

Meeting Date: 12/16/2014

Report Type: Consent

Report ID: 2014-00931

Title: Authorize the Use of a Request-for-Proposals Process for 2015 Tow Services Agreement (Two-Thirds Vote Required)

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager, or the City Manager's designee, to: 1) suspend competitive bidding, in the best interests of the City, and authorize the use of a Request-for-Proposal (RFP) process to determine experienced and qualified tow companies that can provide tow services on a rotational basis; 2) execute agreements with 28 tow service companies to provide tow services through December 31, 2016, with three one-year renewal options; 3) execute additional rotation tow service agreements with qualified contractors in future open enrollment periods; and 4) execute separate supplemental agreements with two tow service companies for heavy duty abatement tows for a combined annual amount not to exceed \$80,000.

Contact: Jacqueline Dowden, Police Captain, Metro Administration, (916) 808-0701; William Wann, Police Sergeant, Metro Division/Tow Administration, (916) 808-0867, Police Department

Presenter: None

Department: Police / Community Development Department (CDD)

Division: Metro Administration

Dept ID: 11001131

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A

4-RFP and Agreement

City Attorney Review

Approved as to Form

Michael Fry

12/8/2014 10:33:33 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 12/3/2014 8:30:29 AM

Description/Analysis

Issue Detail: The Sacramento Police Department (SPD) and Community Development Department (CDD) have an operational requirement for tow services. On an annual basis the City of Sacramento tows approximately 7,000 vehicles for various types of violations. All existing tow service agreements are scheduled to expire on December 31, 2014. The SPD and CDD recommend the suspension of competitive bidding and use of a Request for Proposals (RFP) process to evaluate and select experienced and qualified tow service companies on a rotational basis. The selected vendors will enter into agreements with the City to provide tow services through December 31, 2016, with three one-year renewal options. In addition, companies qualified to tow heavy duty vehicles will enter into separate supplemental agreements with the City for a combined annual amount not to exceed \$80,000.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Section 3.56 regarding the purchase of supplies and non-professional services and the suspension of competitive bidding.

Economic Impacts: None

Environmental Considerations: None

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: Suspension of competitive bidding and the use of an RFP process are recommended in order to evaluate potential providers on the following: quality of their proposal; experience and references; prior contract compliance; tow truck vehicle compliance with California Highway Patrol (CHP) guidelines; adequacy of facilities and drivers; and rates for heavy duty tows. All selected tow companies will be placed on a rotational list and will be contacted by the City when tow services are required.

The SPD advertised a RFP for experienced and qualified tow companies on September 29, 2014. A total of 29 proposals were received prior to the RFP deadline of October 17, 2014. 28 tow service providers were selected (Exhibit A). Of these companies, a total of two were selected to perform heavy duty abatement tows for the SPD. (Exhibit A)

Financial Considerations: The Police Department receives approximately \$364,000 per year from the contract administration and vehicle release fees.

Contract Administration Fee - The contract administration fee is \$25.00 per tow, which is billed to the tow companies monthly. The fee is based on estimated annual administration costs of \$169,000 (based upon 2013 tow figures), which includes the

costs necessary to handle concerns and complaints related to the tow service agreement and associated administrative support costs.

Vehicle Release Fee - This fee will remain unchanged. Currently, the fee for repossessions is \$15.00, and the fee for releases to the public is \$130.00. With these two fees, the City recovers approximately \$218,000 in costs associated with responding to and processing of tows.

The CDD coordinates and funds the cost of heavy duty abatement tows. Qualified tow companies are reimbursed for heavy duty abatement tows (Class C and D), which includes up to one-half of the tow fees and up to one-half the cost of 17 days of storage and disposal fees. These services have not been competitively bid. Rather, the rates are accepted as long as the City determines it to be a reasonable charge.

The tow and storage rates, charged by tow companies, are set by the City and are currently \$180.00 for tows and \$50.00 for each day of storage. The tow rate for Class A and Class B vehicles and associated storage fees were the result of an assessment conducted by the City to compare rates charged by other regional agencies. Since the City sets the Class A and Class B tow rates and storage fees, participating companies are not allowed to raise them. These rates will provide adequate compensation to tow companies for the increasing fuel costs throughout the duration of the contract

Local Business Enterprise (LBE): All selected contractors are City of Sacramento Local Business Enterprises.

RESOLUTION NO. 2014-

Adopted by the Sacramento City Council

December 16, 2014

TOW SERVICES

BACKGROUND

- A. The Sacramento Police Department (SPD) and Community Development Department (CDD) have an operational requirement for tow services. On an annual basis the City tows approximately 7,000 vehicles for various types of violations. All existing tow service agreements are scheduled to expire on December 31, 2014.
- B. Suspension of competitive bidding and the use of a Request for Proposals (RFP) process is recommended to allow an evaluation based on quality of the proposal, experience and references, prior contract compliance, tow truck vehicle compliance with California Highway Patrol (CHP) guidelines, adequacy of facilities and drivers, and rates for heavy duty tows. All selected tow companies will be placed on a rotational list and contacted by the City when tow services are required.
- C. The selected vendors will enter into agreements with the City to provide tow services through December 31, 2016, with three one-year renewal options. In addition, companies qualified to tow heavy duty vehicles will enter into separate supplemental agreements with the City for a combined annual amount not to exceed \$80,000.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

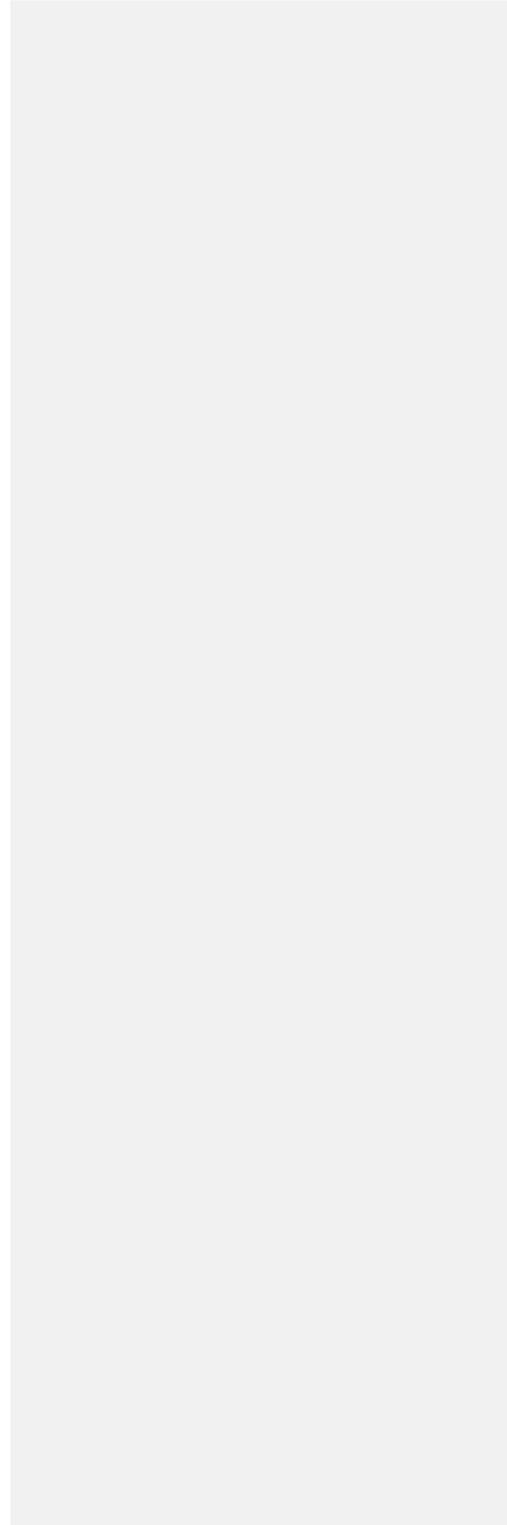
- Section 1. Competitive bidding is suspended, in the best interests of the City, and the use of an RFP process is approved to determine experienced and qualified tow companies that will provide tow services on a rotational basis;
- Section 2. Authorize the City Manager, or the City Manager's designee, to enter into an agreement with 28 tow service companies (Exhibit A) to provide tow services through December 31, 2016, with three one-year renewal options;
- Section 3. Authorize the City Manager, or the City Manager's designee, to execute additional rotation tow service agreements with qualified contractors in future open enrollment periods, and
- Section 4: Authorize the City Manager, or the City Manager's designee, to enter into separate supplemental agreements with two tow service companies (Exhibit A) for heavy duty abatement tows for a combined annual amount not to exceed \$80,000.

Exhibit A List of Tow Contractors

A1 Towing 601 1 st Avenue Sacramento, CA 95818	College Oak Towing* 8590 Fruitridge Road Sacramento, CA 95826	International Tow 5750 Franklin Boulevard Sacramento, CA 95824
All Valley Towing 4585 Pell Drive, #B Sacramento, CA 95838	Dan's Mission Towing 8534 Thys Court Sacramento, CA 95828	Johnnie's Tow and Body 5755 35 th Street Sacramento, CA 95824
Arena Tow 7825 Cucamonga Avenue Sacramento, CA 95826	Deluxe Towing 1333 Silica Avenue Sacramento, CA 95815	LJ's Towing 2525 Connie Drive Sacramento, CA 95815
Arnold's Towing 1429 Auburn Boulevard Sacramento, CA 95815	Dollar Towing* 4350 Pell Drive, #130 Sacramento, CA 95838	Natomas Towing 565 Display Way Sacramento, CA 95838
Budget Towing 2968 Del Paso Boulevard, #4 Sacramento, CA 95815	Eagle Towing, Inc. 8260 Alpine Avenue, # A Sacramento, CA 95826	Ramos Towing 6290 Warehouse Way Sacramento, CA 95826
Cal-Expo Towing 1511 Silica Avenue Sacramento, CA 95815	Ed & Son's Towing 2541 Land Avenue, #300 Sacramento, CA 95815	Rincon Towing, Inc. 1762 Santa Ynez Way Sacramento, CA 95816
Capitol City Tow 5741 Florin Perkins Road Sacramento, CA 95828	Five Star Towing & Transport, Inc. 4600 Power Inn Road Sacramento, CA 95826	Sam's Towing 7840 14 th Avenue Sacramento, CA 95826
Central Valley Towing 8240 14 th Avenue Sacramento, CA 95826	G & R Towing 8140 36 th Avenue Sacramento, CA 95824	Shanahan's Tow 6211 Power Inn Road Sacramento, CA 95824
Chimas Tow & Automotive 1952 Auburn Boulevard Sacramento, CA 95815	Hirst Towing 1710 Auburn Boulevard Sacramento, CA 95815	Sierra Hart Towing 600 Sunbeam Ave., #6 Sacramento, CA 95814

