



**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990**

**REQUEST FOR PROPOSALS
10800**

**For
ABATEMENT AND EVIDENCE TOWING SERVICES**

Proposals are due by 3:00 pm (PST) on October 28, 2021

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The County of Monterey Sheriff's Department, hereinafter referred to as "County" is soliciting proposals from qualified tow companies to provide Abatement and Evidence towing services on a rotational basis.
- 1.2 This solicitation is not intended to create an exclusive AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS after one year from the signing of the AGREEMENT.

2.0 BACKGROUND

- 2.1 The Monterey County Sheriff's Office requires rotational towing services for evidence, abatement, accident/crime scene towing requests by Sheriff's personnel. Contracting with the County of Monterey for the provision of tow services for vehicles owned by the public is a privilege; the County will select those service providers that will best meet the County and Public needs. To be considered for inclusion on the tow rotation list, the CONTRACTOR must be the actual owner and operator of the business, shall pass a background check and maintain approved trucks, equipment, storage yards and facilities.
- 2.2 Request for Proposal #10800 will establish a list of Contractors to provide Abatement and Evidence towing services. The County seeks CONTRACTORS who will abide by all local, state, and federal laws/regulations.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|-----------------------------------|
| 3.1 | Issue RFP | Thursday September 30, 2021 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, October 13, 2021 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, ,October 28, 2021 |
| 3.4 | Estimated Notification of Selection | November 2021 |
| 3.5 | Estimated AGREEMENT Date | December 2021 |

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS EACH CONTRACTOR'S SOLE**

RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at <https://www.co.monterey.ca.us/government/departments-administrative-office/contracts-purchasing/solicitation-center> . Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County Jaime Ayala, Jaime,
Management Analyst II
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 783-7047
FAX: (831) 755-4969
Email: ayalaj@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

4.6 **OPTIONAL** - Because of COVID-19, the County of Monterey allows electronic submissions as follows :

4.6.1 County has joined Negometrix, an e-procurement platform, to enhance the safety of our bidders and staff. Please submit your bids electronically at the following link:
<https://app.negometrix.com/buyer/585/tenders>

4.6.2 **PLEASE NOTE:** To use this option, CONTRACTORS are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

5.0 SCOPE OF WORK

5.1 GENERAL SCOPE OF WORK:

- 5.1.1 CONTRACTOR shall provide Towing Services to the Monterey County Sheriff's Office on a rotational, as-needed, basis. These services may include, but are not limited to the towing of:
 - 5.1.1.1 abandoned,
 - 5.1.1.2 abated,
 - 5.1.1.3 and impounded vehicles, including the storage of vehicles either at the request of the County or the vehicle Owner.
- 5.1.2 Vehicles in this RFP include, but are not limited to: motorcycles, cars, trucks, vans, motorhomes, travel trailers, recreational vehicles (RV's), trailers, boats on trailers, and all watercraft.
- 5.1.3 CONTRACTOR will be assigned to the rotation list for any or all of the three (3) districts described in EXHIBIT D, EXHIBIT E, and EXHIBIT F.
- 5.1.4 CONTRACTOR shall provide assistance to the Multi Agency Detail for Commercial Auto Theft (MADCAT) without additional charges. This will include, but not be limited to, moving or lifting towed vehicles.
 - 5.1.4.1 Theft recovery vehicles are to be stored in inside storage and be easily accessible until cleared by the auto theft detail.
- 5.1.5 CONTRACTOR shall comply with all laws applicable to towing, storage and disposition of vehicles.

