

REQUEST FOR PROPOSALS (RFP)
TOWING AND STORAGE SERVICES



CITY OF LYNWOOD
11330 BULLIS ROAD
LYNWOOD, CA 90262

KEY RFP DATES:

((Timeline Dates below are Subject to Change))

- | | |
|--|----------------------------|
| • Issuance of RFP by City | Tuesday, February 21, 2017 |
| • Deadline Questions/Clarification Requests | Wednesday, March 1, 2017 |
| • Deadline for Submitting Complete Proposals | Tuesday, March 7, 2017 |

Table of Contents

I.	INTRODUCTION	5
A.	BACKGROUND	5
B.	REQUEST FOR PROPOSALS PROCESS	6
C.	METHOD OF SELECTION	9
D.	COST OF PROPOSAL/RFP PREPARATION & PROPOSAL PROCESSING FEE	13
E.	PUBLIC RECORD	13
F.	CONFIDENTIAL INFORMATION	14
G.	DISCRIMINATION	14
H.	SUBMITTAL REQUIREMENTS	15
I.	FORMAT FOR PROPOSAL SUBMITTAL	16
J.	SUBMITTAL INSTRUCTIONS	16
K.	CERTIFICATION	16
II.	GENERAL PROVISIONS	17
A.	SERVICES TO BE PERFORMED	17
B.	CONDUCT	17
C.	REGULATION	18
D.	COOPERATION	18
E.	SUPERVISION	18
F.	PRIORITY AND RESPONSE TIME	18
G.	ADMINISTRATION	18
H.	SETTLEMENT OF DISPUTES	19
I.	CITY NOT LIABLE	19
J.	REPORTS TO BE MADE TO CITY	19
K.	INSURANCE AND INDEMNITY REQUIREMENTS	20
L.	TOWING SERVICE PROVIDER'S RECORDS, ETC. OPEN TO INSPECTION	23
M.	IMPOUND REPORTS	23
N.	NOTIFICATIONS	23
O.	STORAGE	24
P.	LIEN ON STORED VEHICLES	24
Q.	DISPUTES AND INJURIES	24

R.	CITY VEHICLES.....	25
S.	TRAFFIC ACCIDENT SCENE CLEANUP.....	25
T.	FAX MACHINE	25
U.	TOXIC MATERIALS.....	25
V.	COLLECTION OF FEES.....	25
W.	LICENSES, CERTIFICATES AND PERMITS.....	25
X.	BACKGROUND INVESTIGATION AND FEE REQUIRED	26
Y.	FRANCHISE FEES.....	26
III.	TOWING PROVISIONS	27
A.	PLACE TO WHICH VEHICLES SHALL BE TOWED.....	27
B.	EVIDENCE TO BE SAFEGUARDED	27
C.	REMOVAL CHARGES.....	27
D.	ROTATION SYSTEM.....	28
IV.	STORAGE PROVISIONS	29
A.	STORAGE LOT(S).....	29
B.	PRIMARY STORAGE LOT	29
C.	INVESTIGATIVE HOLD AREA AND VEHICLES.....	30
D.	SECONDARY STORAGE LOTS.....	30
E.	STORAGE OF VEHICLES.....	31
F.	ENCLOSING OF STORAGE AREAS.....	31
G.	OFFICE.....	31
H.	RESPONSIBILITY FOR VEHICLE, ACCESSORIES, AND PERSONAL PROPERTY....	32
I.	PROTECTION AND HANDLING OF VEHICLES	32
J.	RELEASE OF VEHICLES.....	33
K.	REGULATION.....	33
L.	TOWING SERVICE PROVIDER'S AUTHORIZED RATES AND CHARGES TO CUSTOMERS.....	34
V.	STAFFING PROVISIONS	34
A.	SUFFICIENT PERSONNEL.....	34
B.	DISPATCHER.....	35
C.	TIMEKEEPING AND DELAYS.....	35
D.	OPERATORS	36
VI.	VEHICLES AND EQUIPMENT PROVISIONS	36

A. TOW UNITS RADIO EQUIPMENT.....	36
B. DISPATCHER'S OFFICE RADIO COMMUNICATIONS.....	36
C. TOW TRUCK PARKING	38
D. TOW UNIT MARKINGS	38

Attachments

- Attachment 1 - Towing Services Agreement*
- Attachment 2 - Towing Services & Facilities Inspection Checklist*
- Attachment 3 - Insurance Requirements Checklist*
- Attachment 4 - Civil Litigation History/Civil Litigation Certification*
- Attachment 5 - Criminal Convictions Certification*
- Attachment 6 - Disclosure of Contacts with City Council Members*
- Attachment 7 - False Claims/False Claims Act Certification*
- Attachment 8 - Non-Collusion Affidavit*

CITY OF LYNWOOD

VEHICLE TOWING AND SECURE STORAGE SERVICE PROVISIONS

I. INTRODUCTION

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

The Towing Services Agreement awarded to the firm with the selected proposal (hereafter referred to as the "Towing Service Provider") will be for an initial term with two City-held options to extend the Towing Services Agreement for two (2) one-year extension terms subject to the same terms and conditions, which the Towing Service Provider may provide under either of these options, or both:

A: : A base one year term with two City-held options to extend the Towing Services Agreement for two (2) one-year extension terms subject to the same terms and conditions

B. A base three year term with two City-held options to extend the Towing Services Agreement for two (2) one-year extension terms subject to the same terms and conditions.

Please specify the option base year term, whether Option A or B, or both, which corresponds to the rates offered to the City in each response.

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

A. BACKGROUND

Proposers who are awarded a contract by the City will be required to execute a contract services agreement (the "Towing Services Agreement") with the City of Lynwood in the substantive form of the Towing Services Agreement attached hereto as Attachment 1. City reserves the right to make modifying and/or clarifying edits and technical corrections to the form of the Towing Services Agreement attached as Attachment 1 prior to the award of any contract and/or as a condition to the award of any contract. By submitting a proposal a proposer agrees to the terms of the Towing Services

Agreement as set forth in Attachment 1, including but not limited to provisions relating to required insurance and indemnification, defaults and breaches of the agreement, maximum rates charges to persons whose vehicles are towed and other performance standards set forth therein. If a proposer's written proposal is premised and conditioned upon the City agreeing to modify, amend or strike any one or more of the terms of the template Towing Services Agreement, then the proposer shall clearly and expressly state in its proposal which provision it proposes to modify, amend or strike as part of its proposal and the proposal shall also explain why such changes are necessary and how the best interests of the City are furthered and/or safeguarded notwithstanding the proposer's requested changes. The failure to identify any provision as a provision the proposer wishes to modify, amend or strike as part of its proposal, shall mean that the proposer accepts the Towing Services Agreement and the provisions contained therein in their current form and is willing and able to perform under the Towing Services Agreement under the terms of the provision as is. In such event, City shall be under no obligation to entertain post-award modifications, amendments or deletions of any provision of the template Towing Services Agreement. The foregoing notwithstanding, proposer must understand that the more a proposal deviates from the baseline requirements of the RFP, including the baseline requirements as articulated in the template Towing Services Agreement, the less favored the proposal will be.

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

B. REQUEST FOR PROPOSALS PROCESS

This RFP includes instructions on the preparation and submission of proposals as well as the baseline requirements for each proposal. The RFP packet also includes forms that must be completed by each proposer and submitted along with all other proposal materials, including a completed City of Lynwood Tow Listing Application.

1. Submission of Proposals

Proposals must be submitted to the City care of the Office of the City Clerk ("City Clerk") located at Lynwood City Hall, 11330 Bullis Road, Lynwood, California. The City Clerk's Office is open from 7:00 am to 6:00 pm Monday through Thursday, excluding City-observed holidays. **Proposals must be submitted and in the possession of the City Clerk no later than 6:00 pm on Tuesday, March 7, 2017 (the "Submission Deadline")**. Proposals received by the City Clerk after the Submission Deadline will not be considered. The City also reserves the right to extend the Submission Deadline at any time and for any reason, including for the purpose of requesting additional

information from proposers. With respect to timely submitted proposals, the City reserves the right to waive irregularities and waive informalities or defects in any or all responses. Proposals must be submitted personally by the proposer or an employee or officer of the proposers company. **The City Clerk will not accept proposals submitted by mail, overnight courier (e.g., UPS, FedEx etc.), or electronic mail.** Each submitted proposal shall remain valid and binding for a **period of 120 days** from the Submission Deadline. All Proposals and documents submitted will become the property of the City.

Proposals and related documents submitted by proposers shall become the property of the City and shall be regarded as public records of the City. Proposals and other materials submitted by a proposer may be disclosed to the public, except where applicable exemptions from disclosure apply as determined by the City or where the proposer has specifically marked a specific document as being confidential and/or proprietary. Such confidential documents may include financial information provided by the proposer to the City. The foregoing notwithstanding, proposals shall remain confidential until such time as the Advisory Committee presents a list of responsive proposers to the City Council, which shall be posted on the City's internet homepage along with all submitted proposals as part of a duly published agenda for a City Council meeting.

2. Evaluation of Proposals

The Advisory Committee shall consist of at least one representative from the City Manager's Office, the Finance Division, the Public Works Department, the Development, Compliance and Enforcement Services Department and the Los Angeles County Sheriff's Department. The Advisory Committee shall undertake a preliminary review of all proposals and shall also schedule on-site inspections of each proposer's facilities by either the Advisory Committee or an independent contractor retained by the City for this purpose. Based on the initial round of scoring, the Advisory Committee may select certain proposers for interviews so that the Advisory Committee may ask further questions, obtain clarification and if desirable attempt to negotiate modifications or refinements to the proposal that may be in the best interest of the City. The Advisory Committee shall then create a list of responsive proposers based on its evaluation of all proposals, facility inspections and interviews ("Responsive Proposers List"), and submit the Responsive Proposers List to the City Council for consideration. Proposers that the Advisory Committee rates as not Responsive (e.g., due to the proposers failure to submit all of the required information or due to the proposers inability to satisfy the baseline requirements of this proposal) will not be presented to City Council on the Responsive Proposers List. The City Council may accept or reject the determinations and/or evaluations of the Advisory Committee in whole or in part. The City Council may also reject, approve or conditionally approve the award of any one or more contracts to proposers on the Responsive Proposers List in the best interests of the City and in an effort to secure one or more Towing Service Providers who offer the best value to the City.

3. Questions and Requests for Clarification

All inquiries or comments regarding the RFP or the scope of work requested thereunder must be in writing and should be directed to Mike Poland, Planning Manager, Lynwood City Hall, 11330 Bullis Road, Lynwood, California 90262. All questions and/or requests for clarification regarding the RFP or the scope of work requested thereunder **must be submitted in writing and received no later than 6:00 p.m. on Wednesday, March 1, 2017** (the "Question Submission Deadline"). The City will be under no obligation to respond to questions or requests for clarification submitted after the Question Submission Deadline.

Written questions or requests for clarification may be submitted via personal delivery or overnight courier (e.g., UPS and FedEx). **The City shall be under no obligation to accept, consider or respond to questions or requests for clarification that are submitted verbally or via electronic mail.** Responses, whether verbal or written, which are provided by any officer or employee of the City, other than Advisory Committee shall not be valid, and proposers may not rely on such responses or bind the City to the same. Responses to questions and requests for clarification shall be communicated in writing and posted on the City's internet homepage.

4. Submission of Written Objections

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

- a. Objections must be submitted in writing with the Office of the City Clerk within **seven (7) calendar days** after the Advisory Committee's submission of the Responsive Proposers List to the City Council. Such written objections must be submitted by or before 12:00 p.m. by personal delivery, U.S. mail or overnight courier. Objections submitted after the 7th-day objection period will be deemed untimely and the City reserves the right to disregard such untimely objections. Objections postmarked or submitted with an overnight courier prior to the submission deadline for objections but received by the City Clerk after the submission deadline for objections has passed will also be deemed untimely.
- b. The written objection **must** state, in detail and with specificity, the grounds for the objection and include, all facts, supporting documentation, legal authority and/or argument(s) in support of the objection. Any objections or concerns not set forth in the written objection packet submitted with the City Clerk shall be deemed waived. All factual contentions must be supported by competent and credible evidence as opposed to hearsay or rumor. A proposer who submits

written objections shall also include any and all records, documentation or other corroborating evidence which supports the objection.

