

# CITY OF BELL GARDENS

## REQUEST FOR PROPOSAL

### POLICE ORDERED

### TOWING & STORAGE SERVICES

Released on July 11, 2019  
Proposals Due on August 15, 2019 by 4:00 pm (PST)  
Captain Christopher Hubner  
Bell Gardens Police Department  
City of Bell Gardens  
7100 Garfield Avenue  
Bell Gardens, CA 90201  
562-806-7692  
[Chubner@bgpd.org](mailto:Chubner@bgpd.org)

Scott Fairfield, Chief of Police  
Bell Gardens Police Department  
7100 Garfield Avenue  
Bell Gardens, CA 90201

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## Police Towing Services

### I. DESCRIPTION & BACKGROUND

The City of Bell Gardens is located approximately 15 miles southeast of Los Angeles. The City contains 2.4 square miles of land area. The City has a population of 42,747. The City was incorporated in 1961. The City is governed by a five-member City Council, elected at large to serve alternating four year terms. The Council elects one Council Member annually to serve as the Mayor. The City operates under the Council and City Manager form of Government. The City Manager is appointed by the City Council to administer municipal affairs. The term of the Police Towing Services Agreement shall be for five years.

### II. ELIGIBILITY REQUIREMENTS

This Request for Proposal (RFP) is open to any company that complies with all conditions identified within this RFP and meets the following eligibility requirement:

- A. The company is qualified to operate as a business within the State of California.
- B. The company will commit to the City provisions in the Agreement for Services which relates, among other things, to requirements for indemnification, conflict of interest, insurance, confidentiality and record - keeping and retention.
- C. The company must have a current towing contract with the California Highway Patrol.
- D. The company must have a history and record of community involvement and support within their areas of service.

### III. GENERAL INSTRUCTIONS

#### A. TIME SCHEDULE:

Applicants are advised of the following RFP schedule that may be subject to change:

- 1. Posting of RFP..... July 11, 2019.
- 2. RFP packets due from applicants (4:00 p.m. PST)..... August 15, 2019.
- 3. Proposal packets reviewed and ranked by evaluation panel... August 22, 2019.
- 4. Selection advisor submitted to City Council for approval..... August 26, 2019.

## B. CONTACTS BETWEEN APPLICANTS AND CITY STAFF

Consultation with City staff regarding this RFP will be limited to minor clarifications in writing. The contact person for this RFP is Captain Hubner at (562) 806-7692 or [chubner@bgpd.org](mailto:chubner@bgpd.org).

## C. SUBMISSION PROCEDURES

One signed original proposal packet and three copies must be delivered to the City of Bell Gardens by 4:00 p.m. (PST) on August 15, 2019. Proposal packets that are incomplete or received after 4:00 p.m. (PST) on the closing date will not be considered for review.

Clearly mark the packets: "Request for Proposal of Police Towing Service" and address it to:

Office of the City Clerk  
City of Bell Gardens  
7100 South Garfield Avenue  
Bell Gardens, CA 90201

**All copies of the proposal packet must be completed (with all information requested herein) when submitted. Incomplete proposal packets will not be considered. Changes or additions to the text will not be accepted after submission.**

The City is not responsible for any expense incurred by any applicant in preparing or submitting a proposal packet, providing any additional information requested or attending a scheduled interview.

There is no guarantee that the submission of a proposal packet will result in an award or a contract.

All material submitted in response to the RFP will become the property of the City and as such is subject to the Public Records Act.

The City reserves that right to modify the selection procedures, follow an alternative procedure or to reject all proposal packets and make no selection.

## D. SELECTION PROCEDURES

The Police Management Staff will evaluate and review all proposal packets that are complete and received by the 4:00 p.m. (PST), August 15, 2019, closing date. Proposal packets from eligible companies will be evaluated based on criteria identified.

The Police Management Staff may invite one or more of the top ranked applicants for an interview prior to making a recommendation to the City Council. The Police Management Staff intends to make a recommendation to the City Council based on the results of the reviews of proposal packets and, if scheduled, the in-person interviews. Police Management Staff may recommend more than one tow provider be awarded the bid to provide tow services to the City Council.

By responding to this RFP, all proposers agree to accept the City's decision on which proposers' best meets the City's needs and shall be accepted without hesitation or recourse.

The City Council has the right to reject all bids at their sole discretion.

Criteria to be used as a guide in the evaluation shall include; but not be limited to the following evaluation factors.