5.2 DEFINITION OF TERMS:

- 5.2.1 Base Services: Any service or tow performed when the vehicle operator or agent is present, and the vehicle is not stored.
- 5.2.2 County: The County of Monterey or a designee.
- 5.2.3 CONTRACTOR: The successful CONTRACTOR with whom a contract is established to provide the services described within this RFP.
- 5.2.4 Normal Business Hours: 8.00 a.m. to 5:00 p.m., Monday through Friday, except for the following County recognized holidays: New Year's Day, Martin Luther King Day, George Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and day after, and Christmas Day.
- 5.2.5 Possession: Possession is deemed to arise when the vehicle is removed and is in transit, or when vehicle recovery operations have begun.
- 5.2.6 Bidder: A firm proposing to provide towing services as described within this RFP.
- 5.2.7 Public Safety Response: A response that results in the storage of a vehicle at the direction of an officer or County designee. This does not include storage at the request of the vehicle operator, registered owner, or agent.
- 5.2.8 Response Time: The period of time from when the CONTRACTOR receives the service call, by either a Sheriff's Officer or County designee, to the arrival of the CONTRACTOR at the service location requested.
- 5.2.9 Retail Rate: The customary retail rate charged by an operator to individual retail customers. This is the competitive rate a company has posted in the office and quotes over the phone.
- 5.2.10 Special Operations: Towing/recovery procedures requiring unique equipment and/or Class B, C, or D tow trucks. Examples of unique equipment include, but are not limited to, forklifts, low-beds, air bags, special dollies and trailers, fuel pump-off systems, helicopters, etc.
- 5.2.11 Storage: Storage shall commence at the time the vehicle arrives at the storage facility. Charges shall be based on a daily rate. If, within 24 hours after the vehicle is placed in storage, a request is made for the release of the vehicle, CONTRACTOR has the

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

- 5.2.12 Suspension: The temporary removal of a CONTRACTOR from the tow rotation list for a specific period of time during the term of the Rotational Towing Services Agreement.
- 5.2.13 Tow Truck: A tow truck as defined in Section 615 of the California Vehicle Code, which includes slide back carriers and wheel lift vehicles. A "trailer for hire" shall not be approved for listing as a Class A tow truck.
- 5.2.14 Vehicle Recovery Operation: An operation involving the process of up righting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This operation can include the recovery of a complete or partial vehicle, as well as vehicle parts as needed based on the type of call or type of possible crime scene. This will usually be limited to operations requiring a Class B, C or D tow truck(s). Definition of a vehicle includes "any part or parts thereof".
- 5.2.15 Difficult Removal: Where debris or an object(s) have made removal take more time or a vehicle has to be removed from an area that is difficult to access the COUNTY may allow an additional fee of One Hundred Dollars (\$100).
- 5.2.16 Vehicle: A vehicle is a device in, upon, or by which any person or property is or may be propelled, moved or drawn upon a highway or road, except a device moved by human power or used exclusively upon stationary rails or tracks. Vehicles under this section include, but are not limited to, motorcycles, cars, trucks, vans, motorhomes, travel trailers, recreational vehicles (RV's), trailers, and boats on trailers.

5.3 CONTRACTOR RESPONSE TIMES:

- 5.3.1 CONTRACTOR shall provide tow service within the assigned district(s) on a 24-hour, 7-days-per-week basis. From the time CONTRACTOR receives a call from County personnel, CONTRACTOR shall respond:
- 5.2.1.1 Zone 1 thirty (30) minutes,
- 5.2.1.2 Zone 2 thirty (30) minutes, exceptions - anything East of Carmel Valley Village to Cachagua, and Tassajara gets 1 hour, East of Cachagua to Piney Creek 90 min, Carmel River Bridge to Big Sur gets 1 hour, From Big Sur south to Lucia get 90 min, Lucia to Ragged Point get 2 hours,
- 5.2.1.3 Zone 3 withing forty-five (45) minutes, exceptions - Bryson Hesperia one (1) hour and Parkfield ninety (90) minutes.
- 5.3.2 If CONTRACTOR is unable to dispatch a tow unit immediately upon receiving a call for service, CONTRACTOR shall inform the ordering personnel and forfeit that turn of the rotation.
- 5.3.3 If CONTRACTOR fails to furnish a tow unit within the specified time period, the County may cancel the tow request and request a tow unit from another CONTRACTOR. When the tow is canceled, CONTRACTOR shall forfeit his/her turn in the rotation.
- 5.3.4 Should a situation arise when it is determined by the County that time is of the essence, the County reserves the right to contact alternate sources of towing services.