- c. The written objections must include the name, address and telephone number of the objector as well as the primary contact person for purposes of obtaining additional information or clarification. The proposer filing a written objection must also deliver or mail a copy of all materials filed with the City Clerk to the proposer who is the subject of the written objection. Proposers whose proposals are the subject of a written objection may submit rebutting statements and evidence by or before the hearing upon which the City Council will be asked to consider the award of one or more contracts.
- d. The Advisory Committee and the City Council will take any objections under consideration as part of any final decision to award any one or more contracts under this RFP.
- e. All of the foregoing notwithstanding, all proposers are advised that this RFP is intended to give the Advisory Committee and the City Council the broadest discretion possible to award a contract for motor vehicle towing and secured storage services. No one factor or set of factors, whether positive or negative, shall necessarily be determinative or dispositive as to the City Council's final decision to award one or more contracts. Both the Advisory Committee and the City Council will weigh and consider a multiplicity of factors (as well as pluses and minuses) in an attempt to determine which proposer or set of proposers offer the City the best overall value and serves the best interests of the City. While the City encourages proposals that meet or exceed all of the baseline requirements of this RFP, the City reserves the right to award one or more contracts to proposers whose proposals may not necessarily satisfy every baseline requirement. The Advisory Committee and the City Council further reserve the right to condition the award of any one or more contracts on a proposer's willingness to modify or amend their proposal in a manner that provides the City with the best value in the judgment of the City Council. While the Advisory Committee will score proposals in determining which proposers will comprise the Responsive Proposers List submitted to the City Council, the City Council reserves the right to reject the Advisory Committee's evaluation or determinations on any one or more factors and may also give greater weight to one factor or set of factors over another in making its final decision. Again, the City intends to give itself the broadest discretion possible in making any final decision to award a contract.

C. METHOD OF SELECTION

1. BASELINE REQUIREMENTS

Proposers must meet the following requirements, collectively referred to as the "Baseline Requirements," to be considered a Responsive Proposer to this RFP. Those

proposers who do not meet the following Baseline Requirements as of the date proposals are submitted will not be presented to the City Council on the Responsive Proposers List:

1. Minimum and Other Requirements as prescribed in Sections I and II of the City of Lynwood Contract Tow Services and Facilities Inspection Checklist ("Inspection Checklist"), attached hereto as Attachment 2.
2. Minimum Insurance Requirements as prescribed in the Insurance Requirements Checklist ("Insurance Checklist"), attached hereto as Attachment 3.

2. FACTORS WEIGHED AND CONSIDERED

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

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

motor vehicle, especially when such personal property is not relevant to any criminal prosecution.

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

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

8. The proposer's record of performance with respect to prior contracts or services with the City and/or other municipalities within the past five (5) years.
9. Information regarding similar services performed for municipalities and other public agencies within the previous five (5) years.
10. The proposer's business plan and strategy for satisfying the performance requirements of the RFP and the terms of the Towing Services Agreement.
11. The degree to which the proposer's proposal deviates from or is otherwise unable to comply with the baseline requirements and conditions set forth under this RFP. Proposers are strongly encouraged to meet or exceed the baseline requirements of this RFP.
12. Knowledge of City codes and procedures.
13. Projected response time to calls for service.

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

3. SELECTION OF PROPOSERS

The City reserves the right to reject any and all proposals, to waive any informalities and/or defects in any proposal, and to select the Proposal that provides the City the best value and serves its needs best in the judgment of the City Council. Proposals will

be considered only in their entirety. Late proposals will not be considered. The City's decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal provides optimal combination of beneficial factors. The City reserves the right to negotiate the specific requirements and cost using the selected proposal as a basis. The City Council's final decision shall not be decided on the basis of any single factor listed above but on the basis of the City Council's independent determination as to which proposal(s) provide(s) the best value and offers the optimal combination of factors.

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

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

D. COST OF PROPOSAL/RFP PREPARATION & PROPOSAL PROCESSING FEE

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

E. PUBLIC RECORD

All proposals submitted in response to this RFP will become the property of the City upon submission and a matter of public record pursuant to applicable law. City reserves the right to make copies of all proposals available for inspection and copying by interested members of the public as records of the City and City shall be under no obligation to the Proposer to withhold such records. In so far as a proposal contains information that the Proposer regards as proprietary and/or confidential, it shall be the

responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire proposal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under the “**Confidential Information**” Section below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a proposal shall not constitute confidential or proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

F. CONFIDENTIAL INFORMATION

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

G. DISCRIMINATION

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

H. SUBMITTAL REQUIREMENTS

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

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

Each proposer shall also be required to procure a faithful performance bond in the form set forth in Attachment 9 of this RFP. Said faith full performance bond must be executed

and in place by or before the execution of the Towing Services Agreement. The City shall be under no obligation to execute the Towing Services Agreement until such time as the performance bond is executed and City further reserves the right to reject the proposer if the proposer fails to secure and execute a performance bond.

I. FORMAT FOR PROPOSAL SUBMITTAL

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

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

- Letter of Transmittal
- Executive Summary
- Responses to Questions Posed in Section C(1) of Article 1, above.
- Resumes of principals, officers and key managerial personnel
- List of all municipalities/public agencies for which similar services were provided over the past 5 years.
- References plus contact information for such references.
- Current and complete schedule of all rates, fees, charges, deposits or other sums persons whose vehicles are towed and stored must pay to the proposer in order to secure the release of their vehicle.
- Completed Forms (Attachment 2-9)

J. SUBMITTAL INSTRUCTIONS

Submit ten (10) copies of Proposals to the address below by 6:00pm on Tuesday, March 7, 2017. Late proposals will not be accepted.

City of Lynwood
11330 Bullis Road.
Lynwood, CA 90262
Attention: Mike Poland, Planning Manager

K. CERTIFICATION

By submitting a proposal, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that

are to be performed under this RFP. Proposer also certifies that its proposal was prepared without prior understanding, agreement or connection with any other Proposer submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all Proposers.

II. GENERAL PROVISIONS

A. SERVICES TO BE PERFORMED

The Towing Service Provider shall furnish towing and secure storage services for vehicles seized, impounded or otherwise caused to be removed from the highways or from public or private property by the City of Lynwood. Towing services shall include, but not be limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or evidentiary purposes as directed by City of Lynwood personnel, other impoundment of vehicles as directed by City of Lynwood, and necessary service to heavy duty vehicles on the highways. City of Lynwood personnel includes personnel from the Los Angeles County Sheriff Department serving the City of Lynwood

B. CONDUCT

The Towing Service Provider shall conduct business in an ethical, lawful, competent and orderly manner so as to maintain the confidence and respect of the community and the integrity of law enforcement investigations. While Towing Service Provider is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and the inherent potential for conflict in vehicle removal and storage, Towing Service Provider and its employees must maintain a fair, impartial, and reasonable attitude, and perform its duties in an honest, competent, respectful and courteous manner. Statements and actions of the Towing Service Provider and its employees must be the result of considered judgment; not personal prejudice, bias or self-interest.

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

C. REGULATION

The Towing Service Provider shall comply with all applicable, Federal, State and local laws, ordinances, rules and regulations, shall make all reports required by the State of California Vehicle Code, and shall follow all rules or regulations which the City of Lynwood may prescribe governing the conduct of Towing Service Provider's operations under the Towing Services Agreement.

D. COOPERATION

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

E. SUPERVISION

The Towing Service Provider shall comply with all reasonable regulations imposed by the City on the Towing Service Provider's performance pursuant to the Towing Services Agreement. The Towing Service Provider shall further make all records, equipment and storage facilities related to Towing Service Provider's performance under the Towing Services Agreement available for periodic inspection by the City of Lynwood to determine if the garage is in compliance with the rules and regulations of the City.

F. PRIORITY AND RESPONSE TIME

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

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

G. ADMINISTRATION

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

H. SETTLEMENT OF DISPUTES

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

I. CITY NOT LIABLE

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

J. REPORTS TO BE MADE TO CITY

The Towing Service Provider shall provide the City of Lynwood on the fifteenth (15th) day of each month with a written list of all vehicles removed or impounded during the past month pursuant to the Towing Services Agreement. This list shall include vehicle owner's name and address (if known), vehicle make, license and motor number, and Police report number. The list shall also include an inventory of all personal property contained within each impounded vehicle. The Towing Service Provider shall also provide at the same time, a list of all vehicles currently on the Towing Service Provider's premises that were removed from a traffic accident site handled by the City of Lynwood. This list shall also include vehicle license number, date of storage, reason for storage, and Police report number, if applicable. An explanation of each tow requiring an excess of one hour shall be provided. The report shall also contain a list of the tow unit operators that were employed by the Towing Service Provider during any period of that reporting month, the list shall contain the tow unit operator's name, operator's license number, classification, and its expiration date. The monthly report shall be signed under penalty of perjury by the Towing Service Provider's principal or primary manager for the performance of work under the Towing Services Agreement.

Towing Service Provider shall notify the City Manager or his or her designee in writing of any sale or disposal of a formerly stored vehicle or vehicle part to an individual known to the Towing Service Provider designee or his employees to be a City of Lynwood employee. Franchise shall comply with all State law requirements relating to the sale of impounded vehicles, including all required notices and shall maintain true and correct copies of all such records which shall be provided to the City on a monthly basis along with the monthly report referenced in the prior paragraph.

K. INSURANCE AND INDEMNITY REQUIREMENTS

1. INSURANCE

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

- a. **Workers' Compensation Insurance** as required by the State of California, and employer's liability insurance, with limits not less than \$1,000,000 each accident. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the City for all work performed by the Franchisee under this Agreement.
- b. **Commercial General Liability Insurance** in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. Such insurance shall be shall be per occurrence, not on a claims-made basis.
- c. **On Hook Physical Damage Liability Insurance** with limits not less than \$150,000 per vehicle.
- d. **Deductibles or self-insured retentions** must be declared to and approved by the City. At the option of the City, either (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (b) the Franchisee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- e. **Other insurance provisions:** The policies are to contain, or be endorsed to contain, the following provisions:
 - 1) The Commercial General Liability policy shall be endorsed to provide that the City of Lynwood, its officers, officials, employees, and volunteers are covered as additional insured's with respect to liability arising out of work or operations performed by or on behalf of the Franchisee under the Franchise Agreement. Proof of this coverage must be in the form of an additional insured endorsement to the Franchisee's insurance using ISO CG 20 10 11 85 or its equivalent language. If coverage is provided in the form of a Garage Liability Policy, such policy shall be endorsed to include equivalent additional insured status to the City of Lynwood, its officers, officials, employees and volunteers.

- 2) For any claims related to this project, the Franchisee's insurance coverage shall be primary insurance as respects the City of Lynwood, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.
 - 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, reduced in coverage or in limits, or cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Lynwood.
- f. **Subcontractors:** Franchisee shall include all subcontractors as insured's under its policies or require and verify that all subcontractors maintain insurance meeting all the requirements of this RFP and the Franchise Agreement.
- g. **Verification of Coverage**
- 1) Towing Service Provider shall furnish the City with original certificates and endorsements, including amendatory endorsements, effecting coverage required herein. All certificates and endorsements must be received and approved by the City of Lynwood before work commences under the Towing Services Agreement. The City reserves the right to require complete, certified copies of all required insurance policies and endorsements required by these specifications at any time during the term of this contract. Neither the failure of the Towing Service Provider to supply required proof of coverage, nor the failure of the City to approve same shall alter or invalidate the provisions of this contract.
 - 2) The Towing Service Provider shall submit evidence of appropriate replacement or renewal coverage for all required insurance that expires or is cancelled during the term of the Contract. Such evidence shall be provided to the City no later than 15 calendar days prior to the expiration or termination of coverage. If operator fails to maintain the required insurance in full force and effect, all work under this Contract shall be discontinued immediately, and all payments due or that become due to Towing Service Provider shall be withheld until City receives required evidence that coverage has been restored.
- h. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- i. All policies required pursuant to this section shall be submitted to the City Manager, care of the City Clerk.

2. Indemnification.

- a. Towing Service Provider agrees to indemnify, defend and hold harmless the City, its elected officials, officers, employees, attorneys, agents and volunteers (collectively, the "Indemnities"), at Towing Service Provider's sole expense, from and against any and all lawsuits or other legal proceedings, claims, causes of action, losses, liabilities, penalties, forfeitures or actions of any kind asserted against any or all of the Indemnities arising out of the performance of Towing Service Provider, its officers, employees, representatives, agents and/or subcontractors under in the performance of the Towing Services Agreement, excepting only such claims or actions which may arise out of sole or active negligence of the Indemnities. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Towing Service Provider, its employees, and/or authorized sub operators, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, and employees based upon the work performed by the Towing Service Provider, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Towing Service Provider's proposal, which shall be of no force and effect. The indemnification requirements set forth herein are a material term of this RFP and the inability or failure of a Towing Service Provider's insurance carrier(s) to provide coverage for liabilities covered by the indemnification requirements of this RFP shall not serve as a basis for waiving or limiting the scope of the indemnification requirements.
- b. The Towing Service Provider's obligation to defend, hold harmless, and indemnify shall not be excused because of the Towing Service Provider's inability to evaluate liability or because the Towing Service Provider evaluates liability and determines that the Towing Service Provider is not liable to the claimant. The Towing Service Provider must respond within thirty (30) days to the tender of a claim for defense and indemnity by the City, unless this time has been extended by the City. If the Towing Service Provider fails to accept or reject a tender of defense and indemnity within thirty (30) days, in addition to any other remedy authorized by law, so much of the money due the Towing Service Provider by virtue of the Towing Services Agreement as shall reasonably be considered necessary by the City may be retained by the City until final disposition has been made or the claim or suit for damages, or until the Towing Service Provider accepts or rejects the tender of defense, whichever occurs first.
- c. With respect to third party claims against the Towing Service Provider, the Towing Service Provider waives any and all rights of any type to express or implied indemnity against the Indemnities.
- d. **Separate Counsel:** The City may elect to have separate legal counsel from Towing Service Provider at any time at its sole discretion, and in such case

Towing Service Provider will pay all fees, costs and charges for such separate legal counsel as such costs and charges are invoiced by City's separate legal counsel, not at the conclusion of any litigation or settlement.

