

**METROPRO  
TOWING  
SERVICE  
CONTRACT**

**PROFESSIONAL SERVICES AGREEMENT  
FOR TOWING SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and MetroPro Towing, a licensed automobile towing service (“Contractor”).

**WITNESSETH:**

- A. WHEREAS, City proposes to have Contractor perform towing services as described herein below; and
- B. WHEREAS, Contractor represents that it experienced in providing such services for government entities and is able to provide personnel with the requisite experience, skill, and background to carry out these duties; and
- C. WHEREAS, City and Contractor desire to contract for specific services in connection with this Agreement, as described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference and Contractor’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference. Contractor shall also adhere to the requirements in the City of Costa Mesa Police Department “Tow Policy Guidelines and Requirements,” attached hereto as Exhibit “C” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor’s performance of this Agreement. It is understood and agreed that Contractor shall maintain a current Tow Operator Permit with the City as called for in City Council Resolution 08-67.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including,

but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement, including, but not limited to Costa Mesa Municipal Code Sections 9-271 *et seq.* and any amendments thereto. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may not engage a subcontractor, but may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.7. Notification of Changes in Ownership. Contractor shall notify the City in writing within thirty (30) days of any changes in ownership or financial interest by any person in Contractor's business.

1.8. Notification of Criminal or Civil Actions. Contractor shall within thirty (30) days of becoming aware of same notify the City in writing of the filing or initiation of any criminal charges or civil litigation naming as a party any person holding a financial interest in Contractor's business.

1.9. Contractor is to collect fees for City per User Fees schedule adopted by City Council Resolution 08-87. It is understood and agreed that the rotational tow services permit is valid for two years per Section 9-277 of the Municipal Code.

1.10. Contractor to charge rates per fee schedules in Resolution 08-65.

1.11. Free services provided to the City – Contractor shall provide free towing services and free tire change, jump start and assistance with lockout for City owned vehicles in the City of Costa Mesa City limits. The exceptions to this requirement are City vehicles weighing more than 6,000 lbs., which shall be charged the standard tow rate; and, City vehicles (CMPD or other) outside the City of Costa Mesa, which shall only be charged the tow mileage rate.

Additional free services include the donation by contractor of two unclaimed vehicles (ready for demolition) per month for training purposes to the Costa Mesa Fire Department (CMFD), to be dropped off and picked up from the CMFD training lot at no charge to the City.

1.12 Contractor shall maintain “response to scene” standards are set forth by the Costa Mesa Police Department (CMPD) in its Police Tow Policy Guidelines and Requirements, attached thereto as Exhibit “D.”

1.13 For any vehicle release during business hours, a person should wait no longer than 20 minutes to take possession of his/her vehicle after payment of fees, after business hours, a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator.

## **2.0. COMPENSATION AND BILLING PROVIDED BY THE CONTRACTOR**

### **2.1. No Compensation to Contractor by City.**

(a) Contractor will not be compensated by the City for its Services under this Agreement. Subject to the terms and conditions of this Agreement, Contractor will be compensated solely by responsible party (vehicle owner), for towing or storage related services provided by Contractor in the City according to the towing rates established by Resolution 08-65.

(b) Contractor shall charge fees to responsible party at or below the rates and charges set by City Council resolution as shown in Exhibit “D,” attached hereto and made a part of this Agreement (the “Fee Schedule”) and as amended from time to time.

### **2.2. Additional Services.**

(a) Contractor shall not receive compensation for any services provided outside the scope of services specified in the Response unless the Police Chief or his designee, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

(b) Tow Rotation – Contractor understands that each towing vendor with which the City contracts for towing services shall be rotated on a weekly basis, one week on and one week off, as assigned by the Costa Mesa Police Department (CMPD) in coordination with Telecommunications.

2.3. Records and Audits. Records of Contractor’s services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City’s Police Chief or his designee for inspection and/or audit at mutually convenient times for a period of four (4) years from the date of each tow.

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective

Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### 4.0. **TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on February 28, 2014 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. City, at its sole option, may extend this Agreement for three (3) additional one (1) year periods upon recommendation from the Police Department.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

#### 5.0. **INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Garage Keeper's Liability with a policy limit of not less than One Hundred Thousand Dollars (\$100,000.00), combined single limits, per occurrence and aggregate.
- (e) On-Hook/Cargo Insurance Coverage with a policy limit of not less than One Hundred Thousand Dollars (\$100,000.00), combined single limits, per occurrence and aggregate.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of

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Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Designations. Contractor shall designate a company representative who shall represent it and be its agent in all consultations with City during the term of this Agreement. Such designee shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Harbor Towing, Inc. dba  
MetroPro Road Services  
957 W. 17<sup>th</sup> Street  
Costa Mesa, CA 92627  
Tel: 714-556-7600  
Fax: 714-556-4100  
Attn: Jody Campbell

IF TO CITY:

City of Costa Mesa  
Police Department  
99 Fair Drive  
Costa Mesa, CA 92626  
Tel: 714-754-4963  
Fax: 714-754-5124  
Attn: Rob Sharpnack

6.5. Drug-free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: Contractor shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation,

all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.12. Public Records Act Disclosure: Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.).

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Contractor will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or



6.24. Corporate Authority: 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 and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

Harbor Towing, Inc dba MetroPro Road Services

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

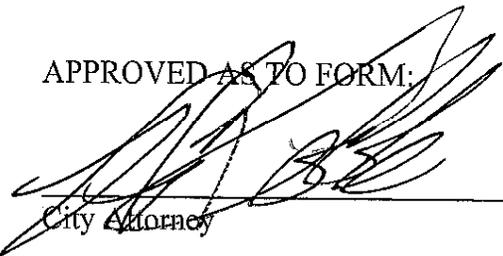
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

ATTEST:

\_\_\_\_\_  
City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

Date: 2-19-09

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Date: \_\_\_\_\_

Risk Management

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Police Chief

Date: \_\_\_\_\_

**EXHIBIT A**  
**CITY'S REQUEST FOR PROPOSAL**



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

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FINANCE DEPARTMENT  
PURCHASING

**CITY OF COSTA MESA**

**REQUEST FOR PROPOSALS**

**FOR POLICE TOWING SERVICES**

**PROPOSAL NO. 1118**

NOTICE IS HEREBY GIVEN that sealed proposals shall be received by the City of Costa Mesa to wit: The City of Costa Mesa, City Clerk's Office, P. O. Box 1200, Costa Mesa, California 92628-1200, on or before the hour of **3:00 p.m. on November 18, 2008**. It shall be the responsibility of the offeror to deliver his proposal to the City Clerk by the proper announced time. Delivery Location: City of Costa Mesa, City Clerk's Office, 77 Fair Drive, Room 101, Costa Mesa, California 92626.

A pre-proposal conference will take place on Wednesday, November 5, 2008 at 10:00 a.m. in the City of Costa Mesa Conference Room 1A located at, 77 Fair Drive, Costa Mesa, California 92626.

Proposals shall be returned to the attention of the City Clerk, within said time limit, in a sealed envelope identified on the outside with the *Offeror's Business Name, Proposal Item Number, Identify-Police Tow Services, and the Opening Date*. There will be no public opening of proposals.

Additional sets of the Request for Proposal may be obtained by offerors in the Purchasing Division of the Finance Department or from the web site at [www.ci.costa-mesa.ca.us](http://www.ci.costa-mesa.ca.us). Please contact Debbie Casper, C.P.M., CPPB, Purchasing Supervisor, at (714) 754-5212, 77 Fair Drive, Costa Mesa, California 92626.

Dated: October 14, 2008

**CITY OF COSTA MESA**  
**REQUEST FOR PROPOSAL**  
**NO. 1118**  
**FOR POLICE TOWING SERVICES**

The City of Costa Mesa seeks proposals from qualified towing service companies to provide rotational police towing and storage services as described in the City of Costa Mesa Tow Policy Guidelines and Requirements (Attachment A). The tow service company must be located within five (5) miles of the Costa Mesa Police Facility located at 99 Fair Drive, Costa Mesa, California 92627.

The City may award multiple contracts for rotational towing. The current number of vehicles impounded each year is approximately 2,384 and the number of vehicles stored is approximately 1,351. The towing service will be required to impound, store, remove vehicles from a traffic collision, clean-up as required, attend to disabled vehicles, have an evidence hold area for the vehicles and generally provide towing and storage service on a 24 hour, 7 days a week, 365 days a year.

The term of this agreement shall be for a period of five (5) years commencing on the date the agreement is approved by City Council. The City of Costa Mesa reserves the right, upon sixty (60) days written notice, to renew this agreement with the tow service operator for three (3) additional one (1) year periods with the same terms and conditions provided herein provided that performance is deemed acceptable, that the renewal is agreeable to the tow service operator and a written renewal agreement is executed prior to the termination of this agreement. This agreement shall remain in effect unless terminated by the City of Costa Mesa, except as otherwise provided herein.

This Request for Proposal is set out in the following format:

- Section I: Scope of Work
- Section II: Instructions to Offeror
- Section III: Special Terms and Conditions
- Section IV: General Terms and Conditions
- Section V: Proposal Evaluation Requirements
- Section VI: General Questionnaire/Requirements for Police Towing Services
- Section VII: Proposal Form for Police Tow Services
- Attachment A: Costa Mesa Tow Policy Guidelines & Requirements
- Attachment B: Drug-Free Work Place Council Policy
- Attachment C: Sample Professional Services Agreement

Closing time and date: Proposals are due by 3:00 p.m. on November 18, 2008. One original (marked original) and five (5) copies (marked copy) of the Proposal must be submitted in a sealed envelope marked RFP #1118 and submitted to the following address:

Delivery Address: City of Costa Mesa  
Attn: City Clerk's Office  
77 Fair Drive, 1st Floor Room 100  
Costa Mesa, CA 92626

Mailing Address: City of Costa Mesa  
Attn: City Clerk's Office  
P.O. Box 1200  
Costa Mesa, CA 92628-1200

Any Offeror who wishes his/her proposal to be considered is responsible for making certain that the proposal is received in the City Clerk's Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled submittal deadline will be returned unopened. Proposals must bear original signatures. Please note that there will be no public opening of proposals. Proposal information shall not be made public until the proposal is awarded. At that time the executed contract will become public information. Please direct any questions regarding this proposal to Debbie Casper, C.P.M., CPPB, Purchasing Supervisor, via telephone (714) 754-5212 or e-mail: [dcasper@ci.costa-mesa.ca.us](mailto:dcasper@ci.costa-mesa.ca.us).

The City of Costa Mesa reserves the right to negotiate with any offeror(s) as necessary to serve the best interest of the City of Costa Mesa and negotiate the final contract with the most responsive, responsible offeror(s). The City reserves the right to waive, at its discretion, any irregularity or informality, which the City deems correctable or otherwise not warranting rejection of the RFP. The City reserves the right to reject any and all proposals and to accept any proposal or portion thereof. No obligation, either expressed or implied, exists on the part of the City of Costa Mesa to make an award or to pay any costs incurred in the preparation or submission of a proposal. All costs associated with the preparation or submission of proposals covered by this RFP, are solely the responsibility of the offerors.

The intent is to award multiple contracts to the highest scoring qualified tow service companies. The City will determine the number of contracts that will best fit the needs of the City of Costa Mesa. Please provide your response to all the information requested in this RFP so that your company can be properly assessed.

By submitting an offer, the offeror acknowledges understanding of the rules as defined in the Costa Mesa Tow Policy Guidelines and Requirements and this RFP. Compliance with all of the terms and conditions of the agreement is mandatory for tow companies providing services to the City of Costa Mesa. An operator, by agreeing to participate in the program, does not establish a contractual relationship with the City of Costa Mesa and is not acting as an agent for the City of Costa Mesa when performing services under this contract.

## **SECTION I: SCOPE OF WORK**

It shall be the responsibility of the successful offeror(s) to respond immediately and promptly provide towing services for vehicles to be taken into custody, when such service is called for by the Police Department. The towing services to be performed by the successful offeror(s) will include, but are not limited to, towing services for vehicles involved in accidents or disabled by other causes, impeding the flow of traffic, impound for evidence, abandoned in public places or on private property, and for any other reason within the jurisdiction of the Police Department.

The detailed scope of work is defined in the Costa Mesa Police Department Tow Policy Guidelines and Requirements. It is suggested that all offerors become familiar with this to determine if they can meet the City of Costa Mesa requirements before submitting a proposal.

## SECTION II: INSTRUCTIONS TO OFFERORS

1. **ACCEPTANCE PERIOD.** Unless otherwise specified herein, proposals are firm for a period of ninety- (90) days.
2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference, questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Purchasing Supervisor. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this meeting. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.
3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Purchasing Supervisor. Questions and comments regarding this solicitation must be submitted in writing, either by mail, facsimile or e-mail to the Purchasing Supervisor, City of Costa Mesa, 77 Fair Drive, Costa Mesa, California, 92626, faxed to (714) 754-5040 or e-mailed to: [dcasper@ci.costa-mesa.ca.us](mailto:dcasper@ci.costa-mesa.ca.us), no later than ten (10) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding. Answers will be sent to all known proposal holders.
4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize themselves with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy themselves as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

**6. PREPARATION OF PROPOSAL:**

- A. All proposals shall incorporate the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. The Proposal form and any solicitation amendments must be signed and returned with the proposal. The forms submitted shall be signed by a person authorized to submit an offer. An authorized signature on the Proposal form, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide services specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.
- C. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
- E. Periods of time, stated as a number of days, shall be in calendar days.
- G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
- H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

**7. PROPOSAL/SUBMITTAL FORMAT:** An original and 5 copies (6 total) of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original". The material should be in sequence and related to the RFP. The sections of the submittal should be clearly identifiable and should include the following: a copy of this RFP document, the completed Offer Form, all signed Amendments, the Offeror's response to the Proposal Evaluation Requirements including the completed General Questionnaire/Requirements for Police Towing Services, and Costa Mesa business license if offeror currently has one, tow operator permit and proof of insurance. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

**8. PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

**9. CONFIDENTIAL INFORMATION:** The City of Costa Mesa is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Purchasing Supervisor of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information.

**10. CERTIFICATION:** By signature on the Offer page, solicitation Amendment(s), or

cover letter accompanying the submittal documents, Offeror certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices.
- B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
- D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract.
- E. The Offeror acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 for a "Drug-Free Workplace" (Attachment B) and hereby agrees to comply with required policy.

11. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Costa Mesa City Clerk's Office at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
12. **LATE PROPOSALS:** Late proposals will be rejected.
13. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
14. **PROPOSAL OPENING AND RESULTS.** Please note that there will be no public opening of proposals. A list of the names of Contractors' who submitted proposals may be obtained within a reasonable time after the public opening.
15. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
16. **CANCELLATION OF SOLICITATION:** The City may cancel this solicitation at any time.
17. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements.
18. **AWARD SELECTION PROCESS.** Selection of qualified Offerors will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with public agencies and similar types of efforts; and references. Additional questions may be asked of Offerors

and interviews may be conducted. Offerors will be notified of any additional required information or interviews after the written proposals have been evaluated. The recommended proposals will be submitted to the City Council for contract approval. The Offerors selected will enter into contract with the City. The City reserves the right to award multiple contracts for towing services.

- 19. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and scope of work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City Council. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents. Award will be made to the Offerors submitting the most advantageous proposals after consideration of all Evaluation Criteria set forth in Section V. An Evaluation Committee will be established by the City of Costa Mesa. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. The award will be made in the best interests of the City after all factors have been evaluated.

- 20. NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- 21. NOTICE OF INTENT TO AWARD:** A Notification of Intent to Award will be sent to all Offerors selected.
- 22. EXECUTION OF CONTRACT.** A Professional Services Agreement will be created by the City Attorney's Office (See Sample Attachment C). The RFP, the City of Costa Mesa Tow Policy Guidelines and Requirements, the Offeror's proposal, and the Professional Services Agreement will become incorporated as the complete contract. The Successful Offeror(s) shall execute the contract, including but not limited to signing all necessary documents and submitting all required evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the offeror(s) after the City of Costa Mesa executes the contract(s). In case of failure of the Offeror(s) to execute and return the contract and all required documents within the time allowed, the City of Costa Mesa may, at its option, consider that the Offeror(s) has/have abandoned the contract.

- 23. COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.
- 24. DISQUALIFICATION OF OFFEROR(S).** If there is reason to believe that collusion exists among the Offerors, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors. Reasonable ground for believing that any Offeror is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Contractor is interested. If there is reason to believe that collusion exists among the Contractors, the City of Costa Mesa may refuse to consider Proposals from participants in such collusion. Contractors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.
- 25. EXPERIENCE AND COMPETENCY.** The successful offeror(s) shall be skilled and regularly engaged in the general class or type of work called for under the contract. The successful offeror(s) shall also have no less than two (2) years experience in the magnitude and character of the work proposal within the County of Orange. Each Offeror shall provide information about experience with the proposal. It is the intention of the City of Costa Mesa to award multiple contracts to the Offerors who furnish satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Offeror, the City of Costa Mesa will weigh any evidence that the Offeror has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the most responsive and responsible Offeror(s), consideration will be given not only to the financial standing but also to the general competency of the Offeror for the performance of the work specified in the contract documents.
- 26. INDEMNIFICATION.** Offeror(s) shall protect and indemnify the City, the City Council, and all of its or their officers, agents and servants against any claim or liability arising from or based on bidder's violation of any existing or future State, Federal, and local laws, ordinances, regulations, orders or decrees pertaining to bidder's submittal.

Offeror(s) agree(s) to protect, defend, indemnify, save and hold harmless the City and its elected and appointed boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person (offeror's employees included), and for injury to any property, including consequential damages of any nature resulting there from, arising out of or in any way connected with the performance of this contract, except that the indemnity obligation of offeror shall be reduced by an amount proportional to the active negligence of City, if any.

Offeror shall comply with all of the provisions of the Workers' Compensation insurance laws and Safety in Employment laws of the State of California, including the applicable provisions of Divisions 4 and 56 of the California Labor Code and all amendments

thereto and regulations promulgated pursuant thereto, and all similar State, Federal, or local laws applicable; and contractor shall indemnify and hold harmless City from and against all claims, liabilities, expenses, damages, suits, actions, proceedings and judgments, or every nature and description, including attorney fees, that may be presented, brought or recovered against the City for or on account of any liability under or failure to comply with any of said laws which may be incurred by reason of any work performed under this contract by offeror or any subcontractor or others performing on behalf of offeror.

The City does not, and shall not, waive any rights against offeror(s) which it may have by reason of the above hold harmless agreements, because of the acceptance by the City or the deposit with the City by contractor of any or all of the required insurance policies.

The hold harmless agreements by offeror(s) shall apply to all liabilities, expenses, claims, and damages of every kind (including but not limited to attorney fees) incurred or alleged to have been incurred, by reason of the operations of offeror or any subcontractor or others performing on behalf of offeror, whether or not such insurance policies are applicable.

Offeror(s) shall require any and all subcontractors to afford the same degree of indemnification to the City of Costa Mesa and its elected and appointed boards, officers, agents, and employees that is required of offeror(s) and shall incorporate identical indemnity provisions in all contracts between offeror(s) and his subcontractors.

In the event that offeror(s) and City are sued by a third party for damages caused or allegedly caused by negligent or other wrongful conduct of offeror(s), or by a dangerous condition of City's property created by offeror(s) or existing while the property was under the control of offeror(s), offeror(s) shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless that settlement includes a full release and dismissal of all claims by the third party against the City.

**INSURANCE.** Offeror(s) shall not commence work under this contract until he has obtained all insurance required under this section and the insurance has been approved by City as to form, amount, and carrier, nor shall offeror(s) allow any subcontractor to commence any work until all similar insurance required of the subcontractor has been obtained and approved.

Neither the failure of offeror(s) to supply specified insurance policies and coverage, nor the failure of City to approve same shall alter or invalidate the provisions of this contract.

**WORKERS' COMPENSATION INSURANCE.** Offeror(s) shall obtain and maintain during the life of this contract workers' compensation insurance and, if any work is sublet, offeror(s) shall require all subcontractors to obtain workers' compensation insurance.

All workers' compensation insurance policies shall provide that the insurance may not be canceled without thirty (30) days advance written notice of such cancellation to City.

Offeror(s) is aware of the provision of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workman's Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply, with such provisions before commencing the performance of the work of this contract.

**LIABILITY INSURANCE COVERAGE.** Offeror(s) shall obtain and maintain during the life of this contract the following insurance coverage:

Commercial General Liability, including coverage for premises-operations, products/completed operations hazard, blanket contractual, broad form property damage, and independent contractors, personal injury.  
Automobile liability, including owned, hired, and non-owned vehicles.

The above insurance coverages shall have limits of not less than one million dollars (\$1,000,000.00) combined single limit, per occurrence and aggregate.

**Endorsements to the policies providing the above insurance shall be obtained by offeror(s), adding the following three provisions:**

**Additional insureds: (For Commercial General Liability only)**

**“The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement.”**

**Notice:**

**“Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to City.”**

**Other Insurance:**

**“Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy.”**

All insurance carriers utilized by the offeror(s) or any subcontractor under this contract shall be approved by the California Department of Insurance to transact business in the State of California. The types of services provided under this contract may further require offeror's insurance carrier(s) to be admitted insurers in the State of California.

- 27. INDEPENDENT CONTRACTOR.** Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor

certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Costa Mesa. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of City of Costa Mesa.

- 28. INTERPRETATION OF CONTRACT DOCUMENTS.** If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the City of Costa Mesa a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to the City of Costa Mesa Purchasing Division Attn: Debbie Casper, C.P.M., CPPB, Purchasing Supervisor, by mail at PO Box 1200, Costa Mesa, California, 92626, by e-mail [dcasper@ci.costa-mesa.ca.us](mailto:dcasper@ci.costa-mesa.ca.us) or by facsimile to (714) 754-5040 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City of Costa Mesa considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City of Costa Mesa as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Contractor to ensure the City of Costa Mesa has their correct business name and address on file. Any prospective Contractor who obtained a set of contract documents from anyone other than the City of Costa Mesa is responsible for advising the City of Costa Mesa that they have a set of contract documents and wish to receive subsequent Addenda.
- 29. BUSINESS LICENSE.** The Offeror(s) shall have a valid City of Costa Mesa business license prior to providing service for the City of Costa Mesa.

### **SECTION III: SPECIAL TERMS AND CONDITIONS**

- 1. AMENDMENTS:** Amendments (addendums) may be obtained from the City of Costa Mesa website at: [www.ci.costa-mesa.ca.us](http://www.ci.costa-mesa.ca.us). It is the bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Any interested offerors without internet access may obtain a copy of this solicitation by calling (714) 754-5212, or a copy may be picked up during regular business hours in the Purchasing Division, 77 Fair Drive, Costa Mesa, California 92626. The City of Costa Mesa takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming submittal non-responsive.
- 2. KEY PERSONNEL:** It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
  - A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**3. INSURANCE:** The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
- B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable. Due to the nature of this contract, additional insurance is required.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workmen’s Compensation	Statute
Employer’s Liability	\$100,000
Comprehensive General Liability Insurance	\$1,000,000 Bodily Injury Combined Single Limit
Including:	
(1) Products & Completed Operations	\$100,000
Property Damage	
(2) Blanket Contractual	
Comprehensive Automobile Liability Insurance	\$1,000,000 Bodily Injury Combined Single Limit
Including:	\$100,000 Property Damage
(1) Non-Owned	
(2) Leased	
(3) Hired Vehicles	
Garage Liability	\$1,000,000
Garage Keeper’s Liability	\$100,000

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City of Costa Mesa’s Risk Management satisfaction.