Sierra Towing
8540 Elder Creek Road
Sacramento, CA 95828

[*Heavy Duty Tow Companies](#)



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CITY OF SACRAMENTO

SACRAMENTO POLICE DEPARTMENT

REQUEST FOR PROPOSALS (RFP)

FOR: 2015 Tow Services

RFP NO. P15111131001

Proposals Must Be Received
Prior To Time: 1200 Hours (Noon)
On October 17, 2014

**AT: Sacramento Police Department
Tow Administration Office
C/O– Fiscal Unit
5770 Freeport Blvd., Suite #100
Sacramento, California 95822-3516**

PROPOSER CONTACT INFORMATION:

Name _____

Address of Primary
Location _____

Point of Contact _____

Telephone _____

Facsimile _____

Email _____

Proposer Name: _____

CITY OF SACRAMENTO
REQUEST FOR PROPOSAL
RFP No. P15111131001
2015 TOW SERVICES

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Proposer Name: _____

1. ADMINISTRATIVE INFORMATION

- A. Request For Proposals (RFP) - The City of Sacramento invites proposals from experienced, qualified tow companies to participate in the Tow Services Contract for the City of Sacramento as described in this Request for Proposals (RFP). This RFP will result in a City-wide contract available to multiple City of Sacramento departments.
- B. Contract Award Date - The anticipated award/start date is January 1, 2015.
- C. Using Agencies

City of Sacramento
Police Department

City of Sacramento
Code Enforcement

- D. Key Action Events and Projected Dates

<u>Event</u>	<u>Date</u>
Release of RFP	September 30, 2014
Deadline for Submission of Proposals to City	October 17, 2014
Evaluation Period	October 20 - November 10, 2014
Anticipated Contract Award Date	January 1, 2015

NOTE: The City of Sacramento reserves the right to modify the above dates. Any changes will be forwarded to prospective proposers in writing.

- E. Period of Performance - This contract will begin on the date of award and run through December 31st, 2016 with three (3) 1-year extension option periods. It is the City's sole discretion as to whether or not the option period(s) will be exercised. The option period(s) will be exercised when it is deemed most advantageous to the City and when the Contractor has performed successfully in accordance with the Scope of Work and all terms and conditions of the Non-Professional Service Contract.
- F. Local Business Enterprise (LBE) Participation Program – 5% Participation Points

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Proposer Name: _____

- G. Proposals - Responses are to be typed or neatly printed on this form, rather than on proposer prepared forms. If the space is inadequate, attach additional pages as necessary to provide complete responses. If additional pages are needed and attached, clearly indicate the item to which the response applies. **The proposer is required to provide a response to each item in this Request for Proposal. The responses will be considered in evaluating the proposals.** Provide the name of the proposing firm at the top of each page in the space indicated for "Proposer Name: _____". Completed proposals shall be delivered to:

Sacramento Police Department
Tow Administration Office
C/O Fiscal Unit
5770 Freeport Blvd., Suite #100
Sacramento, California 95822-3516

- H. Date of Submission - An original proposal with all required documents and attachments must be received by the City of Sacramento as listed above not later than 1200 hours (Noon) on October 17, 2014.
- I. Interpretation of Documents and Questions - If any proposer contemplating submission of a proposal is in doubt as to the meaning of any part of the RFP or other proposed contract documents, the proposer may submit to the City a written request for interpretation thereof. Replies to such inquiries will be published in the form of an Addendum. The City will not be responsible for oral or other explanations or interpretations of the documents. Errors or omissions in the RFP, if the work is reasonably implied, shall be construed as being inconsequential and the work reasonably implied shall be deemed to be required as a part of the general contract without addition by the City. Inquiries concerning any aspect of this RFP and contract award should be submitted in writing to:

Sacramento City Police Department
Tow Program Administration Office
Attention: Tow Administrator
5770 Freeport Blvd., Suite #100
Sacramento, CA 95822-3516
tow-administrator@pd.cityofsacramento.org
Telephone: (916) 808-0585
Fax: (916) 808-0707

- J. Withdrawal of Proposals - Unauthorized conditions, limitations, or provisions attached to a proposal may be cause for its rejection. No oral, telegraphic or telephonic proposals or modifications will be considered. The proposal may be withdrawn upon request by the proposer without prejudice to the proposer prior to, but not after the time fixed for opening of proposals, provided that the request for withdrawal is in writing, has been executed by the proposer or the proposers duly authorized representative, and has been filed with the City.
- K. Late Proposals - Any proposal received after the specified due date and time shall be rejected and returned to the proposer unopened.
- L. Rejection of Proposals - The City of Sacramento reserves the right to reject any and all proposals received in response to this request, or to negotiate separately with any source whatsoever in any

Proposer Name: _____

manner necessary to serve the best interests of the City. THE CITY OF SACRAMENTO MAY IN ITS DISCRETION DETERMINE NOT TO AWARD A CONTRACT SOLELY ON THE BASIS OF

THIS REQUEST FOR PROPOSALS AND WILL NOT PAY FOR THE INFORMATION SOLICITED OR OBTAINED. The information obtained will be used in determining the proposal(s) that best meets the City's needs.

Rejection of a proposal does not imply criticism of the proposal, or that the proposal is deficient. Rejection of any proposal means only that another proposal(s) was deemed more advantageous to the City.

All material submitted that has not been clearly designated in the proposal itself as proprietary information becomes the property of the City and may be returned at the City's option.

Proposals submitted become the property of the City and may be reviewed and evaluated by anyone at the discretion of the City.

- M. Proposer's Cost - Costs of developing proposals are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.
- N. Acceptance of Proposal - Any proposer submitting a proposal shall there by automatically agree to each and all of the terms, conditions, provisions and requirements set forth and contemplated in this Request for Proposals.
- O. Acceptance of Proposal Content - The contents of the proposal of the successful proposer will become contractual obligations to be contained in a formal written contract. Failure of successful proposer to accept these obligations in a formal contract may result in cancellation of the award.
- P. Tow Services Contract - This RFP, including all attachments, will become part of the Tow Services Contract executed between the City and the Contractor.
- Q. General Conditions - The general conditions and technical requirements outlined in this document shall be applicable to all work.
- R. RFP Errors - Should a proposer feel that an error appears in the RFP documents, the proposer shall notify the City of Sacramento, Police Department - no later than October 17, 2014. See Administrative Information, Section 1(G), for contact information.
- S. Changes -The City shall have the right at all times to require changes in, additions to, or omissions from the work contemplated by the contract documents, and the same shall not void the contract. Any changes made to the Scope of Work, price, or schedule (i.e. third party billing, third party dispatching, etc.) shall be documented by a written modification to the contract. This written modification will be received by the Contractor and signed by both parties prior to initiation of any work. Failure of the Contractor to accept notification and sign and agree to any changes shall result in suspension or termination of the contract and removal from the tow rotation lists.
- T. Open Enrollment - Three (3) months prior to the start of a new extension of this contract, the City may have an open enrollment period where new Contractors can submit their proposals, subject to the conditions contained herein.

Proposer Name: _____

2. EVALUATION CRITERIA

- A. General - An evaluation team will validate and evaluate all proposals received. **All requirements identified in this RFP must be satisfied in order to ensure that a proposal will qualify for consideration.** Failure to satisfy all requirements identified in this RFP may be cause for rejection of the proposal.
- B. Evaluation Process - A point system will be used to evaluate the proposals. Points will be pre-assigned to each category in accordance with the City's view of the relative importance of each. At the completion of the evaluation, a total point value will be compiled for each proposal. Evaluation of the proposals is expected to be completed within thirty (30) calendar days after the RFP submission deadline. After an initial proposal evaluation is complete, site inspections of qualified companies' business offices and storage yards will be conducted.

The evaluation team will look at the proposals and rate each in the following areas:

C. Evaluation Criteria

- (1) Tow Company - The City is looking for company/companies that have a minimum of three (3) years of verifiable experience in the field. As drivers will interact with the public on a daily basis, it is important that all drivers are able to read, write, speak, and understand the English language. It is also essential that the company keep detailed, accurate, and easily retrievable records. See Scope of Work, Section 7(A), Contractors' Records.
- (2) Adequacy and Completeness of Proposal Package - The evaluation panel will review all of the proposals to ensure completeness. The criteria shall specifically include verification that the Proposer filled out all information in accordance with the directions. Additionally, verification of copies of all of the requested information such as insurance certificates, lease contract, property tax certificate, applicable permits, and rotational tow listing application, will also be evaluated for completeness. Incomplete RFP's will be cause for rejection of the RFP.
- (3) Prior Contract Compliance - It is important to the City that the Proposer be highly qualified with no history of adverse actions. The evaluation team will check records for a history of complaints from the public as well as the Sacramento Police Department and Sacramento City Code Enforcement. The evaluation team will contact submitted references and seek responses that reveal both positive and/or negative performance. The team will also check for disciplinary actions. Past performance history will be evaluated for customer service, timely responsiveness to requests for service, alternately, passing on or refusing a request for service.
- (4) Tow Vehicles - It is imperative to the City that all tow vehicles are equipped in accordance with California Highway Patrol (CHP) guidelines and have passed an annual CHP approved Driver and Truck inspection. See Attachment E and F. Additionally, Contractor shall maintain a current and valid City of Sacramento Tow Vehicle Permit on every vehicle used on any rotation tow from either list anytime it is operated within the City limits.

Proposer Name: _____

- (5) Tow Operator Facilities - It is important that the tow operator facilities have adequate signage and lighting. The Contractor shall maintain its primary storage yard within the Sacramento City limits. Nothing in this section will prohibit a Contractor from operating a secondary storage facility approved by the Sacramento Police Department within two (2) air miles of the closest Sacramento City boundary. Signage must be clearly displayed and visible from the street. It must meet the minimum provisions of Section 3070 of the Civil Code Towing, labor rates, as well as the lien processing fee must be plainly displayed. Company shall have a public restroom and waiting area for its customers. Company shall have adequate fencing in compliance with Sacramento City Code. All tow operators shall comply with all Federal laws, California State laws and local Sacramento City ordinances. See Scope of Work, Section 4(A).