- e. **Subcontractors:** The Towing Service Provider shall require all subcontractors to enter into an Agreement containing the provisions set forth in this section in which Towing Services Agreement the subcontractor fully indemnifies the City in accordance with this RFP and the Towing Services Agreement.
- f. **Damage by Towing Service Provider:** If the Towing Service Provider or its officers, employees, agents, volunteers or subcontractors cause any injury, damage or loss to City property, including by not limited to City streets or curbs, Towing Service Provider shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the City to be indemnified by Towing Service Provider for any such injury, damage or loss. With the prior written approval of City, Towing Service Provider may repair the damage at Towing Service Provider's sole cost and expense.
- g. **Tort Claims Act:** This RFP and the Towing Services Agreement shall in no way act to abrogate or waive any immunity available to the City under the Tort Claims Act of the State of California.

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

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

M. IMPOUND REPORTS

A Towing Service Provider tow unit operator shall sign and complete the necessary portions of the impounding employee's Impound Report (CHP 180). The impounding employee shall retain the original copy of the Impound Report. Towing Service Provider shall retain a copy of the Impound Report (CHP 180) for two years. The garage's copy of the Impound Report (CHP 180) shall be used to record the vehicle release information in the appropriate space provided in the Impound Report. True and correct copies of all such reports shall be provided to the City Manager on a monthly basis.

N. NOTIFICATIONS

The Towing Service Provider's employees while acting within the course of their employment shall cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action

by law enforcement personnel. The Towing Service Provider shall notify the City of Lynwood in writing on a weekly basis of the following:

1. All vehicles originally impounded by a public agency but that have remained in storage beyond seven (7) calendar days.
2. All vehicles originally impounded with a criminalistics/evidentiary hold, but that have remained in storage with a hold beyond seven calendar days, Towing Service Provider shall notify the City of Lynwood on a weekly basis of all vehicles sold during the preceding week in accordance with statutorily established lien procedures.

O. STORAGE

Storage shall commence at the time the vehicle arrives at the Towing Service Provider's storage facility. Charges for vehicle storage shall be based on a daily rate. The daily rate extends from midnight to midnight of the following day. All proposals shall include a true and correct of the proposer's schedule of fee, charges, deposits and other costs imposed upon any person whose vehicles are towed and/or stored by the proposers in the performance of the Towing Services Agreement.

Exceptions:

1. When a release request is made within the first "hour of storage", the storage fee shall be waived.
2. When a release request is made within 24 hours, only one day's storage shall be charged regardless of the calendar date.
3. When a release request is made between 7 p.m., and 12 a.m., (midnight), one day's storage fee shall be waived providing such release occurs within the mandatory release hours (8 a.m. to 5 p.m.) of the following day.

P. LIEN ON STORED VEHICLES

The Los Angeles County Sheriff's Department personnel or a City of Lynwood employee requesting the impound shall be responsible for establishing that "probable cause" exists to impound the vehicle in question. When "probable cause" is lost prior to a vehicle being removed to a Towing Service Provider facility, no lien shall be attached and no fee shall be charged for the field release of a vehicle to a properly interested person.

Q. DISPUTES AND INJURIES

The City Manager or his or her designee has the authority to settle all disputes arising from actions by the Towing Service Provider, The decision of the City Manager or his or her designee shall be binding on all parties involved. Inquiries pertaining to the conduct,

practices, and regulation of the Towing Service Provider may be referred to the City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262; (310) 603-0220.

R. CITY VEHICLES

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

S. TRAFFIC ACCIDENT SCENE CLEANUP

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

T. FAX MACHINE

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

U. TOXIC MATERIALS

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

V. COLLECTION OF FEES

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

W. LICENSES, CERTIFICATES AND PERMITS

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

appropriate driver licenses issued by the State of California. In addition, the Towing Service Provider shall keep informed of and comply with the requirements of all Federal, State, county and municipal laws, ordinances, and regulations applicable to the work performed under the Towing Services Agreement.

X. BACKGROUND INVESTIGATION AND FEE REQUIRED

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

Y. FEES

Fees charged for calls originating from the City of Lynwood Parking Enforcement personnel or LACSD shall be reasonable, valid, and not in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person.

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

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

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

In the event a Franchise fails to timely pay any sums due the City, such failure shall constitute a default under the Towing Service Provider Agreement and such default must be cured within the applicable cure period set forth in the Towing Services Agreement. In addition, the City will assess a late fee of one hundred (\$100). If the outstanding sums as well as the late fee remain unpaid after the conclusion of the applicable cure period, interest on the unpaid sums and the late fee will accrue simple interest at a rate equal to the lesser of the following until paid in full: Twelve percent (12%) per annum or the maximum rate permitted by applicable law.

In addition to the late fees and interest accrual set forth above, failure to make Fee payments on time shall constitute cause for the suspension of the Towing Service Provider's right to tow vehicles for the City as well as the termination of the Towing Services Agreement outright if such default is not timely cured as provided under the Towing Services Agreement.

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

III. TOWING PROVISIONS

A. PLACE TO WHICH VEHICLES SHALL BE TOWED

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

B. EVIDENCE TO BE SAFEGUARDED

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

C. REMOVAL CHARGES

Vehicles shall be taken to any place the owner or driver of the vehicle directs, within five road miles of the location of the vehicle, without charge. Charges for towing beyond five miles shall be based on an hourly rate for time actually consumed. Removal charges commence at the time a tow unit actually proceeds to a call for service and terminate at the time the tow unit returns to the Primary Storage Facility. The first hour or fraction thereof shall be at the rate specified by the City Manager or his or her designee and at half of that hourly rate for each additional half hour or fraction thereof over the first hour.

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

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

1. ROTATION LIST

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

2. TURNS IN ROTATION

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

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

3. LOSS OF TURN IN ROTATION

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

4. EXCEPTIONS

- a. Whenever the driver or owner of a disabled vehicle specifies a particular club, association or tow service to be called to provide service, such calls shall not constitute a "rotation" call.
- b. Whenever an Los Angeles County Sheriff's Department employee determines that an emergency exists because a Towing Service Provider is unable, for any reason, to provide adequate tow service, the Los Angeles County

Sheriff's Department or City of Lynwood employee shall have the right to have such duties performed by any other means available.

- c. Whenever a Towing Service Provider is called to tow or service a City vehicle within the City's corporate limits, such call shall not constitute a "rotation" call.

IV. STORAGE PROVISIONS

A. STORAGE LOT(S)

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

B. PRIMARY STORAGE LOT

The Towing Service Provider shall at all times provide and maintain a Primary Storage Facility with a minimum storage capacity of one hundred (100) vehicles dedicated to the storage of vehicles from Los Angeles County Sheriff's Department and City of Lynwood pursuant to the Towing Services Agreement. The Primary Storage Facility shall be no more than five (5) miles from the territorial boundaries of the City of Lynwood.

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

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

C. INVESTIGATIVE HOLD AREA AND VEHICLES

The Towing Service Provider shall maintain an area at its Primary Storage Facility for vehicles held for criminalistic and/or evidentiary examinations. This Investigation Hold Area shall:

1. Have a fully enclosed structure and be capable of providing protection from the natural elements.
2. Be fenced and gated (so as to prohibit entry by unauthorized persons as prescribed by the City Manager or his or her designee) with remote access controlled by the dispatcher.
3. All entries shall be documented to identify the vehicle seen, the person entering, and the date and time the person entered the Investigative Hold Area.
4. The Investigative Hold Area's storage capacity shall be capable of holding two (2) vehicles at any one time.
5. The only persons authorized to enter an Investigative Hold Area are the Towing Service Provider employees and concerned law enforcement employees.
6. Garage employees shall not remove property from vehicles being held for criminalistic and/or evidentiary purposes.
7. Vehicles stored in an Investigative Hold Area shall not be removed from the area until authorized by the responsible Los Angeles County Sheriff's Department personnel/investigator.
8. Once an investigative hold has been released on a vehicle it shall be immediately removed from the Investigative Hold Area.
9. The date and time of removal and the removing employee's identity shall be recorded on the Towing Service Provider records.

Vehicles being held for Vehicle Code (VC) 22651 (0) (No Current Registration); VC 22651 (P) (Unlicensed Driver); VC 22651 (i) Unpaid Parking Citations); or VC 10751 (Altered Identification Number) (hereafter referred to as "statutory holds") need not be stored in the Investigative Hold Area but shall be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistic or evidentiary examinations. Garage employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for statutory hold. Any statutorily held vehicle shall not be available for release until authorized by an authorized Watch Commander.

D. SECONDARY STORAGE LOTS

The Towing Service Provider shall provide a total storage capability for fifty (50) vehicles in a Secondary Storage Facility. All Secondary Storage Facilities shall be inspected and approved by the City Manager or his or her designee prior to use. A Secondary Storage Facility is a designated location used by the Towing Service Provider as a yard or lot for the temporary storage of impounded vehicles. All

Secondary Storage Facilities shall be within five (5) miles of Towing Service Provider's Primary Storage Facility. All Secondary Storage Facilities must be fenced for maximum security and lighted during the hours of darkness to afford illumination of all stored vehicles. Secondary Storage Facilities shall only be used to store vehicles with appraised values under one thousand dollars (\$1,000.00). A Secondary Storage Facility may be used for emergency temporary storage of vehicles with appraised values over one thousand dollars (\$1,000.00) with the prior written approval of the City Manager or his or her designee, but in such cases, an attendant must be on duty at the facility for security. The location where vehicles are stored within a Secondary Storage Facility shall be accurately recorded on the garage's impound records.

E. STORAGE OF VEHICLES

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

F. ENCLOSING OF STORAGE AREAS

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

G. OFFICE

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

H. RESPONSIBILITY FOR VEHICLE, ACCESSORIES, AND PERSONAL PROPERTY

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

1. Record a description of the removed property on the corresponding copy of a garage impound (CHP 180) report or similar report.
2. Implement controls to inform Towing Service Provider's office personnel responding to public inquiries that personal property has been removed from a vehicle.
3. Cause the property to be individually packaged and identified.
4. Provide a secure location for the storage of the property to preclude loss, theft or damage.
5. Inform properly interested persons that property has been removed and how they may obtain possession of that property.

I. PROTECTION AND HANDLING OF VEHICLES

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

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

1. Record a description of the removed vehicle parts and/or attached accessories on the corresponding copy of the garage impound report (CHP 180).

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

The release of impounded vehicles that are available for release shall be the responsibility of the Towing Service Provider. Criminalistic/evidentiary or statutorily held vehicles shall not be available for release until Los Angeles County Sheriff's Department personnel has given written authorization to the Towing Service Provider.

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

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

J. RELEASE OF VEHICLES

A dispatcher shall be responsible for releasing vehicles between the hours of 8 a.m. and 5 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 5 p.m. and 8 a.m. Any vehicle impounded in connection with a special event, as designated by the City Manager or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event. For the purposes of this provision, "special event" shall include DUI checkpoints, licensed driver checkpoints, parades and the like.

K. REGULATION

The Towing Service Provider shall comply with all Federal, State and local laws, ordinances, rules and regulations and shall make all reports required by the State of California Vehicle Code and shall follow all reasonable rules or regulations that the Los Angeles County Sheriff's Department may, from time to time, prescribe governing the conduct of the Towing Service Provider's operations under the Towing Services Agreement.

L. TOWING SERVICE PROVIDER'S AUTHORIZED RATES AND CHARGES TO CUSTOMERS

As set forth in this RFP, above, each proposer shall submit a schedule of rates, fees, charges, deposits and other costs which the proposer charges to persons whose vehicles are towed and/or stored at its facilities. It is the desire and objective of the City to ensure that persons whose vehicles are towed and/or stored are not needlessly, unreasonably or unfairly burdened with excessive costs for the towing, storage and/or release of their vehicles. Accordingly, during the initial term of the Towing Services Agreement, a Towing Service Provider may only make one written request for the increase of any single rate, fee, charge, deposit or other costs set forth in the schedule submitted as part of the proposal and such request may be granted, denied or conditionally granted by the City in its sole and absolute discretion.