**4. TERM AND RENEWAL:** The term of the contract shall commence upon award and shall remain in effect for a period of five (5) years, unless terminated, canceled or extended as otherwise provided herein. The contractor agrees that the City of Costa Mesa shall have

the right, at its sole option, to renew the contract for three (3) additional one-year periods. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the exception of price. The contractor shall agree that price stated in the original contract shall apply unless a percent of increase or decrease is quoted.

- 5. PRICE ADJUSTMENT:** The City Council established by resolution that the towing fees will be subject to automatic annual adjustments in proportion to the percentage change in the Consumer Price Index (CPI). This will be based on the change on all items, for All Urban Consumers in the Los Angeles-Anaheim-Riverside Area for the preceding year, whichever is greater, promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. In no event shall the annual adjustment to the towing fees exceed 5 percent (5%) in any adjustment period. The automatic adjustments shall commence on June 1, 2009, and shall continue every year thereafter on the same date. The tow service provider may request a rate increase over and above the CPI increase no more than once per year. Any such request must be made no later than December 1<sup>st</sup> of each year and each request shall specifically detail the basis of the fee request. No such fee request shall take effect until a new resolution establishes such rates have been approved by City Council. For additional information, please see the Municipal Code Ordinance 08-7, Section 9-293.

## **SECTION IV. GENERAL TERMS AND CONDITIONS**

**ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Except as noted hereunder, Successful Contractor(s) may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the City.

**ATTORNEY FEES.** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**AUTHORITY OF THE CITY.** Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, provided under this contract. The City shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

**CANCELLATION OF THE CONTRACT.** Without CAUSE, the City may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. With cause, the City may cancel this contract at any time with ten (10) days written notice to the Contractor. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Contractor may not cancel this contract without prior written consent of the Chief of Police.

**CHANGES IN WORK.** The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the

specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The Offeror shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

**COMPLIANCE OR DEVIATION TO SCOPE OF WORK/SPECIFICATIONS.** Offeror hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Offeror's response. Contractor may submit an attachment entitled "Exceptions to Specifications", which must be signed by Offeror's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive.

**CONTRACT INCORPORATION.** This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Contractor's successful submittal, supplemental agreements, change orders, and any and all written agreements which alter, amend or extend the contract. Contractor's signed Proposal and City's written acceptance shall constitute a binding contract.

**FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, and acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

**LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS.** The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, and the California State Department of Health Services.

**LAWS GOVERNING CONTRACT.** This contract shall be in accordance with the laws of the State of California. The parties stipulate that this contract was entered into in the County of Orange, in State of California. The parties further stipulate that the County of Orange, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

**PROOF OF INSURANCE.** The Successful Contractor must furnish the City with the Certificates of Insurance proving coverage of General Liability, Workers' Compensation and Automobile insurance. (See Indemnification and Insurance Requirement pages 8-10, 12, and Terms & Conditions page 16 item #15). If you have any questions regarding the insurance requirements for the City of Costa Mesa, please contact Jen Sommers in the Risk Management Office at (714) 754-5228.

**SEVERABILITY.** If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

**SPECIFICATIONS, CHANGES TO.** The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

**STANDARD TERMS AND CONDITIONS.** In addition to the terms and conditions of the RFP, the standard terms and conditions shall also apply to this contract. They are listed on the next page.

**CONDITIONS.** The following standard conditions are always applicable, and the following work order conditions are also applicable when this order provides for performance of any work.

#### STANDARD CONDITIONS

1. **Law:** This contract is governed by the laws of the State of California. The provisions of the Uniform Commercial Code shall apply except as otherwise set forth in this contract.
2. **Contract:** This order, when accepted by SELLER either in writing or by the shipment of any article or other commencement of performance hereunder, constitutes the entire contract between SELLER and the CITY, no exceptions, alternates, substitutes or revisions are valid or binding on the CITY unless authorized by the CITY in writing. The SELLER acknowledges that he has read and agrees to all terms and conditions of this contract/purchase order. The only terms and conditions that will be applicable to the interpretation of this contract are those issued by the City of Costa Mesa.
3. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California State sales or use tax. The City is exempt from Federal excise tax.
4. **Delivery:** Time of delivery is the essence of this contract. The CITY reserves the right to refuse any goods and to cancel all or any part of the goods not delivered by the due date and/or not conforming to applicable specifications, drawings, samples or descriptions. Acceptance of any part of the order shall not bind CITY to accept future shipments, nor deprive it the right to return goods already accepted, at SELLER'S expense. Overshipments and undershipments shall be only as agreed to by CITY.
5. **Risk of Loss:** Delivery shall not be deemed to be complete until goods have been actually received and accepted by CITY. Payment shall be made after satisfactory acceptance of shipments by the CITY.
6. **Warranty:** SELLER expressly warrants that the goods covered by this order are of merchantable quality, satisfactory and safe for consumer use, and are fit for the particular purpose as set forth in the CITY'S specification. Acceptance of this order shall constitute an agreement upon SELLER'S part to indemnify and hold harmless from liability, loss, damage and expense, including reasonable attorney fees, incurred or sustained by CITY, its officers, employees and agents, by reason of the failure of the goods to conform to such warranties, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Inspection by the City of Costa Mesa or its agents or employees and acceptance of the articles, materials and work covered by this contract shall not constitute release or waiver of the City of Costa Mesa's rights by reason of failure of Contractor to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative and, where in conflict, the specifications of the City of Costa Mesa shall be paramount.
7. **Infringement:** SELLER shall indemnify and defend CITY, at SELLER'S expense, against all claims, demands, suits, liability and expense on account of alleged infringement of any patent, copyright or trademark, resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any article or material furnished hereunder.
8. **Assignment:** Neither this order nor any claim against CITY arising directly or indirectly out of or in connection with this order shall be assignable by SELLER or by operation or law, nor shall SELLER subcontract any obligations hereunder, without CITY'S prior written consent.
9. **Default:** If SELLER or any subcontractor breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntarily or involuntarily) or makes assignment for the benefit or creditors, CITY shall have the right, in addition to any other rights it may have hereunder or by law, to terminate this order by giving SELLER written notice whereupon (a) CITY shall be relieved of all further obligation hereunder, except to pay the reasonable value of SELLER'S prior performance, but not more than the contracted price, and (b) CITY may procure the articles or services from other sources and may deduct from unpaid balance due the vendor or may collect against the bond or surety, or may invoice the vendor for excess cost so paid. The price paid by CITY shall be considered prevailing market price at the time such purchase is made.
10. **Labor Disputes:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, SELLER shall immediately give written notice thereof to CITY.
11. **Nondiscrimination:** In the performance of the terms of any contract resulting from this order, SELLER agrees that they will not engage nor permit such subcontractors, where applicable as he may employ, from engaging in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, disability or religion of such person.
12. **Termination:** The CITY reserves the right to terminate this contract without penalty and without cause after 30 days' written notice unless otherwise specified.

#### WORK ORDER CONDITIONS

13. **Performance:** SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials and supplies necessary therefor; shall obtain and maintain all building and other permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors. SELLER shall conduct all operations in SELLER'S own name and as independent contractor, and not in the name of, or as an agent for CITY.
14. **Indemnification:** The Contractor hereby agrees to defend at his own cost and to indemnify and hold harmless the City of Costa Mesa, its officers, agents and employees, from and against any and all liability, damages, costs, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of the contract (including but not limited to such liability, costs, damage, loss, claim, or expense arising from the death or injury to an agent or employee of the Contractor, subcontractor, or the City of Costa Mesa or loss of, damage to, or destruction of the property of Contractor, subcontractor, or of the City of Costa Mesa, or of any agent or employee of the Contractor, subcontractor, or of the City of Costa Mesa), except where such liability, damages, costs, losses, claims or expenses are caused solely by the negligent or wrongful acts of the City of Costa Mesa or any of its agents or employees other than negligent omission or commissions of the City of Costa Mesa, its agents or employees, in connection with the general supervision or direction of the work to be performed hereunder. The Contractor, in addition to the foregoing, specifically shall indemnify and save harmless the City of Costa Mesa, any and all of the City of Costa Mesa's officers, agents, and employees, from any liability by reason of California safe place statutes or similar provisions pertaining to the workplace or safety of materials or equipment supplied by the City of Costa Mesa or others at the direction of the City of Costa Mesa and used in the performance of the work hereunder.
15. **Insurance:** SELLER shall maintain in full force during the term of this contract the following insurances, in a form and with companies as approved by the CITY, with limits not less than those specified: (a) Worker's Compensation and Employer's Liability complying with any statutory requirements; (b) Commercial General Liability insurance including broad form property damage, products/completed operations and contractual liability coverage, with a \$1,000,000 combined single limit each occurrence; Endorsements to the Commercial General Liability insurance shall be obtained by contractor, adding the following three provisions; (1) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to the subject project and agreement." (2) Notice: "Said policy shall not terminate, nor shall it be cancelled nor the coverage reduced, until thirty (30) days after written notice is given to City." (3) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy." (c) Comprehensive Auto Liability (including the owned, nonowned and hired automobile hazards) with \$1,000,000 combined single limit each occurrence. If the CITY so desires, these limits may be increased or decreased.
16. **Bills and Liens:** SELLER shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. SELLER shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SELLER shall promptly procure its release and indemnify CITY against all damages and expense incident thereto.
17. **Bonds:** If the CITY so desires, SELLER shall provide payment and performance bonds as required.
18. **Changes:** SELLER shall make no change in the work or perform any additional work without the CITY'S specific written approval.

#### MISCELLANEOUS CONDITIONS

19. All plants and materials must be free of pests and disease. If any are found, the material will be rejected and refused. Vendor will pick up at no cost to the CITY.
20. Vendor is required to provide a completed MSDS (Material Safety Data Sheet) for hazardous substances as required by Labor Code Sections 6390; General Industrial Safety Order, Section 5194; and Title 8, California Admins. Code. MSDS sheet for each specified item shall be sent to place of shipment, and a copy sent to the Purchasing Division.

#### DEFINITION

Whenever used herein, "CITY" shall mean, City of Costa Mesa, a political subdivision of the State of California.

(5146-22)

## **SECTION V. PROPOSAL EVALUATION REQUIREMENTS**

### **I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- A. Method of Approach
- B. Qualifications & Experience
- C. Equipment & Facilities

### **II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:**

All offerors are expected to provide detailed answers to the following points. The answers provided will be relevant in the evaluation process of the proposal. The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

#### ***A. Method of Approach***

1. Describe, in detail, the firm's method of approach to the Scope of Work as defined in the Police Tow Policy Guidelines and Requirements. Address the manner in which the firm proposes to meet the specific requirements of the Scope of Work including, but not limited to, response time, business office and hours, 24-hour availability and reporting requirements.
2. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
3. Please provide information on whether any of the services in this towing contract will be subcontracted out to another party and if so, then describe the portion of work and who will be providing the service.
4. Describe in detail the firm's proposed procedures for the release of a vehicle under this contract.
5. Describe the firm's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:
  - a. Allowing the owner to cover the vehicle or take other protective measures.
  - b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
  - c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.
6. For vehicles in its care, state the firm's policies and procedures for:
  - a. Determining whether or not a vehicle was damaged.
  - b. Determining whether or not a vehicle was stolen.
  - c. Determining whether or not a vehicle was stolen from.
  - d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.

7. State the firm's policies and procedures for:
  - a. Determining whether or not private property was damaged in the course of the firm's duties.
  - b. Making restitution to the owner or restoring the property if so determined.
8. State the firm's policies and procedures for informing a vehicle owner:
  - a. A vehicle is in the firm's possession
  - b. The location of the vehicle
  - c. The condition of the vehicle
9. State the firm's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.
10. Describe the manner in which the firm will inform the City and the public of changes to policies and procedures. Include samples of any informational materials the firm would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.
11. State the methods of payment the firm will accept. Describe policies and procedures for payment.
12. Describe in detail the manner in which the firm intends to meet the reporting requirements of the Police Tow Policy Guidelines and Requirements. Include a detailed description of the firm's record keeping tools and methods. Describe any additional information the firm is capable of recording that may be of use to Costa Mesa Police Department.
13. Propose a method of receiving completed release forms electronically from Costa Mesa Police Department by the firm, if one is available.
14. Propose a method of delivering the monthly report of released vehicles to Costa Mesa Police Department electronically, if available.
15. Propose any informational or reporting enhancements the firm is capable of providing. Example: secure web-based access to the firm's inventory of vehicles towed and stored under this contract by Costa Mesa Police Department.

### ***B. Qualifications & Experience***

1. If the owner is a corporation, please provide: list name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.
2. If the owner is partnership or joint venture, please provide: the name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for business.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).

4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. List all business names that you operate as a towing service in the County of Orange.
7. List all businesses for which you or your business manager have filed for bankruptcy protection while operating under a towing service contract.
8. Provide a list of current and previous contracts similar to the requirements for Costa Mesa. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.
9. Submit a description of the firm's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.
10. Provide a detailed list of subcontractors proposed to be used, if any. For each, submit a description of the services the subcontractor will perform and specific qualifications and experience.
11. Provide copies of the firm's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:
  - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
  - b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
  - c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.
  - d. Letters of recommendation from customers and contracting agencies.
  - e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
  - f. A list of references that will attest to the firm's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.
12. The City of Costa Mesa is interested in knowing how offerors support the communities that they serve. Please provide information on your company's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your company, ect., for consideration in the RFP evaluation.

**C. Equipment & Facilities**

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.
2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.
3. Provide a detailed description of the firm's facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm's plan to acquire the necessary facility.
4. Provide a detailed description of facility security.

**III. ADDITIONAL CONSIDERATIONS IN THE RFP EVALUATION PROCESS**

**A. Shortlist:**

The City reserves the right to shortlist the offerors on any or all of the stated criteria. However, the City may determine that shortlisting is not necessary.

**B. Interviews:**

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

**C. Additional Investigations:**

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

**D. Prior Experience:**

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

## SECTION VI. GENERAL QUESTIONNAIRE/REQUIREMENTS FOR POLICE TOWING SERVICES

Please give detailed and specific answers for questions that require an explanation. Use additional sheets of paper if additional space is needed and include the corresponding question number next to your answer.

**Yes No      Tow Service Requirements**

- 1. Towing Services are available on a 24 hour/7 days a week basis?
  
- 2. Do you have a valid and current DMV Certified California Motor Carrier Permit? \*\*If yes, give ID # \_\_\_\_\_
  
- 3. Is business office located within a five (5) mile radius from the Costa Mesa Police Department? Please provide your business address and distance in miles from Costa Mesa Police Station.  
\_\_\_\_\_
  
- 4. Towing company is able to respond to normal towing requests within 15 minutes and within 45 minutes when a heavy duty (Class C) or super heavy duty (Class D) tow is required. \*\*If not, please explain. \_\_\_\_\_
  
- 5. Do you participate in the DMV Employer Pull Notice (EPN) Program? \*\* If yes, please provide explain. \_\_\_\_\_

**Yes No      Tow Yard Requirements**

- 6. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements (pages 5-7)?  
\*\*If no, please explain. \_\_\_\_\_  
\_\_\_\_\_
  
- 7. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week?  
\*\* If not, explain. \_\_\_\_\_
  
- 8. Do you have a secondary storage facility?  
\*\*If yes, give facility address(es) and distance in miles from business office and from Costa Mesa Police Facility.  
\_\_\_\_\_  
  
\*\*Where will you store vehicles towed or impounded from Costa Mesa under this contract? Please provide address:  
\_\_\_\_\_
  
- 9. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements (pages 6-7)?  
\*\*If no, please explain. \_\_\_\_\_

**Yes No**

10. Do you own one or have access to an agreement with another company for one (1) Class C and one (1) Class D tow truck?  
\*\*If yes, please provide specific information \_\_\_\_\_
- 

**Yes No Business Office**

11. Do you have a full-time manager that has a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? Please provide proof.
12. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?
13. Are business hours and fees pertaining to tow service, storage charges, and miscellaneous related charges posted for public view in an unobstructed area inside the office?
14. Does business provide a number to call for service when the office is closed? If yes, please provide an explanation of procedure.  
\_\_\_\_\_
15. Does your business have a reliable communication system in place that enables requests for service 24 hours a day/7 days a week? \*\*If yes, please explain what this system is.  
\_\_\_\_\_
16. Is the telephone number answered by a live voice that can respond to customers and attend to their requests after normal business hours including weekends and holidays? Provide details.  
\_\_\_\_\_
17. Does business have a procedure to train its employees on company policy, customer service, handling transactions related to towing, storage, and release of property and/or vehicles, customer service? \*\*If yes, please provide an explanation of procedure \_\_\_\_\_

**Yes No Tow Truck Drivers**

18. If you are the owner, do you have a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? \*\*Provide additional information for consideration. \_\_\_\_\_
19. Do you have a full-time driver that has a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? \*\*If yes, how many drivers do you have that have the minimum two (2) years verifiable for-hire towing experience in the County of Orange? \_\_\_\_\_
20. Do you have at least one (1) driver who has five (5) verifiable years for-hire salvage and recovery experience? \*\*If yes, how many drivers with five (5) verifiable years for-hire salvage and recovery experience do you have? \_\_\_\_\_

**Yes No**

- 21. Are Tow Truck Drivers at least twenty-one years with the proper licenses and medical certificates?
- 22. Provide a picture of employee in uniform.

**Yes No      Tow Truck Drivers Training**

- 23. Does business have a procedure to train its truck drivers in the proficient use of the tow truck and related equipment and in performing towing and recovery operations in a safe and expedient manner?  
\*\*If yes, explain procedure. \_\_\_\_\_  
\_\_\_\_\_

**Yes No      Tow Truck Classifications and Equipment**

- 24. Class A: Light Duty – Does business have a minimum of two (2) operational tow trucks with a manufacturer’s gross vehicle weight rating (GVWR) of 10,000 to 19,500 with wheel lift capability or car carrier? If yes, how many? Provide specific details.  
\_\_\_\_\_
- 25. Class A: 4WD – Does business have 4-wheel drive tow trucks with a manufacturer’s GVWR of *less than* 14,000 lbs? If yes, how many? \_\_\_\_\_
- 26. Class B: Medium Duty – Does business have a minimum of one (1) operational tow truck with a manufacturer’s GVWR of at least 26,001 lbs.? Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)
- 27. Does business have any Class B tow truck(s) not equipped with portable tow dollies? If yes, how many? \_\_\_\_\_ (Trucks not equipped with portable tow dollies are allowed to operate on a Class A rotation tow list if available 24 hours a day/7 days a week.)
- 28. Class C: Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a manufacturer’s GVWR of at least 48,000 lbs. that can respond within 45 minutes? Own vehicle \_\_\_\_\_ Has access to \_\_\_\_\_  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)
- 29. Class D: Super Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least 52,000 lbs. that can respond within 45 minutes? Own vehicle \_\_\_\_\_ Has access to \_\_\_\_\_  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)
- 30. Does business maintain and equip tow trucks with auxiliary equipment to be used when appropriate in order to properly and safely tow vehicles? Please provide details.  
\_\_\_\_\_

**Yes No**

31. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

**Yes No Financial Interest**

32. Do you own more than 50% of another tow business or are you the parent or subsidiary of another towing company? \*\*If yes, list other business(es), include city, state, and ownership capacity, e.g., owner, subsidiary, etc. \_\_\_\_\_

33. Are you directly involved with any other towing business? \*\*If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc. \_\_\_\_\_

34. Are you directly or indirectly associated with a company providing private security services? \*\*If yes, please identify and provide details. \_\_\_\_\_

35. Are you associated with any other towing service company that may participate in this RFP? \*\*If yes, please provide details. \_\_\_\_\_

**Yes No Records**

36. Are all original records of business transactions retained on-site? \*\*If no, explain where records are kept and give location name and address. \_\_\_\_\_

37. At a minimum, do business invoices include vehicle description, service begin and end time, type of service, location of service, itemized cost breakdown of service, driver's name, and type of tow truck used? \*\* Please attach a blank original invoice.

**CURRENT COSTA MESA TOW RATES:**

The following tow rates were adopted in May 2008.

**Towing –**

Basic Tow	\$134.00
Flatbed or Medium Duty Tow	\$147.00
Heavy Duty Tow	\$260.00
Motorcycle Tow	\$147.00

**Storage –**

Outside Storage Car	\$ 35.00 per day
Inside Storage Car	\$ 45.00 per day
Outside Storage Truck	\$ 45.00 per day
Inside Storage Truck	\$ 51.00 per day
Motorcycle Storage	\$ 22.00 per day

**Labor–**

Tow Dolly	\$ 45.00
R & R Linkage/Driveshaft	\$ 22.00
Rollover/Winching	\$ 51.00
Hourly Labor	\$134.00 per hour
After Hour Release (Before 8:00 a.m. and after 5:00 p.m.*)	\$ 45.00
Service Call - Minimum	\$ 60.00
On-Scene Release	½ of applicable tow rate

\*After hours release fee is charged on Weekends & Holidays.

**City Fee–**

Vehicle Impound Fee Public	*\$185.00
Vehicle Impound Fee Private	\$20.00

\*The City fee was \$170.00 increase effective 03/01/08

## **SECTION VII: PROPOSAL FORM FOR TOWING SERVICES RFP NO. 1118**

Approach: Offeror must include in this section its approach to providing the proposed towing services per the specifications in Section I and the Tow Policy Guidelines and Requirements in Attachment A. Awarded Offeror(s) is/are expected to provide information relating to the scope of work shown on pages 3.

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within the requirements of the Costa Mesa Police Department. Information which is essential to an understanding and evaluation of the proposal should be submitted.

Responding to Request for Proposals No. 1118, the undersigned Proposer agrees to provide police towing services in accordance with the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the services and will accept payment therefore in the charges shown below.

All proposals shall provide additional attachments to the proposal that address the following items:

Operators License. Include a copy of current Operators License, City Business License or permit as issued by the State of California, or appropriate city.

Costa Mesa Business License. Include a copy of your current Costa Mesa Business License if you have one. Offeror's that are awarded a contract will be required to obtain a Costa Mesa Business License prior to rendering services.

Tow Operator Permit. Include a copy of Costa Mesa Police Department issued permit or provide proof of application filing and payment of \$430.00 fees.

Insurance. Applicant must include proof of current General Liability Insurance or Commercial General Liability Insurance, acceptable to the City (see Indemnification & Insurance Requirements on page 8-10, 12, and 16)

Signatures. All information submitted by Proposer, including signatures, must be original. Copies will not be accepted.