1. Thoroughness and quality of content of the response to the RFP as well as completed and satisfactory responses to the RFP.
2. Companies overall experience with engagements of similar scope.
3. Companies technical experience.
4. Technical background, experience, tenure and availability of the assigned members.
5. Management of the company, impression of principals and quality of staff.
6. The ability to effectively communicate and work with City officials and staff members in a highly professional capacity.
7. References provided and satisfactory responses from prior references for the proposed company.
8. Acceptability of proposed fee, cost structure(s).
9. Community involvement.

#### IV. INSTRUCTIONS FOR COMPLETING THE REQUEST FOR PROPOSAL

Please submit concise information on the following:

##### A. COVER LETTER

Certifying your company qualifications per criteria identified in this RFP, willingness to disclose any and all forms of compensation earned directly or indirectly from the City of Bell Gardens.

##### B. TABLE OF CONTENTS

All proposed packets must have a table of contents that identifies all sections, appendices, attachments, exhibits and their page numbers in the document.

## INTRODUCTION

In 2018, the City of Bell Gardens and the Bell Gardens Police Department stored or impounded approximately 980 vehicles. These vehicles were stored for a variety of reasons, including, illegal parking, public nuisance, evidence, and enforcement of the California Vehicle Code provisions requiring impounding vehicles driven by unlicensed drivers.

The Police Department requires tow service in the exercise of its Police Powers necessary or appropriate for the general welfare of its residents. The City of Bell Gardens and the Bell Gardens Police Department invite all qualified vendors to respond to this Request for Proposal.

Operator shall furnish towing and secure storage for vehicles seized, impounded or otherwise caused to be removed from public or private property by the Police Department. Towing services shall include, but not limited to, removal of wrecked vehicles and debris resulting from accidents, preliminary work necessary to towing, including removal of vehicles from ditches or separation of entangled vehicles, removal of vehicles for criminalistics and/or purposes as directed by the Police Department personnel, other impoundment of vehicles as directed by the Police Department .

## SPECIFICATIONS

### 1. Tow Truck Classifications/Equipment

- A. At its expense, an operator must have the following equipment that conforms to California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of truck chassis<sup>1</sup>. The operator's vehicles must also be in compliance with the applicable provisions of the California Vehicle Code, applying to tow trucks (615 CVC), including but not limited to Sections 615, 21711, 24606, 25100, 27700, 27907, and all other regulations pertaining to lighting and safety equipment. Operator shall equip and maintain tow trucks in accordance with the provisions set forth in the California Vehicle Code and consistent with industry Standards & Practices.
- B. Operator must have a minimum of three (3) standard tow vehicles, 1 ton rating or greater with dual rear wheels and one flat bed tow vehicle always available.
- C. None of the vehicles shall be converted pick up trucks or vehicles not specifically built by manufacturer for towing other vehicles.
- D. Contractor shall have access to either, through a sub-contract, or as an owner of equipment a tow vehicle capable of towing large trucks (semi type).

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<sup>1</sup> GVWR Range (lbs.)	CHP Class
10,000 - 19,500	A
19,501- 33,000	B
33,001 – 49,999	C
50,000 or more	D

- E. All tow vehicles shall have necessary communications equipment for radio transmission and reception & shall comply with FCC regulations and requirements. City frequencies shall not be used. Equipment shall be purchased and maintained solely at contractor's expense.
- F. Each tow vehicle shall have a cable of sufficient size & capacity to retrieve vehicles that may have gone over embankments or off traveled portions of roadways and into inaccessible locations.

## 2. TOW DRIVERS

- A. Operators shall ensure that only qualified and competent tow Drivers respond to calls initiated by the Police Department. Tow drivers shall be at least 18 years of age and possess the appropriate minimum class Drivers' License and qualifications.
- B. All tow Drivers shall be thoroughly trained in the proper and safe use of all equipment used in the performance of their duties.
- C. All drivers shall be uniformed with the name of the towing company and their individual name.
- D. All personnel acting on behalf of the operator shall be finger printed and photographed by the Bell Gardens Police Department. The City may, at its discretion, conduct a background check as part of the proposal evaluation process of any employee that may include, but is not limited to: fingerprinting, a check of criminal convictions, credit history, driving history, and civil liens and judgments. If the City determines, through a background check, that an employee is not qualified to provide services to the City as specified in the RFP, the City will notify the operator in writing as to the City's findings. Although the operator may retain the disqualified employee, the operator must not use or dispatch the disqualified employee for a service that operator provides to the City pursuant to the Franchise Agreement.
- E. The operator shall as a minimum, maintain the following information for each employee;
  - 1. Full Name of the driver
  - 2. Date of birth
  - 3. California Drivers' License Number
  - 4. Copy of valid Medical certificate (if required)
  - 5. Job title and description
  - 6. Current home address and number, and
  - 7. Types of vehicles the driver has been trained and instructed to operate.