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

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

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

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

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

V. STAFFING PROVISIONS

A. SUFFICIENT PERSONNEL

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

1. Receive calls from the Los Angeles County Sheriff's Department communications center and City of Lynwood enforcement personnel;

2. Dispatch tow units;
3. Provide security at all storage sites; and,
4. Provide such services as may be required under the Towing Services Agreement

B. DISPATCHER

A dispatcher shall be on duty in the Towing Service Provider's office seven (7) days a week, twenty-four (24) hours a day, every day of the year. A dispatcher shall receive calls from Los Angeles County Sheriff's Department and its communications center and City of Lynwood enforcement personnel, dispatch tow units, provide security for stored vehicles, and perform such other tow related services as may be required by the City Manager or his or her designee. A dispatcher shall be responsible for releasing vehicles between the hours of 8 a.m. and 5 p.m., seven (7) days a week, every day of the year and may, at his or her discretion, release vehicles between the hours of 5 p.m. and 8 a.m. Any vehicle impounded in connection with a special event, as designated by the City Manager or his or her designee, shall be available for release for a minimum period of four (4) hours following the conclusion of the special event, regardless of the time of day the special event concludes. A dispatcher and/or other Towing Service Provider employees providing service to the public shall wear a nametag/badge with their name and/or have their first name conspicuously imprinted on their uniform. The Towing Service Provider shall be responsible to provide the nametag.

C. TIMEKEEPING AND DELAYS

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

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

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

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

D. OPERATORS

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

VI. VEHICLES AND EQUIPMENT PROVISIONS

A. TOW UNITS RADIO EQUIPMENT

The Towing Service Provider may equip tow units and facilities with radio equipment capable of receiving police calls, police frequency and/or local government frequencies. On those trucks that primarily operate after normal business hours, the Towing Service Provider may also have transmitting capabilities on local government frequencies for emergency contact with Los Angeles County Sheriff's Department communications center.

B. DISPATCHER'S OFFICE RADIO COMMUNICATIONS

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

1. Tow Trucks.

- a. The Towing Service Provider shall maintain a minimum of three (3) 14,000 to 19,500 Gross Vehicle Weight (GVW) manufacturer rated tow trucks with wheel lift capabilities. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bard drum or one (1) wrap of cable with a minimum of one hundred feet (100') of cable. Wheel lifts shall be rated at a minimum of 3,000 pounds lift capacity.

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

The Towing Service Provider shall maintain a minimum of one (1) 14,000 GVW manufacturer rated car carrier. The main winch(es) shall be either mechanically or hydraulically driven and shall have a single or combined capacity of at least four (4) tons at bare drum or one (1) wrap of cable with a minimum of fifty feet (50') of cable.

- b. Official heavy-duty tow units will be requested by Los Angeles County Sheriff's Department or its communication center when the vehicle to be towed possesses one or more of the following: three or more axles; a gross weight, laden or unladen, in excess of 10,000 pounds; or a combination of commercial trailers; vehicle is longer than thirty (30) feet in length (including tongue); vehicle is wider than eight (8) feet in width utilizing a fifth wheel hitch or pintle; the condition or position of the vehicle to be removed necessitates Heavy-Duty towing equipment. The Towing Service Provider may subcontract for heavy-duty tow services. The subcontractor shall meet the standards set forth in the Towing Services Agreement.
- c. All trucks used in performing towing services under the Towing Services Agreement shall conform to all requirements of the State of California Vehicle Code and shall comply with the following:
 - 1) Truck bodies shall be painted and kept clean and in good repair, free of dents;
 - 2) The cab interior shall be kept clean;
 - 3) The tow truck bed shall be kept clean and equipment shall be properly mounted and maintained;
 - 4) Tail lamps, stop lamps and turn signal lamps with electrical extension cord shall be operable and shall be used on all towed vehicles; and,
 - 5) Each tow vehicle shall carry the following equipment:
 - a) State approved air tank or air transfer system
 - b) Flashlight or portable light
 - c) Floor jack - 1-ton minimum capacity
 - d) Gasoline container – 2 ½ gallon minimum capacity
 - e) Lug wrench – 4-way and wrench for foreign cars
 - f) Water container – 3-gallon minimum capacity
 - g) Battery booster and cables
 - h) Axe
 - i) Sledge
 - j) Flares
 - k) Bolt cutters
 - l) Pry bar
 - m) 25 foot recovery chain
 - n) Trash can and absorbent.
 - o) Broom and dustpan
 - p) Shovel

C. TOW TRUCK PARKING

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

D. TOW UNIT MARKINGS

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

CITY OF LYNWOOD TOW LISTING APPLICATION

BUSINESS	
1. BUSINESS NAME AND MAILING ADDRESS	TELEPHONE NUMBER
	2. DAY
	3. NIGHT
4. BUSINESS ADDRESS IF DIFFERENT THAN ABOVE	5. AUTOMOBILE CLUB AFFILIATIONS
6. DO YOU HAVE 24 HOURS A DAY SERVICE <input type="checkbox"/> YES <input type="checkbox"/> NO	7. YEARS IN TOWING BUSINESS
8. HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF A FELONY INVOLVING STOLEN OR EMBEZZLED VEHICLES, STOLEN PROPERTY, FRAUD RELATED TO THE TOWING BUSINESS, OR MORAL TURPITUDE? IF YES, PLEASE ATTACH A WRITTEN EXPLANATION <input type="checkbox"/> YES <input type="checkbox"/> NO	
VEHICLE STORAGE	
9. PRIMARY STORAGE YARD (COMPLETE ADDRESS)	<input type="checkbox"/> OWNED DIISTANCE FROM <input type="checkbox"/> LEASED LYNWOOD <input type="checkbox"/> RENTED _____ MILES
10. SECONDARY STORAGE YARD (COMPLETE ADDRESS)	<input type="checkbox"/> OWNED DISTANCE FROM <input type="checkbox"/> LEASED LYNWOOD <input type="checkbox"/> RENTED _____ MILES
11. IS STORAGE YARD FENCED (6'), LIGHTED?	<input type="checkbox"/> YES <input type="checkbox"/> NO
12. IS DISPATCHER ON DUTY 24 HOURS/DAY, SEVEN DAYS/WEEK, 365 DAYS/YEAR?	<input type="checkbox"/> YES <input type="checkbox"/> NO
13. IS THERE A SECURE INVESTIGATIVE HOLD AREA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
FINANCIAL INTEREST	

14. LEGAL OWNER (PERSON(S), FIRM, COMPANY, ASSOCIATION OR CORPORATION)	
15. DO YOU HAVE FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN LYNWOOD?	<input type="checkbox"/> YES <input type="checkbox"/> NO
16. DOES ANY MEMBER OF YOUR FAMILY OPERATE ANOTHER TOW SERVICE IN LYNWOOD?	<input type="checkbox"/> YES <input type="checkbox"/> NO
17. DO YOU SHARE ANY FACILITIES WITH ANY OTHER LICENSED TOW COMPANY?	<input type="checkbox"/> YES <input type="checkbox"/> NO
18. IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF THE TOW COMPANY	<input type="checkbox"/> YES <input type="checkbox"/> NO
TOW TRUCKS	
<input type="checkbox"/> CLASS A (14,000 – 19,500 GVWR)	<input type="checkbox"/> CLASS B (19,501 – 33,000 GVWR)
<input type="checkbox"/> CLASS C (33,001 – 50,000 GVWR)	<input type="checkbox"/> CLASS D (OVER 50,001)
19. IS AT LEAST ONE CLASS A TRUCK, EITHER A WHEEL LIFT OR A CAR CARRIER?	<input type="checkbox"/> YES <input type="checkbox"/> NO

ATTACHMENT 1

VEHICLE TOWING AND SECURED STORAGE SERVICES AGREEMENT (Parties: City of Lynwood and _____)

THIS VEHICLE TOWING SECURED STORAGE SERVICES AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2016 (the "Effective Date") by and between the City of Lynwood, a municipal corporation located in the County of Los Angeles, State of California, hereinafter referred to as "CITY" and _____, a _____ corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY desires to engage the services of _____ (_____) vehicle towing companies as independent contractors for the purposes of satisfying the vehicle towing and secure storage needs of the City of Lynwood Parking Enforcement personnel and the Los Angeles County Sheriff's Department ("LACSD") for third-party vehicles designated for towing and impound by the City and/or LACSD pursuant to Vehicle Code Sections 14602.6 and 14607.6 or which otherwise come into the possession and control of the LACSD in the course of the LACSD's law enforcement and public safety operations, as well as applicable provisions of the Lynwood Municipal Code; and

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

WHEREAS, based on CONTRACTOR's qualifications and experience, it was determined by CITY that CONTRACTOR offers an optimal combination of qualities that provide the CITY with the best value for the services required; and

WHEREAS, this AGREEMENT applies only to vehicles towed and/or stored at the request of the City of Lynwood and the LACSD; and

WHEREAS, CITY shall request vehicle towing service by CONTRACTOR on a rotation/alternate basis between CONTRACTOR and an additional vehicle towing company also servicing CITY should a second provider be selected;

WHEREAS, the Lynwood City Council ("City Council"), at a regularly scheduled meeting of _____ 2016 approved the execution of this Agreement under Agenda Item No. _____.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, CITY and CONTRACTOR agree as follows:

Section 1. DEFINITIONS

- A. The term "CITY" shall refer to the City of Lynwood, and its duly authorized employees, agents, assignees, or designees.
- B. The term "CONTRACTOR" shall refer to _____ and its duly authorized employees, agents, assignees, or designees.
- C. The term "AGREEMENT" shall refer to the Vehicle Tow Service Franchise Agreement entered into by and between the CITY and CONTRACTOR.
- D. The term "SHERIFF'S DEPARTMENT" shall refer to the CITY's Sheriff's Department personnel provided by the Los Angeles County Sheriff's. As and when appropriate throughout this Agreement, City Parking Enforcement staff shall be included in the definition of the Sheriff's Department.
- E. The term "CONTRACT ADMINISTRATOR" shall refer to _____.
- F. The term "VEHICLE CODE" shall refer to the State of California Vehicle Code.

Section 2. SCOPE OF WORK, TERM OF AGREEMENT AND OPTION TO RENEW

- A. Except as otherwise provided elsewhere in this Agreement, CONTRACTOR agrees to perform all of the services and tasks set forth in the certain proposal entitled _____ and dated _____ which is attached and incorporated hereto as Exhibit _____ (hereinafter, the "Approved Scope of Work").
- B. The initial term of this AGREEMENT shall be for a total period _____ (_____) years commencing from the Effective Date (hereinafter, the "Term").
- C. The Term may be extended for a maximum of _____ (_____) extension terms at the option of the CITY, provided that CITY provides the CONTRACTOR with written notice of CITY's intent to exercise CITY's options to extend the term of the AGREEMENT no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event CITY exercises its options to extend this AGREEMENT, all terms, conditions, and provisions of this AGREEMENT shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

Section 3. SUMS PAYABLE TO CITY

- A. CONTRACTOR hereby agrees to pay to CITY that amount of fees in accordance with VEHICLE CODE Section 12110 which provides that *"a fee in connection with the award of a franchise for towing vehicles on behalf of that public entity shall not exceed the amount necessary to reimburse the public entity for its actual and reasonable costs incurred in connection with the towing program."*
- B. Except as otherwise provided herein, CONTRACTOR shall pay to CITY Franchise fees due the City under the Towing Services Agreement and shall be based on the number of vehicles towed and/or impounded by the Towing Service Provider each month, pursuant to Lynwood Municipal Code (Parking Enforcement) and VEHICLE CODE Sections 14602.6 and 14607.6 or which otherwise come into the possession and control of the LACSD in the course of law enforcement and public safety operations. **[The Franchise Fee shall be \$45.00 payable to the City for each vehicle towed by CONTRACTOR. In addition to the flat fee for each vehicle towed, the CONTRACTOR shall pay ___% of the monies collected on each towed vehicle and related storage fees. CONTRACTOR shall pay for all vehicles sold at lien sales to the CITY the amount of ___% of sale proceeds. Substantially stripped and junked vehicles shall not be considered a "vehicle" for purposes of the lien proceeds provision.]**
- C. Within fifteen (15) days from the conclusion of each month, CONTRACTOR shall remit all sums owed to CITY for vehicles referred to CONTRACTOR by CITY for towing and/or storage during the recently concluded month.
- D. All payments made pursuant to this AGREEMENT shall be made payable to the "City of Lynwood" and directed to the attention of the CONTRACT ADMINISTRATOR and shall not be made contingent on any payments due or paid to CONTRACTOR for the actual tow and/or storage of any vehicles. With regard to vehicles impounded pursuant to VEHICLE CODE Sections 14602.6 and 14607.6, the actual source of storage fee payments shall have no bearing on CONTRACTOR's duty to pay CITY under this AGREEMENT and shall include proceeds that CONTRACTOR may receive from an auction or other sale of a forfeited vehicle.
- E. If the deadline falls on a day in which the City is closed for business the deadline shall extend to close of business of the next day immediately following in which the City is open for business.
- F. In the event CONTRACTOR fails to timely pay any sums due the CITY, such failure shall constitute a default under this Agreement and such default must be cured within the applicable cure period set forth under Section 5.i(3)(b), below. In addition, CITY will assess a late fee of one thousand dollars (\$1,000) which shall become immediately due and payable along with the delinquent sums. If all

outstanding delinquent sums, as well as the late fee, remain unpaid after the conclusion of the applicable cure period, interest on the unpaid sums and the late fee will accrue simple interest at a rate equal to the lesser of the following until paid in full: Twelve percent (12%) per annum; or the maximum rate permitted by applicable law.