Term of Offer. It is understood and agreed that this Proposal may not be withdrawn for a period of ninety (90) days from the Submittal Deadline, and at no time in case of successful Proposer.

**OFFER**

Proposer acknowledges by signing below that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**TO THE CITY OF COSTA MESA:**

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

SEE TOW POLICY  
GUIDELINES & REQUIREMENTS  
EXHIBIT C  
(ATTACHMENT A - IN RFP DOCUMENT)

## CITY OF COSTA MESA, CALIFORNIA

## COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8/08/89	1 OF 3

**BACKGROUND**

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a subgrantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This Policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

**PURPOSE**

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or subgrantee hereby certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possessing, or use of a controlled substance is prohibited in Contractor's and/or subgrantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will taken against the employees for violation of such prohibition;
  - B. Establishing a Drug-Free Awareness Program to inform employees about:
    1. The dangers of drug abuse in the workplace;

## CITY OF COSTA MESA, CALIFORNIA

## COUNCIL POLICY

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
<b>DRUG-FREE WORKPLACE</b>	<b>100-5</b>	<b>8/08/89</b>	<b>2 OF 3</b>

2. Contractor's and/or subgrantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by Subparagraph A.

D. Notifying the employee in the statement required by Subparagraph 1.A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such violation.

E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under Subparagraph 1.D.2 from an employee or otherwise receiving the actual notice of such conviction.

F. Taking one of the following actions within thirty (30) days of receiving notice under Subparagraph 1.D.2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency.

G. Making a good faith effort to maintain a drug-free workplace through implementation of Subparagraph 1.A through 1.F, inclusive.

2. Contractor and/or subgrantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

A. Contractor and/or subgrantee has made a false certification under Paragraph 1 above.

**CITY OF COSTA MESA, CALIFORNIA**

**COUNCIL POLICY**

<b>SUBJECT</b>	<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE</b>	<b>PAGE</b>
<b>DRUG-FREE WORKPLACE</b>	<b>100-5</b>	<b>8/08/89</b>	<b>3 OF 3</b>

B. Contractor and/or subgrantee has violated the certification by failing to carry out the requirements of Subparagraphs 1.A through 1.G above.

C. Such number of employees of Contractor and/or subgrantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the Contractor and/or subgrantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any Contractor and/or subgrantee be deemed to be in violation of this Policy pursuant to the provisions of 2.A, B and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, or local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a Contractor and/or subgrantee, the Contractor and/or subgrantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the Contractor and/or subgrantee, the Contractor and/or subgrantee shall be eligible for compensation as provided by law.

## PROFESSIONAL SERVICES AGREEMENT

### PROFESSIONAL SERVICES AGREEMENT FOR \_\_\_\_\_

\_\_\_\_\_

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Consultant”).

#### WITNESSETH:

- A. WHEREAS, City proposes to have Consultant perform the services described herein below; and
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and
- C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

#### 1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City’s Request for Proposal (“RFP”) attached hereto as Exhibit “A” and incorporated herein by reference (“RFP”) and Consultant’s Response to City’s RFP (the “Response”). A copy of said Response is attached hereto as Exhibit “B” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not

limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed \_\_\_\_\_ Dollars (\$\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit “D,” attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ (\_\_\_\_) year(s), ending on \_\_\_\_\_, 200\_\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City’s written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

### **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual

liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions (“E&O”) liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.4. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

## **6.0. GENERAL PROVISIONS**

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the

time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

IF TO CITY:

Fax:  
Tel:  
Attn:

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA 92626  
Fax: 714-754-  
Tel: 714-754-  
Attn:

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "E" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9 Indemnification and Hold Harmless: Consultant shall protect, defend, indemnify and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of Consultant, its employees, agents or subcontractors in the performance of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11 Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.12 Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant

informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.15. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

6.16. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority: 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 and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,  
A municipal corporation

\_\_\_\_\_  
Mayor of the City of Costa Mesa

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

---

Name and Title

---

Social Security or Taxpayer ID Number

ATTEST:

---

Deputy City Clerk and ex-officio Clerk  
of the City of Costa Mesa

APPROVED AS TO FORM:

---

City Attorney

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

---

Project Manager

Date: \_\_\_\_\_

**EXHIBIT B**  
**RESPONSE AND SCOPE OF SERVICES**



MetroPro Road Services, Inc.

2550 S. Garnsey Street  
Santa Ana, California 92707

(714) 556-7600  
Fax (714) 556-0464

November 18, 2008

Honorable Mayor and City Council  
City of Costa Mesa  
77 Fair Drive, 1<sup>st</sup> Floor Room 100  
Costa Mesa, CA 92626

RE: Request for Proposal for Police Towing Services #1118  
MetroPro Road Services

Dear Honorable Mayor and City Council:

Harbor Towing, Inc., doing business as MetroPro Road Services ("Offeror"), respectively submits the attached response to the City of Costa Mesa's Tow Request for Proposal for Police Towing Services #1118 ("RFP").

Enclosed for review and consideration by the City of Costa Mesa is one (1) original and five (5) copies of MetroPro's response to the RFP. Further, Offeror confirms receipt and acceptance of Amendment #1-RFP1118.

Included within this proposal package and under a separate cover page is MetroPro's completed Costa Mesa Tow Operator Application, a check for the application fees of \$430.00 and all required supporting documentation.

By the execution of this letter of transmittal, Offeror hereby certifies the following:

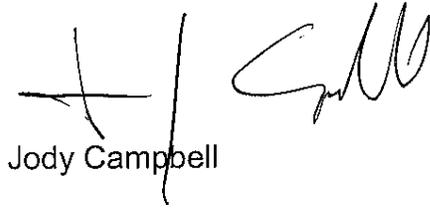
- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor, meal or service to a public servant in connection with the submitted offer.
- The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to legally bind the Offeror to the Contract.
- The Offeror acknowledges that he has read and understands the City of Costa Mesa's Council Policy #100-5 for a "Drug-Free Workplace" (Attachment B) and hereby agrees to comply with required policy.

The Offeror's execution of this correspondence shall constitute an irrevocable offer to provide services specified in the RFP and the offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

I hereby represent that MetroPro is in good standing with the State of California and has all necessary licenses, permits, certifications, approvals, and authorizations necessary in order to perform all its obligations in connection with this RFP. MetroPro accepts and agrees to comply with all conditions and requirements contained in this RFP.

MetroPro Road Services looks forward to the opportunity to continue its longstanding tradition of service to the City of Costa Mesa and the Costa Mesa Police Department.

Sincerely,  
METROPRO ROAD SERVICES



Jody Campbell



# CITY OF COSTA MESA

77 FAIR DRIVE, P.O. BOX 1200, COSTA MESA, CA 92628-1200

FINANCE DEPARTMENT  
PURCHASING

Date: 11/05/08

Addendum #1 – RFP 1118

## Request for Proposals for Police Towing Services

The following changes and updates are to be included into the request for proposals for RFP 1118 as a result of the pre-proposal meeting of November 5, 2008. As a reminder, proposals are due on November 18, 2008 at 3:00 p.m. in the City Clerk's Office. Only pages 17 through 27 and supporting documents need be submitted. Applications for Towing Operator Permits were handed out at the pre-proposal meeting. **The application for the Towing Operators Permit is to be submitted with the request for proposal. The application and instructions are attached to this addendum.**

**Page 4 – #2. PRE-PROPOSAL CONFERENCE;** (change from five days to ten days to agree with #3 on page 4)

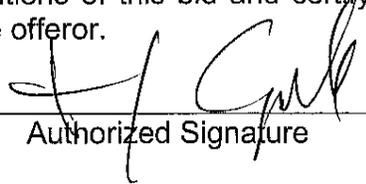
Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least **ten days** prior to the Request for Proposal due date to the Purchasing Supervisor.

**Page 8 – #24. DISQUALIFICATION OF OFFEROR(S);** (Provide Non-Collusion Affidavit)

Contractors shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

### Non-Collusion Affidavit

I certify that this proposal is made without prior understanding, arrangement, agreement, or connection with any corporation, firm, or person, submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the offeror.

  
Authorized Signature

**Page 17 – II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: A.**  
**Method of Approach** (clarification)

6. The purpose of this question is for the offeror to provide information on their company's security and inventory procedures for towed vehicles while in its care.

**Page 21 – VI. GENERAL QUESTIONNAIRE/REQUIREMENTS FOR POLICE**  
**TOWING SERVICES** **Tow Services Requirements 5.** (changes to the question)  
After further discussion with City staff, it was determined that the question should be changed to reflect an explanation if the answer is no instead of yes.

5. Do you participate in the DMV Employer Pull Notice (EPN) Program? \*\* If **no**, please provide **explanation**.
- 

**Page 23 – VI. GENERAL QUESTIONNAIRE/REQUIREMENTS FOR POLICE**  
**TOWING SERVICES**

**Tow Truck Drivers 21** (clarification)

21. Are Tow Truck Drivers at least twenty-one years **of age** with the proper licenses and medical certificates?

**Tow Truck Classification and Equipment 26, 28, and 29** (changes to the question)

After further comparing the Police Tow Policy Guidelines and Requirements to the questions, the following changes were made to reflect the correct weights.

26. Class B: Medium Duty – Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least **19,501** lbs.? Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)
28. Class C: Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least **33,000** lbs. that can respond within 45 minutes? Own vehicle \_\_\_\_\_ Has access to \_\_\_\_\_  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)
29. Class D: Super Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least **50,000** lbs. that can respond within 45 minutes? Own vehicle \_\_\_\_\_ Has access to \_\_\_\_\_  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?)



**OFFER**

Proposer acknowledges by signing below that Proposer has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda.

**TO THE CITY OF COSTA MESA:**

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Harbor Towing, Inc. dba  
MetroPro Road Services

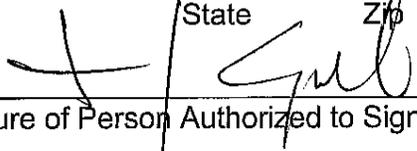
Company Name

957 W. 17th Street

Address

Costa Mesa CA 92627

City State Zip



Signature of Person Authorized to Sign

Jody Campbell

Printed Name

Vice President

Title

Name: Jody Campbell

Title: Vice President

Phone: 714.556.7600

Fax: 714.556.4100

E-mail: jcampbell@metro-pro.com

# MetroPro Proposal

## A. Method of Approach

1. Describe, in detail, the firm's method of approach to the Scope of Work as defined in the Police Tow Policy Guidelines and Requirements. Address the manner in which the firm proposes to meet the specific requirements of the Scope of Work including, but not limited to, response time, business office and hours, 24-hour availability and reporting requirements.

MetroPro Road Services ("MetroPro") has served as an official police tow provider for the City of Costa Mesa ("City") since 1975 and is distinctly aware of the responsibilities and requirements necessary to provide Police Towing and Storage services for the City in accordance with the Police Tow Policy Guidelines and Requirements ("Tow Guidelines").

### Scope of Work

MetroPro understands that the City requires their tow provider to respond immediately and promptly to provide towing services for vehicles to be taken into custody, when such service is called for by the Costa Mesa Police Department ("CMPD"). Further, the towing services to be performed will include, but are not limited to, towing services for vehicles involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in public places or on private property, and for any other reason within the jurisdiction of the CMPD. MetroPro understands that such services need to be provided 24 hours a day, 7 days a week ("24/7") and performed in a prompt, efficient, and orderly manner.

### Approach to Scope of Work

MetroPro's approach to meeting the requirements of the Scope of Work fall into the following business operating categories:

- **Management.** MetroPro's management structure will provide direction, education/training, supervision and organization to accomplish the Scope of Work.

- **Personnel.** MetroPro will insure that the appropriate personnel are hired, educated and trained on meeting the requirements of the Scope of Work.
- **Operations.** MetroPro will insure that its equipment, facilities and operating systems are properly implemented to serve the Scope of Work.

The City's tow operator is often perceived as a representative or agent of the City during its performance of police-directed towing and storage services. MetroPro will present the utmost in professionalism in its performance of the Scope of Work for the City.

### ***Management***

MetroPro's management team is exceptionally qualified to provide professional police towing and storage services. MetroPro's management philosophy is to provide specific education to managers, drivers, dispatchers and customer service personnel to the unique requirements and specifications of the Tow Guidelines. Specific to the City's needs, MetroPro's management objectives will be accomplished through the following guidelines:

- MetroPro's Executive Officers, Brad Humphreys and Jody Campbell, will be available at all times for the CMPD and will be responsible for MetroPro's contract administration and compliance. Both Officers have over 17 years experience as owners and operators of police tow companies.
- MetroPro's General Manager Jean Noutary and on-site Manager Jeff Keeney provide 24/7 supervision of all operations. Ms. Noutary and Mr. Keeney have 23 and 7 years, respectively, in managing towing operations and personnel.
- Managers will supervise the education of all employees regarding the City's Scope of Work, related services and fees, release procedures, customer service, and relevant Tow Guideline requirements.
- Managers will conduct monthly manager, driver and dispatch/customer service meetings specific to CMPD service.
- Managers will conduct a daily review of CMPD service reports concerning releases, vehicle inventory, response times and customer service follow-ups.

## ***Personnel***

MetroPro realizes the most important aspect of our service is the quality and competency of our personnel. MetroPro is committed to a philosophy of hiring the most qualified people, providing thorough, consistent, continued training and creating a workplace environment to support and encourage long-term employees.

Unique to the towing industry, MetroPro provides all full time employees with a benefit package including paid vacation time, company paid health and dental insurance, a 401(k) retirement service plan, and performance driven bonus programs. We have found the benefit package to provide strong employee morale, which has lead to low employee turnover compared to industry standards. The retention of good, experienced tow industry personnel for an extended period of time allows for a consistent, uninterrupted, high level of service to the CMPD. Employee responsiveness to our company's policies and procedures can be attributed to their solid employment opportunity. MetroPro is proud to report that our average length of employment is 15 years for managers, 7 years for drivers, and 8 years for dispatch/customer service personnel.

## **Screening**

In order to perform our due diligence, MetroPro extensively screens each employee prior to hiring. All employees are subject to a variety of job specific exams, tests, background checks and registrations. MetroPro has a comprehensive written anti-drug program in compliance with the Tow Guidelines and all Federal Regulations. Our Anti-Drug Program and certification is attached as Exhibit 2. All employees are subject to drug tests throughout their tenure with the company. The New Hire Checklist (Exhibit 3) lists the various steps a prospective employee must accomplish prior to being hired.

Prior to being hired by MetroPro, all applicants must meet the following minimum criteria:

- A minimum of 23 years old
- Able to speak and write English fluently and clearly
- Pleasant demeanor
- Possess a valid California Drivers License
- No DUI convictions within the past seven years
- Neat, clean and well groomed in appearance
- No visible tattoos
- Pre-employment drug screen and physical
- No more than two points on their driving record. No convictions of any crimes listed in 290 PC.

- Convictions for any other crimes, depending on type and history of offense may be grounds for denial of application.

### ***Departmental Training***

Once hired, MetroPro's employees are trained in department-specific programs and are administered the company's Employee Handbook. MetroPro's Employee Handbook is a 35-page document that provides our employees with a resource detailing MetroPro's policies and procedures. Exhibit 4 provides the MetroPro Employee Handbook's Table of Contents to illustrate the depth of this manual.

### **Tow Truck Drivers**

All tow truck drivers complete graduated levels of training during the initial stages of employment, in addition to continuing education training required at periodic intervals throughout their career. Upon hire, each driver completes MetroPro's Orientation Training in accordance with MetroPro's Driver Training Checklist (Exhibit 5). The Driver Training Checklist is a guide for the trainer as instruction is provided to the trainee including safe and prompt methods to tow/recover/service a vehicle, CMPD Tow Guidelines, appropriate interaction with law enforcement and the public, radio communications, properly completing documentation, and understanding company policies. Training is performed by an experienced tow truck operator and supervised by a training manager. The trainee is required to read MetroPro's Employee Handbook and the CTTA Training Manual as part of this orientation. A new driver rides-a-long with a trainer for 1-2 weeks (based on prior experience and demonstrated ability), and must successfully complete the Orientation Training before going out on their own. New drivers are dispatched to challenging recovery scenes and difficult tows to further observe and support an experienced driver performing the service. In addition to hands-on training, each trainee is required to watch safety videos including *Roadside Safety: Everyone Goes Home* produced by the Towing and Recovery Association of America (TRAA) and *Century on Safety* produced by Century Wreckers, the manufacturer of MetroPro's wrecker equipment. The Century video demonstrates the manufacturer's instructions for safe towing/recovery procedures and wrecker operation specific to the wrecker bodies in our fleet.

All MetroPro drivers are required to successfully complete the California Tow Truck Association (CTTA) Light Duty Driver Education Program. The program provides classroom and hands-on operator training from highly experienced CTTA training staff, and places an emphasis on safety to supply the knowledge needed to make intelligent decisions in the field. The CTTA program is the most comprehensive training available in our industry. MetroPro has an arrangement with CTTA training staff to host the multi-day certification classes at our facility for the convenience of our drivers. After completion of the initial Level 1 program,

MetroPro drivers are required to complete periodic Level 2 recertification courses for continuing education. All MetroPro Heavy Duty operators are required to successfully complete the CTTA Heavy Duty Driver Education Program and continuing certification classes.

Our affiliation with the Automobile Club of Southern California (ACSC) provides additional opportunities for driver training. All MetroPro drivers are required to be certified through the ACSC Light Duty Operating Procedures Training Program. The ACSC program is also safety based and has a similar curriculum to the CTTA program, which acts to reinforce safe towing and recovery techniques from another teaching viewpoint. Both the CTTA and the ACSC programs are approved individually by the CHP for their driver training requirements; however, MetroPro takes our company policy a step further by requiring our drivers to complete both programs.

MetroPro takes advantage of other equally important ACSC training programs for our drivers. Each driver is required to attend customer service training and successfully complete the Highway Heroes Have H.E.A.R.T training program. The ACSC developed this Service Driver Attribute Program to provide tow operators with the skills needed to provide the very best possible service to their customers. H.E.A.R.T stands for Hear (the customer out), Empathize, Acknowledge, Respond, Thank. The program focuses on attributes of courtesy, sympathy, and understanding; mastering the technical side of the job; appearance of the operator; and, appearance of the truck. We feel the program teaches our drivers the tools necessary to create a positive experience for the customer, which in turn, allows customers to form a positive and lasting impression of our company and the CMPD. MetroPro consistently receives some of the highest Customer Survey scores in Southern California for the ACSC, and looks forward to the opportunity to demonstrate this same positive customer feedback through CMPD's new customer survey program noted in the Tow Guidelines.

Our drivers also attend the ACSC Lockout Service Training Program for technical training on lockout procedures. Each driver is provided with an annual Lockout Service Manual which provides updated lockout procedures for all makes/models through the current model year. Our drivers have gained extensive lockout experience through ACSC service and training and are well prepared to exceed the lockout proficiency requirements of the CMPD Tow Guidelines. In addition, all drivers also attend the ACSC orientation training, which offers training in safe/defensive driving, highway safety, customer safety, radio procedures, vehicle code, sexual harassment training, providing service to physically

challenged customers, general customer service training, and many other training points, all with the goal of total customer satisfaction in mind.

Customer Service Personnel (dispatch, records, and release personnel).

All Customer Service personnel attend a comprehensive customer service training program called Creating Amazing Relationships Everyday, or C.A.R.E available through our affiliation with the ACSC. The goal of this program is to achieve Total Customer Satisfaction by helping our employees develop and fine-tune skills and techniques to meet the challenge of making a human connection with every customer. Our employees are taught various customer service skills tailored to the towing industry, including being solution oriented, courtesy/sympathy/understanding, voice tone and greeting, mirroring, rapport building, telephone etiquette, handling difficult situations, listening versus hearing, and many other skills to achieve Total Customer Satisfaction.

Management maintains monthly dispatch and customer service meetings. Furthermore, all dispatch and customer service personnel receive a MetroPro Dispatch Handbook. This 50-page reference manual provides current information concerning dispatch and customer service, including CMPD specific requirements.

Information detailing MetroPro's various training programs is found in Exhibit 5.

## ***Operations***

### ***Technology***

MetroPro's Computer Automated Towing Software (CATS) system is custom designed to MetroPro's specifications in order to fully automate the towing and storage management process from the initial call request through the final disposition of the vehicle. The CATS software provides a centralized database to integrate all major towing functions including dispatch, towing management, vehicle lot inventory, invoicing, record keeping, reporting, and lien sales.

MetroPro's CATS software records the following data on each call/vehicle:

- Automatic date and time stamp tow request was received, assigned, arrived, in tow , and cleared
- Location from which vehicle was towed and the name/number of the driver(s) and truck(s) making the tow

- Vehicle identification number, license plate number and state, year, make, model and color
- Reason for the tow (CVC storage authority)
- CMPD case number
- Date and time of vehicle release and the employee performing release
- Name, address, telephone number, and identification of customer to whom vehicle was released
- Itemized listing of all charges or fees assessed as well as the total fee paid and method of payment
- Other pertinent information such as vehicle condition, odometer reading, whether the vehicle has keys, storage lot, hold information, registered owner of record name and address, lien status, dispatcher, call notes

The CATS system has extensive reporting capabilities to comply with the Records and Reporting requirements within the Tow Guidelines. Further, MetroPro will customize our reporting to include additional call information requested by the City, if desired.

The entire CATS database system is automatically backed-up on a daily basis to a series of external hard drives, which are then stored in a fire proof safe. In the event of a power failure of any length, the computer systems, telephone systems, radio systems and critical lighting systems are supported by an uninterrupted power supply for an extended period of time before switching to generator power for as long as necessary. MetroPro personnel are trained to immediately implement our backup power plan in the event of a power failure.

#### ***CMPD Service Request Execution***

CMPD service requests are received by MetroPro's 24/7 in-house dispatchers via telephone lines dedicated exclusively to CMPD dispatch. The call is entered directly into the CATS tow request screen and dispatched to the truck/driver in position to provide the best possible response time to CMPD. Drivers are dispatched via two-way radio in addition to receiving an alphanumeric page automatically generated by the CATS system. The alphanumeric page acts to reinforce the verbal radio transmission and ensures the driver has written reference and confirmation regarding the exact location of the call and any other relevant information. The CATS Dispatch screen displays the status of all CMPD calls in progress, with automatic time stamp recording on each status update.

MetroPro's operating model is designed to consistently achieve response times well below the maximum requirement of 15 minutes set for the in the Tow Guidelines. MetroPro's trucks/drivers are staged at strategic locations throughout the City to provide rapid response to the entire geographic area. In addition, as a police tow contractor for all cities bordering Costa Mesa (Newport Beach, Huntington Beach, Irvine, and Santa Ana), MetroPro dispatchers have the benefit of extra resources staged on the edges of the City limits, if needed.