NOTE: Written documentation from Sacramento City Code Enforcement verifying facility is in compliance with all applicable City Codes must be received prior to initiation of a contract. Tow company is responsible for any inspection fee.

- (6) Drivers - Drivers shall be adequately trained, with a valid California driver's license for the particular class of vehicle they will be using. All drivers must be enrolled in the Department of Motor Vehicles (DMV) Employer Pull Notice Program. All drivers shall maintain a current and valid Sacramento City Tow Driver Permit. All drivers shall comply with all subsections of Scope of Work, Section 9.
- (7) Proposed Rates - The Chief of Police shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations. The formula for determining the reasonableness of rates for special operations, consists of averaging the rates submitted by qualified Proposers for Class C, and Class D. Fifteen percent will be added to the average of each of the rates. Rates submitted that exceed the fifteen percent value, in any of the tests, will be considered to be excessive or unreasonable, and the proposal for those rates will be rejected. Those Proposers whose pricing is determined to be "unreasonable" in accordance with the above listed procedure, shall be offered the opportunity to submit "Best and Final" pricing. Proposers will be allowed once to resubmit disapproved rates for special operations. Disallowed rates submitted for special operations shall not disqualify the Contractor from conducting Class A or B towing/storage for the City.
- (8) Class A, B, C, & D Vehicle(s) Tows and Storage – Class A and B tow and storage rates are set by the City of Sacramento. Contractors may submit pricing for special operations/Class, C, and D truck tows. Nothing shall prohibit a Class C, or D operator from maintaining a place on a lighter rotation tow list, provided the tow truck meets the equipment specifications for that class of operation. See Scope of Work, Section 2, for Class A and B tow and storage rates.
- (9) Experience and References - Contractor shall submit for review a complete list of all tow experience and references as outlined in Proposal Instructions, Section 3 (A,11), for review and evaluation.
- D. Proposal Evaluation Scoring - All proposals will be reviewed by the evaluation panel and scored based on the following point scale.

Proposer Name: _____

Criteria	Maximum Point Value	Rating	Score
Tow Company	15		
Adequacy and Completeness of Proposal Package	10		
Prior Contract Compliance	30		
Tow Vehicles	15		
Facilities	10		
Drivers	10		
Experience and References	10		
Local Business Enterprise (LBE) Participation Points	5		

ANY category rated “0” will result in the rejection of the proposal and that company will not be awarded a contract with the City of Sacramento. Notwithstanding a “0” rating in ANY category, the minimum acceptable score required for consideration of acceptance and participation in this contract is 75 points.

- E. Discussions - The City may enter into discussions with the most highly rated Proposer(s) and an award(s) may be made as a result of this solicitation. Based on the initial proposals, the City of Sacramento may request Best and Final offers based upon improved understanding of the offers or changed Scope of Work. Nothing shall prohibit the City of Sacramento from entering into contracts with multiple Contractors for service under the conditions of this contract. Nothing shall preclude the Proposer from submitting multiple companies for acceptance. Proposer may only have one (1) company accepted for contract service under the terms of this contract at any given time. Upon acceptance, no substitutions for services between companies are allowed.
- F. Technical and Cost Proposals - Proposal will consist of technical and cost proposals, vendor qualifications, and past performance experience. The prospective Proposer must submit one “original” and three copies of the complete technical and cost proposals as required. The original technical and cost proposal must be clearly marked and contain original signatures and must be easily reproducible on a standard copying machine.

Technical proposals will be weighed more heavily than costs to ensure that the City of Sacramento is procuring best value versus price.

- G. Cost-of-Living Adjustments (For towing and storage fees only) - At the discretion of the City the rates shown in the Scope of Work, Section 2(A) and all bid rates established to and applicable to this contract, may be adjusted on each contract renewal anniversary date to reflect cost-of-living adjustments in order to ensure that the real value of the rates provided is not impaired by changing economic conditions.

Any cost-of-living adjustment to the tow rates and storage fees shall be calculated from the California Consumer Price Index for Urban Areas. The adjustment shall be based on the most recent twelve (12) month period for which data is available.

Adjustments will not be made unless the index changes more than plus or minus two (2) percentage points.

Proposer Name: _____

At the discretion of the City, this evaluation can take place up to three (3) months prior to the renewal anniversary date of this contract.

The method for calculation will be as follows:

The most recent month's index value will be subtracted from the index value of a month no greater than twelve (12) months prior. This numerical change will then be divided into the index value to the older twelve (12) month old index number to equal the percent of change.

3. PROPOSAL INSTRUCTIONS

A. General - The following documents are required to be completed and submitted by the successful bidder along with their proposal. Those proposals received by the City without the following will be rejected. The documents shall be submitted in the order listed below.

1. Proposal Signature Page - See Attachment A.
2. Rotation Tow Listing Application - Each proposer must complete and sign a Sacramento Police Department Rotation Tow Listing Application. Only one (1) application is needed for inclusion on both tow rotation lists. See Scope of Work, Section 5(B)(1). Incomplete applications will not be accepted. Any misrepresentation on the application may be grounds for criminal and/or disciplinary action. See Attachment B.
3. Disclosure of Financial Interest - See Attachment B, Tow Rotation Listing Application.
4. Tow Operator/Driver Information Form – A listing of each proposed Tow Operator/Driver with name, Driver's License number, and City of Sacramento Tow Permit number shall be submitted as a cover page. Each proposer must complete, sign and have ALL of his/her tow truck drivers sign a Sacramento Police Department "Tow Operator/Driver Information" form. Incomplete applications will not be accepted. Any misrepresentation on the application may be grounds for criminal and/or disciplinary action. See Attachment C. In addition, a copy of the proposed Tow/Operator/Driver current California Driver's License and current City of Sacramento Tow Vehicle Driver Permit (if under current contract with the City) or proof of payment of the application fee to obtain a City of Sacramento Tow Vehicle Driver Permit shall be submitted. Tow Driver's must have a Permit prior to award of contract.
5. Local Business Enterprise Program Preference - See Attachment D.
6. Proof of Payment of DMV Motor Carrier of Property Permit Fee - Each Proposer must attach a copy of the DMV permit or registration issued pursuant to Section 7232 of the Revenue and Taxation Code for each vehicle on SPD Rotation.
7. A listing of each proposed Tow Vehicle with truck number, vehicle license plate number, vehicle registration expiration date (month/year) and current City of Sacramento Tow Truck Permit number shall be submitted as a cover page. A copy of a current completed Safetynet Driver/Inspection Report, CHP form 407F must be provided for each vehicle intended for use on SPD Rotation. See Attachment E. In addition, a copy of current California vehicle

Proposer Name: _____

registration certificate and City of Sacramento Tow Vehicle Permit (if under current contract with the City) or proof of payment of application fee to obtain a City of Sacramento Tow Vehicle Permit for each proposed Tow Vehicle shall be submitted. Tow Vehicle must have a Permit prior to award of contract.

8. Drug-Free Compliance - See Attachment F.
9. Certificates of Insurance - Successful bidders are REQUIRED to submit the necessary Certificate(s) of Insurance as called for in the General Conditions prior to award of the contract Scope of Work, Section 12.
10. Business Operations Tax Certificate - Chapter 3.08 of the Sacramento City Code requires that anyone conducting business in the City of Sacramento obtain a Business Operations Tax Certificate and pay the applicable tax if necessary. Successful bidders will be REQUIRED to show compliance with this requirement prior to award of the contract.

To obtain information about the Business Operations Tax Certificate, contact the City of Sacramento, Revenue Division, 915 I Street, Room 1214, Sacramento, CA 95814, or telephone (916) 808-5853. If currently doing business in the City of Sacramento, include a copy of your current Business Operations Tax Certificate.

11. Proof of Occupancy – Provide a copy of the current lease or copy of the most recent Sacramento Property Tax document for Primary and Secondary locations(s).
12. City of Sacramento Alarm Permit – Chapter 8.36.060 of the Sacramento City Code requires possession of an Alarm Permit if site is actively alarmed. A copy of Permit shall be submitted.
13. Certificate of Secretary – Provide a Certificate of Secretary document listing approved signatures for the Corporation, Partnership or Firm.
14. Information about Proposer's Business - Provide general information about the Proposer's firm, including a short history of the firm, incorporation information, services provided, and prior experience / references. **Information must be typed on an 8 ½ x 11 sheet of paper.**

The Proposer should detail previous experience on other or similar contracts with other governmental agencies. A list of clients (**including names, addresses, and telephone numbers**) for which the proposer has provided services or is currently providing services is to be included in the proposal. The actual dates for these service contracts must be listed. The City may contact any or all of the references at its discretion. This experience shall be used toward the evaluation scoring process within Evaluation Criteria, Sections 2(C) and 2(D).

15. Addenda and Supplements to RFP - If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided to all known prospective Proposers. Proposer must acknowledge receipt of any and all addendum(s) and provide signed copies of any addendum(s) with their proposal. Failure of Contractor to accept notification and sign and agree to any addendums, revisions, or attachments or attachment revisions shall result in the suspension of this contract and removal from the tow rotation lists.

Proposer Name: _____

16. Exceptions - At the Proposers discretion an attached listing of exceptions or “deal breakers” to this contract or the attached Non-Professional Services Contract may be submitted with the original proposal. Exceptions will be used in the review process of each proposal and taken into consideration when determining acceptance.
- B. Should the proposer be awarded a contract, a Nonprofessional Services Contract will be executed between the City and the Contractor. **Attachment G is for content review only and is not to be submitted with the RFP.**

Proposer Name: _____

SCOPE OF WORK

1. DESCRIPTION OF TERMS

- A. Abandoned Vehicle – Vehicle left upon a highway or upon public or private property per CVC 22523 and towed under authority CVC 22669.
- B. Base Services – Any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer.
- C. Chief of Police – For the purpose of this contract, the Chief of Police of the City of Sacramento Police Department shall refer to him/her or a designee.
- D. Certificate of Secretary – A document that authorizes someone to sign legal contracts on behalf of a corporation. This Certificate is normally signed by the corporate secretary.
- E. City – City of Sacramento
- F. Contractor – The company with which a contract is established to provide the services described in the RFP.
- G. Load Salvage Operations – Any operation involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will usually be limited to operations involving Class B, C, and D tow trucks.
- H. Portal to Portal – Service shall start at the time of departure from the place of business or point of dispatch, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or the completion of the call, if another call is pending, whichever is shorter. Return to place of business includes a reasonable and verifiable amount of time required to place the tow truck back into service when unusual circumstances require additional time that are not part of normal operating procedures. Examples:
- § 4X4 recovery in the mud: reasonable to charge for cleaning mud from truck and equipment;
 - § Reasonable to charge for cleaning burn debris from carrier bed;
 - Car towed leaves mud track on bed of carrier: not reasonable to charge for cleaning of carrier bed.
- For the purpose of this Contract, “Portal to Portal” shall also mean “Portal to End of Service.”
- I. Possession – Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations or load salvage operations have begun.
- J. Proposer – A firm which proposes to provide towing services as described in the RFP.
- K. Public Safety Response – A response which results in storage of a vehicle at the direction of an officer. This does not include storage at the request of the vehicle operator, registered owner, or agent.