- G. In addition to the late fees and interest accrual set forth above, failure to timely remit payments due the CITY shall constitute cause for the immediate suspension and/or termination of this Agreement as provided under Section 5.i(3) (b).
- H. CONTRACTOR shall be required to maintain a business license with the CITY at all times during the term of this Agreement and any extension term and the duty to pay any and all business license taxes due the CITY for CONTRACTOR's business activities. CONTRACTOR's failure to maintain a business license and/or pay any and all business license taxes shall also constitute grounds from the suspension and/or termination of this Agreement and CONTRACTOR acknowledges, understands and agrees that it shall also be responsible for the payment of any fines, penalties and/or later charges due under the Lynwood Municipal Code arising out of its failure to maintain a business license and/or pay any and all business license taxes.
- I. **[CONTRACTOR shall annually provide the CITY with a statement of renew for official tow service performed by CONTRACTOR under this Agreement. Such statements shall be in such substance and format as may be required by the City Manager or his/her designee. Lien sales records of vehicles towed or stored under this Agreement shall be available for review by CITY.]**

Section 4. RATES FEES AND OTHER CHARGES CHARGED BY CONTRACTOR TO VEHICLE OWNERS

- A. Correspondence with CHP Approved Rates, Fees and Other Charges: With respect to non-City vehicles which are referred to CONTRACTOR by CITY pursuant to this Agreement for towing or storage, CONTRACTOR may not impose any rates, fees or other charges upon the owners of such vehicles as condition for their release other than those varieties of rates, fees or other charges which (1) CONTRACTOR is authorized to charge under that certain agreement between CONTRACTOR and the State of California, Department of California Highway Patrol ("CHP") entitled "Tow Service Agreement" which is dated as of _____ or (2) if no such agreement exists rates comparable to rates established by CHP with a provider in the same geographical area as the City. With respect to non-City vehicles which are referred to CONTRACTOR by CITY pursuant to this Agreement for towing or storage, CONTRACTOR may not impose any rates, fees or other charges upon the owners of such vehicles as condition for their release at rate levels or in

amounts that exceed those expressly approved by the CHP for the tow district that includes the territorial boundaries of the City of Lynwood. CONTRACTOR shall have an ongoing duty and responsibility to ensure that the CITY is provided with a complete and up-to-date schedule of rates, fees and other charges as approved by the CHP along with true and correct documentation demonstrating that any and all rates, fees or other charges imposed by the CONTRACTOR have been approved by the CHP before being put into effect. Not less than fifteen (15) prior to putting any new, increased or otherwise adjusted rate, fee or other charge into effect, CONTRACTOR shall provide CITY with notice that it has been approved by the CHP along with documentation evidencing such approval. In the event CONTRACTOR ceases to be a party and signatory to a Tow Services Agreement with the CHP, CITY reserves the right to immediately terminate this Agreement upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. In the event CITY does not exercise its right to terminate the Agreement or delays the exercise of such right, rates, fees and other sums charges by CONTRACTOR shall remain the same as of the date of the most complete and up-to-date schedule of rates, fees and other charges provided to CITY which evidence all CHP approved rates, fees or other charges.

B. The previous paragraph notwithstanding, even when tow and storage services are specifically requested by CITY, CONTRACTOR acknowledges that it shall charge vehicle owners only for its tow and storage services incurred pursuant to the terms and provisions of this AGREEMENT. At no time shall CONTRACTOR hold CITY liable for any tow or storage services incurred pursuant to and during the term of this AGREEMENT even when such services are requested by CITY. It is specifically acknowledged by CONTRACTOR that the vehicle owner shall be solely responsible for such charges.

C. Posting of Rate Schedules:

1. CONTRACTOR shall post and maintain a sign or signs which have been approved by the CONTRACT ADMINISTRATOR in a conspicuous place or places on CONTRACTOR's premises where owner re-claims his/her vehicle and in a location designated by the CONTRACT ADMINISTRATOR which gives notice of:
 - a. The approved "Rate Schedule" for tow and storage services under the AGREEMENT as set forth in Exhibit "B". If the approved Rate Schedule is modified or amended in accordance with subsection A., above, an updated Rate Schedule shall be posted by or before the date any adjusted rates, fees, charges, deposits or other sums charged take effect;
 - b. The method of payment(s) which are acceptable by CONTRACTOR which include credit cards and U.S. currency;

- c. A written receipt shall be supplied by CONTRACTOR for the amount of payment received;
- d. The telephone number and address of the CONTRACT ADMINISTRATOR; and
- e. The address where a vehicle owner may address his/her complaints regarding CONTRACTOR's tow and/or storage services.

Section 5. CONTRACTOR'S RESPONSIBILITIES:

A. Compliance with Law:

- 1. CONTRACTOR shall have and maintain throughout the entire term of this Agreement a valid CITY business license and shall, at all times, keep himself or itself fully informed of and shall, at all times, be informed of and shall comply with all Federal, State and County laws, Municipal Code provisions, Ordinances and Regulations, and all VEHICLE CODE sections which are in force or become effective during the term of the AGREEMENT which, in any manner, affect tow services or the storage of vehicles.
- 2. CONTRACTOR warrants, represents and agrees that all persons seeking the release of their vehicles from CONTRACTOR shall not be subject to unlawful or arbitrary discrimination, including discrimination based upon sex, marital status, race, color, religion, ancestry, national origin, physical disability, sexual orientation and domestic partnership status and that CONTRACTOR agrees that it will conduct all its business activities pursuant to this AGREEMENT in accordance with the foregoing policy.

B. Personnel:

- 1. Except as otherwise provided under the Scope of Work, CONTRACTOR shall retain an adequate number of trained and properly licensed personnel assigned to perform the work described in this AGREEMENT. All work performed by CONTRACTOR and CONTRACTOR's officers, employees and agents shall be performed in compliance with VEHICLE CODE Sections 12520 and 12804.9.
- 2. CONTRACTOR agrees to provide a copy of this AGREEMENT to each of CONTRACTOR'S employees and obtain each employee's signature on this AGREEMENT on the Acknowledgment form set forth below.

ACKNOWLEDGMENT

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

Employee's Signature

3. CONTRACTOR shall retain all employee-executed copies of this AGREEMENT and provide the same to the CITY upon request.
4. In the event CONTRACTOR fails for any reason to immediately terminate an employee who has violated the terms of this AGREEMENT, then CITY reserves the right to take CONTRACTOR out of rotation and request tow and/or storage services from the other tow services company specified on the Rotation List which will be provided to CONTRACTOR by CITY at time of execution of this AGREEMENT.

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

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

D. Lien Sales:

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

2. Any and all lien sales performed by CONTRACTOR shall be done in strict compliance with all applicable laws.
3. CONTRACTOR shall indemnify, defend and hold harmless, the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from any and all liability arising out of any lien sale that CONTRACTOR facilitates or conducts.

E. Towing Operations:

1. Scope of Responsibility:

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

- a. Tow and store vehicles as requested by CITY including, but not limited to, the following:
 1. Vehicles taken into custody by the Sheriff's Department;
 2. Any and all CITY-owned vehicles requested to be towed and/or stored by the Sheriff's Department;
 3. Vehicles abandoned in public places or on public property or private property within the jurisdiction of CITY so long as requested to be towed and/or stored by designated City employees and/or the Sheriff's Department pursuant to their enforcement powers under the law;
 4. Vehicles seized and impounded pursuant to Vehicle Code Sections 14602.6 and 14607.6; and
 5. When the vehicle is stored as evidence (22655.5 of the California Vehicle Code), the storage fee shall be waived up until the time the hold is released by police.
- b. Remove all debris resulting from vehicle accidents; and
- c. Perform all necessary work preliminary to towing vehicles such as removing vehicles from ditches, righting vehicles, separating entangled vehicles, disconnecting drive shafts, and other such work as shall be required to enable the towing of certain vehicles.

2. Response Time:

- a. CONTRACTOR shall respond immediately and at any and all times to requests for tow services of vehicles when such requests for tow services are made by the Sheriff's Department.
- b. The time period within which CONTRACTOR shall respond to requests for service by City staff and/or the Sheriff's Department by providing a tow vehicle at the response location shall be not greater than twenty (20) minutes from the time of such requests.
- c. Upon receiving requests for tow service by City staff and/or the Sheriff's Department, CONTRACTOR shall record the time such requests are made and the time at which a tow vehicle is dispatched and maintain such record for at least six (6) months.
- d. In the event CONTRACTOR is unable to respond to a request by City staff and/or the Sheriff's Department within the twenty (20) minute time period, CONTRACTOR or its dispatcher shall notify the individual requesting the tow service and inform him/her that CONTRACTOR is unable to respond timely to the request and provide the reason therefore and an estimated time for arrival.
- e. If CONTRACTOR is unable to respond within the twenty (20) minute time period due to conditions beyond its control, CITY shall have the right to request tow services from another tow company specified on the rotation list. If CONTRACTOR is unable to respond within the twenty (20) minute time period due to any other reason, CITY shall have the right at its sole option to eliminate CONTRACTOR from the Rotation List until such time as CONTRACTOR notifies the CONTRACT ADMINISTRATOR that it is able to respond timely to CITY's tow service requests.
- f. In the event CONTRACTOR receives more than one (1) tow service request from either City staff or the Sheriff's Department within the same time period, CONTRACTOR shall respond to the first request then respond to the second request unless the second request involves a vehicle accident where the disabled vehicles are interrupting the flow of traffic or poses a threat to the safety of others.

3. Inventory:

- a. A detailed written inventory of all personal property in any and all vehicles towed and/or stored and/or impounded by CONTRACTOR shall be completed by the Sheriff's Department prior to the time of towing and/or storing the vehicle by the CONTRACTOR. The towing operator of CONTRACTOR shall complete and sign the appropriate section of said inventory form. A copy of the fully completed inventory form shall be given to the towing operator employed by CONTRACTOR who shall in turn give it to CONTRACTOR who

shall retain it for as long as the vehicle is in CONTRACTOR's possession and control.

- b. Under no circumstances may a vehicle and/or personal property located in a vehicle be released by CONTRACTOR to the vehicle owner or his/her designated representative without the express written permission from City staff and/or the Sheriff's Department.
- c. If at any time an item of personal property is removed from a stored vehicle and placed in another location, CONTRACTOR shall prepare a receipt of said item, place a copy of said receipt in the stored vehicle, and provide a copy of said receipt to City staff and/or the Sheriff's Department as the originator of the tow request.
- d. CONTRACTOR agrees to indemnify, defend and hold harmless CITY and CITY'S elected and appointed officials, officers, employees, agents and volunteers from any damage to vehicles and/or loss or damage to personal property located inside the vehicles during CONTRACTOR's custody and possession of said vehicles.

F. Storage Operations:

1. Scope of Responsibility:

- a. CONTRACTOR shall be responsible for all vehicles and their contents stored by CONTRACTOR including, but not limited to, personal property and vehicle accessories and equipment. CONTRACTOR shall be responsible for protecting these items against loss or damage from fire, theft, weather or any other causes.
- b. CONTRACTOR shall provide insurance coverage for any damage or loss to vehicles or personal property located inside any vehicles for the time period within which CONTRACTOR has possession of said vehicles.
- c. All vehicles taken into custody and stored by CONTRACTOR shall be stored without charge or cost to the CITY including those vehicles owned by CITY.
- d. Should any vehicles towed and/or stored by CONTRACTOR at the request of City staff and/or the Sheriff's Department appear suspicious due to altered license plates or vehicle identification numbers, CONTRACTOR shall immediately upon tow or storage advise the Sheriff's Department of the suspicious vehicles.
- e. CONTRACTOR shall not permit any unauthorized person(s) into the area in which vehicles, which are towed or stored pursuant to this AGREEMENT, are kept. CONTRACTOR shall be fully and exclusively responsible for any items

missing from these stored vehicles and for any consequences resulting from the entrance of any individual not authorized by CONTRACTOR to enter into said storage area.