Dispatchers also have the benefit of MetroPro's GPS vehicle tracking and mapping software. This web based system is displayed at all times on dedicated screens and provides an excellent visual aid for constantly monitoring that resources are appropriately positioned at all times. As trucks/drivers are dispatched to CMPD calls, dispatchers are trained to concurrently re-distribute or add resources to accommodate subsequent CMPD requests before they occur. We call this technique "backfilling" and "moving without the ball" and feel this proactive approach allows for the most expedient service to CMPD. For 2008 to date, we are proud to report that our average response to CMPD calls is 7 minutes, less than half of the maximum response time requirement allowed for in the Tow Guidelines.

After completing all service as directed by the CMPD officer(s) on scene, the vehicle is taken directly to MetroPro's secure storage facility, where the driver immediately completes the MetroPro Storage Report (Exhibit 6). The MetroPro Storage Report supplements the CMPD 180 and becomes the master working document to complete the vehicle record input to the CATS system. Detailed information is verified and recorded on the Storage Report including:

- Location from which vehicle was towed and the name/number of the driver(s) and truck(s) making the tow
- Vehicle identification number, license plate number and state, year, make, model and color
- Reason for the tow (CVC storage authority)
- CMPD case number
- Storage category (impound, stored, owner request)
- CMPD hold information
- Detailed vehicle condition
- Personal property inventory
- Specific services provided and corresponding charges

Management physically verifies all personal property inventoried, the condition of the vehicle, and interviews the driver to reconcile the services provided and

audits all charges. MetroPro's policy is to have the vehicle record completed in the CATS system within 30 minutes of storage, which allows all pertinent information on the vehicle to be quickly and readily available to the vehicle owner to begin the release process detailed in section 4.

### ***Equipment***

MetroPro maintains a fleet of 31 tow trucks providing state-of-the-art towing equipment to accommodate the needs of law enforcement for light, medium, and heavy duty towing and recovery, specialized equipment for motorcycles, forklifts, recreational vehicles and classic/luxury automobiles. (see Attachment 8 for a detailed equipment list).

MetroPro employs two full-time, in-house mechanics at its fleet maintenance facility to ensure the proper mechanical and safety maintenance of its fleet, in addition to compliance with all California Vehicle Code sections and regulatory laws governing the operation of tow trucks. Drivers complete daily inspections using a checklist that mirrors the CHP 234B Tow Truck Inspection Guide to verify all equipment is clean and in sound working condition, supplies are replenished, and the unit is ready for CMPD service.

Each truck is inspected annually by California Highway Patrol commercial enforcement officers, consisting of a Level One inspection and a tow truck specific inspection. All trucks have current CHP/CVSA decals, which evidence the successful completion of this comprehensive inspection, and compliance with the inspection requirements of the Tow Guidelines.

The depth of our equipment resources is a distinct advantage to MetroPro's overall service, and uniquely qualifies our company for special events such as check points, parades, and emergency/calamity response to provide additional support to CMPD.

MetroPro will remain in compliance with all Tow Equipment requirements and standards set forth in the Tow Guidelines throughout the term of the Agreement.

### ***Facilities***

#### **Primary Storage Facility and Business Office**

MetroPro's primary storage facility and business office is located at 957 West 17<sup>th</sup> Street in Costa Mesa, approximately 2.75 radius miles from the CMPD. This highly secure police impound facility consists of 67,788 square feet of property contained on two separate parcels conveniently located directly across the street from one another. Combined, the properties provide for over 60,000 square feet of outside vehicle storage area, 1,746 square feet of office space, and 5,090

square feet of inside/evidentiary storage area. All property is permitted in compliance with all requirements of the zoning and building codes of the City to operate as a 24/7 vehicle impound yard under Conditional Use Permits No. ZA-98-02 and C-49-68.

This Facility exceeds all Tow Yard Requirements as specified in the Tow Guidelines.

### Secondary Facility

MetroPro owns and operates one of the most state-of-the-art police towing and storage facilities in Southern California, conveniently located only 3.75 radius miles from CMPD at 2550 S. Garnsey Street in Santa Ana. This facility will serve as a secondary impound yard and only be utilized for overflow storage or in the event of any special needs by the CMPD. This property serves as MetroPro's headquarter location and encompasses over 143,000 square feet of land with a 28,000 square foot building. The building provides 3,200 square feet of office space and houses all of MetroPro's centralized functions including general management, dispatch and customer service operations, administration, records, bookkeeping, fleet maintenance, and lien sales.

In addition to exceeding the minimum facility specifications defined in the Tow Guidelines, MetroPro is uniquely qualified to offer a total storage capacity for approximately 765 vehicles outside and 93 vehicles in evidentiary storage, all within 3.75 radius miles from CMPD. These facilities are further defined in Section C Equipment & Facilities, page 31.

**2. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.**

- Brad Humphreys, President, responsibilities includes operations, financial oversight and technology.
- Jody Campbell, Vice President, responsibilities includes contract compliance, marketing, police and civic liaison.
- Jean Noutary, General Manager, supervisor of operations

Each individual is available on a 24/7 basis and may be contacted via MetroPro's dispatch center at 714.556.7600.

**3. Please provide information on whether any of the services in this towing contract will be subcontracted out to another party and if so, then describe the portion of work and who will be providing the service.**

MetroPro's Heavy Duty equipment is classified as Class C under the current Tow Guidelines. Our Heavy Duty equipment meets all specifications for a Class D rating with the exception of cable length (200 feet versus the 250 feet required for Class D. In the event that CMPD requires the service of Class D cabling, or when MetroPro's Heavy Duty equipment is unavailable or temporarily out of service, MetroPro intends to subcontract this service to G&W Towing. G&W Towing has served as an official police tow service for the City since 1981.

**4. Describe in detail the firm's proposed procedures for the release of a vehicle under this contract.**

The vehicle release process is the single most important segment of MetroPro's customer service. Release personnel are trained and counseled to respect the confusing and inconvenient circumstances that often arise when an individual has had their vehicle towed and stored, especially when this process has in fact taken place without their consent, as in the case of impounded or stored vehicles. The culture of our company is to approach this delicate business relationship as an opportunity to earn and exceed the customer's expectations. We feel that our longstanding track record of customer service during the release process differentiates our service to CMPD from other tow companies.

All vehicle releases are handled by trained customer service personnel. Each MetroPro employee that assists in the release of vehicles is instructed to understand the legal requirements, CMPD specific requirements, necessary documentation and trained in responsive and respectful customer service skills. MetroPro's goal is to provide a simple, concise and timely release process for the customer. Whether contacted via telephone or in person, customer service personnel are able to access the vehicle record in the CATS system from any location 24/7. We're able to search the vehicle database using many different parameters and promptly locate the CATS vehicle record so that appropriate release information can be communicated to the customer.

All vehicle releases will be released to the vehicle owner well within the maximum time limit requirements in the Tow Guidelines.

Procedures for vehicles released under the CMPD contract fall into three main categories: impounded, stored, and owner's request:

Impounded vehicles are stored under the CMPD's storage authority with an accompanying CMPD 180. Impounded vehicles (including stolen/recovered) require the customer to first visit the CMPD and obtain a CMPD Vehicle Release Form in order to retrieve the vehicle. The certified Vehicle Release Form must be presented by the customer in order for MetroPro to release the vehicle and provides specific instructions to whom the vehicle shall be released and the documents to be shown. Valid identification and payment of towing and storage fees are also required.

Stored vehicles are also stored under the CMPD's storage authority with an accompanying CMPD 180; however vehicles classified as stored do not require a CMPD Release Form in order to retrieve. Stored vehicles only require parties to provide valid identification that matches the vehicle's current ownership documents, along with payment of the towing and storage fees.

Owner's request vehicles are most often involved in traffic collisions and not stored under a CMPD 180. The vehicle is stored at the owner's request while the owner facilitates the repair or disposition of their damaged vehicle. Owner's request vehicle releases require valid identification that matches the vehicle's current ownership documents. MetroPro allows this to be accommodated via facsimile for the owner's convenience as a third party business such as a collision repair or insurance salvage pool customarily retrieves the vehicle. Business checks are accepted for payment from known businesses and CTTA member tow companies.

Upon deliverance of required documentation and payment of fees, operable vehicles are brought to the owner at the release area. MetroPro personnel will assist owner's agents (tow trucks) with any inoperable vehicles. It is MetroPro's policy to immediately address any questions concerning vehicle condition. As such, prior to leaving the premises, the vehicle owner is provided with the MetroPro Storage Report to confirm acceptance of the vehicle condition and all inventoried personal property. Prior to exiting, the owner confirms their acceptance and executes receipt of the vehicle.

5. Describe the firm's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:

- a. Allowing the owner to cover the vehicle or take other protective measures.
- b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
- c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.

Unless held for evidence, all vehicles are available to be accessed by the vehicle owner or their authorized agent 24/7 upon verification of proper identification. MetroPro accommodates vehicle owners and their authorized agents in accessing their vehicles; while at all times, maintaining appropriate security for the vehicle, its contents and the integrity of other vehicles at the impound facility. The owner is escorted directly to their vehicle by a MetroPro employee and observed until they are finished. The owner is required to sign the MetroPro Storage Report to document their access and receipt of any property removed.

- a. Upon verification of proper identification, vehicle owners are permitted to cover or take other protective measures for their vehicle, unless held for evidence. The owner is required to sign the MetroPro Storage Report to document their access and receipt of any property removed.
- b. Upon verification of proper identification, vehicle owners are permitted to remove personal property or other unattached articles from the interior of the vehicle, unless held for evidence. The owner is required to sign the MetroPro Storage Report to document their access and receipt of any property removed.
- c. Upon verification of proper identification, vehicle owners may provide written authorization to permit an agent to photograph or take notes about the condition of the vehicle, unless held for evidence. The authorized agent is required to sign the MetroPro Storage Report to document their access. Without written authorization from the vehicle owner (or verbal from CMPD), no third party is allowed to access the vehicle for any purpose.

**6. For vehicles in its care, state the firm's policies and procedures for:**

- a. Determining whether or not a vehicle was damaged.**
- b. Determining whether or not a vehicle was stolen.**
- c. Determining whether or not a vehicle was stolen from.**
- d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.**

**The purpose of this question is for the Offeror to provide information on their company's security and inventory procedures for towed vehicles while in their care (Addendum #1).**

After completing all service as directed by the CMPD officer(s) on scene, the vehicle is taken directly to MetroPro's secure storage facility, where the driver immediately completes the MetroPro Storage Report. The MetroPro Storage Report supplements the CMPD 180 and becomes the master working document to complete the vehicle record input to the CATS system. The stored vehicle is physically inspected and detailed information is verified and recorded on the Storage Report including:

- Detailed vehicle condition
- Personal property inventory

Management physically verifies all personal property inventoried, the condition of the vehicle, and interviews the driver to reconcile the services provided and audits all charges. All information from the Storage Report is immediately entered into the CATS system. MetroPro personnel confirm storage authority, CMPD storage type i.e. stored, impound, evidentiary hold, owner's request from an accident or private property impound (PPI), and contact CMPD Records if any clarification is needed. Vehicles stored pursuant to PPI will be reported to CMPD per CVC 22658 and the Costa Mesa Municipal Code.

MetroPro's policy is to have the vehicle record completed in the CATS system within 30 minutes of storage, which allows all pertinent information on the vehicle to be quickly and readily available to the vehicle owner to begin the release process detailed in section 4.

Upon vehicle release, it is MetroPro's policy to immediately address any questions concerning vehicle condition and/or missing property claims. As such,

prior to leaving the premises, MetroPro personnel and the vehicle owner mutually inspect the vehicle against the MetroPro Storage Report to confirm the vehicle condition and all inventoried personal property. The owner confirms their acceptance and executes receipt of the vehicle. If any property is determined to be missing or damage is not consistent with the Storage Report, restitution is made immediately. If a claim is contested by either party, the claim will be thoroughly investigated and resolved through MetroPro's complaint resolution process.

On-site surveillance cameras record the tow truck and towed vehicle entering the impound facility. Entry date, time, tow truck, driver and condition of vehicle is recorded on a digital video recorder.

Vehicles would be immediately identified as stolen from the impound facility by:

- Manager's daily yard inspection.
- Manager's daily review the digital video recording of the facility for the previous non-business hours.
- MetroPro's 24/7 dispatch center monitors real-time digital surveillance cameras for activity inconsistent with current working service requests.

**7. State the firm's policies and procedures for:**

- a. Determining whether or not private property was damaged in the course of the firm's duties.**
- b. Making restitution to the owner or restoring the property if so determined.**

- a. Any private property damaged the acts of MetroPro employees will be the responsibility of MetroPro to restore it to its condition prior to damage. Any contested claims of damage will be thoroughly investigated through MetroPro's compliant resolution process.
- b. As previously stated herein, the MetroPro claims resolution process provides for immediate remediation and restitution in cases of damage caused by MetroPro employees or equipment.

**8. State the firm's policies and procedures for informing a vehicle owner:**

- a. A vehicle is in the firm's possession**
- b. The location of the vehicle**
- c. The condition of the vehicle**

A vehicle's registered owner, legal owner and any interested parties will receive notification via USPS Certificate of Mailing from MetroPro concerning the storage of their vehicle in conformance with California Civil Code Section 3071 and 3072. Our CATS software is electronically linked to the DMV title search service, which allows us to promptly mail the Notice on the 4<sup>th</sup> day of storage, far sooner than the Civil Code allowance of 15 days. The Notice provides all owners of record with our business name, the location and telephone number of the storage facility, along with the towing and storage charges. Any information concerning the condition of the vehicle will be available to vehicle's owner and their authorized agents via telephone inquiry or upon physical inspection.

MetroPro has processed all lien sale notifications and documentation in-house for over 25 years and has extensive knowledge on all laws that govern this process. We are permitted and bonded as a DMV Commercial Requester to perform title searches on stored vehicles electronically, while receiving DMV notification of any law changes to incorporate into our process. MetroPro's process is in compliance with the Charges and Lien Sales requirements of the Tow Guidelines.

**9. State the firm's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.**

MetroPro's policies and procedures for receiving and resolving customer complaints concerning vehicle/property damage, missing personal property or employee conduct are facilitated through our complaint resolution process. This process entails the following steps:

1. Identification of complaint or claim. Notification of any new complaint or claim is immediately directed to Management; Jeff Keeney, Manager; Jean Noutary, General Manager; Brad Humphreys or Jody Campbell, Executive Officers. The goal is to have a MetroPro manager have immediate and direct communication with the claimant.

2. Claims may be submitted on MetroPro's claims forms (available in MetroPro's lobby) or may be received in writing or verbally from customers, police, employees or third parties.
3. MetroPro management immediately documents claim on a MetroPro Claim form.
4. Management confirms all pertinent information with claimant.
5. Management immediately conducts an in-house investigation and interviews all associated employees, non-employees and surveillance data.
6. Results of investigation are provided to claimant.
7. Confirmed claims of damage or theft as a result of MetroPro liability are immediately remediated to the satisfaction of the claimant.
8. Confirmed claims of inappropriate employee conduct are promptly reviewed with the employee. This interview provides a resolution to the complaint by educating and possibly disciplining the employee. MetroPro employs a sequenced disciplinary process which includes written reprimands, suspension and termination. This stepped process is adjusted depending on the severity or intent of the violation.
9. Any denials of claims against MetroPro are discussed with claimant and offered any further mediation services, such as BBB arbitration or small claims court.

MetroPro welcomes all customer feedback, positive or negative. This information is used to either improve our customer service or commend deserving employees.

MetroPro's complaint resolution process is thorough, responsive and timely. MetroPro has a longstanding history and reputation of amicable resolutions to claims. In practice, we error on the side of the customer in disputes without clear determination of liability or fault. Any claims resulting from MetroPro's act of negligence or fault are quickly paid or remediated to the customer's satisfaction.

**10. Describe the manner in which the firm will inform the City and the public of changes to policies and procedures. Include samples of any informational materials the firm would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.**

Any change to MetroPro's policies and procedures will be immediately provided to the City and posted on our public bulletin board located in the lobby area of each storage facility. Any major operational changes will be further identified on MetroPro's website, www.metro-pro.com.

Submitted as part of this proposal and included in the Exhibit Section 5 are various excerpts from MetroPro' employee handbook, training materials and training resources.

Employee's adherence to company and contractual policies are continuously monitored by MetroPro managers and direct supervisors. Any violations of these policies are immediately addressed with the employee and documented in their personnel file.

MetroPro holds regularly schedule managers, drivers and dispatch meetings. The agenda of these meetings includes restating existing policies, new policies, safety awareness and employee feedback. Any policy changes are provided to writing to all employees and their written confirmation of understanding is received and filed.

**11. State the methods of payment the firm will accept. Describe policies and procedures for payment.**

MetroPro accepts cash, Visa or MasterCard for the payment of all services associated with the CMPD Tow Guidelines and will remain in full compliance with CVC 22651.1. When paying with a bank card, we require that the bank card owner be present to sign for the charge. We allow a third party to pay charges via bank card on behalf of the vehicle owner provided that both the bank card owner and vehicle owner are present and authorize such payment.

In addition, for vehicles stored at the owner's request, business checks are accepted from known businesses and CTTA member tow companies.

**12. Describe in detail the manner in which the firm intends to meet the reporting requirements of the Police Tow Policy Guidelines and Requirements. Include a detailed description of the firm's record keeping tools and methods. Describe any additional information the firm is capable of recording that may be of use to Costa Mesa Police Department.**

The CATS towing management software system has extensive reporting capabilities to comply with the Records and Reporting requirements in the Tow Guidelines. Further, MetroPro will customize our reporting to include additional call information requested by the City, if desired.

The CATS system is custom designed to MetroPro's specifications in order to fully automate the towing and storage process from the initial call request through the final disposition of the vehicle. The CATS software provides a centralized database to integrate all major towing functions including dispatch, towing management, vehicle lot inventory, invoicing, recordkeeping, reporting, and lien sales.

MetroPro's CATS software records the following data on each call/vehicle:

- Automatic date and time stamp tow request was received, assigned, arrived, in tow , and cleared
- Location from which vehicle was towed and the name/number of the driver(s) and truck(s) making the tow
- Vehicle identification number, license plate number and state, year, make, model and color
- Reason for the tow (CVC storage authority)
- CMPD case number
- Date and time of vehicle release and the employee processing release
- Name, address, telephone number, and identification of customer to whom vehicle was released
- Itemized listing of all charges or fees assessed as well as the total fee paid and method of payment
- Other pertinent information such as vehicle condition, odometer reading, whether the vehicle has keys, storage lot, hold information, registered owner of record name and address, lien status, dispatcher, call notes

The entire CATS database system is automatically backed-up on a daily basis to a series of external hard drives, which are then stored in a fire proof safe. CMPD vehicle records are archived in the CATS database and can be instantly accessed by calendar year for minimum of 5 years. All hard copy vehicle records including the CMPD 180, CMPD Vehicle Release, MetroPro Storage Report, invoices, and all written documentation, as well as all CMPD reports generated are filed and stored for a minimum of 5 years, and segregated from the records of other agencies.

The records of CMPD vehicles will be available for inspection only to authorized employees or officials of the City and CMPD may inspect all records and make copies without notice per the Tow Guidelines.

MetroPro maintains a current list of drivers and will furnish the report to the CMPD per Records and Reporting requirement #13 in the Tow Guidelines.

All reports and submittals required by the Tow Guidelines can be emailed or faxed by MetroPro.

#### City Recovery of Administrative Fees

As a CMPD police tow contractor, MetroPro has collected and remitted Vehicle Impound Fees (City Fees) on behalf of the City since the inception of the collection program. The City Fee is collected upon release of all vehicles stored under a CMPD 180, with collections audited and posted daily to a liability account in our general ledger by individual vehicle release. By the 10<sup>th</sup> of each month, MetroPro reconciles the liability account and remits all fees from the previous month, with an accompanying Sales Analysis Report generated by our CATS software which displays information on each line item release. We also submit any User Fee Waiver forms authorized by the CMPD to reconcile transactions where the fee was not collected. We will remain in full compliance with the City Fee requirements in the Tow Guidelines.

#### Free Services Provided to the City

In the absence of documented requirements, MetroPro has a demonstrated long standing policy providing free services to the City and will continue to do so in conformance with the Tow Guidelines. These services have always included providing unlimited towing for City owned vehicles, lien sale vehicles to the Costa Mesa Fire Department for training purposes whenever requested, honoring without question "no charge" or "reduced charge" requests on mistake tows, no billing for the City's portion of an evidence hold, and no charge when called for collision scene clean up only.

**13. Propose a method of receiving completed release forms electronically from Costa Mesa Police Department by the firm, if one is available.**

MetroPro is capable of receiving Vehicle Release Forms via email if so desired by the CMPD. The CMPD will receive an automatic receipt confirmation and the

Vehicle Release Form will be filed with the vehicle record to be accessed upon customer release. We will create a secure email address for this purpose (such as CMPD\_Release@metro-pro.com), to be monitored 24/7 by MetroPro personnel.

**14. Propose a method of delivering the monthly report of released vehicles to Costa Mesa Police Department electronically, if available.**

MetroPro is capable of sending the monthly report of released vehicles via email, if so desired by the CMPD.

**15. Propose any informational or reporting enhancements the firm is capable of providing. Example: secure web-based access to the firm's inventory of vehicles towed and stored under this contract by Costa Mesa Police Department.**

MetroPro has committed to the implementation of a powerful web-based towing software program called TOPS (Towing Operations Software) in the first quarter 2009. TOPS is a completely integrated towing management solution and offers the most advanced software features available to our industry. TOPS offers a feature called TOPS Link, which is a web based tool that would allow CMPD to have a web portal into MetroPro's TOPS system for the purpose of entering new calls, monitoring call dispatch status or checking inventory status, all with detailed search capabilities. CMPD could implement any of the features offered, including access to the inventory of vehicles. TOPS Link can also be customized, if desired. Literature on TOPS Link is attached as Exhibit 8.

**B. Qualifications & Experience.**

**1. If the owner is a corporation, please provide: list name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.**

Corporate Entity: Harbor Towing, Inc. dba MetroPro Road Services  
Corporate Office: 2550 S. Garnsey Street, Santa Ana, CA 92707  
State of Incorporation: California  
Date of Incorporation: 5/15/02  
Officers: Brad Humphreys, President  
Jody Campbell, Vice President  
Local Office: 957 West 17<sup>th</sup> Street, Costa Mesa, CA 92627  
Date Office Opened: Prior to 1975

**2. If the owner is partnership or joint venture, please provide: the name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for business.**

Not applicable

**3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).**

A & P Towing, Inc., 2550 S. Garnsey Street, Santa Ana, CA 92707.  
Executive Officers: Brad Humphreys and Jody Campbell

MetroPro Towing, Inc., 2550 S. Garnsey Street., Santa Ana, CA 92707  
Executive Officers: Brad Humphreys and Jody Campbell

**4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).**

Other than business entities identified in item #3, Brad Humphreys and Jody Campbell were past officers in the following former business entities:

Santa Ana Towing, Inc., 1022 E. Chestnut Avenue, Santa Ana, CA 92701

**5. How many years have you been in business under your present business name?**

We have conducted business under the business name of MetroPro Road Services since 1996; Harbor Towing has been used as a business name since 1975.