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- L. Response Time – The period of time from a Contractor's notification by the City of Sacramento's designated employee to the arrival of the tow truck at the location requested.
- M. Retail Rate – The customary rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.
- N. Operations – Those towing/recovery procedures which require Class C or D tow trucks and/or unique equipment. Examples of unique equipment include, but are not limited to: forklifts, low beds, air bags, special dollies and trailers, fuel pump off systems, helicopters, etc.
- O. Suspension – The temporary removal of a Contractor from both rotation lists for a specific period of time during the term of the Tow Services Contract. See Attachment H, Nonprofessional Services Contract, Exhibit D, Section 9.
- P. Termination – The permanent removal of a Contractor from both rotation lists for the remainder of the term of the Tow Services Contract. See Attachment H, Nonprofessional Services Contract, Exhibit D, Section 9.
- Q. Tow Review Committee – A committee of three (3) persons to be appointed by the Chief of Police to hear appeals of discipline imposed pursuant to this contract. The committee shall consist of one member of the Sacramento Police Department, one member of the public who is not affiliated with any tow company, and one Contractor from the Tow Services Contract who is not in the same tow district as the subject of discipline.
- R. Tow Truck – As defined in Section 615 of the California Vehicle Code, a vehicle which includes slide back carriers and wheel lift vehicles. A "trailer for hire" shall not be approved for listing as a Class A tow truck.
- S. Vehicle Recovery Operation – An operation involving the process of up-righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will usually be limited to operations requiring a Class C, or D tow truck(s).

2. RATES, CHARGES AND FEES

- A. Towing and Storage Rates - Effective January 1, 2015, the maximum rates charged and the fee paid to the City in connection with any event pursuant to this Agreement, are as follows:
 - 1. For class A and B tows, the Contractor will charge the vehicle owners no more than the rate of \$180.00 per tow, on public safety response calls with a one hour minimum. Charges in excess of one hour will be charged in no more than one (1) minute increments.
 - 2. The total fees charged for after hours release shall be no more than one-half (1/2) the current hourly rate of \$180.00 per hour, and shall only be allowed if there is no person on duty at the storage facility for release and a call back is required outside normal business hours. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made

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more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.

3. Storage fees for passenger vehicles, vans, and light trucks shall be no more than \$50.00 per day. Operators will store vehicles inside if specifically requested to do so by the Police Department or the owner of the vehicle.
 4. Fees listed above, plus lien processing fees described in the California Vehicle Code, proposed/actual non-skilled contract labor, special equipment (For class C and D tows only) and rental/skilled labor mark up are the only fees allowed. Additive fees for postage, cleanup, lockout, use of dolly, etc. are not authorized.
- B. Contract Administration Fee - The Contractor agrees to pay to the City a non-refundable fee of \$25.00 per tow rotation referral, including service calls. This fee shall only be applicable to those tows obtained from the Police rotation list, regardless of class or type. This fee is not applicable to the tows from the Code Enforcement rotation list, regardless of class or type.
- C. Storage – Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate, notwithstanding State law requirements which indicate that no charge exceeding that for one day of storage will be made if, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle. If the request is made more than 24 hours after the vehicle is placed in storage, charges may be imposed on a full calendar basis for each day, or part thereof. The daily rate extends from midnight to midnight.
- D. Contractor Billing and Rates – The Contractor shall bill the registered owner of the vehicle towed by the Contractor in accordance with the Tow Services Contract. No vehicle towing or storage charges shall be charged until the vehicle is hooked up to the tow truck AND in transit. The Contractor shall not charge the City of Sacramento or the owner of any vehicle towed pursuant to this Contract more than the rates set forth in this Tow Services Contract. All billing will be done in good faith. All efforts to locate the most current registered owner will be exhausted at the Contractor's expense.
- E. After Hours Release of Vehicles – Rates specified in Scope of Work, Section 2(A)(2).
- F. How Tow Rates are Charged – The Contractor shall base towing charges upon the class of vehicle being towed regardless of the class of truck used, except when vehicle recovery operations require a larger class truck.
- G. Services Performed – The Contractor shall charge for services pursuant to the agreed-upon rate schedule. Whenever services are requested, which are not covered by the Tow Services Contract, the Contractor shall advise the City or the requesting party of the estimated cost of the service before it is performed.
- H. Overcharging – Overcharging for any tow service shall be cause for suspension. The suspension will remain in effect until the Contractor has presented proof to the Chief of Police that reimbursement(s) have been made to the aggrieved customer(s). In addition, the Contractor shall be assessed a penalty of \$100 for each instance of an overcharge. Three (3) violations of this section within any twelve (12) continuous months shall result in up to a thirty (30) day suspension from both tow lists.

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- I. Invalid Tow - In the case of an invalid tow or similar instance where the Sacramento Police Department elects to pay for the towing and storage of a vehicle, the Contractor will bill the Department and not require pre-payment by the vehicle owner before releasing the vehicle. The maximum chargeable fee will be the current contracted tow fee, 5 days of storage, and Lien Processing fee.

3. SPECIAL OPERATIONS

- A. Class C or D Operations – The Contractor shall submit his/her proposed rates for towing, storage, and special operations. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of one hour shall be charged in one (1) minute increments. For Class C and D vehicles which are unclaimed or unsold at lien, the Contractor may submit an invoice with a copy of the junk slip showing delivery to a salvage yard. In this case, the Department will pay one-half of towing and up to 17-days of storage at one-half the submitted bid rate for the applicable class of vehicle. In addition, the City will pay a disposal fee as bid in the RFP. This fee is intended to reimburse the Contractor for expenses resulting from dismantlement, special handling, and disposal of the salvaged vehicle. The invoice should be sent for processing to:

Sacramento City Code Enforcement
Attention: Accounting
300 Richards Blvd. 3rd Floor
Sacramento, CA 95811

- (1) Hourly rates shall be established for the following:
 - § Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers or any other type of auxiliary equipment;
 - § Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, or any other type of contracted equipment;
 - § Contract labor, skilled and unskilled.
- (2) Fees - The Chief of Police shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations. The formula for determining the reasonableness of rates for special operations consists of averaging the rates submitted by qualified proposers for Class C and Class D. Fifteen percent (15%) will be added to the average of each of the rates. Rates submitted that exceed the one-hundred and fifteen percent value (115%), in any of the tests, will be considered to be excessive or unreasonable, and the proposal for those rates will be rejected. Those offerors whose pricing is determined to be “unreasonable” in accordance with the above listed procedure, shall be offered the opportunity to submit “Best and Final” pricing. Proposers will be allowed once to resubmit disapproved rates for special operations. Disallowed rates submitted for special operations shall not disqualify the Contractor from conducting Class A and B towing/storage for the City.
- (3) Mark Up Rate - The Contractor shall submit a mark up rate (percentage of the cost to the operator) for retail equipment and specialized labor not otherwise listed on the application. If

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Contractor performs a service for which a required rate was not submitted to, and approved by the City, the Contractor shall only be entitled to charge for the actual cost of that service.

Example: contract labor rate not submitted; the Contractor may only charge for the actual rate paid for the labor.

- (4) Schedule of Rates - The approved schedule of rates charged by the Contractor shall be available in the tow truck and carried by all drivers at all times, and shall be presented upon request to the person(s) for whom the tow services were provided, or his or her agent, any Sacramento Police Officer or Code Enforcement Officer, and any citizen within Sacramento. An adequate supply of these copies will be maintained at all times. These handouts will be the same as those listed in Scope of Work, Section 4(H).
 - (5) Rate Requirements - Represent the maximum a Contractor may charge on a City call. A Contractor is not precluded from charging less when deemed appropriate by the Contractor. These requirements shall not be construed as requiring a charge when a Contractor would not normally charge for such service. No Contractor, or his/her employee or agent, shall refer to any rate as the minimum required by the City.
 - (6) Rotation Tow Lists - Nothing shall prohibit a Class B, C, or D operator from maintaining a place on a lighter class rotation tow list, provided the tow truck meets the equipment specifications for that class of operation.
- B. Evidence Impound Tow – The City has only one (1) Contractor for evidence impound tows and no other rotation tow Contractor should maintain custody over these vehicles at any time. On rare occasions, an officer impounds a vehicle for evidence and a rotational tow is dispatched. If this happens, ensure your drivers and other employees take special notice if the tow form is coded 22655.5 CVC. If discovered by your driver on scene they must notify the Officer on scene that your company is not authorized to handle evidence impounds. Contractor shall inspect every tow on scene or within twenty-four (24) hours of each tow dispatch call to verify that the authority on the tow is not 22655.5 CVC – Evidence Impound. If any vehicle is towed for 22655.5 CVC, Contractor shall contact the Sacramento Police Department Vehicle Crimes Unit at (916) 808-0520 on the same business day, or within the next business day if towed after regular business hours. Failure to meet the above requirements shall result in disciplinary action as detailed in Scope of Work, Section 11(A) and full financial responsibility for all tow and storage fees for each violation.

If it is determined that a vehicle is to be retrieved for any evidence purpose, the evidence impound tow company will respond immediately to pick up the vehicle, 24 hours a day / 7 days a week, from any rotation tow company covered by this contract. Nothing shall prohibit the original tow company from allowing the immediate pick-up of any vehicle that has been changed to evidence impound. All associated tow fees incurred at the original tow company will remain with that company. The evidence impound tow company shall not be responsible for advance payment of any fees to the original rotation tow company.