## 3. HOURS OF OPERATION

- A. Operator shall have tow services available 24 hours per day, 7 days a week, 365 days per year.

- B. Operator may be requested periodically to provide the deployment of trucks for special events such as sobriety check points, street fairs and parades.
- C. Operator's officer hours shall be at a minimum 8:00 a.m. to 7:00 p.m., Monday thru Friday. Operator shall also maintain an after hours telephone number for use during other than normal working hours.

#### 4. STORAGE FACILITY

- A. All vehicles shall be stored in a building or in an area that is in the opinion of the City secure and enclosed by a substantial wall or walls or other City approved enclosures.
- B. The entire storage facility must be illuminated to such a degree that a clear visual observation of the area may be made during hours of darkness.
- C. Storage facilities must be capable of holding a minimum of 100 cars parked and provide accessibility and prevent damage.
- D. The operator shall maintain a separate and enclosed structure that can house a minimum of 3 vehicles ordered impounded by the Police Department for involvement in the commission of crimes or as evidence.

#### 5. CHARGES

- A. Charges/fees for towing, storage and other services required shall be in line with the industry standard and be approved by the Bell Gardens City Council. The towing charge shall also include the services of the tow driver and any other required personnel. The towing charge shall also include cleaning up and clearing of any accident site.
- B. Approved storage charges shall be made for the following categories. Please provide fee's for the following:
  - 1. Passenger Cars
  - 2. Trucks and Trailer over 1 ton
  - 3. Motorcycles, and
  - 4. All other vehicles.
- C. Approved miscellaneous charges shall be made for the following categories. Please provide fee for the following:
  - 1. Opening locked vehicles
  - 2. Disconnecting and reconnecting drive shaft
  - 3. Up righting over turned vehicles, and
  - 4. All other services other than towing and storage.
- D. The operator shall agree to pay the City of Bell Gardens an "Assessment Fee" of twenty-five (25%) percent of the gross receipts for each City generated tow and impound/storage. Gross receipts shall mean all revenues received from towing, impound/storage and related services plus incidental receipts of any kind earned



by the Contractor as a result of business conducted under the agreement. Payment shall be made monthly to the City's Department of Finance and are due no later than the tenth (10<sup>th</sup>) day of the following month. Operator shall forward a copy of the payment check and payment report to the Chief of Police at the time of payment.

\* Note: Assessment fee payments will not be required by the Department for vehicles the Department elects to release at no charge.

The Contractor shall keep accurate records of all gross receipts as a result of business conducted under this contract. Such records shall be available for audit by the City or an outside auditing firm contracting with the City. Failure to make available for audit all gross receipts within two (20 business days shall constitute cause for the termination of the agreement. All records shall be maintained for a minimum of five (5) years.

Each month, Contractor shall furnish to the Police Department, in writing, a report of all vehicles that have been towed by the Contractor under the terms of this Agreement, for the previous month. Such report shall indicate the storage location of each vehicle, and shall include the vehicle make, license number and VIN. Such shall include the number of days stored for each vehicle. Each report Generated shall be due no later than 10 days after the start of each month.

- E. Neither the City of Bell Gardens or the Police Department will be responsible or liable for towing services in the event that the vehicle owner refuses or is unable to pay for services.
- F. In the event any vehicle is towed or impounded or both, through any error of the City of Bell Gardens or the operator, neither the vehicle owner nor the City shall have the duty to pay any towing, storage or other fees or charges. Additionally, the operator shall agree to immediately release any vehicle, without charge, upon request of the on-duty Watch Commander. The operator may later appeal the decision of the Watch Commander in writing to the Chief of Police.
- G. Over the term of the 5 year contract the operator shall agree to pay franchise fees in the amount of \$60,000, \$12,000.00 per year. The initial \$12,000 fee is due from the operator within 30 days from the date the City of Bell Gardens awards the Police Service Contract. Starting in year two (2) and continuing through year five (5) the \$12,000 yearly fee shall be paid in \$1,000 monthly installments and is due from the operator on the tenth (10<sup>th</sup>) day of each month.

## 6. RESPONSE TIME AND REQUIREMENTS

- A. After receipt of a request to respond, the response time for arrival shall not exceed 20 minutes.
- B. The operator shall notify the Police Department Communications Center when a tow unit cannot respond within the 20 minute time period. The operator must give reason and an estimated time of arrival.

- C. In the event that the tow vehicle is unable or doesn't arrive within 30 minutes of time of call, the Bell Gardens Police Department reserves that right to request towing services from another tow company.