**6. List all business names that you operate as a towing service in the County of Orange.**

- MetroPro Towing
- MetroPro Road Services
- Harbor Towing
- A & P Towing
- Santa Ana Towing
- Ben's Towing
- MetroPro/HB

**7. List all businesses for which you or your business manager have filed for Bankruptcy protection while operating under a towing service contract.**

None.

**8. Provide a list of current and previous contracts similar to the requirements for Costa Mesa. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.**

- **Anaheim Police Department.** Official police tow and storage provider since 1999. Contact: Sergeant Mike Foster 714.765.1834.

- **California Highway Patrol.** Official police tow and storage provider since 1964. Contact: Officer Jeff Beam 714.467.6000.
- **Costa Mesa Police Department.** Official police tow and storage provider since 1975. Contact: Sergeant Robert Durham 714.467.6000.
- **Fullerton Police Department.** Official police tow and storage provider since 1999. Contact: Sergeant Lenny Ledbetter 714.738.6715.
- **Huntington Beach Police Department.** Official police tow and storage provider since 2000. Contact: Lieutenant John Cottriel, 714.536.5661.
- **Irvine Police Department.** Official police tow and storage provider since 1972. Contact: Sergeant Dennis Maissano, 949.724.7023.
- **Newport Beach Police Department.** Official police tow and storage provider since 1975. Contact: Lieutenant Andy Gonis, 949.644.3740.
- **Orange County Sheriff's Department.** Official police tow and storage provider since 1964. Contact: Special Agent Anna Deavila, 949.425.1875.
- **Santa Ana Police Department.** Official police tow and storage provider since 1964. Contact: Sergeant Arthur Morales, 714.245.8218.
- **Santa Ana Unified School Police Dept.** Official police tow and storage provider since 2001. Contact: Officer Mark Van Holt 714.558.5840.
- **Tustin Police Department.** Official police tow and storage provider since 1968. Contact: Sergeant Clark Galliher, 714.573.3219.

**9. Submit a description of the firm's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.**

MetroPro's qualifications, experience and abilities are unmatched and unique to any other proposer to this RFP or any other tow company in Orange County.

Qualifications unique and specific to Costa Mesa police towing contract are:

- Serving CMPD as an office police tow contractor since 1975. Thus, the most experienced provider of police tow services to the City.
- MetroPro offers a distinctive depth of experience in responding to police-direct calls. Currently we respond to over 1,200 police calls per month through our various law enforcement agreements.
- Official police tow agency to more law enforcement agencies in Orange County than any other tow company.
- Largest and most technically advanced dispatch center in Orange County.
- Largest police towing fleet in Orange County.
- Largest employer of towing professionals in Orange County.
- The most thorough and comprehensive training for drivers and customer service personnel in Orange County.
- Largest total storage capacity for CMPD stored/impounded vehicles.

Spanning over four decades of service to law enforcement agencies and currently serving eleven police agencies, MetroPro has demonstrated its commitment to being the most experienced and qualified proposer to the Costa Mesa RFP.

**10. Provide a detailed list of subcontractors proposed to be used, if any. For each, submit a description of the services the subcontractor will perform and specific qualifications and experience.**

MetroPro's Heavy Duty equipment is classified as Class C under the current Tow Guidelines. Our Heavy Duty equipment meets all specifications for a Class D rating with the exception of cable length (200 feet versus the 250 feet required for Class D. In the event that CMPD requires the service of Class D cabling, or when MetroPro's Heavy Duty equipment is unavailable or temporarily out of service, MetroPro intends to subcontract this service to G&W Towing. G&W Towing has served as an official police tow service for the City since 1981.

**11. Provide copies of the firm's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:**

- a. **Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.**
- b. **Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.**
- c. **Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.**
- d. **Letters of recommendation from customers and contracting agencies.**
- e. **Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.**
- f. **A list of references that will attest to the firm's ethical, quality and services standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.**

- a. MetroPro is a contract station for the Automobile Club of Southern California (ACSC). ACSC is an industry leader in providing superior customer service training and devoted to its customer's complete and total satisfaction. MetroPro has been honored by ACSC for its service and our employees regularly receive awards and bonuses for their customer service skills.

MetroPro is a member of the Better Business Bureau and is proud to display an "A" rating (Exhibit 8).

- b. MetroPro is a member and former board member of the Orange County Chapter of the California Tow Truck Association (CTTA). Founded in 1969, the CTTA was established to provide a means of united efforts in the solution of problems, and to administer such action as might be deemed necessary to benefit the towing industry, to communicate with government agencies on a state and local basis, and to provide a concerted effort toward giving the Towing Industry a better public image and the professional status it deserves.
- c. Evidence of MetroPro's extensive training procedures are described in Section A Method of Approach, pages 4- 6 and detailed in Exhibit 5.

- **Santa Ana Unified School Police Dept.** Official police tow and storage provider since 1964. Contact: Officer Mark Van Holt 714.558.5840.
- **Tustin Police Department.** Official police tow and storage provider since 1968. Contact: Sergeant Clark Galliher, 714.573.3219.

In addition to police towing, MetroPro provides full-service commercial towing services. The following is a partial list of businesses and individuals for whom we provide service:

- **Custom Automotive**, 302 N. French St., Santa Ana, CA. Mr. Robert Escalante, 714.543.2980. MetroPro provides towing and transportation of antique and exotic vehicles
- **Dealers Service**, 1343 E. Borchard St., Santa Ana, CA. Ms. Kathy Simone, 714.543.9016. MetroPro provides towing services for this collision repair facility.
- **Rosey's Autobody**, 121 Industrial Way, Costa Mesa, CA. Mr. Alex Mirand, 949.642.4522. MetroPro provides towing services for this collision repair facility.
- **Waste Management Company**, 16122 Construction Circle, Irvine, CA. Mr. Jose Loaiza, 949.551.8574. MetroPro provides light and heavy duty towing of inoperable fleet vehicles.
- **Gustafson's Brothers Auto Body**, 19161 Gothard St., Huntington Beach, CA. Ms. Cindy Moulton, 714.847.5600. MetroPro provides towing services for this collision repair facility.
- **Pasadena Village Apartments**, 15482 Pasadena Ave, Tustin, CA. Ms. Jeana Mohr, 714.669.1510. MetroPro provides towing for illegally parked vehicles at the property owners request.
- **Orange County Bowling Association**, 17110 Brookhurst St., Fountain Valley, CA. Ms. Sheryl Huntington, 714.554.0111. MetroPro provides towing and storage services for the associations' equipment.

- **Mothers Against Drunk Drivers**, 17772 Irvine Blvd. #103, Tustin, CA. Ms. Marybeth Griffin, 714.838.6199. MetroPro provides towing services for MADD's DUI display trailer.

**12. The City of Costa Mesa is interested in knowing how Offerors support the communities that they serve. Please provide information on your company's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your company, etc., for consideration in the RFP evaluation.**

MetroPro has a long tradition of supporting various Costa Mesa community events and organizations. MetroPro's Executive Officers and employees have served and volunteered on numerous Costa Mesa community, civic and youth organizations. Some of these include:

- Costa Mesa Chamber of Commerce. Former Board member and active member since 1977
- Annual Costa Mesa Public Safety Employee Luncheon, sponsor
- Costa Mesa-Newport Harbor Lion's Club, The Fish Fry Club. Brad Humphreys was recognized as "Lion of the Year" in 2000 for his service to the organization and the community.
- CMPD's Citizen's Academy, graduate
- City of Costa Mesa's Redevelopment and Residential Rehabilitation Committee. Past committee member
- Eastside Traffic Study Committee. Past committee member
- Costa Mesa/Newport Harbor Baseball Association. Past board member
- Costa Mesa Neighborhood Clean-Up. Sponsor and volunteer
- Boys and Girls Club of the Harbor Area. Sponsor and volunteer

MetroPro annually provides financial assistance, equipment and employees to assist CMPD in the presentation of the DUI educational production of "Every 15 Minutes" at local high schools.

MetroPro is a major sponsor of the Mothers Against Drunk Drivers Annual Police and Prosecutors Appreciation Luncheon.

## C. Equipment & Facilities

**1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.**

MetroPro maintains a fleet of 31 tow trucks providing state-of-the-art towing equipment to accommodate the needs of law enforcement for light, medium, and heavy duty towing and recovery, specialized equipment for motorcycles, forklifts, recreational vehicles and classic/luxury automobiles. (see Attachment 8 for a detailed equipment list).

MetroPro employs two full-time, in-house mechanics at its fleet maintenance facility to ensure the proper mechanical and safety maintenance of its fleet, in addition to compliance with all CVC sections and regulatory laws governing the operation of tow trucks. Drivers complete daily inspections using a checklist that mirrors the CHP 234B Tow Truck Inspection Guide to verify all equipment is cleaned and in sound working condition, supplies are replenished, and the unit is ready for CMPD service.

Each truck is inspected annually by California Highway Patrol commercial enforcement officers, consisting of a Level One inspection and a tow truck specific inspection. All trucks have current CHP/CVSA decals, which evidence the successful completion of this comprehensive inspection, and compliance with the inspection requirements of the Tow Guidelines.

The depth of our equipment resources is a distinct advantage to MetroPro's overall service, and uniquely qualifies our company for special events such as check points, parades, and emergency/calamity response to provide additional support to CMPD.

MetroPro will remain in compliance with all Tow Equipment requirements and standards set forth in the Tow Guidelines throughout the term of the Agreement.

**2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.**

CMPD service requests are received by MetroPro's 24/7 in-house dispatchers via telephone lines dedicated exclusively to CMPD dispatch. The call is entered directly into the CATS tow request screen and dispatched to the truck/driver in position to provide the best possible response time to CMPD. Drivers are dispatched via two-way radio in addition to receiving an alphanumeric page automatically generated by the CATS system. The alphanumeric page acts to reinforce the verbal radio transmission and ensures the driver has written reference and confirmation regarding the exact location of the call and any other relevant information. The CATS Dispatch screen displays the status of all CMPD calls in progress, with automatic time stamp recording on each status update.

Dispatchers also have the benefit of MetroPro's GPS vehicle tracking and mapping software. This web based system is displayed at all times on dedicated screens and provides an excellent visual aid for constantly monitoring that resources are appropriately positioned at all times.

**3. Provide a detailed description of the firm's facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm's plan to acquire the necessary facility.**

**Primary Storage Facility and Business Office**

MetroPro's primary storage facility and business office is located at 957 West 17<sup>th</sup> Street in Costa Mesa, approximately 2.75 radius miles from the CMPD. This highly secure police impound facility consists of 67,788 square feet of property contained on two separate parcels conveniently located directly across the street from one another. Combined, the properties provide for over 60,000 square feet of outside vehicle storage area, 1,746 square feet of office space, and 5,090 square feet of inside/evidentiary storage area. All property is permitted in compliance with all requirements of the zoning and building codes of the City to operate as a 24/7 vehicle impound yard under Conditional Use Permits No. ZA-98-02 and C-49-68.

This Facility exceeds all Tow Yard Requirements as specified in the Tow Guidelines.

Our primary facility provides the following conveniences and resources:

management, dispatch and customer service operations, administration, records, bookkeeping, fleet maintenance, and lien sales.

MetroPro's secondary impound facility offers the following conveniences and resources:

- Inside customer lobby area with complementary telephone for customer use
- Office space for CMPD personnel
- Secured outside vehicle impound/storage area for 500 vehicles
- Secured inside vehicle impound/storage area for 75 vehicles
- Abundant off-street customer parking
- Lot accessibility to police and public 24/7.
- Lot security maintained via extensive lighting and minimum ten-foot high block wall and is staffed at all times.
- Digital video surveillance cameras located throughout storage lot to monitor and record vehicle lot inventory and related activity. Additionally, within the office, cameras will record video and audio activities to ensure security and monitor customer service

In addition to exceeding the minimum facility specifications defined in the Tow Guidelines, MetroPro is uniquely qualified to offer a total storage capacity for approximately 765 vehicles outside and 93 vehicles in evidentiary storage, all within 3.75 radius miles from CMPD.

"Pride of Ownership" is clearly evident at our facilities as all are owned and maintained by MetroPro. This is contrary to many tow companies that operate from leased premises and are often subject to the affects of real estate market conditions and property owner demands. Consequently, with this instability the level of property improvements and maintenance is often substandard.

#### **4. Provide a detailed description of facility security.**

The entire site is protected by a minimum 8 foot razor-wire topped fencing. The site is well lit and in conformance with the CMPD Tow Guidelines and City's building and planning codes. Digital video cameras provide 24/7 viewing and recording of the entire storage area as well as inside the business office. Additionally, digital audio recordings are taken within the customer service area of the office. Digital video and audio recordings can be copied to a DVD and provided to customers and/or CMPD. MetroPro's 24/7 in-house central dispatch

center monitors dedicated screens to observe live site feeds from the surveillance cameras. Furthermore, live camera viewings are accessible via the internet to MetroPro's managers and executive officers.

## SECTION VI. GENERAL QUESTIONNAIRE/REQUIREMENTS FOR POLICE TOWING SERVICES

Please give detailed and specific answers for questions that require an explanation. Use additional sheets of paper if additional space is needed and include the corresponding question number next to your answer.

**Yes No      Tow Service Requirements**

- 1. Towing Services are available on a 24 hour/7 days a week basis?
- 2. Do you have a valid and current DMV Certified California Motor Carrier Permit? \*\*If yes, give ID # 0180898
- 3. Is business office located within a five (5) mile radius from the Costa Mesa Police Department? Please provide your business address and distance in miles from Costa Mesa Police Station.  
957 W. 17th Street, Costa Mesa. Approximately 2.75 miles from CMPD
- 4. Towing company is able to respond to normal towing requests within 15 minutes and within 45 minutes when a heavy duty (Class C) or super heavy duty (Class D) tow is required. \*\*If not, please explain. \_\_\_\_\_
- 5. Do you participate in the DMV Employer Pull Notice (EPN) Program? \*\* If yes, please provide explain. per Addendum #1

**Yes No      Tow Yard Requirements**

- 6. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements (pages 5-7)?  
\*\*If no, please explain. \_\_\_\_\_
- 7. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week?  
\*\* If not, explain. \_\_\_\_\_
- 8. Do you have a secondary storage facility?  
\*\*If yes, give facility address(es) and distance in miles from business office and from Costa Mesa Police Facility.  
2550 S. Garnsey St., Santa Ana. Approximately 3.75 miles from CMPD.  
  
\*\*Where will you store vehicles towed or impounded from Costa Mesa under this contract? Please provide address:  
957 & 964 W. 17th Street, Costa Mesa.
- 9. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements (pages 6-7)?  
\*\*If no, please explain. \_\_\_\_\_

**Yes No**

- 10. Do you own one or have access to an agreement with another company for one (1) Class C and one (1) Class D tow truck?  
 \*\*If yes, please provide specific information See Attachment

**Yes No Business Office**

- 11. Do you have a full-time manager that has a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? Please provide proof. See Attachment
- 12. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?
- 13. Are business hours and fees pertaining to tow service, storage charges, and miscellaneous related charges posted for public view in an unobstructed area inside the office?
- 14. Does business provide a number to call for service when the office is closed? If yes, please provide an explanation of procedure.  
See Attachment
- 15. Does your business have a reliable communication system in place that enables requests for service 24 hours a day/7 days a week? \*\*If yes, please explain what this system is.  
See Attachment
- 16. Is the telephone number answered by a live voice that can respond to customers and attend to their requests after normal business hours including weekends and holidays? Provide details.  
See Attachment
- 17. Does business have a procedure to train its employees on company policy, customer service, handling transactions related to towing, storage, and release of property and/or vehicles, customer service? \*\*If yes, please provide an explanation of procedure See Attachment

**Yes No Tow Truck Drivers**

- 18. If you are the owner, do you have a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? \*\*Provide additional information for consideration. See Attachment
- 19. Do you have a full-time driver that has a minimum of two (2) years verifiable for-hire towing experience in the County of Orange? \*\*If yes, how many drivers do you have that have the minimum two (2) years verifiable for-hire towing experience in the County of Orange? 23
- 20. Do you have at least one (1) driver who has five (5) verifiable years for-hire salvage and recovery experience? \*\*If yes, how many drivers with five (5) verifiable years for-hire salvage and recovery experience do you have? 17

**Yes No**

- 21. Are Tow Truck Drivers at least twenty-one years with the proper licenses and medical certificates?
- 22. Provide a picture of employee in uniform. See Attachment 7.

**Yes No Tow Truck Drivers Training**

- 23. Does business have a procedure to train its truck drivers in the proficient use of the tow truck and related equipment and in performing towing and recovery operations in a safe and expedient manner?  
 \*\*If yes, explain procedure. See Attachment

**Yes No Tow Truck Classifications and Equipment**

- 24. Class A: Light Duty – Does business have a minimum of two (2) operational tow trucks with a manufacturer's gross vehicle weight rating (GVWR) of 10,000 to 19,500 with wheel lift capability or car carrier? If yes, how many? Provide specific details.  
29
- 25. Class A: 4WD – Does business have 4-wheel drive tow trucks with a manufacturer's GVWR of *less than* 14,000 lbs? If yes, how many?
- 26. Class B: Medium Duty – Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 26,001 lbs.? Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?) See Attachment
- 27. Does business have any Class B tow truck(s) not equipped with portable tow dollies? If yes, how many? 1 (Trucks not equipped with portable tow dollies are allowed to operate on a Class A rotation tow list if available 24 hours a day/7 days a week.)
- 28. Class C: Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a manufacturer's GVWR of at least 48,000 lbs. that can respond within 45 minutes? Own vehicle X Has access to       
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?) See Attachment
- 29. Class D: Super Heavy Duty – Does business have access to a minimum of one (1) operational tow truck with a GVWR of at least 52,000 lbs. that can respond within 45 minutes? Own vehicle      Has access to X  
Provide information on truck (e.g. is it equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle?) See Attachment
- 30. Does business maintain and equip tow trucks with auxiliary equipment to be used when appropriate in order to properly and safely tow vehicles? Please provide details.  
See Attachment

**Yes No**

31. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

**Yes No Financial Interest**

32. Do you own more than 50% of another tow business or are you the parent or subsidiary of another towing company? \*\*If yes, list other business(es), include city, state, and ownership capacity, e.g., owner, subsidiary, etc. See Attachment

33. Are you directly involved with any other towing business? \*\*If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc.

34. Are you directly or indirectly associated with a company providing private security services? \*\*If yes, please identify and provide details.

35. Are you associated with any other towing service company that may participate in this RFP? \*\*If yes, please provide details.

**Yes No Records**

36. Are all originals records of business transactions retained on-site? \*\*If no, explain where records are kept and give location name and address.

37. At a minimum, do business invoices include vehicle description, service begin and end time, type of service, location of service, itemized cost breakdown of service, driver's name, and type of tow truck used? \*\* Please attach a blank original invoice. Attached

## Additional Responses

### Section VI. General Questionnaire/Requirements for Police Towing Services

- Item 10. MetroPro owns a Class C tow truck and will subcontract the services of a Class D tow truck to G&W Towing.
- Item 11. MetroPro has a full-time General Manager, Ms. Jean Noutary. Ms. Noutary has been working in the Orange County towing industry since 1965, and General Manager for all MetroPro affiliated companies since 1985.
- Mr. Jeff Keeney has served as the Manager of MetroPro's Costa Mesa facility overseeing its day-to-day operations since 2000.
- Item 14. MetroPro's public telephone number is prominently displayed on the exterior of the impound facilities premises, on all tow trucks, website and all marketing materials. This number is answered 24/7 by MetroPro in-house dispatch. MetroPro never forwards its telephone lines to outside "answering services" or to message machines.
- Item 15. MetroPro 24/7 dispatch center utilizes the Lucent Merlin Legend telephone system, known for its reliability. MetroPro has 35 telephone lines so customers never receive a busy signal. Additionally, MetroPro has dedicated telephone lines for the sole use of CMPD dispatch requests, numbers which are not provided to the public and only known by CMPD dispatch. In the event of a power failure of any length, the computer systems, telephone systems, radio systems and critical lighting systems are supported by an uninterrupted power supply for an extended period of time before switching to generator power for as long as necessary. MetroPro personnel are trained to immediately implement our backup power plan in the event of a power failure.
- Item 16. MetroPro's phone lines are always answered by a live dispatcher or customer service attendant from MetroPro 24/7 dispatch center. MetroPro never forwards its telephone lines to outside "answering services" or to message machines.
- Item 17. Please refer to Proposal Section A. Method of Approach, pages 4- 7.
- Item 18. MetroPro's corporate officers, Mr. Brad Humphreys and Mr. Jody Campbell, each have over 17 years of experience as owners and operators of police towing companies.

Item 23. Please refer to Proposal Section A. Method of Approach, page 4- 6.

Item 26. MetroPro's Class B medium duty tow truck is a 1989 Ford F700 with a GVWR of 27,000 lbs. The truck is equipped with air brakes, a tractor protection valve and is capable of providing and maintaining continuous air to the towed vehicle. This equipment complies with all Class B equipment requirements identified in the Tow Guidelines and RFP Addendum #1.

Item 28. MetroPro's Class C heavy duty tow truck is a 1991 Peterbuilt 370 with a GVWR of 50,000 lbs. The truck is equipped with air brakes, a tractor protection valve and is capable of providing and maintaining continuous air to the towed vehicle. This equipment complies with all Class B equipment requirements identified in the Tow Guidelines and RFP Addendum #1.

Item 29 MetroPro has access to a Class D tow truck via its subcontractor, G&W Towing. This equipment complies with all Class D equipment requirements identified in the Tow Guidelines and RFP Addendum #1.

Item 30 Please refer to Proposal Section A. Method of Approach, page 9.

Item 32. MetroPro's officers wholly own and operate the following other towing businesses:

- A & P Towing, Inc., Irvine and Santa Ana, CA.
- MetroPro Towing, Inc., Santa Ana, Huntington Beach, Anaheim CA.



- A & P Towing - 2550 S. Garnsey St., Santa Ana - (714) 556-4200
- A & P Towing / Irvine - 16212 Construction Cir. East, Irvine - (714) 556-4200
- Ben's Towing - 1135 N. Kraemer Pl., Anaheim - (714) 577-0220
- Harbor Towing - 957 West 17th Street, Costa Mesa - (949) 642-4930
- MetroPro / HB - 18931 Gothard St., Hunt. Beach - (714) 375-1424
- Santa Ana Towing - 2550 S. Garnsey St., Santa Ana - (714) 556-4600

Call #: \_\_\_\_\_

Bill To: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

YEAR AND MAKE	MODEL	COLOR	LICENSE NUMBER
PURCHASE ORDER NUMBER	REPAIR ORDER NUMBER	VIN	

R/O NAME/NUMBER: \_\_\_\_\_

LOCATION OF PICKUP: \_\_\_\_\_

TAKEN TO: \_\_\_\_\_

LABOR: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

STORAGE FROM: \_\_\_\_\_ TO: \_\_\_\_\_

NUMBER DAYS: \_\_\_\_\_ @ \_\_\_\_\_ DAY: \_\_\_\_\_

TIME OUT \_\_\_\_\_ MILEAGE ENDING \_\_\_\_\_

TIME IN \_\_\_\_\_ MILEAGE START \_\_\_\_\_

TOTAL TIME \_\_\_\_\_ MILES \_\_\_\_\_

DRIVER \_\_\_\_\_

TRUCK \_\_\_\_\_

TOWING		
MILEAGE		
STORAGE		
LABOR		
ADDITIONAL TOW		
CITY FEE		
LIEN FEE		
ADVANCE PAY OUT		
OTHER		
<b>TOTAL</b>		

25281

SIGNED \_\_\_\_\_

CASH    CHECK    CHARGE

+



## ***MetroPro History and Overview***

MetroPro Road Services, Inc. and its affiliates ("MetroPro") have provided public law enforcement agencies with emergency towing, storage, and roadside service for over four decades. Serving the law enforcement sector has been the backbone of MetroPro's purpose. Currently, MetroPro owns and manages six towing companies in Orange County. Through these locations, MetroPro provides official police tow services to nine cities as well as the Orange County Sheriff and the California Highway Patrol.