Once the evidence impound is concluded, the vehicle shall be released to the original tow company and their fees resume from that date forward. It is the originating tow companies' discretion to accept delivery of the vehicle after the evidence impound is concluded. If delivery is

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declined, all tow fees associated with the original tow are forfeited and the vehicle remains with the evidence impound tow company.

4. FACILITY REQUIREMENTS

- A. Primary Business Office and Storage Yard Locations – The Contractor shall maintain its primary storage yard within the Sacramento City Limits. Nothing in this section will prohibit a Contractor from operating a secondary storage facility approved by the Sacramento Police Department within two (2) air miles of the closest Sacramento City boundary, providing the Contractor provides transportation, at no cost, to any secondary facilities for vehicle releases. Vehicles are to be towed to a primary location. Only overflow vehicles which are unlikely to be claimed by their owners are to be towed to a secondary location. As space opens up at the primary yard, all vehicles that are likely to be released will be moved to that location from any secondary storage yards, priority will be given to all theft recovery vehicles. The Contractor may not impose any additional fees or charges for storage at a secondary location.
- (1) Code Compliance - In addition to the provisions herein, the primary and secondary locations shall comply with all Sacramento City Codes - Title 17.228.107 Towing Service/Vehicle Storage Yard and Title 17.612.020 Paving requirements. Compliance must be shown through completion and passing of an onsite inspection arranged through Sacramento City Code Enforcement. The fee payment for this inspection is the responsibility of the submitting Tow Company.
 - (2) Address Change Notification - The Contractor must notify the City of any change in his/her primary or secondary storage location or business office at least thirty (30) days in advance of the actual change in location. If the Contractor fails to provide proper written notice, he or she will be suspended from the Tow Services Contract until the new location is approved by the Sacramento Police Department. All new locations are subject to all facility requirements contained in this contract. Facility inspections may be conducted at any time for contract compliance.
 - (3) Proof of Occupancy - The Contractor shall provide the City with a copy of any lease, including any modifications or extensions, for Contractor's primary and secondary storage locations(s) or business office(s), if applicable. In the event the property is owned outright, provide a copy of the most recent property tax bill. If the Contractor fails to provide a copy of any lease, modification or extension, then he/she will be suspended from the Tow Services Contract until a copy is received by the City.
- B. Physical Characteristics – The primary office shall be large enough to accommodate necessary personnel and administrative records. Contractor shall provide a public, permanent restroom facility, either unisex or separate, and a public indoor or covered outdoor waiting area to seat at least four (4) people. Restroom facilities shall be maintained in a functional, clean and orderly fashion.
- C. Public Safety – All adequate measures shall be taken to protect the safety of the public.
- D. Access – The public shall have direct, unabated access to the inside of the office waiting area.
- E. Capacity – The capacity of the primary location storage must total not less than twenty-five (25) accessible parking spaces for use in connection with this contract, measuring a minimum of

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eighteen (18) feet by ten (10) feet for each space, as described in City Code 18.08.050 (4500 total square feet of storage).

F. Business Hours - Normal business hours shall not be less than 8:00 a.m. to 5:00 p.m., Monday through Friday, except for the following City recognized holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

G. Signage – Contractor must meet the following signage requirements at all times.

(1) The Contractor shall display in plain view at all cashier stations, a sign as described in Section 3070 of the Civil Code:

- a. Disclosing all towing and storage fees and other charges in force.
- b. Disclosing the following information: "Any person being charged for a Lien Processing Fee is entitled to copies of the supporting documentation showing the lien processing completed as of that date."

(2) An operator's place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The size of the lettering shall be comparable to the sign and lettering of neighboring businesses. The sign shall be visible at night.

(3) The Contractor shall display in plain view and have available for handout upon request to any owner or operator of a towed or stored vehicle the Vehicle Owner Rights under VC Section 22651.07 Towing Fees and Access Notice.

H. Signage Handouts – Contractor shall have an adequate supply at all times of all required postings in English on 8.5" x 11" sheets of paper that is readily available to the public. These handouts will contain:

- (1) The Contractor's name, address and contact phone number on the top or a listing of all tow rotation companies on the backside with full contact information, and;
- (2) All required postings of rates, fees, business hours and lien processes as stated in Scope of Work, Sections 4(F) and 4(G). This supply of handouts shall be placed out and available for the public to take with them at any time.

5. CONTRACTOR'S PERFORMANCE

A. The Contractor shall comply with all Federal, State and local laws applicable to towing, storage and disposition of vehicles.

B. Assignment to a Tow District - Upon acceptance into the Tow Rotation Program, the City will assign a Contractor to one (1) of the three (3) following operational districts. During the term of the Tow Services Contract, the City shall continually evaluate the number of Contractors assigned to and the number of calls emanating from each district. The City may reassign any Contractor(s) to another district if the City determines that the reassignment is in the best interest of the City.

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§ North - District #1: Area north of the north bank of the American River and west of the City limits which parallels Ethan Way.

§ Central - District #2: Area south of the north bank of the American River or the City limits south of Feature Drive from the American River to Howe Avenue or from where Feature Drive ends along Fair Oaks Boulevard; east of the west bank of the Sacramento River; north of the I-80 Freeway or north of the light rail tracks from US 50 to Jackson Road or north of the south curb of Jackson Road.

§ Southeast - District #3: Area south of District #2. Area south of Capitol City Freeway extending from the Sacramento River, east to the highway interchange (Highway 50 and 99) and continuing south of Highway 50.

- (1) The Contractor will be assigned, by the Chief of Police, to one (1) tow district only and shall provide tow service within that district on a 24-hour, 7-days-per-week basis.
- (2) Two (2) tow rotation lists will be maintained. One (1) by the Police Department and one (1) by Code Enforcement. Inclusion in the Police tow rotation list mandates that the Contractor shall participate in the tow rotation list maintained by City Code Enforcement simultaneously and meet all requirements set forth in Scope of Work, Section 5. Contractors are prohibited from maintaining multiple 'spots or turns' on the same tow rotation list.

C. Response Time - The Contractor shall respond to all Class A & B requests for service from the City of Sacramento within thirty (30) minutes or sixty (60) minutes for a heavy duty tow request from the time it receives the call from the Police or Code Enforcement Dispatcher. In the event the Contractor fails to furnish a tow unit within the specified time period, the City of Sacramento may cancel the tow request and request a tow unit from another Contractor. When the tow is canceled, the Contractor shall forfeit his/her turn in that rotation. If the Contractor does not answer a call from the City of Sacramento for dispatch to a tow, the Contractor shall forfeit his/her turn in that rotation.

D. Inability to Dispatch Tow - If the Contractor is unable to dispatch a tow unit immediately upon receiving a call for service, the Contractor shall immediately inform the City of Sacramento, and the Contractor shall forfeit that turn of the rotation.

E. Passing on Vehicles - The Contractor shall tow and store all vehicles which the City of Sacramento requests that the Contractor remove from any location, private or public, provided the Contractor has the necessary equipment and the vehicle can be safely transported.

F. Safekeeping of Vehicles and Personal Property - The Contractor shall be responsible for the security of vehicles and property at the place of storage. As a minimum, a fenced or enclosed area shall be provided. The Contractor is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles and shall take any and all precautions necessary with the safekeeping of all items associated with each tow. Personal effects in the vehicle at the time of the tow shall be immediately released to the registered owner or authorized agent during normal business hours when he/she presents proper identification. Contractor shall take any and all precautions necessary to maintain all towed vehicles in 'like' condition as they were received.

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- G. Subcontracting -The Contractor shall not authorize another Contractor or other person or company to tow a vehicle which has been assigned by the City to the original Contractor. Evidence impound vehicles are not included in this section. Exceptions must be approved by the Tow Administrator with the Sacramento Police Department.
- H. Towing of Assigned Vehicle - The Contractor shall not tow a vehicle which has been assigned to another Contractor by the City of Sacramento, except as expressly requested by an Officer, a City Dispatcher or the Tow Hearing Officer. Responding to a call and towing or attempting to tow a vehicle to which the Contractor was not assigned shall result in up to a thirty (30) day suspension from both tow rotation lists on first offense and termination on second offense within any twelve (12) continuous months.
- I. Accident Assistance - The Contractor shall tow any vehicle or vehicles which have been assigned to another Contractor to the closest safe distance from the accident as directed by a Sacramento Police Department officer, and shall not charge either the owner of the vehicle or vehicles or City for this service. The originally assigned Contractor will then assume the responsibility of towing the vehicle upon arrival at the scene.
- J. Vehicle Inspection Assistance - The Contractor shall provide assistance, including, but not limited to, moving or lifting towed vehicles, without additional charges. Theft recovery vehicles are to be stored in a secure facility and be easily accessible until cleared by the Auto Theft detail.
- K. Inspection of Towed Vehicle VIN and License Plates - **Contractor shall inspect every tow on-scene prior to hooking up or within twenty-four (24) hours of each tow dispatch call to verify that the license plates and VIN (Vehicle Identification Number) on every vehicle or trailer match the information documented by the Officer on the SPD-188 form.** If any variation or discrepancy exists, the Contractor will immediately notify the Officer on-scene or Police dispatch, who will determine if Code Enforcement or the Police Department initiated the tow. The responsible department will respond as soon as possible to inspect and correct the documentation issue. A new SVS (Stolen Vehicle System) entry may be needed in some instances. Failure to meet the above requirements shall result in up to a thirty (30) day suspension from both tow rotation lists and full financial responsibility for the tow and all storage fees for each violation.
- L. Holds Placed on Towed Vehicles - Contractor shall release any vehicle where a proper Sacramento Police Department release has been obtained or where directed by the California Vehicle Code.
- If a 'verbal' advisement from the towing Officer is given to 'hold' the car and no valid tow authority authorizes this 'verbal hold', the Contractor shall immediately release such vehicle once a proper release is obtained from the Sacramento Police Department or as directed by the California Vehicle Code. Failure to meet the above requirements shall result in up to a thirty (30) day suspension from both tow rotation lists and full financial responsibility for the tow and all storage fees for each violation.
- M. Vehicle Release - Prior to releasing a vehicle to the registered owner or his/her agent, a release must be obtained from the Sacramento Police Department for vehicles towed and/or stored pursuant to the following California Vehicle Code sections:

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§ 10751	Altered or Removed Vehicle Identification Number
§ 14602.6	Revoked/Suspended License
§ 14602.8(a)	DUI Impound
§ 14602.8(b)	DUI Impound
§ 22523(a)	Abandoned on Highway
§ 22523(b)	Abandoned on Private Property
§ 22651(a)	Vehicle Left Standing on Bridge
§ 22651(b)	Vehicle Left Standing on a Highway
§ 22651(d)	Blocking Driveway
§ 22651(e)	Blocking Fire Hydrant
§ 22651(f)	Vehicle Left on a Highway
§ 22651(h)(1)	Driver Arrested
§ 22651(h)(2)	Notice of Suspension Issued
§ 22651(i)	Five or More Parking Citations
§ 22651(j)	No License Plates
§ 22651(k)	Parked in Excess of 72 Hours
§ 22651(l)	Vehicle in Violation of Local Ordinances re: Construction
§ 22651(m)	Vehicle in Violation of Local Ordinances Permitting Removal
§ 22651(n)	No Parking - Tow-Away Zones
§ 22651(o)	Registration Expired 6 Months
§ 22651(p)	Unlicensed Driver
§ 22651(q)	Vehicle Parked on Highway in Common Interest Development, where posted
§ 22651(r)	Illegally Parked - Blocking Movement
§ 22651.5	Removal of Vehicles with Activated Audible Alarms
§ 22651.6	Removal for Speed Contest
§ 22653(a)	Removal from Private Property
§ 22653(b)	Removal from Private Property – Left at scene of accident
§ 22653(c)	Driver Arrested - Private Property
§ 22655	Hit-and-Run or Pursuit/Evading
§ 22655.3	Removal of Vehicle Evading the Police
§ 22655.5	Removal of Vehicle Involved in a Public Offense
§ 22656	Removal of Vehicle from a Railroad Right-of-Way
§ 22669(d)	Parked - Major Components Missing
§ 23109.2	Seizure of Vehicle Used in Speed Contest

N. Lien Sales - Shall be the sole responsibility of the Contractor, and all such sales shall be conducted in accordance with applicable state law.

6. CODE ENFORCEMENT

A. Abandoned Vehicles - Vehicles towed under CVC 22669 shall occur during the business hours of (Monday-Friday 0700-1700 hours), unless the vehicle in question poses a hazard. Abandoned vehicles may also be towed by Police Officers through Police Department Dispatch. For class C and D vehicles which are unclaimed or unsold at lien, the Contractor may submit an invoice with a copy of the junk slip showing delivery to a salvage yard. In this case, the City will pay one-half of towing and up to 17-days of storage at one-half the submitted bid rate for the applicable class of vehicle. In addition, the City will pay a disposal fee as bid in the RFP. This fee is intended to reimburse the Contractor for expenses resulting from dismantlement, special handling, and disposal of the salvage vehicle. The invoice should be sent for processing to:

Sacramento City Code Enforcement

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Attention: Accounting
300 Richards Blvd. 3rd Floor
Sacramento, CA 95811

Contractor's Compensation – The total of all fees paid to the Contractor and all other Contractors for RFP for the performance of all services set forth in the Scope of Work, including normal revisions (hereafter the "services", and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$60,000 per year.

- B. Response Time - The Contractor shall respond to all requests for service from the City of Sacramento within thirty (30) minutes or sixty minutes for a Class C or D request from the time it receives the call from Code Enforcement.
- C. Skipping - Intentional or frequent skipping of Code Enforcement Tow requests, whether dispatched from Sacramento Police Department or Code Enforcement, may be grounds for suspension from both tow rotation lists up to (30) days or termination of this contract as follows:
- § Two (2) cancellations / skips in any fifteen (15) contiguous day period: Warning letter and phone call for a first offense.
 - § Three (3) or more cancellations / skips in any thirty (30) contiguous day period: Letter of Discipline and 3 day suspension from both tow rotation lists.

In the instance of a Code Enforcement rotation tow, that Contractor shall maintain their position on top until a tow is received by the Contractor.

7. CONTRACTOR'S RECORDS

- A. Contractor's Records - The Contractor shall maintain records of tow services furnished for all public agencies as well as all private persons or entities while participating in the Tow Services Contract, including those described below, at a minimum. Such records shall be retained for a period of four (4) years, and shall be open to inspection during business hours immediately upon request by representatives of the Sacramento Police Department or City of Sacramento. Failure to make records, including insurance policies and complete financial and payroll data, available immediately upon request shall be grounds for immediate suspension or termination of the Tow Services Contract. At a minimum, records shall contain:
- (1) Tow Services - The Contractor shall record the following information for every tow:
- § Original or copy of the SPD-188 tow form.
 - § Name, address, and phone number of person, if available, whose vehicle was towed.
 - § VIN and license number, make, year, and model of each vehicle towed.
 - § Location from which the vehicle was towed.
 - § Name or employee number of driver assigned to said tow.
 - § Location to which vehicle was towed (if different from Contractor's primary storage facility.)
 - § Reason for tow, whether impound, accident, stolen recovery, abandoned, etc., if available.

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- § Location to which vehicle was towed (if secondary tow is made) and any and all subsequent location transfers or moves including the dates and time of those moves.
- § Name of party to whom the vehicle was released.
- § Method and date of payment.
- § All fees and charges for said tow, showing specifically towing, storage, lien fees, etc.
- § Any items of personal property released from any vehicle, including the date, time, and name of person receiving the items.
- § Disposition of towed vehicles that are unclaimed.
- § All proceeds from the sale of towed vehicles that are unclaimed.
- § All documentation of purported claims relating to damage, theft, vandalism, other acts of negligence or damage from acts of god as they relate to each involved vehicle, trailer or conveyance.
- § Date and Time (by means of a computer or time stamp)
 - Date and time the request for tow is received.
 - Date and time a tow unit departs the tow facility (or residence of driver if after business hours).
 - Date and time the tow unit arrives at the Contractor's storage facility.
 - Date and time any contents are released.
 - Date and time of release of the vehicle.

(2) Lien Sale Data - The Contractor shall record the following information for every tow:

- § Date the lien processing begins.
- § Date the notice of lien sale is mailed.
- § Date and time of lien sale.
- § Location of lien sale.
- § Identification of purchaser.
- § Monies received as a result of the lien sale.
- § Amount of excess monies forwarded to the state.

(3) Personnel Records - All employees, drivers and subcontractors, both current and former shall have a secured personnel file at the primary business office that shall contain at a minimum records related to their employment, training, benefits status, discipline, FMLA and leave requests, vacation requests and sick time records. Any additional personnel documentation needed to comply with this contract shall also be contained within these records.

B. DOJ Report Request - The Contractor shall comply with the Vehicle Code in the immediate reporting of the removal and storage of any Sacramento City vehicles. Upon request, the Contractor shall immediately furnish the Sacramento Police Department with a copy of all reports

which the Contractor is required to furnish the Department of Justice pursuant to the Vehicle Code.

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- C. Vehicle Status Report - Upon request, the Contractor shall immediately furnish the Sacramento Police Department with all reports showing the status of all vehicles. The report shall provide descriptions and identification of the vehicles, location of the vehicles, date of impounds, accrued charges, and date of release from impound.
- D. Property Receipts - The Contractor shall furnish a receipt to the vehicle owner for any property removed from any vehicle towed or stored. A copy of the receipt shall be placed in the vehicle involved, and the original receipt maintained with the Contractor's records.

8. TRUCK DRIVERS AND EQUIPMENT SPECIFICATIONS

- A. Truck/Driver Availability - The Contractor must have in operation at all times a sufficient number of qualified drivers and at least two (2) Class A tow vehicles with a minimum of 10,000 GVWR meeting the tow truck specifications and having the equipment specified for a Class A tow truck, as set forth in Attachment E. This requirement can be met with either two (2) recovery/wheel lift trucks, or one (1) each recovery/wheel lift truck and one (1) flat bed carrier truck. The Contractor shall maintain and provide a current list of all Sacramento City qualified tow vehicles.
- B. Tow Vehicle Permit - The Contractor shall use only tow vehicles that have been inspected by the City of Sacramento and have received a valid and current Tow Vehicle Permit. Additionally, each tow vehicle shall be certified by a state-licensed inspection facility, or have received a certificate issued by the California Highway Patrol when responding to tow requests pursuant to this Tow Services Contract.
- C. CHP Requirements - Each tow vehicle used for services under the Tow Services Contract shall comply with the provisions of the California Vehicle Code. Each tow truck will be equipped as provided in Attachment E, CHP Tow Truck inspection Guide – CHP 243B, at all times and must have the Contractor's company name clearly painted or in decal form on both sides of the tow truck. Each tow vehicle must pass an annual CHP vehicle Inspection. See Attachment F, CHP Safety Net Driver/Vehicle Inspection Report – CHP 407F.
- D. Tow Truck Driver - The Contractor shall ensure that tow truck drivers responding to calls initiated by the SPD are qualified and competent employees of his/her company. The Contractor shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through Sacramento Police Rotation. Tow truck drivers shall be at least 18 years of age, hold a current and valid Sacramento City Tow

Driver Permit and possess the following minimum class driver's license. CHP Certification Required.

- § Class A Tow Truck – A valid Class C license, or a valid Class A license with valid medical certificate on file.
- § Class B Tow Truck – A valid Class C license for non-regulated vehicles, or a valid Class A license with valid medical certificate, on file, for regulated vehicles pursuant to Section 34500 CVC.
- § Class C Tow Truck – A valid Class A license with valid medical certificate.

Proposer Name: _____

- § Class D Tow Truck – A valid Class A license with valid medical certificate.
- § The Class A (1) license must be endorsed to allow operation of special vehicle configurations and/or special cargos.

E. Current List of Drivers - The Contractor shall maintain and provide a current list of his/her drivers to the Sacramento Police Department upon implementation of this contract. The Contractor shall notify the Sacramento Police Department upon any change in driver status, including the addition of any new driver(s), or the deletion of any driver(s). An updated list shall be provided to the SPD within (7) seven calendar days of any change in driver status. Contractors, shall at a minimum, maintain the following information for each driver:

- § Full Name
- § Date of Birth
- § California driver's license number with expiration date
- § Copy of valid medical certificate
- § Tow driver permit number with expiration date
- § Job title/description
- § Current home address
- § Current home phone number
- § Type(s) of truck(s) driver has been trained and instructed to operate.