- f. CONTRACTOR shall take all actions and precautions necessary to protect all vehicles and their components such as their engines, trunks, and interior areas, from natural elements by closing the windows, doors, trunk lids, hoods, and, if necessary, covering the vehicle or parts thereof exposed to the weather with plastic, canvas, or other waterproof covering.
- g. CONTRACTOR shall park all stored and/or impounded vehicles in such a manner so as to prevent any damage to them during the movement or the parking of other vehicles.
- h. In the event of loss or damage to a stored vehicle, its accessories and equipment, or personal property contained in the vehicle while said vehicle is in the custody of CONTRACTOR, CONTRACTOR and not CITY shall be solely and exclusively responsible to the registered or legal owner for any and all losses and/or damage.
- i. Personal property contained in vehicles stored by CONTRACTOR shall not be disposed of to defray any charges for the towing or storage of said vehicles. In the event the owner of said vehicle fails to contact CONTRACTOR within thirty (30) days after the date of notice to the vehicle owner of impound or storage in accordance with the provisions of the VEHICLE CODE, the vehicle, its accessories and equipment, and personal property shall be disposed of in accordance with all State, County, and Municipal regulatory requirements.
- j. CONTRACTOR shall comply with the requirement set forth in VEHICLE CODE Section 10652 regarding the reporting of stored vehicles in excess of thirty (30) days to the Department of Justice.
- k. Upon the request of the vehicle owner(s) or his/her authorized representative; CONTRACTOR shall not release the vehicle and/or the owner(s) personal property without the express written consent of the SHERIFF'S DEPARTMENT.
- l. Pursuant to a request by the vehicle owner(s) or his/her authorized representative for release of the vehicle and/or the owner(s) personal property and upon the express written consent of such release by the SHERIFF'S DEPARTMENT, CONTRACTOR shall release the vehicle and/or the owner(s) personal property at CONTRACTOR's primary storage facility during normal business hours which are between the hours of 8 a.m. to 5 p.m. Mondays through Sunday, except holidays. Said release shall be conditioned upon the showing of proof of proper identification and authority by

the owner or his/her designated representative. The removal of personal property items only from a stored vehicle should be released pursuant to this provision without reference to any costs or charges pending because of the tow or storage of said vehicle.

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

2. Storage Facilities:

- a. Except as otherwise provided in the Scope of Work: (i) all vehicles impounded or taken into custody by CITY must be stored by CONTRACTOR in areas that are enclosed by substantial wire fences or walls that have gates or doors which lock; (ii) fences or wall enclosures shall be not less than six (6) feet in height and shall have not less than one (1) gate or door of adequate width and height; and (iii) the bottom edge of the enclosure structure shall not be more than two (2) inches above the parking surface of the enclosed area. All fence or wall enclosures shall be maintained in good order throughout the term of this AGREEMENT. In the event said fences or walls are damaged in any way, CONTRACTOR shall repair said fences or walls within twenty four (24) hours from the time of the occurrence of any damage to ensure proper protection of the stored vehicles.
- b. The CONTRACT ADMINISTRATOR or his designee reserves the right to implement and modify any security requirements should it become necessary in order to comply with local conditions.
- c. The CONTRACT ADMINISTRATOR or his designee reserves the right to inspect CONTRACTOR's vehicle storage facility at its sole discretion and at any time without notice to CONTRACTOR to ensure that CONTRACTOR maintains its facility in compliance with the requirements set forth herein.

- d. CONTRACTOR's storage facility shall comply with all zoning and other ordinance requirements of CITY.
- e. CONTRACTOR shall provide a primary storage site within five (5) miles of the territorial boundaries of the CITY that shall provide enough space to maintain a capacity of one hundred (100) vehicles outside on a level and unpaved surface.

3. Storage Facility Hours of Operation:

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

G. Location and Maintenance of Premises:

- 1. CONTRACTOR shall maintain and provide a place of business and primary storage facility within five (5) miles of the territorial boundaries of CITY, for vehicles stored pursuant to this AGREEMENT.
- 2. The primary storage facility shall be located at the same location as the business address. CONTRACTOR shall provide each and every address of any vehicle storage facilities that are located separate from CONTRACTOR'S primary place of business, and the distance from the primary place of business. The primary storage facility must be located within the City limits and vehicles towed in Lynwood have to be stored in Lynwood.
- 3. All landscaped areas of CONTRACTOR's premises shall be maintained in a neat and orderly condition with the landscape in a healthy state and free of weeds and litter.
- 4. The unpaved storage space shall be kept free of weeds, litter, debris, and any other materials, substances, or any automotive parts unless said parts are stored as evidence for the Sheriff's Department. CONTRACTOR shall comply with all municipal laws and ordinances and avoid contamination of soil with gasoline, oil, grease, or any other contaminating substance as specified by Federal, State, and County or municipal regulations.
- 5. All paved surface areas of CONTRACTOR's premises shall be in good repair without broken parts, holes, potholes, or litter. Any premises used for the storage of vehicles located within the jurisdictional boundaries of CITY shall be landscaped according to CITY rules and regulations.

H. Delegate or Assign:

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

I. Termination / Suspension of Agreement.

1. CITY may terminate this Agreement and the franchise granted hereunder at any time for convenience and without cause by giving CONTRACTOR a minimum of sixty (60) days prior written notice of CITY's intent to terminate for convenience. The prior or concurrent issuance of a Default Notice by CITY or by CONTRACTOR pursuant to subsection D, below, shall not operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided herein.
2. CONTRACTOR may terminate this Agreement for convenience by giving CITY no less than ninety (90) days prior written notice of its intent to terminate this Agreement for convenience. CONTRACTOR shall continue to fully and faithfully perform under this Agreement pending the effective date of any termination for convenience by either CITY or CONTRACTOR.
3. Event of Default; Breach; Termination/Revocation of Franchise for Cause:
 - a. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) the date by which the Event of Default shall be cured, which date shall not be later than the period allowed by applicable cure period set forth under subsections J.3.b.i through J.3.b.4, below. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

b. CONTRACTOR shall cure the following types of Events of Defaults within the following time periods:

1. Within twenty-four (24) hours of CITY's issuance of a Default Notice for any failure of CONTRACTOR to allow access to its facilities or to permit any inspection of any records, vehicles or equipment by CITY or CITY's authorized agents as provided or otherwise authorized under this Agreement. CITY shall be under no obligation to entertain any request by CONTRACTOR for additional time to allow such access to its facilities or to permit any such inspections by CITY or CITY's authorized agents.
2. Within forty-eight (48) hours of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely pay any monetary sums owed to CITY at the time specified in this Agreement, including but not limited to any fees, interest, penal sums, reimbursements or late charges, provided, however that if the end of the 48-hour cure period falls on a day in which the CITY is not open for business, the deadline for remitting payment shall be extended to the close of business of the next day in which the CITY is open for business. Except as otherwise provided under the preceding sentence, CITY shall be under no obligation to entertain any request by CONTRACTOR for additional time to pay any monetary sums owed to the CITY.
3. Within five (5) days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to provide CITY or CITY's employees or agents with any reports, records, work product, records or information which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this under the terms of this Agreement, the Lynwood Municipal Code or any other applicable laws or regulations of the County of Los Angeles, the State of California or the federal government of the United States of America. Prior to the expiration of the 5-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and a showing that the Event of Default cannot be reasonably cured within the 5-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure such an Event of Default under that exceeds seven (7) calendar days from the end of the initial 5-day cure period.
4. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period prescribed under this subsection, CONTRACTOR may submit a written request for additional time to cure such other Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant

additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

- 4 In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement; or the failure to timely perform or properly perform any such duty, obligation, service or task; or the failure to adhere to any performance standard or operating requirements set forth in this Agreement, an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following specific varieties of defaults:
- a. The initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or other similar proceedings as relates to CONTRACTOR, whether voluntary or involuntary; or
 - b. CITY's discovery that any representation of CONTRACTOR relating to Contractor's performance under this Agreement or any representation made by CONTRACTOR in the proposal it submitted to secure the award of this Agreement is false, misleading or erroneous in any material respect; or
 - c. CITY's discovery that CONTRACTOR is in violation of or is not in compliance with any local, county, State or federal law regulating towing service operations or the operation of vehicle storage facilities, including but not limited to the provisions of Article 1 of Chapter 10 of Division 11 of the California Vehicle Code (Vehicle Code section 22650 et seq.) including but not limited to those operating standards, noticing requirements and service requirements set forth under Vehicle Code sections 22655.5(c), 22658, and 22699; or
 - d. Any assignment or transfer of all or any portion of CONTRACTOR's interest in this Agreement to any person or other legal entity (including but not limited to any person or other legal entity of which CONTRACTOR or CONTRACTOR's principals, shareholders or partners hold any type of ownership interest or other controlling interest) that is not first approved by the CITY in writing by action of the City Council; or
 - e. The sale, conveyance, transfer, hypothecation, leasing, subleasing or licensing to any person or other legal entity of all or any portion of the real property upon which CONTRACTOR's primary or secondary storage facilities are located that has not first been approved by the CITY in writing by action of the City Council, including but not limited to any sale, conveyance, transfer, leasing, subleasing or licensing to a person or other legal entity in which CONTRACTOR or CONTRACTOR's principals, shareholders or partners holder any type of ownership interest or controlling interest in the person or other legal entity to whom the real property is to be sold, conveyed, hypothecated, leased sublet or licensed).

CONTRACTOR shall have seven (7) days from the date of CITY's issuance of a Default Notice for any of the Events of Default enumerated under this subsection, to submit a written declaration signed by a duly authorized owner, principal or member of CONTRACTOR under penalty of perjury under the laws of the State of California rebutting the occurrence or veracity of the CITY's findings and/or determinations as set forth in the CITY's Default Notice. The CONTRACTOR's written declaration shall also be accompanied by any and all records, documentation or other tangible evidence which CONTRACTOR may wish to provide in support of its written declaration. CITY shall have sixty (60) calendar days from the date CONTRACTOR submits its written declaration and supporting material to render a final determination on the matter. During this 60-day period, CONTRACTOR shall provide such additional records, documentation or information as CITY may request to render its final determination as to whether or not any one or more of the Events of Default under this subsection has occurred. CITY's second written determination following the submission of CONTRACTOR's written declaration and supporting material shall be final and if CITY upholds its prior determination that any one or more of the Events of Default enumerated under this subsection has occurred, CITY may immediately declare CONTRACTOR to be in breach of this Agreement and pursue any and all remedies available to CITY under this Agreement, including but not limited to the termination of this Agreement. Similarly, if CONTRACTOR fails to timely submit any written objections to the CITY's Default Notice, such failure shall constitute a waiver of CONTRACTOR's right to object to the CITY's initial findings and determination and CITY reserves the right to immediately declare CONTRACTOR in breach of this Agreement and pursue any and all remedies available to CITY under this Agreement, including but not limited to the termination of this Agreement.

5. CITY shall have forty-five (45) calendar days from the date CONTRACTOR issues a Default Notice to cure any Event of Default, unless the Event of Default cannot reasonably be cured within the 45-day cure period. CITY shall be granted an additional forty-five (45) calendar days to cure any Event of Default upon CITY's written request for such an extension of time and CITY's demonstration that it has commenced the cure of the Event of Default. Alternatively, CITY may at any time during the initial 45-day cure period submit a written objection to the Default Notice along with any written declarations or other evidence which rebut or otherwise disprove the assertions in the CONTRACTOR's Default Notice. In the event CITY and CONTRACTOR are unable to agree as to whether or not an Event of Default on the part of CITY has occurred or whether CITY's proposed cure will adequately cure the Event of Default, CONTRACTOR shall either waive the Event of Default in writing or issue a written notice declaring the CITY to be in breach of the Agreement. CONTRACTOR shall have no authority to issue a breach notice to CITY prior to the earlier of the following: (i) the expiration of CITY's initial 45-day cure period or any additional 45-day cure period invoked by

the CITY; or (ii) CITY's issuance of a written objection to the Default Notice. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of its performance under this Agreement.

6. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
7. The rights and remedies available to CITY hereunder shall be in addition to and not a limitation of any rights and remedies available to CITY at law or in equity. In addition to any other remedies available to CITY at law, in equity or under this Agreement in the event of any breach of this Agreement by CONTRACTOR, CITY, in its sole and absolute discretion, may also avail itself of any one or more of the following remedies:
 - a. The termination of this Agreement and the rights and privileges set forth herein, upon CITY's issuance of written notice specifying the effective date of such termination; and/or
 - b. Specific performance of any one or more of the provisions of this Agreement, declaratory relief and/or injunctive relief.
8. Concurrent with, or as an alternative to, CITY's initiation of the Default Notice process, CITY may also suspend CONTRACTOR's performance under this Agreement and the rights and privileges conferred hereunder for one (1) or more days, under any of the grounds set forth under subsections C and D of this section, pending the cure of an Event of Default, the termination of this Agreement for cause or convenience or pending CITY's exhaustion of any other rights or remedies available to it under this Agreement, at law or inequity. Nothing in this subsection shall operate to prohibit or otherwise restrict the ability of CITY to commence proceedings to pursue the termination of this Agreement either for cause or convenience during any suspension period.
9. Neither the suspension of this Agreement nor the termination of this Agreement for convenience or cause shall operate to relive CONTRACTOR of its obligation to comply with all applicable laws governing the towing and secure storage of vehicles in its possession, including but not limited to laws relating to the release of vehicles to persons whose vehicles are in CONTRACTOR's possession. This obligation shall survive the termination of this Agreement under any circumstance and shall remain operative during any suspension period.

J. Equipment, Materials and Services:

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

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

1. CONTRACTOR shall maintain at its primary place of business any records of all services furnished under this AGREEMENT including any books, documents, papers, invoices, or other records setting forth the description of vehicles, nature of service, and time and location of tow and/or storage service calls. Such records may be inspected at any time during normal business hours by CITY. In the event CITY requests copies of such records, CONTRACTOR shall furnish the records to CITY within five (5) working days of such request.
2. CONTRACTOR shall also keep accurate records of all gross receipts earned as a result of the business conducted under this AGREEMENT and such records shall be provided to the CITY as part of CONTRACTOR's annual business license renewal for purposes of accurately calculating CONTRACTOR's annual business license taxes.
3. CONTRACTOR shall provide receipts issued to all customers and maintain all records relating to its operations including, but not limited to, receipt slips, cash register tapes, invoices or other pertinent information. All charges, fees, and

receipts shall be recorded by means of cash registers which shall be equipped with devices which lock in the totals. CONTRACTOR shall read and record the totals at the beginning and end of each calendar day. Such records must be available at all times and shall be subject to inspection, review, and audit during the entire term of this AGREEMENT by the CONTRACT ADMINISTRATOR, the CITY Finance Director, or his/her representative. Such audits may be conducted at the discretion of the CONTRACT ADMINISTRATOR or the Finance Director either unannounced or by appointment without the necessity of subpoena. CONTRACTOR's failure to maintain the records required by this AGREEMENT including, but not limited to, all gross receipts immediately available for audit shall be cause for immediate termination of this entire AGREEMENT by CITY without notice.

4. "Gross receipts" is defined as all revenues received from tow and related services, storage, lien sales, salvage sales of abandoned or unclaimed vehicles, plus incidental receipts earned by CONTRACTOR as a result of business conducted under this AGREEMENT. All charges shown on invoices and other records are to be explicit in detail thereby explaining the reason for the amount specified therein.
5. At the request of the Sheriff's Department, CONTRACTOR shall furnish to the Sheriff's Department, within five (5) working days of such request, a written list of all vehicles that have been towed by the CONTRACTOR under this AGREEMENT. Such list shall indicate the police case number, the date of tow, the storage location of each vehicle if applicable, dates of storage if applicable, and the vehicle make, model, license number, vehicle identification number, and the name of the owner if determined.
6. On a monthly basis, CONTRACTOR shall provide to CITY a written summary of all vehicles stored pursuant to this AGREEMENT including, but not limited to, the police case number, the date of tow, the storage location of each vehicle, dates of storage, and the vehicle make, model, license number, vehicle identification number, and the name of the owner if determined. Each such report shall be due within fifteen (15) days from the recently concluded month.
7. CONTRACTOR shall, within twenty-four (24) hours of receipt of complaints, submit to the Sheriff's Department written notification of any complaints made to CONTRACTOR regarding the performance of its tow and storage services, or concerning the rates, charges or fees, or any claims or legal actions filed, delivered, or served upon or instituted against CONTRACTOR or any of its agents, officers or employees.
8. CONTRACTOR shall maintain all records referenced herein for at least three (3) years after the final payment and all other pending matters are closed. Nothing in this requirement shall be construed to diminish, in any way, CITY's right to conduct an audit pursuant to this Section.

L. Faithful Performance Bond:

1. CONTRACTOR shall furnish a Performance Bond substantially in the form as that attached hereto and incorporated herein by this reference as Exhibit "C," in the amount no less than Fifty Thousand Dollars (\$50,000).
2. CONTRACTOR shall maintain the validity and enforceability of the Performance Bond for the duration of this AGREEMENT, including any extensions should the option to extend, if any, be exercised. The Performance Bond shall be issued by a surety company licensed to conduct business in the State of California.

M. Insurance Requirements:

1. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain during the duration of this agreement, insurance required pursuant to VEHICLE CODE Section 16500.5 and the following:
 - a. CONTRACTOR shall maintain worker's compensation insurance as required by the State of California and employer's liability insurance with limits of \$1,000,000. In addition, CONTRACTOR shall require each subcontractor, if any, to similarly maintain worker's compensation insurance and employer's liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. If any class of employees employed by CONTRACTOR pursuant to this AGREEMENT is not protected by the California State Worker's Compensation Law, CONTRACTOR shall provide adequate insurance for the protection of such employees to the satisfaction of the CITY. This provision shall not apply if CONTRACTOR has no employees performing work under this AGREEMENT. CONTRACTOR agrees to waive its statutory immunity under any worker's compensation or similar statute, as respecting the CITY, and to require any and all subcontractors and any other person or entity involved in the services required in this AGREEMENT to do the same.
 - b. CONTRACTOR shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injury, personal injury and property damage. CONTRACTOR shall maintain insurance on an occurrence, not claims-made basis. CONTRACTOR acknowledges and agrees that, for purposes of clarification with the intention of avoiding gaps in coverage with any umbrella or excess coverage, personal and advertising injury coverage shall be triggered by an "offense" while bodily injury and property damage coverage shall be triggered by an "occurrence" during the policy period.

- c. CONTRACTOR shall maintain automobile liability insurance covering bodily injury, personal injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this AGREEMENT, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 - d. CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from CONTRACTOR's services, whether such services are performed by CONTRACTOR or by its employees, subcontractors, or sub-consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim.
 - e. CONTRACTOR shall maintain On Hook Physical Damage Liability Insurance with limits not less than \$150,000 per vehicle.
2. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
- a. Except for worker's compensation, errors and omissions, professional liability or directors and officers coverage, the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers to be named and covered as additional insured's with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations.
 - b. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with it.
 - c. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - d. The insurer waives all rights of subrogation against the CITY, its elected or appointed officials, officers, employees or agents.
 - e. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents or volunteers.

- f. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
3. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self- insured retentions.
4. CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this AGREEMENT. Current certification of insurance shall be kept on file with the CITY at all times during the term of this AGREEMENT.
5. Provided the CITY gives its written consent for any persons other than CONTRACTOR to perform any part of the services required in this AGREEMENT, CONTRACTOR agrees to require that all parties with whom CONTRACTOR enters into contracts or whom CONTRACTOR hires or retains pursuant to or in any way related to the performance of this AGREEMENT, provide the insurance coverage required herein, at minimum, and name as additional insured's the parties to this AGREEMENT. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.
6. In the event this AGREEMENT is terminated for any reason prior to the completion of all obligations and requirements of this AGREEMENT, CONTRACTOR agrees to maintain all coverage's required herein until the CITY provides written authorization to terminate the coverage's following the CITY's review and determination that all liability posed under this AGREEMENT as to the party providing insurance has been eliminated.
7. CONTRACTOR agrees and acknowledges that if it fails to obtain all of the insurance required in this AGREEMENT in accordance with the requirements herein, or to obtain and ensure that the coverage required herein is maintained by any subcontractors or others involved in any way with the performance of services, to the extent such is permissible under this AGREEMENT, CONTRACTOR shall be responsible for any losses, claims, suits, damages, defense obligations, or liability of any kind or nature attributable to the CITY or its officers, employees, servants, volunteers, agents and independent contractors. CONTRACTOR further acknowledges understand and agrees that the failure to maintain all required insurances shall constitute an Event of Default under this Agreement and CITY reserves the right to immediately

suspend this Agreement pending the cure and/or terminate this Agreement the failure to procure insurance is not timely cured.

N. Hold Harmless/Indemnification:

1. CONTRACTOR shall defend, indemnify and hold harmless CITY and CITY's elected and appointed officials, officers its officers, officials, agents, employees and volunteers (collectively, the "CITY Indemnitees") from and against any and all claims, demands, actions, losses, damage, injuries, and liability, direct or indirect, (including any and all costs and expenses in connection therewith), arising out of the performance of this AGREEMENT by CONTRACTOR or CONTRACTOR's officers, employees, agents, contractors or volunteers, except for any such claim arising out of the sole negligence or willful misconduct of the CITY Indemnitees.
2. CITY does not, and shall not; waive any rights that it may have against CONTRACTOR under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this AGREEMENT. The hold harmless, indemnification and duty to defend provisions of this section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, action, damage, liability, loss, cost or expense described herein.

O. Independent Contractor:

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

Section 6: AUTHORITY OF CITY

A. Backup Tow Company:

1. In the event that the Towing Service Provider is not available or cannot comply with the request for tow services, the Chief of Police or his designee will have

the discretion to request services from the backup Towing Service Provider until such time that the listed conditions can be satisfied. CITY, at its sole discretion, reserves the right to place a request for towing or storage service from the backup provider under any one of the following circumstances:

- a. During the period of time in which any Event of Default remains uncured;
- b. If CONTRACTOR is unable to respond to a call within the time called for under this Agreement;
- c. If CONTRACTOR is unable to respond to a call with the necessary equipment required under the circumstances.
- d. If the CONTRACTOR is unable to respond immediately whenever a child is locked in a vehicle or other emergency of such type.

B. Retention of Documents by CITY:

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

C. Contract Performance:

1. Subject to the power and authority of CITY, as provided by law and in accordance with this AGREEMENT, CITY shall in all cases determine the quantity, quality, and acceptability of the services provided under this AGREEMENT. CITY shall decide any questions which may arise relative to the fulfillment of this AGREEMENT or to the obligations of the CONTRACTOR hereunder.

Section 7: RELATIONSHIP OF PARTIES

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

Section 8: NON-LIABILITY OF CONTRACTOR

- A. If performance of this AGREEMENT shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of CONTRACTOR, CONTRACTOR shall notify CITY in writing and within twenty- four (24) hours after the delay that said performance shall be delayed or suspended.

- B. Such causes of delay or suspension of performance by CONTRACTOR beyond CONTRACTOR's control as referenced in Section 6(E)(2)(e) herein may include, but are not limited to: acts of God; war; acts of the public enemy; acts of any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; strikes; and unusually severe weather.
- C. CITY shall ascertain the facts and extent of such failure and, if CITY determines that the failure was occasioned by excusable causes, CITY will not claim that CONTRACTOR is in default and that this AGREEMENT has been breached.

Section 9: NOTICES

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

Section 10: ENTIRE AGREEMENT

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

Section 11: INTERPRETATION

- A. This AGREEMENT was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that one of the parties was solely responsible for preparing the AGREEMENT or caused the AGREEMENT to be prepared.

Section 12: SEVERABILITY

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

Section 13: GOVERNING LAW

- A. The validity of this AGREEMENT and any of its terms or provision, as well as the rights and duties of the parties under this AGREEMENT, shall be construed pursuant to and in accordance with California Law.

Section 14: VENUE

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

Section 15: ATTORNEYS FEES

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

Section 16: AUTHORITY

- A. The persons executing this AGREEMENT on behalf of the parties hereto warrant that they are duly authorized to execute this AGREEMENT on behalf of said parties.

Section17: COUNTERPARTS

- A. This AGREEMENT may be executed in several counterparts.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

APPROVED:

CITY OF LYNWOOD

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Date: _____

ATTACHMENT 2

CITY OF LYNWOOD
CITY HALL
11330 Bullis Road
Lynwood, California 90262

TOW SERVICES & FACILITIES
INSPECTION CHECKLIST

(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: _____

Under Articles I and II set forth the mandatory baseline requirements for each proposer's Primary Storage Facility. Inspectors must check "Yes" for each of the following baseline specifications listed below in order for a proposer to be considered for the award of a contract. If inspectors check "No" for any one or more of the following items, the proposer's proposal will not be deemed responsive and the proposer's proposal will not be considered for the award of a contract.

I. Minimum Requirements.

1. The proposer's Primary Storage Facility has at least three (3) on-site, fully equipped and operational tow trucks ready for service within Lynwood at all hours.