The genesis of the MetroPro organization started in 1961 when Santa Ana Towing was founded. Santa Ana Towing began on a simple principle to earn a reputation for superior customer service supported by a foundation of unwavering integrity. To build on that foundation, Santa Ana Towing hired and trained skilled personnel, provided them with the highest quality equipment, and focused on the needs of its customers. From that simple plan, Orange County's largest and most respected towing and road service company would emerge, MetroPro Road Services.

In 1991, Jody Campbell and Brad Humphreys were recruited by the organization to manage, expand and professionalize the business. Campbell and Humphreys each brought unique experience to the organization and industry. Both possessed a proven work ethic as Stanford University graduates and through their individual athletic achievements (Mr. Campbell, a three-time Olympian and Mr. Humphreys, a professional football player). Mr. Campbell obtained ten years of business and marketing experience as a marketing executive for one of the country's largest private real estate development companies. Mr. Humphreys' experience emanated from the financial arena through his studies at Stanford as an economics major and extensive training while a commercial loan officer at Union Bank of California. With the synergism from Mr. Campbell and Mr. Humphreys' marketing and financial experience, the company was well positioned to grow to the next level.

The company's success has been established through the development and execution of a two pronged strategy; First, continue to grow and consolidate towing operations under one banner and; Second, "Professionalize" the marketing, management and day to day operations of the company. The goal is to change the paradigm of a loosely organized towing industry, which provides inefficient and inconsistent service, and is poorly perceived by the public. We realize the detrimental affect the towing industry has on customers when it is fractured into small independent, unconnected ownership that lack the advantages of consistency of service, economies of scale, technological advantages and purchasing power. We appreciate the importance of understanding the local market, customers, municipal leaders and law enforcement community in order to

provide a mutually rewarding service for the company, our customers and the community in which we do business.

As a result of our strict standards of excellence, we are proudly Orange County's largest provider of police-directed towing, parking enforcement, vehicle transport, and emergency road services. Spanning almost 40 years of service and growth within Orange County, MetroPro is positioned to take on the challenges of the future. As MetroPro's management team looks forward, we will continue to build upon our reputation of honest, ethical and reliable service. We will continue to invest in state-of-the-art equipment, technology, rigorous training programs and the hiring of superior employees. MetroPro will continue to be at the forefront of professional standards in the towing industry. Through these standards of excellence, we are committed to delivering the highest possible quality of service to the City of Costa Mesa.

**DEPARTMENT OF MOTOR VEHICLES**  
 MOTOR CARRIER SERVICES BRANCH MS G876  
 P.O. BOX 932370 Sacramento, CA, 94232-3700  
 (916) 657-8153



06/24/2008

METROPRO ROAD SERVICES INC  
 2550 S GARNSEY ST  
 SANTA ANA, CA 92707

 DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		<h2 style="text-align: center;">MOTOR CARRIER PERMIT</h2>			
 DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA, 94232-3700  METROPRO ROAD SERVICES INC 2550 S GARNSEY ST SANTA ANA, CA 92707		Valid From:	08/01/2008	Valid Through:	07/31/2009
		CA#:	0180898		
		The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in Vehicle Code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:			
		 For Hire Full Year Corporation			
Pmt Date:	06/20/2008	Office #:	154		
Account #:	152437	Tech ID:	CR		
Sequence #:	0011	Amt Paid:	\$975.00		

**!!!IMPORTANT REMINDERS!!!**

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at [www.dmv.ca.gov](http://www.dmv.ca.gov) or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DEPARTMENT OF MOTOR VEHICLES  
MOTOR CARRIER SERVICES BRANCH MS G875  
P.O. BOX 932370 Sacramento, CA. 94232-3700  
(916) 657-8153



06/24/2008

**MCP CUSTOMER RECEIPT**

METROPRO ROAD SERVICES INC  
2550 S GARNSEY ST  
SANTA ANA, CA 92707

DATE ISSUED: 20-JUN-08  
CA # 0180898

Cash	\$0.00	<b>AMOUNT DUE:</b>	\$975.00
Check/Money Order	\$975.00	<b>AMOUNT RECV'D:</b>	\$975.00
S/I Credit	\$0.00		
MCP Credit	\$0.00		
Manual Credit	\$0.00		
Multiple Credit	\$0.00		
Amount Refunded	\$0.00		

**TOTAL PAYMENT:** \$975.00

- DBAs:**
1. A & P TOWING
  2. BENS TOWING
  3. HARBOR TOWING

15406202008CR0011MCR975.00

**THIS IS NOT AN OPERATING PERMIT.**



California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



# CITY OF COSTA MESA

TREASURY MANAGEMENT DIVISION

P.O. BOX 1200 • CALIFORNIA 92628-1200  
PHONE: (714) 754-5235 • FAX: (714) 754-5149 • TDD: (714) 754-5244

10-16-2008

## BUSINESS LICENSE TAX CERTIFICATE

HARBOR TOWING, INC  
2550 S GARNSEY ST  
SANTA ANA, CA 92707

### PLEASE NOTE THE FOLLOWING

Attached below is your current Business License Tax Certificate. Every business is responsible for annual renewal of this license tax certificate.

Please Contact the Business License Division at (714) 754-5235 prior to making any of the following changes:

1. Name change
2. Change of address within the City (requires zoning approval prior to commencing)
3. Ownership or representation change
4. Business activity change

DETACH AND POST THIS CERTIFICATE IN PUBLIC VIEW

### CITY OF COSTA MESA BUSINESS LICENSE

NOT TRANSFERABLE

THIS BUSINESS LICENSE TAX CERTIFICATE DOES NOT GUARANTEE COMPLIANCE WITH STATE OR FEDERAL LICENSING REQUIREMENTS. Issuance of this certificate indicates that the person, firm, or corporation named below has paid the applicable business tax, pursuant to Title 9, Chapter 1, of the Costa Mesa Municipal Code, for the business, enterprise, trade, calling, profession, exhibition, or occupation described below. Issuance of this Certificate is not an endorsement, nor certification of compliance with other ordinances or laws.

Business License Tax Certificate No. **BL000337**  
Business Name: **HARBOR TOWING, INC**  
Business Location: **957 W 17TH ST CM**  
Principal's Name: **HUMPHREYS, BRAD**  
**CAMPBELL, JODY**

Standard Industrial Class Code: 7549 - Automotive Services, NEC

Sales Tax No:

Expiration Date: 09/30/2009



# CITY OF COSTA MESA

TREASURY MANAGEMENT DIVISION

P.O. BOX 1200 • CALIFORNIA 92628-1200  
PHONE: (714) 754-5235 • FAX: (714) 754-5149 • TDD: (714) 754-5244

10-16-2008

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2550 S GARNSEY ST  
SANTA ANA, CA 92707

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Business License Tax Certificate No. **BE008202**  
Business Name: **HARBOR TOWING**  
Business Location: **964 W 17TH ST CM**  
Principal's Name: **HUMPHREYS, BRAD, PRESIDENT**  
**CAMPBELL, JODY**

Standard Industrial Class Code: **7549 Automotive Services, NEC**

Sales Tax No:

Expiration Date: **09/30/2009**



**COSTA MESA POLICE DEPARTMENT  
TOW OPERATOR PERMIT APPLICATION FORM**

1. **BUSINESS NAME:** HARBOR TOWING, INC. dba METROPRO ROAD SERVICES

Please check appropriate box and complete applicable information clearly and legibly:

**Sole Proprietor or Owner Name (Applicant)**

Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Driver's License Number \_\_\_\_\_  
Business Address \_\_\_\_\_  
Residence Address \_\_\_\_\_

**Corporation**

Date and Place of Incorporation 5/15/02 In California (CA CORP#2416000)

Address 2550 S. Garnsey Street, Santa Ana, CA 92707

Names of Principal Officers \_\_\_\_\_ Respective Addresses of Principal Officers \_\_\_\_\_

Bradley T Humphreys c/o MetroPro 2550 S. Garnsey St, Santa Ana, CA  
Jody D Campbell c/o MetroPro 2550 S. Garnsey St, Santa Ana, CA

**Partnership, Association, or Unincorporated Company**

Names of Partners or Persons \_\_\_\_\_  
Comprising such Association/Company \_\_\_\_\_ Respective Addresses of Partners or Persons \_\_\_\_\_

**Business Under Fictitious Name**

Name, Residence Address and Telephone Number of Each Person Owning a Financial Interest in Business:

2. **Provide Name, Address and Telephone Number of the Person(s) who will have general management responsibility for the applicant's business:**

Brad Humphreys 2550 S. Garnsey St., Santa Ana, CA 714-556-7600  
Jody Campbell 2550 S. Garnsey St., Santa Ana, CA 714-556-7600  
Jean Noutary (Gen. Mgr) 2550 S. Garnsey St., Santa Ana, CA 714-556-7600  
Jeff Keeney (Mgr) 957 West 17th St., Costa Mesa, CA 949-642-4931

3. **Print, sign, and date Application:**

  
\_\_\_\_\_  
Signature of Applicant  
**BRAD HUMPHREYS, PRES.**

\_\_\_\_\_  
Date 11/11/08

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2008

**PRODUCER** 1  
 Centerpointe Insurance Service  
 California License #0735759  
 807 - B Camarillo Springs Road  
 Camarillo, CA 93012-9464

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 HARBOR TOWING, INC. METROPRO ROAD  
 SERVICES, INC. METROPRO TOWING, INC.  
 2550 S GARNSEY STREET  
 SANTA ANA, CA 92707

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	STATE NATIONAL INSURANCE CO.	12831
INSURER B:	**REVISED**	
INSURER C:		
INSURER D:		
INSURER E:		

METRO0

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TIP-001045-A	07/24/2008	07/24/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIP-001045-A	07/24/2008	07/24/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER ON-HOOK/CARGO	TIP-001045-A	07/24/2008	07/24/2009	PER VEH. SCHED. 100000 \$1000 DEDUCTBL. 200000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GARAGEKEEPERS LEGAL LIABILITY-\$500,000 LIMIT PER LOCATION "THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEE ARE ADDITIONAL INSURED WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT" "ANY OTHER INSURANCE MAINTAINED BY THE CITY OF COSTA MESA SHALL BE EXCESS AND NOT CONTRIBUTING WITH THE INSURANCE PROVIDED BY THIS POLICY"

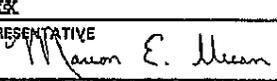
**CERTIFICATE HOLDER**

CITY OF COSTA MESA  
 RISK MANAGEMENT  
 P.O. BOX 1200  
 COSTA MESA, CA 92628

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~REPLY BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~EXCEPT AS MAY BE OTHERWISE PROVIDED BY THE POLICY~~

~~REPLY BY MAIL~~

AUTHORIZED REPRESENTATIVE  
  
 MTP

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 10 10 93

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 12:01 A.M. standard time	Policy No. TIP-001045-A
Named Insured HARBOR TOWING, INC. METROPRO ROAD	Countersigned by <i>Malcolm E. Mean</i>

(Authorized Representative)

**SCHEDULE**

**Name of Person or Organization:** CITY OF COSTA MESA  
P.O. BOX 1200  
COSTA MESA, CA 92628

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

GARAGEKEEPERS LEGAL LIABILITY-\$500,000 LIMIT PER LOCATION "THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEE ARE ADDITIONAL INSUREDS WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT" "ANY OTHER INSURANCE MAINTAINED BY THE CITY OF COSTA MESA SHALL BE EXCESS AND NOT CONTRIBUTING WITH THE INSURANCE PROVIDED BY THIS POLICY"



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-05-2008

GROUP: 000937  
POLICY NUMBER: 0000107-2008  
CERTIFICATE ID: 3  
CERTIFICATE EXPIRES: 04-01-2009  
04-01-2008/04-01-2009

CITY OF COSTA MESA  
RISK MANAGEMENT  
PO BOX 1200  
COSTA MESA CA 92628-1200

SG

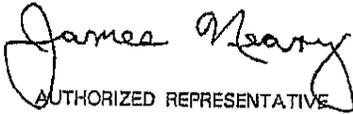
JOB: ALL CALIFORNIA OPERATIONS

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - BRADLEY HUMPHREY P, S T - EXCLUDED.

ENDORSEMENT #1600 - WENDY HUMPHREYS DIR - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-05-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

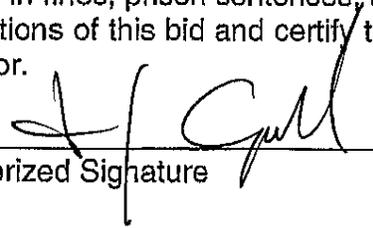
HARBOR TOWING, INC.  
2550 S GARNSEY ST  
SANTA ANA CA 92707

SG

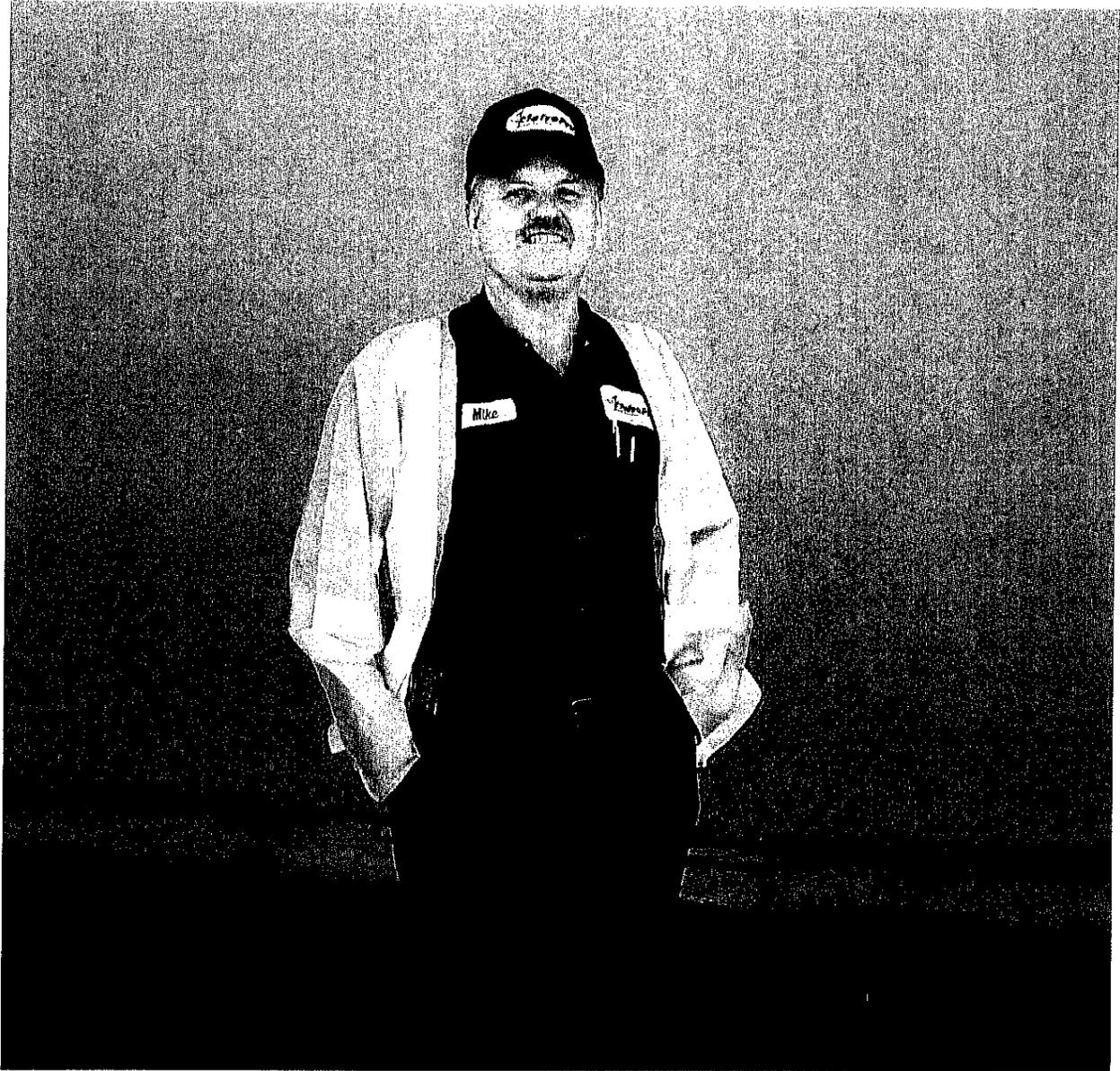
[RCV,CS]

## Non-Collusion Affidavit

I certify that this proposal is made without prior understanding, arrangement, agreement, or connection with any corporation, firm, or person, submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I certify that I have not entered into any arrangement or agreement with any City of Costa Mesa public officer. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the Offeror.

  
\_\_\_\_\_  
Authorized Signature

# MetroPro Uniform



Attachment 7

METROPRO ROAD SERVICES  
EQUIPMENT ROSTER

UNIT #	YEAR	MAKE	MODEL	VIN	LICENSE	UNLADEN WEIGHT	GVWR	TYPE	CHP INSPECTION	
									DATE	STICKER #
154	1999	GMC	6500	1GDJ6H1C3XJ507775	5Z50542	15,940	25,950	F/B	06/02/08	8439454
156	2006	FORD	F650	3FRWX65RX6V333308	8E70936	16,410	24,500	F/B	06/02/08	8439380
51	1995	FORD	F450	1FDLE47F0SEA57023	5C33195	8,820	15,000	W/L	06/02/08	8439455
132	1999	FORD	F450	1FDXF46F6XEE97953	6A85340	10,880	15,000	W/L	06/02/08	8439256
129	1999	FORD	F450	1FDXF46F9XEE32675	6A68472	11,240	15,000	W/L	06/02/08	8439048
603	1999	FORD	F450	1FDXF46F5XEE00127	6A68473	11,240	15,000	W/L	06/02/08	8439457
604	2005	FORD	F650	3FRWX65R95V112913	7P22638	17,000	26,000	F/B	06/02/08	8439379
605	2005	FORD	F650	3FRWX65R05V112914	7P98859	16,550	26,000	F/B	06/02/08	8438646
128	1997	FORD	F450	1FDLF47F7VED06308	5M78912	9,940	15,000	W/L	06/02/08	8439260
401	1999	FORD	F550	1FDAF56F6XEE15120	6A68316	11,980	19,000	F/B	06/02/08	8439280
404	1999	FORD	F450	1FDXF46F1XEA26891	7U36906	10,480	15,000	W/L	06/02/08	8439456
425	2001	FORD	F450	1FDXF46F91EA47012	6L99096	11,580	15,000	W/L	06/02/08	8438774
133	2000	FORD	F450	1FDXF46F2YEB08324	6C67453	10,840	15,000	W/L	06/02/08	8438773
408	1999	FORD	F450	1FDXF46F9XEB31338	7H02733	10,420	15,000	W/L	06/02/08	8439139
407	2001	FORD	F450	1FDXF46F71EA89291	6L99094	11,500	15,000	W/L	06/02/08	8439451
123	1999	FORD	F450	1FDXF46F1XEE97374	6B99990	10,480	15,000	W/L	06/02/08	8439254
125	1999	FORD	F450	1FDXF46F7XEE97380	6A86333	10,330	15,000	W/L	06/02/08	8439140
402	2001	FORD	F450	1FDXF46F61EA37487	6L99855	11,390	15,000	W/L	06/02/08	8439255
403	2001	FORD	F450	1FDXF46F11EA37459	6L99853	11,550	15,000	W/L	06/02/08	8439138
405	2001	FORD	F550	1FDAF56F01EA30529	6L99095	12,460	19,000	F/B	06/02/08	8438648
406	2001	FORD	F550	1FDAF56F71EA30530	6L99268	12,150	19,000	F/B	06/02/08	8439396
153	1999	GMC	6500	1GDJ6H1C9XJ500295	5V54352	16,000	25,950	F/B	06/02/08	8439383
301	1999	FORD	F450	1FDXF46F1XED51931	5Z50543	11,240	15,000	W/L	06/02/08	8439270
131	1999	FORD	F450	1FDXF46FXED99573	6A86334	10,940	15,000	W/L	06/02/08	8439275
152	1999	GMC	6500	1GDJ6H1CXXJ500516	5V52740	15,950	25,950	F/B	06/02/08	8439257
351	1999	FORD	F450	1FDXF46F4XEB18867	8L91417	10,830	15,000	W/L	06/02/08	8439453
126	1999	FORD	F450	1FDXF46F8XGB35042	5V53083	10,740	15,000	W/L	06/02/08	8438939
127	2000	FORD	F450	1FDXF46F4YEB08437	6C67451	10,550	15,000	W/L	06/02/08	8439281
130	2000	UD	1800HD	JNAMA43HXHYGE55311	6F54664	11,890	18,000	W/L	06/02/08	8438772
101	1991	PETE	379	1XP5DB9X8MD303806	6P31322	18,040	50,000	H/D	06/02/08	8439452
43	1989	FORD	F700	1FDXK84A5KVA19879	4P21684	16,390	27,000	M/D	06/02/08	8439258

**EXHIBIT C**

**TOW POLICY GUIDELINES AND REQUIREMENTS**

**CITY OF COSTA MESA**

**POLICE DEPARTMENT**



**TOW POLICY GUIDELINES AND REQUIREMENTS**

**August 2008**

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**CITY OF COSTA MESA  
POLICE TOW POLICY GUIDELINES AND REQUIREMENTS**

**PURPOSE**

The purpose of this policy is to establish guidelines and requirements to efficiently manage and provide Police-initiated towing service that will be of mutual benefit to the Public, the Costa Mesa Police Department, and the towing companies providing that service.

**GOALS**

- (1) To provide the highest level of service to the motoring public at a fair and low cost to the person(s) who require(s) the services of a towing company.
- (2) To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.
- (3) To provide grounds for addressing relevant matters pertaining to the administration of a rotational tow list and any other pertinent matters including procedures governing disciplinary action, up to removal from the rotational tow list for the tow service operators violating the contract.