F. Employer Pull Notice Program - All tow truck drivers and Contractors shall be enrolled in the Pull Notice Program. Upon the addition of new drivers, a Contractor will be granted a maximum of 30 days to enroll drivers in the Pull Notice Program. Pull Notices shall be kept on file, signed, and dated by the Contractor. Sacramento Police Department may require a Contractor to provide copies of Pull Notice Reports. All drivers will maintain a valid City of Sacramento tow car driver permit.

G. Driver/Equipment Changes - **The Contractor shall in writing or through electronic mail, immediately notify the Sacramento Police Department Tow Administration Office of any changes in or additions to, including deletions of tow trucks, drivers and other equipment or employees.**

9. PROFESSIONAL DEMEANOR AND CONDUCT

A. Professional Demeanor and Conduct - At all times while participating in the Tow Services Contract, Contractor and Contractor's tow truck drivers and all other employees and any sub-Contractors shall conduct themselves in a courteous, honest and professional manner in all their dealings with the public and the City, its employees, and agents. The City may at any time conduct random customer service inquiries with citizens who have been towed by any City Contractor. Negative responses shall result in further follow-up by the Tow Hearing Officer and possible administrative action against the offending Contractor.

As a tow operator for the City of Sacramento you will abide by the *California Tow Truck Association Code of Ethics*.

Proposer Name: _____

- § To show my faith in the worthiness of my profession by upholding high standards, honor, and a high degree of integrity.
- § To provide the general public with the best possible service and to promote a sense of personal obligation to each individual.
- § To comply with all federal, state, county, City laws and regulations.
- § To aid my fellow industry man in time of need and not to do anything which might conceivably injure the reputation of my competitors.
- § To seek success and to demand fair remuneration that is justly due, but accept no profit at the price of my own self respect lost because of unfair advantage taken or questionable acts on my part.
- § To provide the public with adequate equipment, which is kept as clean and neat as possible, and to train my drivers to be polite and courteous during public contact.
- § To employ truth and accuracy in advertising and soliciting and to honor any commitments made in the course of business.

B. Misconduct - While involved in the City of Sacramento Tow Rotations, the operator and his/her employees shall refrain from any acts of misconduct, including but not limited to any of the following:

- (1) Rude or discourteous behavior directed towards City of Sacramento personnel or citizens for whom service is provided. "Rude or discourteous behavior" shall mean any act that would insult, aggravate, disturb or frustrate a person of reasonable sensibilities, which act(s) shall include, but is not limited to, using profanity or inappropriate language, manifesting an uncooperative and/or angry demeanor, performing acts of vandalism, failing to respond to questions in a courteous and professional manner, intentionally misrepresenting rates or tow procedures or attempting to manipulate rates or tow procedures at the detriment of citizens or the City of Sacramento.
- (2) Discourteous or unprofessional treatment of the public or any City employee in connection with services rendered pursuant to the Tow Services Contract shall result in up to a thirty (30) day suspension from both tow lists on the first and second offense and termination of this contract on the third offense within a continuous twelve (12) month period. For the purpose of this Tow Contract a member of the public shall include any private or business party outside of the City of Sacramento, whether individual or as part of a group. See Scope of Work, Section 9.
- (3) Any act of sexual harassment or sexual impropriety.
- (4) Unsafe driving practices.
- (5) Any objective symptoms of alcohol and / or drug use / abuse while performing any related tow service for the City of Sacramento. See Attachment G – Drug Free Workplace.
- (6) Sub-standard service, customer service, selective service, or refusal to provide service which the tow company is capable of performing.

10. ADMINISTRATIVE MATTERS

Proposer Name: _____

- A. Contract Administration Fee - The Contractor agrees to pay to the City a non-refundable fee as specified in Scope of Work, Section 2(B) for Class A and B tows for Police rotation referral, including service calls. This administration fee must be absorbed by the Contractor and is not to be passed on to the customer. For purposes of this section, a tow rotation referral refers to each call the Police Department makes to the Contractor requesting it to tow a vehicle pursuant to the

Tow Services Contract. If the Police Department cancels a tow, it shall not be counted as a tow rotation referral. The fee must be paid monthly, based upon the number of tow rotation referrals in the previous month. Payments are due fifteen (15) days after billing. **Payment shall be via credit card only.** Payment of the fee is a condition precedent to being placed on the rotational tow list and receiving tow rotation referrals. The fee is intended to cover the City's costs and expenses of administration of the Tow Services Contract and is non-refundable and non-transferable.

Late payments will cause that Contractor to be suspended from both tow rotation lists without further notice for a minimum of four (4) days. The Contractor shall be required to pay the outstanding fees plus a one hundred dollar (\$100.00) administration penalty fee in order to be reinstated into the rotation. A phone call from the Tow Administration Office will serve as notification of non-payment and initiate the suspension. This fee is only applicable to Police Department rotation tow calls, regardless of type. Payments must be made online at <http://portal.cityofsacramento.org/Online-Services?Pay-Online.aspx> or may be made in person via credit card at Sacramento City Hall – Revenue Division, 915 I Street, Room 1214..

- B. Transfer of Business - The Contractor will notify the Sacramento Police Department immediately upon transfer of ownership of all or part of the company. The Tow Services Contract is not transferable to the new owner. The new owner must apply to and be approved by the Sacramento Police Department for a participation in the Tow Services Contract, and shall be required to pay the fee provided in Scope of Work, Section 10(A).

- C. Option Semi-Annual Contract Review - The purpose of this section is to provide a process for an optional semi-annual review of the terms and conditions of the Contract by the Chief of Police and an organization representing a majority of the Contractors in the City of Sacramento in the event that legitimate and substantial changes occur in conditions or law affecting the majority of the

Contractors in the City of Sacramento. Examples of such conditions may include, but are not limited to, substantial increases/decreases in business expenses, changes in the law affecting the Department or the operators, or recommended changes in the terms and conditions of the rotational Tow Contract as a result of service delivery experience in the City of Sacramento.

A request for a semi-annual review of the terms and conditions of the Contract shall be communicated to the Tow Program Administration Office of the Sacramento Police Department in writing by a majority of the Contractors under this Contract, and not merely at the request of a single Contractor. The Chief of Police may also request a semi-annual review if he/she feels it is in the best interests of the citizens of the motoring public, the Sacramento tow industry, and/or the Department.

- D. Period of Performance - The period of performance associated with the contract shall be: The date of award through December 31st, 2016, as well as three (3) one-year option periods.

Proposer Name: _____

- E. Option Period - It is the City of Sacramento's sole discretion to exercise an option period. Option periods will be exercised upon successful completion of the contract in accordance with its Non-Professional Services Contract, Scope of Work, and its contract clauses and provisions.
- F. Expiration - Unless sooner terminated, the Contract shall expire December 31, 2016. Notwithstanding the term of the Tow Services Contract and the discipline procedures contained herein, the Contract may be terminated immediately upon written notice given by either the Contractor or the Sacramento Police Department. The Contract may be terminated at any time in the sole discretion of the Police Department, with or without cause.
- G. Termination - This Tow Services Contract may be terminated at any time by either party with or without cause. Although the City may elect to impose discipline for violations of the Contract which are less severe than termination or may grant an appeal to discipline imposed, the Contract may be terminated without cause. The Contractor agrees that the disciplinary procedures and options contained herein do not affect the City's ability to terminate the Contract at the discretion of the Police Department without cause. Nothing in the Contract shall be construed to create any property rights, interests or licenses held by the Contractor.

11. CONTRACT VIOLATIONS AND/OR COMPLAINTS

- A. Deviations from the terms of this contract and/or complaints received from police officers, other City employees, or private citizens against the Contractor may be investigated by the Sacramento Police Department or its designee. The Chief of Police may take any action, including written reprimands, suspension from both tow rotation lists, or termination of the Tow Services Contract when the Contractor or his or her employees have violated any of the terms of the Contract or any law or local ordinance. Upon completion of any investigation pursuant to this section, the Police Department shall inform the Contractor, in writing, of any disciplinary action to be taken. Unless otherwise noted within the Scope of Work, violations within a continuous twelve (12) month period may result in any of the following actions:
 - § First violation – Warning notice
 - § Second Violation – Three (3) day suspension
 - § Third Violation – Seven (7) day suspension
 - § Fourth violation – Fifteen (15) day suspension
 - § Fifth Violation – Thirty (30) day suspension
 - § Sixth Violation – Termination of the contract
- B. In addition to the violations/disciplinary actions detailed within individual sections of the Scope of Work, following are further violations:
 - (1) Within any calendar month, more than two failures to either respond to a request for tow service within the time set forth in Section 5(C), Contractor's Performance, or refusing/failing to tow any qualifying vehicle assigned, or passing on/unavailability to respond will constitute a violation. This section is applicable to the Police Department tow rotation list. Frequent skipping of Code Enforcement tows is addressed in Section 6(C).
 - (2) Inadequate office or storage areas, employees, or equipment not meeting the requirements set forth in this Tow Services Contract shall result in up to a thirty (30) day suspension from both tow rotation lists on first and second offense and termination of this contract on third offense within any twelve (12) continuous months.

Proposer Name: _____

- (3) Subcontracting for any tow service, or violating the financial interest section in Section 3.14 of the RFP, shall result in immediate termination of this Tow Services Contract.
 - (4) Contractor's failure to satisfy a court order/judgment mandating reimbursement to a vehicle or property owner for the damage or loss which occurred while the vehicle was in the Contractor's custody will result in a suspension from both tow rotation lists. The suspension will remain in effect until the Contractor has presented proof of the reimbursement to the Police Department.
 - (5) Any other violation of the Contract will result in a suspension or termination depending upon the severity of the incident.
- C. In the event that it is determined that a Contractor is to be served with a notice of termination from the Tow Services Contract, the Tow Administrator will provide written notification detailing the offense(s). The Contractor may request an appeal hearing within seven (7) calendar days by submitting a request in writing to the Police Department. Nothing set forth in this paragraph shall permit the Contractor to appeal any termination of the Tow Services Contract affected by the Police Department. Failure of the Contractor to request an appeal of the decision of the Police Department within the seven (7) days required pursuant to this section shall constitute a waiver of the Contractor's right to an administrative appeal of the decision. If a hearing is requested, it shall be held as soon as practicable while still allowing the Contractor a meaningful time period to prepare a defense. The hearing shall be conducted by the Tow Review Committee. The hearing shall be informal and the rules of evidence shall not apply. The Contractor shall be entitled to present all relevant facts to the Tow Review Committee in support of his/her position. The Contractor shall be notified in writing of the decision by the Tow Review Committee within ten (10) calendar days of the date of the hearing. The decision of the Tow Review Committee is final and binding, and shall be subject to no further administrative appeal.