## 7. INDEMNIFICATION & INSURANCE REQUIREMENTS

- A. Operator shall indemnify, defend, save and hold harmless the City of Bell Gardens, its elected Officials, Officers, Agents and employees against any claim, liability, judgment, cost, or expenses resulting from wrongful or neglect acts or omissions of operator. The operator shall designate the City of Bell Gardens as an added named insured under its contract of insurance.
- B. General Liability Insurance – Operator agrees to maintain a comprehensive general liability insurance policy with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00.
- C. Commercial Business Automobile Liability (as required by section 16500.5 CVC). Operator agrees to maintain a comprehensive commercial business automobile liability coverage. Bodily injury, death, loss or damages because of wrongful or neglect acts or omission by the insured with a combined single limit of not less than \$2,000,000.00.
- D. Uninsured Motorist Insurance – legal minimum, combined single limits.
- E. Operator shall maintain Garage Liability Insurance with minimum limits of liability of \$1,000,000.00 combined single limit coverage against an injury, death or loss or damages because of wrongful or neglect acts or omission by the insured.
- C. Garage-Keepers Liability-Protecting a vehicle from loss or damage while the vehicle is in Franchisee's care, custody or control.
- D. Operator shall maintain Workers Compensation Insurance as required by the State of California & Employer's liability insurance.

## 8. REMOVAL OF VEHICLES

- A. Operator shall agree, except for private impounds or storages, not to remove any vehicle without first being instructed to do so by an authorized Officer of the City of Bell Gardens.

## 9. SUBCONTRACTORS

- A. The operator must include all subcontractors in the response to the Request for Proposal.
- B. All subcontractors must meet the same requirements as the operator.

## 10. STORAGE FEES

Operator must submit their proposed storage fees for inside and outside storage.

Once the fees have been approved by the City Council and the Chief of Police they must be posted near the cashiers' station as described in California Civil Code 3070, disclosing all storage fees and charges in-force, including the maximum storage rate.

- A. Owners of vehicles stored 24 hours or less shall be charged no more than 1 day storage, each day thereafter shall be calculated by calendar days.
  - 1. The schedule of rates charged by operator shall be available in the tow vehicles and shall be presented upon demand of person's to who the tow services were provided or their agent or the Police Officer at the scene.

## 11. INSPECTIONS

- A. The Police Department shall inspect all tow trucks annually. At the request of the operator, the Police Department shall inspect a tow truck within 7 calendar days of the request. The Chief of Police or his designee may conduct additional inspections without notice to the operator during regular business hours.
- B. Operator shall use only tow vehicles that have been approved by the Police Department, the Chief of Police or his designee.

## 12. BUSINESS RECORDS

- A. Operator shall maintain all tow records of service including a description of the vehicle towed, time, location of call, and total itemized costs of towing and storage. In addition, the operator must obtain records related to release of vehicles which shall include; date of release, party release to, total charges and cash received. The Chief of Police or his designee may inspect without notice the operator's records during business hours,

## 13. PERMITS & LICENSES

- A. Contractor shall obtain and maintain all necessary licenses, permits, and certificates required by law for the conduct of the contractor's activities, including a business license issued by the City of Bell Gardens.

## 14. SERVICE OF CITY VEHICLES

- A. Contractor shall provide emergency service for vehicles within 50 miles of the City limits at no charge to the City. This service shall be provided at all times including weekends and holidays. Emergency service shall include but is not limited to tire changes, battery jump starts and towing inoperable vehicles.

## 15. TERMINATION AGREEMENT

Operators are advised that the Franchise Agreement provides for termination of the Agreement under the following circumstances:

- A. Termination without Cause.

Either party may terminate the Franchise Agreement at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the provider must immediately cease all work or services except as may be specifically approved by the City. Provider will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the City. The City will be entitled to reimbursement for any expenses that have been paid for but not rendered.

**B. Termination for Cause.**

In the event Franchisee, or any of its officers, directors, shareholders, employees, agents, subsidiaries, or affiliates is convicted;

(i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract;

(ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor;

(iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or

(iv) of violation of the conflict of interest provision of this Agreement, or for any other cause the City determines to be so serious and compelling as to affect Franchisee's responsibility as a public contractor, including but not limited to, disbarment by another governmental agency, then the City reserves the unilateral right to terminate this Agreement upon providing Franchisee with ten (10) days' written notice of termination, or to impose such other sanctions (which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it deems proper. In the event that the City terminates the Agreement for cause, Franchisee shall be entitled to the hearing and appeal rights applicable to disciplinary procedures above. However, termination for cause pursuant to this paragraph shall be effective upon expiration of the ten (10) days' notification period set forth above.

**16. REFERENCES**

- A. Operator must provide name of other organizations that they provide similar services to. Operator must provide name of organization, address, phone numbers, and name of contact person.
- B. Reference letters may be included in this response.