___ yes ___ no

notes:

2. The proposer's Primary Storage Facility has at least one (1) on-site flatbed tow truck ready for service within Lynwood at all hours.

___ yes ___ no

notes:

3. The Primary Storage Facility is always open for business hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

yes no

notes:

4. A. The proposer's Primary Storage Facility has a minimum vehicle storage capacity of one hundred (100) vehicles that may be dedicated at any one time to vehicles referred to the facility by the Los Angeles County Sheriff's Department.

yes no

B. The Primary Storage facility is located within five (5) miles from the territorial boundaries of the City of Lynwood.

yes no

C. All of the following apply to the Primary Storage Facility:

1. The Primary Storage Facility can adequately accommodate all "hold" vehicles, all late model vehicles, all specially equipped vehicles and all vehicles to be released immediately to owners.
2. It is entirely surfaced with either concrete or asphalt.
3. It is free of holes or areas that are broken or decomposed.
4. Clean and free of litter, debris and weeds.
5. Sized and dimensioned to afford safe access to all vehicles

yes no

notes:

5. Primary Storage Facility is immediately adjacent to the proposer's office facilities.

yes no

notes:

6. Tow service availability twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

yes no

notes:

7. Secure and environmentally safe (operational spill plan must be available) vehicle storage facility with a minimum capacity of 100 vehicles dedicated to storage of vehicles from LACSD.

yes no

notes:

8. The Primary Storage Facility is located in the corporate city limits of the City of Lynwood or within five (5) miles of the city boundaries.

yes no

notes:

Distance: _____

9. A. The vehicle storage facility is completely enclosed by a wall or fence that is continuously no less than six (6) foot in height for the entire perimeter of the wall/fence measured from the interior of the facility at grade level to the top most portion of the fence. Inspectors will make measurements at no less than eight (8) points.

yes no

notes:

B. The 6 foot high wall or fence that encloses the Primary Storage Facility is made of brick, block walk, chain link, iron or other metal or combination thereof.

yes no

notes:

C. All portions of the wall or fence are in good condition and repair and do not have holes, gaps or other signs of damage or disrepair and do not have holes or gaps large enough for a person to crawl through or climb through, thereby undermining the security of the Primary Storage Facility.

yes no

notes:

D. The wall or fence is equipped with a functioning gate or door of no less than six (6) feet in height as well.

yes no

notes:

E. The ground surface area of the interior of the vehicle storage area(s) of the Primary Storage Facility is/are entirely surfaced with either concrete or asphalt material free of holes or areas that are decomposed or broken.

yes no

notes:

10. The Primary Storage Facility is able to provide locked and secure evidence storage of two (2) vehicles within an enclosed area that are completely and totally protected from the weather, contamination or access/tampering by any unauthorized person(s).

yes no

notes:

11. The Primary Storage Facility includes a separate secured vehicle inspection area within the facility where police personnel may inspect impounded vehicles for evidence and in the furtherance of other investigative activities. The proposals of proposer's whose secured inspection areas are indoors and completely enclosed will be viewed more favorably than proposals of proposers whose secured areas are outdoors or only partially enclosed. Nevertheless, whether or not the secured inspection area is outdoors or indoors will not, by itself, be dispositive as to whether or not a proposer will be awarded a contract or not.

yes no

notes:

12. Tow truck drivers and on-site personnel appear to be neat, clean and have professional appearance with distinctive tow truck company attire.

yes no

notes:

13. Vehicle storage facility has fully-functioning, on-site fixed lighting utilities sufficient to clearly illuminate all areas of the storage facility.

yes no

notes:

14. The Primary Storage Facility has an operating security alarm system and/or motion sensor system capable of immediately alerting staff and law enforcement of any unauthorized entry upon the premises.

___ yes ___ no

notes:

15. The Primary Storage Facility has operating video surveillance equipment that provides 24 hour surveillance to all vehicle storage areas, and all areas where evidence property may be stored, all customer areas, perimeter and all entry ways and exits to the facility. Recordings of all video surveillance are maintained for a period of at least 48 hours.

___ yes ___ no

notes:

16. The Proposer must provide proof, at the time of inspection, of a valid business license for the Primary Storage Facility.

___ yes ___ no

notes:

II. Other Requirements

1. The proposer's Primary Storage Facility contains towing equipment capable of providing for the following services:

- a) Recovery truck(s) with an adjustable boom with a minimum lifting capacity of at least four tons. ___ yes ___ no
- b) Wheel lift towing. ___ yes ___ no
- c) Roll back/flatbed towing. ___ yes ___ no
- d) Towing in parking garages. ___ yes ___ no
- e) Towing of large and oversized vehicles. ___ yes ___ no
- f) Towing of motorcycles without causing additional damage. ___ yes ___ no

notes:

2. *State requirements.* All tow trucks and other vehicles used by the proposer in the performance of the towing services contemplated under the RFP comply with all requirements of the California Vehicle Code in terms of required equipment and capabilities, age and condition

yes no

notes:

deficiencies:

3. The proposer and its Primary Storage Facility has the ability to maintain a telephonic point of contact capable of receiving city requests for towing services 24 hours a day.

yes no

notes:

4. The proposer and its Primary Storage Facility has the ability to maintain 24 hour a day communication contact with their tow vehicle(s).

yes no

notes:

5. The proposer and its Primary Storage Facility maintains a 24 hour per day telephone service to receive calls from the public.

yes no

notes:

6. The Primary Storage Facility is equipped to allow payment by credit card and contains clearly visible signage as required by the Vehicle Code with regards to Tow Yard operations. Such signage also includes current towing rates as authorized by CHP.

___ yes ___ no

notes:

III. Additional Services/Equipment Available to the City of Lynwood
(equipment or services offered by the Tow Agency at the time of the service/may be supported with photographs)

Service/Equipment: _____

notes:

Service/Equipment: _____

notes:

ATTACHMENT 3

City of Lynwood
City Hall
11330 Bullis Road
Lynwood, California 90262

INSURANCE REQUIREMENTS CHECKLIST
(TOWING AND VEHICLE STORAGE SERVICES RFP)

TOW OPERATOR: _____

Minimum Insurance Requirements. As of the date of proposal submission, proposers must demonstrate insurance coverage amounts which meet or exceed the insurance coverage requirements specified in Section ___ of Article ___ of the Agreement. City reserves the right to reject any proposal which does not demonstrate that the proposer meets the minimum insurance requirements of the RFP.

I. Workers' Compensation Insurance – minimum requirements met?

___ yes ___ no

notes:

II. Garage Liability Insurance – minimum requirements met?

___ yes ___ no

notes:

III. Garagekeepers Liability Coverage – minimum requirements met?

___ yes ___ no

notes:

IV. On Hook Physical Damage Liability Insurance – minimum requirements met?

___ yes ___ no

ATTACHMENT 4

City of Lynwood
City Hall
11330 Bullis Road
Lynwood, California 90262

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

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

CIVIL LITIGATION CERTIFICATION

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

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

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

In submitting a Proposal to the City of Lynwood for Police Towing and Storage Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a

managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

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

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

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

ATTACHMENT 4
CIVIL LITIGATION HISTORY INFORMATION

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

(1) Name of Case: _____

Court case identification number: _____

(2) Jurisdiction in which case was filed: _____

(3) Outcome of the case: _____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 5

CITY OF LYNWOOD

CITY HALL

11330 Bullis Road

LYNWOOD, CALIFORNIA 90262

CRIMINAL CONVICTIONS CERTIFICATION

(TOWING AND VEHICLE STORAGE SERVICES RFP)

Bidder/Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Bidder/Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Bidder/Proposer is not responsible.**

For the five (5) years preceding the date this Bid/Proposal is due, identify on the following page any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Bidder/Proposer submitting this Bid/Proposal, including any person who is an officer of, or in a management position with, or has an ownership interest in the contracting entity which is submitting this Bid/Proposal, or (2) by the qualifying person licensed by the State Contractors' License Board to perform the work described in the Bid/Proposal, including any such person when they were an officer, manager, owner, or responsible managing employee of a construction contractor other than the Bidder/Proposer submitting this Bid/Proposal. Provide on the following page labeled "Criminal Convictions Information:" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed, and (7) any exculpatory information of which the City should be aware.

CRIMINAL CONVICTIONS CERTIFICATION

If the Bidder/Proposer has no criminal convictions to report as described above, complete the following:

I, _____, hereby certify that neither
(print name of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

(Bidder/Proposer name as shown on Bid/Proposal)

nor _____
(name of responsible managing person licensed by the Contractors' State License Board)

has been convicted of a criminal violation as described above.

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

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

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

CRIMINAL CONVICTIONS INFORMATION

(1) Date of conviction: _____

(2) Name of case: _____

Court case identification number: _____

(3) Identity of the law violated: _____

(4) Identity of the prosecuting agency: _____

(5) Contract or project involved: _____

(6) Punishment imposed: _____

(7) Exculpatory information: _____

Declaration: I declare under penalty of perjury that the above information is true and correct.

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

by _____
(signature of owner, officer, manager, or licensee responsible for submission of Bid/Proposal)

ATTACHMENT 6

CITY OF LYNWOOD
CITY HALL
11330 Bullis Road
LYNWOOD, CALIFORNIA 90262

**DISCLOSURE OF CONTACTS WITH CITY COUNCIL MEMBERS
(TOWING AND VEHICLE STORAGE SERVICES RFP)**

Proposer shall provide either the certification requested below or information requested on the next page. **Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the proposal on this basis as well.** During the one-year period immediately preceding the date of submittal of this Proposal, list the date of all meetings or other communications the following persons have had with any one or more members of the Lynwood City Council or any City employee regarding the provision of towing services the City of Lynwood: the Proposer submitting the instant Proposal, including any person who is an officer of, or in a managing position with, or has an ownership interest in the entity submitting the Proposal. Please also identify the name(s) of the City Council members or City employees with whom such persons have met with or communicated with regarding the provision of towing services to the City of Lynwood.

CERTIFICATION REGARDING MEETINGS OR COMMUNICATIONS WITH CITY OFFICIALS OR EMPLOYEES

If the Proposer has had not had any meetings or other communications with the persons mentioned above regarding the provision of towing services to the City of Lynwood with the one-year period immediately preceding the submission of this Proposal, complete the following:

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

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

In submitting a Proposal to the City of Lynwood for Police Towing and Storage Proposer Services, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has met with or communicated with any member of the Lynwood City Council or any City employee regarding the provision of

the towing and secured vehicle storage services for the City of Lynwood during the one-year period immediately preceding the submission of this Proposal to the City of Lynwood.

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

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

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

HISTORY OF MEETINGS OR COMMUNICATIONS WITH LYNWOOD CITY COUNCIL MEMBERS AND/OR CITY EMPLOYEES REGARDING THE PROVISION OF TOWING AND SECURED STORAGE SERVICES TO THE CITY OF LYNWOOD DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE SUBMISSION OF THIS PROPOSAL

List the date of all such meetings or communications, the City Council member or City employee with whom you met with (attach extra pages if necessary)

DECLARATION

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

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

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

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

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

END OF DOCUMENT

ATTACHMENT 7

CITY OF LYNWOOD
CITY HALL
11330 Bullis Road
LYNWOOD, CALIFORNIA 90262

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

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

FALSE CLAIMS ACT CERTIFICATION

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

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

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

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

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

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

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

FALSE CLAIMS ACT VIOLATIONS INFORMATION

- (1) Date of Determination of Violation: _____

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

- (3) Government Contract or project involved: _____

- (4) Government agency involved: _____
- (5) Amount of fine imposed: _____

- (6) Exculpatory Information: _____

DECLARATION

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

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

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

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

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

END OF DOCUMENT

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

Subscribed and sworn to (or affirmed) before me this _____ day of _____
2016.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in
this certificate first above written.

(SEAL OF NOTARY)

(Signature of Notary)

(Typed Name of Notary)

END OF DOCUMENT

ATTACHMENT 9

PERFORMANCE BOND

We, _____, as Principal, and _____ as Surety, Jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of LYNWOOD ("City") for payment of the penal sum of _____ (\$_____). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference, primarily for services related to towing and storing vehicles within the jurisdictional boundaries of the City. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City and its officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain if full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety. Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed there under, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, ad it does thereby waive notice thereof. Principal and Surety agree that if they City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees and costs incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, 2016

Seal of Corporation

By _____
Authorized Representative of Principal
Title

By _____
Authorized Representative of Principal
Title

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
Of process in California:

() _____
Surety Company

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

() _____
Company Agent

Street Number

City and State

APPROVED AS TO FORM:

General Counsel Telephone

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service in process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the applicable provisions of the agreement.

(NOTICE: No substitution or revision of this bond form shall be accepted.)

END OF DOCUMENT