In the event the City terminates a Contractor from the Tow Services Contract and the Contractor seeks an appeal hearing, the disciplinary action will be delayed pending the administrative appeal process. In the event the Police Department elects to modify the discipline imposed on the Contractor, the Contractor agrees he or she shall not be entitled to recover any costs, compensation, damages, losses, and/or expenses of any type or description from or file a claim against the City, its officers, employees, and appointees, including but not limited to members of the Tow Review Committee, arising out of or related to, in any manner, a complaint filed against, or discipline imposed upon the Contractor.

12. INSURANCE REQUIREMENTS

The failure to maintain adequate insurance coverage for any reason at any time shall result in immediate suspension from the Tow Services Contract and both tow rotation lists until proof of insurance is received by the City.

Insurance Requirements - During the entire term of this Agreement, Contractor shall maintain the insurance coverage described in Section 12.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by Contractor under this Agreement. No additional compensation will be provided for Contractor's insurance premiums.

Proposer Name: _____

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. A Garage Liability policy with limits of \$1,000,000 may be substituted for the commercial general liability policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.
- (3) Garage Keepers Liability policy in the amount of at least \$250,000.
- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the City by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the Contractor.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of Contractor, products and completed operations of Contractor, and premises owned, leased or used by Contractor. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the City by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

Proposer Name: _____

- (2) Automobile Liability Insurance: The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Contractor's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (3) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the City Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may withhold payments to Contractor and/or cancel the Agreement if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

Proposer Name: _____

PROPOSAL SIGNATURE PAGE

All Proposers must complete and sign this section. Failure to complete and sign this section will result in rejection of the proposal.

Name of Proposer: _____

Business Address: _____
(Street) (City) (State) (Zip Code)

Telephone: _____ **FAX:** _____

Type of Business: [] Corporation; [] Partnership; [] Individual doing business under own name; [] Individual doing business using a firm name; [] Joint Venture (Attach Joint Venture Agreement)

Federal Tax I.D. Number: _____

City of Sacramento Business Operations Tax Number: _____

NAME AND ADDRESS OF PROPOSER SUBMITTING THIS PROPOSAL:

If Individual Proposer:

Name _____

Address _____

If firm or partnership, list the names and addresses of each firm principal or partner:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Proposer Name: _____

If corporation, list the names, title and addresses of each officer of the corporation:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

To the City of Sacramento:

The undersigned, as proposer, certifies that the only persons or parties interested in this proposal as principals are those named herein as proposer; that this proposal is made without collusion with any other person, firm, or corporation; that in submitting this proposal the proposer has examined all terms, conditions, and requirements set forth in the Request for Proposals; that the proposer proposes and agrees that if this proposal is accepted, the proposer will execute and fully perform the contract for which proposals are called; that the proposer will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the proposer will take in full payment therefore, the prices set forth in the attached schedule.

(Typed or Printed Name and Title)

(Signature)

Address (if different than business address above)

Proposer Name: _____

ROTATION TOW LISTING APPLICATION

TYPE OR PRINT CLEARLY

BUSINESS		
BUSINESS NAME	PHONE NUMBER ()	
BUSINESS MAILING ADDRESS		
BUSINESS ADDRESS IF DIFFERENT THAN ABOVE	FAX NUMBER ()	
VEHICLE STORAGE		
PRIMARY STORAGE YARD ADDRESS	<input type="checkbox"/> OWNED	<input type="checkbox"/> LEASED <input type="checkbox"/> RENTED
SECONDARY STORAGE YARD ADDRESS	<input type="checkbox"/> OWNED	<input type="checkbox"/> LEASED <input type="checkbox"/> RENTED

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

<input type="checkbox"/> CLASS A (MINIMUM 10,000 GVWR)	NUMBER OF CLASS A TRUCKS:
<input type="checkbox"/> CLASS B (MINIMUM 19,501 GVWR)	NUMBER OF CLASS B TRUCKS:
<input type="checkbox"/> CLASS C (MINIMUM 33,000 GVWR)	NUMBER OF CLASS C TRUCKS:
<input type="checkbox"/> CLASS D (MINIMUM 50,000 GVWR)	NUMBER OF CLASS D TRUCKS:

RATES

	CLASS A	CLASS B	CLASS C	CLASS D
HOURLY RATE	N/A	N/A		
INSIDE STORAGE	N/A	N/A		
OUTSIDE STORAGE	N/A	N/A		
CONTRACT LABOR (NONSKILLED)				
SPECIAL EQUIPMENT (LIST)				
	N/A	N/A		
	N/A	N/A		
RENTAL/SKILLED LABOR MARKUP (5)	N/A	N/A		

APPLICANT'S CERTIFICATION

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION, OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST).

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE CITY OF SACRAMENTO?

YES NO NAME OF TOW COMPANY: _____

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE CITY OF SACRAMENTO?

YES NO NAME OF TOW COMPANY: _____

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY?

YES NO NAME OF TOW COMPANY: _____

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A ROTATION TOW CALL, OR MORAL TURPITUDE?

YES NO

I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

SIGNATURE	PRINT NAME AND TITLE	DATE
-----------	----------------------	------

Proposer Name: _____

Sacramento Police Department
TOW OPERATOR/DRIVER INFORMATION

TOW OPERATOR/DRIVER INFORMATION

Instructions: Please type or print clearly. Form must be filled out completely – One form per driver.

Operator/Driver Full Name _____
(First, Middle, Last)

Date of Birth _____ List all AKA's _____ (Use additional pages if necessary)

Company Name _____

Driver's License Number _____ State _____ Exp. Date _____

License Class _____ Endorsements _____ Medical Certificate? Yes _____ No _____

Medical Certificate Expiration Date _____ Job Title/Classification _____

City of Sacramento Tow Car Driver Permit Number _____ Expiration Date _____

Number of years experience as a tow truck operator/driver in the following classes:

Class A _____ Class B _____ Class C _____ Class D _____

Operator/Driver presently enrolled in the DMV Pull Notice Program? Yes _____ No _____

Operator/Driver ever been convicted of a crime? Yes _____ No _____. If yes, explain the circumstances. Include the crimes committed, sections violated, date of convictions, country, state, and county where crimes were committed.

(Use additional pages if necessary)

I certify that the above information is true and correct, and that no omissions have been made.

L The operator and driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Section 31.

Operator's/Owner's signature _____ Date _____

Tow driver's signature _____ Date _____

Proposer Name: _____

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
 - a. The LBE's principle business office or workspace; or
 - b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

YES - the firm submitting the bid is qualified as a local business enterprise.

NO - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

Proposer Name: _____

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

***BID PROPOSAL MAY BE DECLARED NONRESPONSIVE,
IF THIS FORM (COMPLETED) IS NOT ATTACHED.***

Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned Contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Establishing a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace.
 - b. The Contractor's policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation, and employee assistance program.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.
4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.
5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:
 - a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing, within three years of the date of my signature below.

EXCEPTION: _____
Date Violation Type Place of Occurrence

Proposer Name: _____

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subContractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS TOW AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: _____

BY: _____ **Date:** _____
Signature Title

Effects of violations:

- a. Suspension of payments under the Agreement.
- b. Suspension or termination of the Agreement.
- c. Suspension or debarment of the Contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Name of Contractor
Address
Phone/Fax

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

Invitation to Bid	Workers' Compensation Certificate
Instructions to Bidders	Contractor's Bid Proposal Form
Certificate(s) of Insurance	Technical Specifications
Drug-Free Workplace Policy and Affidavit	
Declaration of Compliance (Equal Benefits Ordinance)	
Declaration of Compliance (Living Wage Ordinance)	
Local Business Enterprise (LBE) Preference/Participation	

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits:

CONTRACTOR:

NAME OF FIRM

Federal I.D. No.

State I.D. No.

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify: _____*)

Signature of Authorized Person

Print Name and Title

Additional Signature (*if required*)

Print Name and Title

DECLARATION OF COMPLIANCE
Living Wage Ordinance

Name of Contractor: _____

Address: _____

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date: _____

Print name: _____

Title: _____

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: _____

Address: _____

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

Date

Print Name

Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:
Sacramento City Police Department
Tow Program Administration Office
Attention: Tow Administrator
5770 Freeport Blvd., Suite #100
Sacramento, CA 95822-3516
Tow-administrator@pd.cityofsacramento.org
Telephone: (916) 808-0585
Fax: (916) 808-0707

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:
Name/Title
Address
Phone/Fax/E-mail

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$_____.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Sacramento City Code Enforcement
Attention: Accounting
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Attn: _____

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] Not furnish any facilities or equipment for this Agreement; or
 furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

**EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT**

GENERAL PROVISIONS

1. **Independent Contractor.**
 - A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
 - B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
 - C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
 - D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- 8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the

standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this

provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Garage Keepers Liability policy in the amount of \$250,000.
- (4) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and

12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.
13. **Entire Agreement**. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the

Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - A. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E

LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

Payment of Living Wage to Covered Employees

If a Contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, Contractor size, subcontract amount and/or subcontractor size, the Contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the City contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the City contract.^a

^aThe LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in parent-subsidiary relationship (such as a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or

- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the Contractor, as determined by the City Manager.

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A Contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under City Contracts

Under the LWO, Covered Employers may not directly use City funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use City funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a City Contractor constitutes a material breach of the contract, and authorizes the City to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the City to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the City, and to take such other steps as may be necessary for the City to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a Contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the City, on or after March 1, 2004, is required to provide the City with a signed Declaration of Compliance in the form required by the City, prior to the City's execution of the contract. The Declaration of Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the City, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at <http://portal.cityofsacramento.org>.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the

First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- i Submit a written complaint to the City of Sacramento, Procurement Services containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- i Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
- Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- i Submit a written complaint to the City of Sacramento, Procurement Services, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- i Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services, at the same address, containing the details of the alleged violation.