5.4 CONTRACTOR VEHICLES:

- 5.4.1 CONTRACTOR must have in operation at all times a sufficient number of qualified drivers and at least two (2) Class A tow vehicles. This requirement can be met with either two (2) recovery/wheel lift trucks, or one (1) recovery/wheel lift truck and one (1) flatbed carrier truck, or two (2) flatbed carrier trucks.
- 5.4.2 CONTRACTOR shall only use tow vehicles that have been inspected by the County and certified by a state-approved inspection facility.
- 5.4.3 Each tow vehicle used for services under the Agreement shall comply with the provisions of the California Vehicle Code.
- 5.4.4 Each tow vehicle will be equipped at all times as provided in EXHIBIT I- TOW TRUCK EQUIPMENT SPECIFICATIONS and must have the CONTRACTOR'S company name clearly painted or in decal form on both sides of the tow truck.
- 5.4.5 CONTRACTOR shall notify the County of any changes in tow trucks and other equipment.

5.5 CONTRACTOR STAFF:

- 5.5.1 CONTRACTOR shall provide a current list of his/her drivers to the County upon implementation of this Agreement. CONTRACTOR shall notify the County of any changes in driver status, including the addition or removal of any driver(s). CONTRACTOR shall provide an updated EXHIBIT G – TOW OPERATOR INFORMATION to the County within seven (7) calendar days of any changes in any driver's status.
- 5.5.2 For each tow truck CONTRACTOR shall provide a properly licensed driver/operator with a good working knowledge of the equipment he/she is using.
- 5.5.3 CONTRACTOR and all tow truck drivers shall be enrolled in the Pull Notice Program. CONTRACTOR will have a maximum of thirty days (30) to enroll new drivers in the Program.
- 5.5.4 All operators will be required to submit to a fingerprint background check at the Office of the Sheriff, 1414 Natividad Road, Salinas, at CONTRACTOR expense.
- 5.5.5 CONTRACTOR shall be in compliance with all state and federal laws in regards to hiring practices of all personnel.
- 5.5.6 CONTRACTOR and employees shall conduct themselves in a courteous, honest and professional manner in their transactions with the public and County at all times.

5.6 CONTRACTOR LOCATIONS:

- 5.6.1 CONTRACTOR shall maintain its business office and its primary storage yard within the County of Monterey limits. Vehicles are to be towed to a primary location. Nothing in this section will prohibit CONTRACTOR from operating a secondary storage facility approved by the County, as long as CONTRACTOR provides transportation, at no cost, to the facility for vehicle releases. CONTRACTOR will use a secondary location only for overflow vehicles.
- 5.6.2 CONTRACTOR must notify the County of any change in his/her primary or secondary location at least thirty (30) days in advance of the actual change in location. If CONTRACTOR fails to provide proper notice, he/she will be suspended from the rotational tow program until the new location is inspected and approved by the County.
- 5.6.3 CONTRACTOR shall comply with the following minimum facility requirements, at both primary and secondary locations:
 - 5.6.3.1 Physical characteristics: CONTRACTOR shall maintain a primary office large enough to accommodate necessary personnel and administrative records.

CONTRACTOR shall provide a public, unisex, permanent restroom facility and a public waiting area to seat at least four (4) people.