**TOWING SERVICES - DEFINITIONS**

1. A call for towing service, which is initiated by a City employee, for the purpose of storing or impounding a vehicle.
2. A call for towing service, which is initiated by a City employee, for the purpose of removing a vehicle which has been involved in a collision and the owner or driver has not specified a tow service or garage.
3. A call for towing service, which is initiated by a City employee, at the request of the driver of a disabled vehicle and the towing service or garage is unspecified.
4. A call for clean up service, which is initiated by a City employee, for the purpose of removing fluids or solid materials from the highway, including sidewalk and parkway.
5. The Police Tow Policy Guidelines and Requirements shall apply to all tow service operators that are on contract with the City of Costa Mesa.

**RESPONSE TO CALLS**

Upon request by the Costa Mesa Police Department (CMPD), the tow service operator shall respond promptly and provide towing services for vehicles to be taken into custody by the Police Department. Such towing services shall include, but not be limited to towing vehicles which are involved in accidents, disabled by other causes, impeding the flow of traffic,

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impounded for evidence, abandoned in public places or on private property or for any other reason within the jurisdiction of the Police Department.

The tow service operator shall maintain sufficient numbers of trucks and equipment to be able to respond to a CMPD tow request to any location within the City within fifteen (15) minutes. Heavy Duty (Class C) and Super Heavy Duty (Class D) tow trucks shall respond within 45 minutes of CMPD tow requests within the City limits.

When dispatched by CMPD, the tow service operator shall not remove any vehicle involved in a collision, until authorized by CMPD.

The tow service operator agrees that its operators, employees and agents will only report to the scene of an accident or a disabled vehicle when summoned by the law enforcement officer or the person in control of the disabled vehicle.

In addition to removal of vehicles, the tow service operator shall remove, transport and dispose of all debris and fluids, including oil and gasoline, resulting from accidents in compliance with all applicable federal, state and local regulations concerning hazardous materials. In the event a call to remove a disabled vehicle is received by the tow service operator, necessitating response prior to completion of site clean-up, the tow service operator shall clear the current site sufficiently to restore normal traffic movement before proceeding to the subsequent request. Any vehicles remaining shall be towed to the storage facility at the earliest opportunity.

In the event the tow service operator receives an additional call to remove a disabled vehicle that is interrupting traffic flow while an earlier call is being processed, the tow service operator shall clear the site specified in the prior call sufficiently to restore normal traffic movement and immediately proceed to the site specified in the additional call. Any disabled vehicle deposited or parked by the tow service operator at the site specified in any call shall be towed to storage at the earliest opportunity after the tow service operator has complied with the above provisions for restoring traffic movement at all specified sites.

On any private party tows, the tow service operator shall observe and notify CMPD of any damage to City property.

**ABANDONED VEHICLES**

Abandoned vehicles and private party tows shall comply will all provision of California Vehicle Code Section 22651 et seq. and 22658 et seq. Failure to comply may result in disciplinary action up to or including termination of the contract.

**COSTA MESA MUNICIPAL CODE ARTICLE 18**

Each tow service operator shall comply with all applicable sections of Title 9, Chapter II, Article 18 of the Costa Mesa Municipal Code and any amendments thereto from time to time.

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**TOWING SERVICE REQUIREMENTS**

Each tow service operator shall render 24 hours, 7 day a week towing service, and the service area shall include the entire city limits of Costa Mesa. Towing companies shall respond to the scene within 15 minutes from the time when called by the Costa Mesa Telecommunications Dispatch Center. The response time for a Heavy Duty (Class C) & Super Heavy Duty (Class D) vehicle tow may be up to 45 minutes.

The tow service operator agrees that its service, including the releasing of vehicles, will be available on a 24-hour, 7 day-a-week basis and that it will provide the Costa Mesa Police Department with a complete description of its towing operation for the City of Costa Mesa at the time it signs this Agreement. For any vehicle release during business hours, a person should wait no longer than 20 minutes to take possession of his/her vehicle after payment of fees. After business hours, a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator.

Each tow service operator is required to have dispatching capability to their trucks/drivers 24 hours per day.

The tow service operator on call will maintain a minimum of one driver on-duty at all times. In addition, at least one driver will be on stand-by at all times.

The tow service operator, or its employees, operators or agents shall not have any financial interest in any repair shop(s) to which private parties are referred by that tow service operator, employee, operator or agent. The tow service operator is prohibited from requiring tow to any particular repair shop(s) and is prohibited from requesting or receiving a fee from any repair shop(s) for towing a vehicle to that facility or for a referral to that facility.

The tow service operator or its employees, operators or agents shall not engage in practices commonly referred to in the tow services business as "soliciting", "cruising", or "poaching."

**Contract Tow Service Operators**

All tow service operators shall conduct their business in an orderly, ethical, business-like manner and use every means to obtain and keep the confidence of the motoring public.

All tow service operators shall be responsible for the acts of their employees while on duty and for damage to vehicles while in their possession.

All tow service operators shall be responsible for the protection of police-impounded vehicles regardless of the location of storage until the vehicles have either been released to their owners or disposed of through legal process.

Part of the tow service operator's responsibility is to keep current on all laws and regulations associated with being a tow operator.

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No contracted tow service operator shall be directly involved in the towing related business of any other towing service contracting with Costa Mesa or with a company providing private security services which have the power or duty to patrol or enforce parking regulations on private or public property.

All tow service operators shall comply with sections 9880.1 through 9884.17 of the California Business and Professions Code with regard to unauthorized charges or repair work on the vehicle in its charge and posting of notices.

The tow service operator shall maintain a current/valid motor carrier permit and provide the CMPD with a current copy. Failure to maintain a valid copy will result in automatic suspension of all activity until a valid motor carrier permit is obtained.

The tow service operator shall maintain current registration on all vehicles. Each tow service operator must provide CMPD with a copy of valid registration for each vehicle in his/her fleet. Failure to maintain current registration on any vehicle will result in removing the vehicle from towing services for the City of Costa Mesa until valid registration is obtained.

The tow service operator must maintain the standard current/valid insurance as required by the City of Costa Mesa, as defined in the Request for Proposal document. Auto insurance must be maintained for each vehicle. The insurance certificates must be provided to the CMPD. The insurance certificates must be approved by the Risk Management Division. Failure to maintain current/valid insurance may result in suspension of all towing activity until current/valid insurance is obtained.

The tow service operator is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol free workplace. The tow service operator is required to have a drug and alcohol policy in writing, which must be distributed and made easily accessible to all of their employees. The tow service operator is required to provide a copy of their hiring policy to the CMPD, and any changes to that policy shall be submitted in writing to the CMPD as well. Failure to comply with the requirements of this document and the requirements set forth in the contract will be handled on a case by case basis and may result in suspension and or termination from providing tow services for the City of Costa Mesa.

The tow service operator shall notify the CMPD of any vehicles being towed or stored within the City pursuant to private party requests, prior to leaving the City limits or within 30 minutes of vehicle storage, whichever occurs first.

The tow service operator shall notify outside jurisdictions of any vehicles being towed or stored from that jurisdiction, *prior* to bringing the vehicle *into* the City of Costa Mesa.

Notwithstanding any provision or language that might indicate to the contrary, in responding to a call from the CMPD, the tow service operator shall have no claim against the City of Costa Mesa for the cost of its service rendered, but shall look solely to the owner of the vehicle transported. No representation is made by the City of Costa Mesa that such person will be financially responsible.

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All personal property located within towed or stored vehicles shall be surrendered to the vehicle owner upon request and upon presentation of proper identification unless the vehicle is to be held for evidence.

Any change in operating locations of a towing service provider shall be reported, in writing, to the CMPD at least thirty (30) days prior to such change.

Each contract tow service provider shall comply with Section 27907 of the Vehicle Code of the State of California regarding signs on tow trucks. Only tow trucks bearing the name of the towing service called shall be dispatched to the scene of need.

All vehicles stored or impounded as a result of a tow ordered by the City of Costa Mesa shall be towed directly to a towing service storage lot unless the CMPD or other person legally in charge of the vehicle requests that it be taken to some other location.

### **Tow Yard Requirements**

#### **General Requirements**

All stored vehicles shall be stored and released from the tow service provider's office which shall be located within five (5) miles from the Costa Mesa Police Station (99 Fair Drive, Costa Mesa, California 92626).

Towing service storage lots shall be adequately fenced with gates locked and secured and reasonably well-lighted to maintain a maximum of security for stored and impounded vehicles. All storage lots must be inspected and approved by CMPD.

Open area storage yard(s) shall comply with all requirements of the zoning and building codes of the jurisdiction of the facility. Perimeter gates and fencing shall be maintained to ensure security and discourage unauthorized access.

There shall be adequate lighting to illuminate the entire storage/impound lot as well as all structures thereon. Evidence of compliance may be provided through photo metrics on a site plan. This compliance shall be presented to the CMPD and Costa Mesa Planning Division, if requested. Lighting shall be directed so as not to interfere with neighboring uses. Sign(s) identifying the tow service business to the public shall be visible and legible from the street during daylight and evening hours. A ring down line shall be provided at the tow yard/business office for direct ring to tow yard operator after hours.

Adequate open storage space shall be provided to accommodate stored, impounded, and disabled vehicles resulting from CMPD calls for towing services. The minimum capacity of such a lot shall be not less than 100 standard size, 4-wheel vehicles dedicated solely to the City of Costa Mesa for towed vehicles. Tow service operators may have more than one lot in order to accommodate the 100 vehicles.

The CMPD reserves the right to require any other security devices as deemed reasonably necessary.

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Any damage to wall structures shall be repaired within 24 hours to ensure proper protection for the stored/impounded vehicles.

Prior to the utilization of a new storage facility, the tow service operator shall obtain the approval of the Chief of Police or his designee and furnish the new address thirty (30) days in advance for inspection.

**Storage Security Responsibility**

The tow service operator shall store all vehicles, together with all accessories and equipment on said vehicles and all personal property in each vehicle, in storage facilities approved by the City of Costa Mesa for Official Police tow storage. Facilities utilized by the tow service operator for Police tow storage must be located within a five (5) mile radius of the Costa Mesa Police facility.

The tow service operator shall be held accountable for all personal property, vehicle accessories, together with the vehicle stored within its storage facility. The City of Costa Mesa, its officers, agents, and employees shall be relieved of all responsibility.

The tow service operator shall not remove personal property from a stored vehicle. If the registered owner removes personal property from a stored vehicle, the tow service operator shall maintain documentation of such and will require a signed receipt from the registered owner for property released. The tow service operator shall immediately notify the CMPD if any contraband, weapons or hazardous materials are found in the vehicle(s).

No vehicle impounded at the direction of the CMPD shall be released, sold or dismantled without written approval (signed release) from the Costa Mesa Police Department.

Upon signing CMPD Form No.180, tow service operator assumes full responsibility for the vehicle and its contents.

**Evidence Hold or Special Handling Requirements**

- The secured evidence hold area must be within the confines of the tow service provider's primary storage facility, within the five miles of the Costa Mesa Police Station.
- It is required that the tow service provider is able to provide an enclosed "evidence hold" area. The hold area must contain four walls, a solid roof, and a door with a locking device for protection from the elements of weather and other forms of contamination.
- The bottom edge of the enclosed structure shall not be more than 2" above the finished parking surface of the enclosed area.
- This space must be adequate to contain at least one full-sized passenger vehicle. Please note the CMPD requires five (5) such evidence hold spaces.

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- Vehicles impounded by the CMPD for special investigation shall be stored in evidence hold until cleared by the investigating officers, at which time the owners shall be permitted a 48-hour grace period at no charge in which to remove the vehicles from storage. Under no circumstances shall contents of vehicles with a "Police Hold" be removed.
- The area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures, or other objects.
- Structure shall have a hard floor of either concrete or asphalt.
- Only items being held as police evidence shall be kept in the "evidence hold" storage area. The "evidence hold" storage area and floor will be kept in a clean condition.
- There must be adequate lighting and electrical power immediately available to this area.
- The area shall be free of pedestrian and vehicle traffic during the inspection.
- Vehicles with "evidence holds" shall not be touched, moved, or tampered with in any manner without the Costa Mesa Police Department's written consent.
- Protection shall also be provided to preclude evidence contamination by employees and other individuals during normal business hours.
- A log shall be maintained to document date, time, name and purpose of all person(s) entering the storage area for vehicles with "evidence holds."
- The tow service operator shall not charge the City for storage of vehicles that involve evidence hold.

**BUSINESS OFFICE**

The tow service provider must have one specific main business office location within five (5) miles of the Costa Mesa Police Station at which vehicles are released. The tow service provider must have been in the towing business a minimum of 24 months within the County of Orange, prior to the start of contract. If telephones are the means of communication for receipt of calls from the CMPD, tow service provider shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the CMPD in writing with effective the date of the change.

- Each tow service provider shall have a staffed business office within a five mile radius of the Costa Mesa Police Station. The office shall be staffed with employees that can release vehicles, file and maintain documents, and answer questions from the public; both in person and on the phone, and/or electronically by e-mail.

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- The business office shall include either the tow service operator or a person who has the authority to conduct business and make decisions on behalf of the tow service operator for administrative purposes and release of vehicles.
- The office shall be staffed and open for business Monday through Friday, 8:00 a.m. - 5:00 p.m. Hours and charges shall be posted for public view in an unobstructed area inside the office.
- During business hours, the tow service office staff shall release any vehicle, upon payment of fees, within 20 minutes. After business hours, a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from tow service operator. A ring down line shall be provided at the business office for direct ring to tow yard operator after hours.
- The tow service office may be closed on City of Costa Mesa recognized holidays; however those days will be posted in the tow office and visible to the public at least five (5) business days in advance, provided, however, that the operator must still comply with the requirement that no person waiting to take possession of his/her vehicle shall wait longer than 30 minutes for response from the tow service operator.
- The towing service office shall possess a valid City of Costa Mesa Business License.

**Business Office Staff**

Employees of tow service operators are to provide good customer service at all times.

Employees shall refrain from any acts of misconduct including, but, not limited to, any of the following:

- 1) Rude or discourteous behavior.
- 2) Lack of service, selective service, or refusal to provide service which the operator is or should be capable of performing.
- 3) Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.
- 4) All tow service operators shall comply with section 1.4 of the Professional Service Agreement:

Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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**Charges for Towing and Related Services**

Initial Towing Fee and Daily Storage Charges shall be in compliance with California Vehicle Code Section 22658 and in accordance to the rates established based on the Municipal Code Section 9-292 and 9-293.

Tow and storage rates shall be posted conspicuously in public view, in accordance with California Civil Code Section 3070 (17" x 22" - with 1" letters)

The tow service operator agrees to provide the following services under this agreement at or below the rates established periodically by the City Council in accordance with Section 9-284 of the Costa Mesa Municipal Code:

- Basic Tow/Flat Bed Tow
- Heavy Duty Tow (over  $\frac{3}{4}$  ton)
- Super Heavy duty (over 1 ton)
- Inside Storage
- Outside Storage
- Storage of trucks, trailers, buses
- Storage of motorcycles
- Tow Dolly
- Dropped Drive Line
- Winching/Recovery
- Labor
- After Hours Release
- Street clean up after accident (no tow) – hourly rate
- Lock outs/Extrication

With the exception of the basic tow rate, the preceding services are based on a 24-hour period. No charge or other fee shall be collected for a dry-run, i.e., when none of the above chargeable services is rendered by the tow service operator. It will be the tow service operator's responsibility to collect its fees for services under this agreement and City of Costa Mesa shall not be responsible in any way for such charges.

In the event the Costa Mesa Police Department errors in impounding a vehicle or for any other reason in the CMPD's sole discretion concludes a vehicle should be released without any charges, it shall be released immediately by the tow service operator without charge upon request by the CMPD.

The tow service provider must honor "no charge" or "reduced charge" towing fee waiver forms completed by an authorized Costa Mesa Police Watch Commander, Traffic Sergeant or higher, or Detective Sergeant or higher.

If clean up at collision locations is requested and no vehicle tow is being requested, the towing service provider may charge the City for clean up at the agreed rate based upon hours verified by CMPD on site.

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Annually the fees established by the City Council shall be subject to automatic annual adjustments in proportion to the percentage change in the Consumer Price Index ("CPI"), All Items, for All Urban Consumers in the Los Angeles-Anaheim-Riverside Area for the preceding year, whichever is greater, promulgated by the Bureau of Labor Statistics of the U.S. Department of Labor. In no event shall the annual adjustment to the towing fees exceed 5 percent (5%) in any adjustment period.

The automatic adjustments shall commence on June 1, 2009, and shall continue every year thereafter on the same date. The automatic adjustments shall be calculated by means of the following formula:

$$A = B \times (C/D)$$

A = Adjusted Fees

B = Base fees as originally set by the City Council.

C = Monthly index for the third month prior to July) of each year in which each fee rate adjustment is to become effective.

D = Monthly index for the month of the Effective Date of this Lease.

In the event that the CPI is not issued or published, for the period for which such minimum encroachment fee is to be adjusted and computed hereunder, or in the event that the Bureau of Labor Statistics of the United States Department of Labor should cease to publish said index figures, then any similar index published by any other branch or department of the United States Government, shall be used; and if none is so published, then another index generally recognized and authoritative shall be agreed upon by the City and the two service operator.

The tow service provider may request a rate increase over and above the CPI increase no more often than once per year. Any such request must be made no later than December 1<sup>st</sup> of each year and each request shall specifically detail the basis of the fee request.

**City Recovery of Administrative Fees**

The tow service provider must collect the City of Costa Mesa's reasonably borne administrative costs, on behalf of the City of Costa Mesa, in the prescribed amount established by the City User fees each year. The tow service provider must remit the collected fees on or before the 20th day of each calendar month. Payments must be made by check, payable to the City of Costa Mesa. Payments must be accompanied by statements indicating the number of towing incidents applied to compute the total fees remitted. The City has a right to request an audit at any time. If the audit is performed and errors are found, then the City may charge the tow service provider for the audit costs.

**Payment**

Payment of cash or credit card with proper identification will be accepted by the tow service operator on calls for any services provided. The tow service operator, when responding to other CMPD ordered tows, will accept payment in the manner consistent with California Vehicle Code Division 11 Chapter 10 Article 1 Section 22651.1 as shown below:

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*Towing or Storage Charges: Payment 22651.1. Persons operating or in charge of any storage facility where vehicles are stored pursuant to Section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction.*

*Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.*

**TOW TRUCK DRIVERS**

1. Drivers shall perform all towing and recovery services in the safest and most expedient manner possible.
2. The tow service operator shall ensure that drivers assigned to respond to City of Costa Mesa service calls are qualified employees; trained and proficient in the use of the tow truck and all related tow equipment and able to apply the procedures necessary to safely tow and recover vehicles serviced under this Contract.
3. All Drivers assigned to respond to City of Costa Mesa service calls will be:
  - Punctual
  - Able to speak and write English fluently and clearly
  - Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his designee.
  - Possess a valid California Driver's License (CDL) (see #4 below)
  - Not under the influence of alcohol or any controlled substance
  - No DUI convictions within seven (7) years
  - Neat, clean and well groomed in appearance

Tattoos – In order to ensure a professional appearance for all tow service providers in Costa Mesa, all tattoos must be concealed by operators while working. Operators will be required to conceal any tattoos with gloves, collars, long sleeves, or by other means acceptable to the CMPD. Facial tattoos of any variety are not permitted. No facial piercings shall be worn while on duty. If there are any questions, clarification/authorization may be obtained by contacting the Police Chief's designee.

4. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed. Class A licenses must be endorsed by DMV to allow for operation of special vehicle configurations and/or special cargo.

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5. All Drivers will be required to submit to a City of Costa Mesa criminal history records check including fingerprinting. Felony and misdemeanor convictions may be disqualifying. The City of Costa Mesa may elect to issue ID cards to those employees that successfully pass the background check.
6. The tow service operator shall maintain and provide the CMPD with a current list of drivers upon contract award, or upon request. Specific details required are noted in the Records and Reporting section of this document (page 21).
7. The tow service operator shall notify the CMPD in writing, (includes e-mail correspondence), of any change in drivers or driver status and provide the CMPD with an updated list of drivers within seven (7) calendar days following date of change during the term of the contract.

**Driving Infractions of Employees**

The tow service operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

- 1) In the event of a traffic infraction by a rotation tow truck driver, the tow service operator will be advised of the violation by the CMPD. The tow service operator will be granted the opportunity to take necessary steps to ensure that the driver complies with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employees.
- 2) Any misdemeanor traffic violations may be cause for immediate disciplinary action against the operator and/or the involved employees.
- 3) Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude may be cause for suspension or removal of the employee or operator or denial of operator application, or termination of the contract.
- 4) An operator or employee arrested/charged for a violation involving any of the crimes listed in number 3, above, may be suspended from rotational tow until the case is adjudicated.
- 5) CMPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by CMPD will be referred to the agency with investigation jurisdiction.
- 6) Nothing herein shall be deemed to prohibit the CMPD from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the Chief of Police or his/her designee, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the agreement.

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Operators shall not employ tow truck drivers with poor driving records or with traffic-related felonies. To do so knowingly or negligently would be grounds for suspension or termination.

Example:

1. A driving record reflecting four (4) or more points in twelve (12) months constitutes a poor driving record. Five (5) or more points in twenty-four (24) months constitute a poor driving record.
2. A driving record reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.
3. A driver with a commercial license reflecting three (3) or more points in twelve (12) months constitutes a poor driving record. Four (4) or more points in twenty-four (24) months constitute a poor driving record.
4. For a driver with a commercial license reflecting a conviction for driving while under the influence of intoxicating liquor or narcotic/drugs or both, within the preceding seven (7) years constitutes a poor driving record.

**Drivers Training**

The tow service operator is solely responsible for the training of its employees. The operator shall ensure tow truck drivers responding to calls initiated by the Costa Mesa Police Department have completed the training as defined in Section 2436.5 of the California Vehicle Code within the past five (5) years. The tow service operator shall provide proof of said training for every driver on staff. The training shall include, but not be limited to, all of the following:

- (1) Tow truck driver and motorist safety.
- (2) Vehicle operation.
- (3) Traffic control and scene management.
- (4) Communication procedures.
- (5) Demeanor and courtesy.

**Drivers Licensing**

The towing company shall ensure that only qualified and competent tow drivers respond to calls initiated by the Costa Mesa Police Department. Tow drivers shall be at least twenty-one (21) years old (in compliance with CVC Section 12515b) and possess the following minimum class driver's license:

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1. Class A tow trucks - a valid Class C (3) license or a valid Class A (1) license with a valid medical certificate.
2. Class B tow trucks - a valid Class A (1) license with a valid medical certificate.
3. Class C tow trucks - a valid Class A (1) license with a valid medical certificate.
4. Class D tow trucks - a valid Class A (1) license with a valid medical certificate.

The Class A (1) licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. Tow truck drivers shall have the proper class of license and endorsement(s) for vehicle and cargo being transported as shown below:

<u>VEHICLE TYPE OR CARGO</u>	<u>CLASS LICENSE</u>	<u>ENDORSE/CODE</u>
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

Whenever tank vehicles, double trailers, and hazardous materials carriers are towed or driven, the driver needs to possess the appropriate class of license and endorsement.

Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.

Tow truck drivers may obtain a Class A driver's license which is restricted to towing other vehicles.

The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

All tow truck drivers must be proficient in unlocking locked vehicles with minimal damage, when so requested by the Costa Mesa Police Department.

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**Employee Uniforms**

Each tow service operator shall be required to furnish their employees with a distinctive company uniform. Each uniform shall have the firm name, as well as the employee's name, in a conspicuous place. The tow company name and driver's first name shall be easily visible at all times; meaning that protective or inclement weather outer garments must meet this standard. Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. Minimum requirements for uniforms include a shirt, pants, and appropriate safety shoes. All drivers shall be in uniform before any towing or service operation begins. No wording, designs, photos, gestures, or anything that could be considered offensive or obscene to the general public shall be displayed by the tow drivers or on any part of the uniform. These dress standards are required in order to project a professional and positive image to the motoring public, of the towing company representing the City of Costa Mesa and the Costa Mesa Police Department.

Drivers shall wear safety vests or reflectorized clothing that conforms to Occupational Safety and Health Administration (OSHA) requirements. Alternatively, the OSHA safety requirements may be incorporated into the uniform, jacket, or rain gear, as long as these items are worn as the outermost garment.

**TOW TRUCK CLASSIFICATIONS AND EQUIPMENT**

All tow trucks and their equipment shall be in good working condition. Once a tow truck has arrived at a scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or obstruct traffic, and remove any debris and fluids (except clear water) on the ground originating from the vehicles. Undue delay includes, but is not limited to, delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment, and the lack of necessary equipment or supplies to remove a vehicle and/or clean the scene.

The tow service operator agrees to maintain all of its tow vehicles in compliance with the provisions of the California Vehicle Code, including but not limited to, Sections 24605, 25253, 25300, 27700, all vehicle code sections regarding smog equipment requirements, consistent with industry standards and practices. Said equipment requirements shall be maintained throughout the term of the Agreement. The tow service operator also agrees that all tow vehicles and tow trucks shall be maintained in a clean and neat manner and in sound mechanical condition at all times and that on all accident calls the tow service operator will clean up and remove all debris from the accident scene as required by the CMPD.

The tow service operator must comply with all federal, state, and local air pollution control laws and regulations applicable to tow services.

The equipment and performance of each towing service provider shall be subject to periodic review and/or inspection by the Chief of Police or his/her designee.

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Each tow truck shall be equipped with:

- Two-way radio or telephone or other acceptable communications equipment. Citizen's Band Class D is not acceptable.
- Two (2) covered buckets, each having a minimum capacity of three (3) gallons. One bucket will contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with EPA guidelines) capable of soaking fluids, and the second one to be used for placement of debris and other materials cleaned from an incident site.
- One (1) broom.
- One (1) shovel.

All State and Federal E.P.A. Guidelines shall be followed.

Control/Safety Labels - All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

All tow trucks under CMPD Contract, shall clearly display in contrasting colors, the name of the tow company, address, telephone number and truck number.

Tow trucks shall not display the words "Official Police Tow" or words to that effect, without prior written approval from the Costa Mesa Police Department.

### **Classes of Tow Trucks**

Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

There will be four (4) classes of tow trucks covered under this Policy.

#### *Class A - Light Duty:*

The tow service operator shall maintain a minimum of five trucks with a manufacturer's gross vehicle weight rating (GVWR) of 10,000 to 19,500 pounds with wheel lift capability, and may have a car carrier. Class A equipment must include a 4 ton recovery equipment rating and 100 feet of 3/8" 6x19 cable or OEM Specifications.

A towing company that has a car carrier may be exempted from the wheel lift capability requirements; however, the car carrier must be an additional unit. A Class A (cc) one vehicle must be equipped with 10,000 to 16,000 GVWR chassis. Class A (cc) one vehicle must be equipped with a 16,001 to 19,500 GVWR chassis. Both must be equipped with a 3/8" 6x19 cable or OEM specifications.

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*Class B - Medium Duty:*

The tow service operator shall maintain at least one tow truck with a manufacturer's gross vehicle weight rating (GVWR) of 19,501 to 33,000 pounds. The truck shall be capable of providing air to the towed vehicle. Class B equipment must include a 19,501 to 33,000 GVWR chassis and 150 feet of 7/16" 6x19 cable or OEM specifications.

The tow company may also have a car carrier; however, the car carrier must be an additional unit. A Class B (cc) must be equipped with a 19,501 + GVWR chassis and 50 feet of 3/8" 6x19 cable or OEM specifications.

*Class C - Heavy Duty:*

The tow service operator shall maintain access to at least one three axle tow truck with a manufacturer's gross vehicle weight rating (GVWR) of at least 33,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class C equipment must include a 33,000 to 50,000 GVWR chassis, 25 ton recovery equipment rating, and 200 feet of 5/8" cable or OEM specifications.

*Class D - Super Heavy Duty:*

The tow service operator shall maintain access to at least one three axle tow truck with a manufacturer's gross vehicle weight rating (GVWR) of at least 50,000 pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle. Class D equipment must include a 50,000 GVWR chassis, 30 ton recovery equipment rating, and 250 feet of 3/4" 6x19 cable or OEM specifications.

**Inspections**

Tow trucks - An annual inspection will be conducted to determine if the applicant's tow vehicles comply with all the provisions of Sections 24605, 25253, 27700, and 27907 of the California Vehicle Code.

1. This inspection may be done by commercial enforcement officers as directed by the Costa Mesa Police Department and shall be done on an annual basis. If so done, the inspection sheet will be forwarded to the Costa Mesa Police Department Traffic Bureau for their files. Tow trucks found in violation of the Vehicle Code Equipment Sections shall be repaired then inspected by the Costa Mesa Police Department before returning to service.
2. Failure to correct deficiencies or equipment violations shall result in the tow service being suspended from the CMPD rotation list without further notice until the deficiency or violation is corrected.
3. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer and a tow truck inspection (Tow Truck Inspection

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Guide) conducted by either a commercial enforcement officer or officer. Upon successful completion of the inspection, a sticker or decal shall be issued by the City of Costa Mesa to the inspected vehicle. Evidence of a valid CHP inspection and current sticker will also be acceptable.

4. Tow Facility - The CMPD reserves the right to conduct an inspection at any time of the tow service facilities and/or its equipment. However, a mandatory inspection will be conducted annually.
- If any deficiencies and/or violations are discovered during the initial inspection at the time of and for the expressed purpose of a new contract, the tow service provider may be disqualified without the courtesy of a correction period.
  - If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).
  - Exception: Any damage to wall and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.

**CHARGES AND LIEN SALES**

The tow service operator must be familiar with all Department of Motor Vehicle (DMV) laws and have the expertise to handle the paperwork for the Abandoned Vehicle Abatement Program (AVA), including lien sales, invoices and billing for each individual abated vehicle.

The tow service operator shall comply with the California Vehicle Code Section 10652 in reporting the storage of the vehicles over 30 days. The copy of the notice shall be forwarded to the appropriate agency.

Towing service providers shall, when disposing of unclaimed vehicles, abide by all California Code Sections pertaining thereto. Vehicles flagged by CMPD for destruction may not be sold by lien sale, but must be destroyed and certificate of destruction must be provided to the CMPD.

After seventy-two (72) hours, operator may bill the registered owner for lien sale charges, not to exceed the amount actually expended by operator. Operator shall not bill the City of Costa Mesa for such charges.

If hook-up or service has begun and is canceled by the vehicle owner/agent, or the CMPD, charges owed (drop fee) shall be no more than one-half of the regular towing charge.

The registered owner of any vehicle that spills a fluid requiring a tow company to use absorbent may be charged the current clean-up rate by the tow service provider.

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**Charges for “Evidence Hold” Vehicles**

The initial towing fee shall be billed to the registered owner of the vehicle.

Storage for evidence hold shall commence only upon notification by an authorized CMPD Officer.

All such vehicles shall be released from evidence as soon as practicable with CMPD to provide formal notification to operator as to the effective date of release. Any storage occurring after such effective date shall be charged to the vehicle’s owner(s) in accordance with scheduled rates.

Whenever a vehicle is held for evidence, the contract tow service provider will contact the CMPD by the third calendar day of storage to confirm its status. Notification will be made to a Supervisor in the appropriate Division or Bureau as indicated on the impound form.

All lien sale proceedings for stored/impounded vehicles shall be in accordance with California Vehicle Code Sections 9800 through 9808, 22851(a) through 22856, and Civil Code Sections 3067 through 3075.

The contract tow service provider shall comply with all provisions of California Vehicle Code Section 22850.3(b) for vehicles impounded pursuant to Vehicle Code Section 22850.

**FINANCIAL INTEREST**

- A. No tow service provider or applicant shall be directly involved in the towing related business of any other tow service provider or applicant within the City of Costa Mesa. Directly involved shall mean any of the following in common between tow service operators or applicants:
  - 1. Business license
  - 2. Insurance
  - 3. Tow truck or equipment ownership
  - 4. Employees
- B. Storage facilities sharing property with other businesses or services must be separated by conditions or barriers meeting with the approval of the CMPD as defined in the Police Tow Policy Guidelines.
- C. No tow company may transfer or assign its Agreement with the City without the express written consent of the City of Costa Mesa.
- D. City personnel shall not be offered gratuities, and requests for gratuities shall not be honored by contract tow service providers, towing employees or associates of each towing company. A violation of this section shall be cause for suspension or termination of the towing contract.

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**ROTATION RULES**

Whenever a vehicle owner is unable to specify a particular tow service, the tow service called shall be the next tow provider from the rotation list, in the proper order. The rotational list shall be under the control of the City's Telecommunications Division to ensure an equitable distribution of calls. The current method used by the City of Costa Mesa for tow rotation is based on alternation of each tow provider after a one-week period. When more than one vehicle is to be towed from an accident scene, the contract tow service provider on rotation shall have preference on service to all vehicles at an accident scene. If they cannot handle service for all vehicles, the next contract tow service provider up on rotation shall be called to assist and shall not lose their position on the rotation list.

The tow service provider shall advise the CMPD at the time of notification, if they are either unable to respond or unable to meet the required response time. If, after accepting the call, the contract tow service provider is unable to respond or will be delayed in responding, the towing company shall immediately notify the Telecommunications Division Dispatch Center.

There may be times when a tow company that was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway or a vehicle is a hazard in the roadway and a Costa Mesa Police Officer requests their assistance in clearing the roadway. In such a case, the towing company may be requested to move the vehicle to a safe location, as directed by the Officer and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the tow service provider's place in the rotation.

A towing company shall not respond to a Costa Mesa Police Department call assigned to another tow service unless requested to do so by the CMPD.

**FREE SERVICES PROVIDED TO THE CITY**

**Towing Services for City-Owned Vehicles**

The tow service operator shall tow any CMPD and/or other City vehicles (under 6,000 lbs.), disabled within the City of Costa Mesa limits, at the request of City staff, free of charge. Any City vehicle weighing more than six thousand pounds (6,000 lbs.) shall be charged the standard tow rate. Towing of any CMPD and/or other City vehicles outside the City of Costa Mesa limits shall be charged the tow mileage rate only.

In addition, the towing operator shall provide free tire change, jump start and assistance with lockout for all City vehicles requiring assistance within the city limits.

**Costa Mesa Fire Department Training Vehicles**

When possible or upon request from the Costa Mesa Fire Department (CMFD), the tow service operator shall provide the CMFD with up to two unclaimed vehicles that are ready for demolition each month, for training purposes. Tow service operator shall make arrangements

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with CMFD to drop-off and pick up vehicles from the CMFD training lot at 2300 Placentia Avenue, Costa Mesa, California 92627, at no charge to the City.

**RECORDS & REPORTING**

1. The tow service operator shall maintain an accurate record of all vehicles towed pursuant to this contract.
2. The operator shall maintain records of all tow services furnished. The records shall be maintained at the operator's place of business. Invoices shall at a minimum include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.
3. The tow service operator shall file required reports and notifications with the California Department of Motor Vehicle Division in the manner required by law.
4. The tow service operator's record keeping system must allow the tow service operator to quickly and efficiently locate records and information.
5. All records for CMPD impounds and storage shall be maintained in jacket files, segregated from the files of other Law Enforcement Agencies.
6. Reports submitted shall contain information concerning services provided under this contract only.
7. At the operators primary office, business records shall also be maintained relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communication Commission licensing (if applicable), and non-police tows.
8. The records of all vehicles impounded or stored at the direction of the City of Costa Mesa shall be available for inspection only to authorized employees or officials of the City of Costa Mesa.
9. The CMPD may inspect all operator records without notice during normal business hours.
10. Operators shall permit the CMPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. The CMPD shall provide a receipt for any (original) record removed from the place of business.
11. Records shall be maintained and available for inspection for four years from the date that the current contract commences.
12. Failure of the operator to comply with the inspection requirements shall be cause for suspension.

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13. The tow service provider shall maintain a current list of drivers and shall furnish a copy of same to the Costa Mesa Police Department on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. Specific information furnished shall include:
- Name
  - Residence address
  - City
  - Zip Code
  - Telephone numbers
  - Date of birth
  - Driver's license number
  - Vehicle unit number
  - Tow operator's permit number
  - Date of permit
  - Date of hire
  - Date of current list
  - Any other personnel information that may be requested by the Police Department

This information shall be supplied on a towing service personnel report form. This form must be signed and dated by a tow company representative. False and/or misleading information is cause for termination.

14. Each tow service provider shall record its time in and its time out on every official assignment. Such records shall be made available and open to examination by the City of Costa Mesa.
15. The tow service operator shall submit this daily list of towed vehicles to CMPD's Traffic Safety Bureau every month unless other mutually agreeable arrangements are made in a format agreed upon by the Traffic Safety Bureau and the tow service operator.
16. A representative from the Traffic Safety Bureau may contact the tow service operator via telephone daily to compare the tow service operator's list of towed vehicles with CMPD's list of towed vehicles.
17. The tow service operator shall submit a report of released vehicles to the Traffic Safety Bureau upon reasonable request. The report shall contain the following information for each vehicle:
- Date vehicle was towed and beginning date of storage period
  - Location of pick up
  - Date and time of release
  - Vehicle year
  - Vehicle make
  - Vehicle model
  - License plate state and number
  - Vehicle identification number

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- Case number
- Name, address and telephone number of person to whom released
- Proof of identity provided
- Name of employee releasing vehicle

18. Towing service providers shall submit a monthly report to the Traffic Safety Bureau which shall include the following information:

- Total police impounds
- Number of times dispatched by the Costa Mesa Police Department
- Number of Costa Mesa Police Department calls resulting in impounds
- Number of calls answered in which time beyond one (1) hour was required to handle

A copy of the monthly report shall also be provided to the Finance Department with remittance of administrative fees due on or before the 20<sup>th</sup> day of each calendar month.

19. Records shall be available to the City of Costa Mesa for inspection upon request and shall contain the following information for each vehicle:

- Date and time of tow
- Location of vehicle when hooked up
- Name of tow vehicle operator
- Name and identification number of Officer requesting tow
- Storage facility name and address
- Present physical location of vehicle, if stored

20. Identification of vehicle including:

- Year, make, model, vehicle identification number, license plate state and number, color(s)

21. Release or other disposition information including:

- Date and time of release
- Name, address and telephone number of person to whom released
- Proof of identity provided
- Name of employee releasing vehicle
- Police report number
- Fees charged

22. Records for each vehicle shall be maintained for a period of not less than four years from the date of each tow. Records shall conform to generally accepted accounting principles.

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23. The tow service operator shall maintain a list of all vehicles towed under this contract during each calendar day. A calendar day begins at 12:00 AM and ends at 11:59 PM the same day. The list shall include the following information:

- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number

**COMPLAINTS**

Complaints against tow service operators will be documented on a Costa Mesa Tow Complaint form. The CMPD may send out a customer survey from time to time. Complaints will be received and investigated for allegations of, but not limited to:

- Discourteous service
- Unethical business practices
- Unsafe or improper handling of stored or impounded vehicles
- Over-charging for services
- Excessive delay in responding to calls
- Unsafe towing equipment
- Violations of State Laws
- Violations of City Ordinances
- Deficient facility security
- Deficient facility storage conditions
- Failure to comply with City of Costa Mesa Tow Policy
- Failure to perform according to the Towing Agreement
- Failure to keep required records

Complaints will be assigned to the Police Chief or his/her designee for investigation. Staff will endeavor to send a copy of the complaint and a letter requiring a response, within ten (10) business days, to the affected towing company's owner(s).

No notice shall be sent or delivered if it is determined that notification will impede or interfere with Police investigations.

The tow service provider shall respond in writing to the complaint within ten (10) business days from the date of the City's letter. Failure to respond within ten (10) business days will result in the investigating officer making a decision to the complaint based on the information available.

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The investigating officer will consider all the evidence available and assign a disposition to the complaint. The disposition categories are:

- Unfounded - Incident did not occur or did occur but was lawful and within Policy.
- Inconclusive - Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.
- Sustained - Incident occurred and was either contrary to the Towing Policy, Towing Agreement, State Laws, or City Ordinances.

The tow service provider and complainant will then be notified of the disposition of the complaint in writing.

**DISCIPLINARY ACTION**

- A. If a complaint is determined to be sustained, and the circumstances or prior record show cause for a suspension or termination of the tow service provider's service, the officer investigating the complaint will present the facts to the Police Chief's designee with a recommendation for disciplinary action.
- B. The Police Chief's designee will review the facts and the recommendations. Upon doing so, the Police Chief will either concur with the recommendation or determine another course of action.
- C. If the Police Chief arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded, as a recommendation to the City Manager, whose decision will be final.
  1. The tow operator shall receive a copy of the Police Chief's recommendation at the time it is forwarded to the City Manager, and shall have ten (10) calendar days to respond in writing to the City Manager.
  2. After consideration of the Police Chief's recommendation and any timely written submission of the tow operator, the City Manager shall issue a written determination of whether he concurs with the decision to suspend or terminate a contract tow service provider's services. The towing company will be promptly notified in writing of the impending disciplinary action.

**TERMINATION**

The City of Costa Mesa may terminate any agreement during its term without cause by providing a thirty (30) day written notice to the contract tow service operator. The City of Costa Mesa may terminate this contract for cause five (5) days after written notice is given. The

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contract may be terminated for cause by the City of Costa Mesa upon the occurrence of any one or more of the following events:

1. Failure of the tow service provider to comply with any of the provisions of this Agreement.
2. Repeated and/or flagrant violations of the Vehicle Code by the tow service provider.
3. Failure of the tow service provider to maintain clean, orderly, and secure storage facilities.
4. Failure of the tow service provider to obtain and maintain a current valid license to do business in the City.
5. Repeated failure of the tow service provider to answer service calls within the agreed upon fifteen (15) minute response time.
6. Commission, by the owner or operator of the tow service provider, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business.
7. Removal by the tow service provider, prior to police arrival, of a vehicle involved in a collision where, as a result of such collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit-and-run collision.
8. Insurance coverage as required herein has either been withdrawn or lapsed or is not in force for any reason.
9. Dissolution of business or bankruptcy.
10. For assignment of this Agreement, or any right or interest stated therein, without the prior written consent of the City of Costa Mesa.
11. For any substantial or recurring deviation from the City of Costa Mesa's approved schedule of rates.
12. Failure of the contract tow service provider to maintain satisfactory service to the public or for failure to keep any towing vehicle in a safe condition and good repair.
13. Failure to comply with any requirement of CMPD.

**EXHIBIT D**  
**RESOLUTION**

**EXHIBIT E**  
**CITY COUNCIL POLICY 100-5**

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

**POLICY**

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

- b. Establishing a Drug-Free Awareness Program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation and employee assistance programs; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
    - a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
    - b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
    - c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
  3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

**EXHIBIT F**  
**CERTIFICATES OF INSURANCE**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2008

**PRODUCER**

Centerpointe Insurance Service  
 California License #0735759  
 807 - B Camarillo Springs Road  
 Camarillo, CA 93012-9464

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

HARBOR TOWING, INC. METROPRO ROAD  
 SERVICES, INC. METROPRO TOWING, INC.  
 2550 S GARNSEY STREET  
 SANTA ANA, CA 92707

METRO0

**INSURERS AFFORDING COVERAGE**

NAIC#

INSURER A: STATE NATIONAL INSURANCE CO. 12831

INSURER B: \*\*REVISED\*\*

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TIP-001045-A	07/24/2008	07/24/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIP-001045-A	07/24/2008	07/24/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b> ON-HOOK/CARGO	TIP-001045-A	07/24/2008	07/24/2009	PER VEH. SCHED. 100000 \$1000 DEDUCTBL. 200000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

GARAGEKEEPERS LEGAL LIABILITY-\$500,000 LIMIT PER LOCATION "THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEE ARE ADDITIONAL INSURED WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT" "ANY OTHER INSURANCE MAINTAINED BY THE CITY OF COSTA MESA SHALL BE EXCESS AND NOT CONTRIBUTING WITH THE INSURANCE PROVIDED BY THIS POLICY"

**CERTIFICATE HOLDER**

CITY OF COSTA MESA  
 RISK MANAGEMENT  
 P.O. BOX 1200  
 COSTA MESA, CA 92628

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~REPLY BY FAX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX OR MAIL~~  
~~BY FAX OR MAIL~~  
~~BY FAX OR MAIL~~

AUTHORIZED REPRESENTATIVE

*Maureen E. Meun*

MTP

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 10 10 93

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective	12:01 A.M. standard time	Policy No.	TIP-001045-A
Named Insured	HARBOR TOWING, INC. METROPRO ROAD	Countersigned by	<i>Malcolm E. Mean</i>

(Authorized Representative)

**SCHEDULE**

**Name of Person or Organization:** CITY OF COSTA MESA  
P.O. BOX 1200  
COSTA MESA, CA 92628

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

GARAGEKEEPERS LEGAL LIABILITY-\$500,000 LIMIT PER LOCATION "THE CITY OF COSTA MESA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEE ARE ADDITIONAL INSUREDS WITH RESPECT TO THE SUBJECT PROJECT AND AGREEMENT" "ANY OTHER INSURANCE MAINTAINED BY THE CITY OF COSTA MESA SHALL BE EXCESS AND NOT CONTRIBUTING WITH THE INSURANCE PROVIDED BY THIS POLICY"



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-05-2008

GROUP: 000937  
POLICY NUMBER: 0000107-2008  
CERTIFICATE ID: 3  
CERTIFICATE EXPIRES: 04-01-2009  
04-01-2008/04-01-2009

CITY OF COSTA MESA  
RISK MANAGEMENT  
PO BOX 1200  
COSTA MESA CA 92628-1200

SG

JOB: ALL CALIFORNIA OPERATIONS

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Neary*  
AUTHORIZED REPRESENTATIVE

*Janet Frank*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - BRADLEY HUMPHREY P, S T - EXCLUDED.

ENDORSEMENT #1600 - WENDY HUMPHREYS DIR - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-05-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

HARBOR TOWING, INC.  
2550 S GARNSEY ST  
SANTA ANA CA 92707

SG

[RCV,CS]