _____, California
(date) (place)

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

Signature of Proposer

Title

Signature of Proposer

Title

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
WORKERS' COMPENSATION INSURANCE CERTIFICATION**

The Contractor shall execute the following form:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Date: _____

(Contractor)

By

(Signature)

(Title)

ATTEST:

By

(Signature)

(Title)

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
MINIMUM WAGE STATEMENT**

This contract will be awarded as a cost-savings contract under the provisions of Government Code Section 19130(a). In accordance with those provisions, the salary rate to be paid to individuals performing the requested services as described under this contract should be an amount calculated NOT to “significantly undercut” the State pay rate and shall not be less than the industry rate for Riverside County. In the event that this salary rate does significantly undercut the State pay rate or the industry rate for Riverside County, THE PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE.

A Proposer on this contract must complete the “Minimum Wage Statement” below and return this sheet with his/her proposal.

MINIMUM WAGE STATEMENT

I hereby certify that the minimum wage to be paid to all individuals performing the requested services as described under this contract will not less than \$_____ per hour.

Signature of Authorized Representative

Printed Name

Title

Company Name

Address

City, State, Zip Code

Date Signed

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
STATEMENT OF REFERENCES**

List and fully describe contracts performed by your firm which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____

Contact Individual: _____

Phone No: _____

Address: _____

Contract Amount: _____

Year: _____

Description of work done: _____

Reference No. 2

Customer Name: _____

Contact Individual: _____

Phone No: _____

Address: _____

Contract Amount: _____

Year: _____

Description of work done: _____

Reference No. 3

Customer Name: _____

Contact Individual: _____

Phone No: _____

Address: _____

Contract Amount: _____

Year: _____

Description of work done: _____

Reference No. 4

Customer Name: _____

Contact Individual: _____

Phone No: _____

Address: _____

Contract Amount: _____

Year: _____

Description of work done: _____

Reference No. 5

Customer Name: _____

Contact Individual: _____

Phone No: _____

Address: _____

Contract Amount: _____

Year: _____

Description of work done: _____

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
STATEMENT OF PROPOSER'S PAST CONTRACT
DISQUALIFICATIONS**

The Proposer shall state whether such Proposer, any officer or employee of such Proposer who has a proprietary interest in such Proposer has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a Federal, State or Local Government Project because of a violation of law or a safety regulation; and if so, explain the circumstances.

If the Proposer has had a contract terminated for default, all such incidents must be described. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance and the issue was either not litigated or litigated and such litigation determined the Proposer to be in default. Submit full details of all termination(s) for default experienced by the Proposer including the other party's name, address and telephone number. Present the Proposer's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposer's proposal if the facts discovered indicates the completion of a contract resulting from the RFP may be jeopardized by selection of the Proposer.

If no such termination for default has been experienced by the Proposer in the past five years, so indicate.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?
Yes No
2. If yes, explain the circumstances. Attach additional pages if necessary.

Executed on _____ at _____, California.

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

Signature of Authorized Representative

Printed Name

Title

Company Name

Date Signed

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
PROPOSER'S STATEMENT OF SUBCONSULTANTS**

Without exception, the Proposer is required to state the name and address of each subconsultant and the portion of the work which each will perform.

Without limiting the generality of the foregoing, any consultant making a Proposal or offer to perform the work shall set forth in the Proposal:

- (a) The name and the location of the place of business of each subconsultant who will perform work: and
- (b) The portion of the work which will be done by each subconsultant. The prime consultant shall list only one subconsultant for each portion.

The undersigned submits herewith a list of subconsultants in conformance with the foregoing:

Name Under Which Subconsultant is	License of	Business Address	Specific Description of Subcontract and Portion the Work to be Done
<u>Licensed</u>	<u>No. & Class</u>	<u>Business Address</u>	<u>the Work to be Done</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature(s) of Proposer Date

Signature(s) of Proposer Date

Title

Title

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
CERTIFICATION OF NON-DISCRIMINATION BY CONTRACTORS**

As suppliers of goods or services to the City of Desert Hot Springs, the firm listed certifies that it does not discriminate in its employment with regard age, handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, local directives, and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

Signature of Authorized Representative

Printed Name

Title

Company Name

Address

City, State, Zip Code

Date Signed

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

**CITY OF DESERT HOT SPRINGS POLICE DEPARTMENT
NON-COLLUSION AFFIDAVIT**

State of California)
County of _____) SS.

_____ being first duly sworn, deposes and says that he or she _____ is of _____ the party making the foregoing proposal that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or any one else to put in sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said proposer or of any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that said proposer has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company association, organization, proposal depository or to any member or agent thereof, to effectuate a collusive or sham proposal.”

(Date)

(Signed at (Place)

Proposer Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State. Zip

Representatives' Title