- 5.6.3.2 Public Safety: CONTRACTOR shall take adequate measures to protect the safety of the public.
- 5.6.3.3 Compliance with County Codes: CONTRACTOR shall comply with all County codes and safety regulations applicable to the proposed use, at all locations.
- 5.6.3.4 Access: the public shall have direct, unabated access to the inside of the office waiting area.
- 5.6.3.5 Capacity: the primary location storage location must include not less than thirty (30) storage spaces and provide accessible parking spaces for use in connection with this contract.
- 5.6.3.6 All locations must provide a twenty-four (24) hour, seven (7) day a week phone number for customers to call prior to picking up a vehicle. CONTRACTOR must be able to provide customer with total fees due, pick up hours and location.
- 5.6.3.7 CONTRACTOR shall be responsible for the security of vehicles and property at the place of storage. At a minimum, CONTRACTOR shall provide a fenced or enclosed area. CONTRACTOR is responsible for the reasonable care, custody, and control of any property contained in towed or stored vehicles. CONTRACTOR will release personal effects in the vehicle to the registered owner or authorized agent during normal business hours upon presentation of proper identification.
- 5.6.4 CONTRACTOR'S place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters that are clearly visible to the public from the street. The size of the sign and lettering shall be comparable to the sign and lettering of neighboring businesses. The sign shall be visible at night.

5.7 SCRAP VEHICLES:

- 5.7.1 The County reserves the right to use a licensed auto dismantler, wrecking yard, or scrap metal yard, for junk vehicles.
- 5.7.2 CONTRACTOR shall not authorize another company or person to fill a request assigned by the County to CONTRACTOR.
- 5.7.3 CONTRACTOR shall not tow a vehicle that has been assigned to another CONTRACTOR unless expressly requested by County Personnel.
- 5.7.4 CONTRACTOR shall tow and/or store all vehicles requested by the County, provided CONTRACTOR has the necessary equipment and can transport the vehicle safely.

5.8 CONTRACTOR RATES:

- 5.8.1 Fees charged for calls originating from County shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by a public agency or private person.
 - 5.8.1.1 Reasonableness shall be determined as compared to other similar service rates charged by other towing companies in Monterey County, San Benito County, or Santa Cruz County.
- 5.8.2 The approved schedule of rates charged by the operator shall be available in the tow truck and shall be presented upon demand to the vehicle owner/agent for whom the tow service was provided or any Sheriff's personnel at the scene.

- 5.8.3 CONTRACTOR shall display, in plain view at all cashiers' stations and in towing operations vehicles, a sign as described in Section 3070 of the Civil Code, disclosing all towing and storage fees along with other charges in force.
- 5.8.4 Rate requirements state the maximum CONTRACTOR may charge on a County call.
- 5.8.5 CONTRACTOR is not prevented from charging less when deemed appropriate by CONTRACTOR.
- 5.8.6 These requirements shall not be construed as requiring a charge when CONTRACTOR would not normally charge for such service.
- 5.8.7 No CONTRACTOR, employee nor its agent, shall refer to any rate as the minimum required by the County.
- 5.8.8 An operator and/or applicant shall not conspire, attempt to conspire, or commit any other act of collusion with any other operator or applicant for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the RFP that would bring about any unfair condition which could be prejudicial to County, the motoring public, or other operators.

5.9 CONTRACTOR BILLING:

- 5.9.1 CONTRACTOR shall bill the registered owner of any vehicle stored by CONTRACTOR under the Agreement. Charges shall be limited to the amounts agreed upon under the Agreement. The County shall not be liable to CONTRACTOR for any charges for vehicles other than "Flat Rate" for abandoned vehicles valued under Five Hundred Dollars (\$500) and for evidence tows at the rates submitted by CONTRACTOR under this RFP. Vehicles valued over Five Hundred Dollars (\$500) shall be towed at no cost to COUNTY. Difficult removals (i.e. removal of fence; vehicle immobile due to debris; river bottom removal) shall be agreed to by COUNTY at COUNTY discretion with accompanying extra fee of One Hundred Dollars (\$100).
- 5.9.2 If CONTRACTOR performs a service for which the County did not approve a required rate, CONTRACTOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted--CONTRACTOR may only charge for the actual rate paid for the labor.
- 5.9.3 To be honored for payment, each invoice must be complete with the necessary information, including:
 - 5.9.3.1 Case Number
 - 5.9.3.2 Date of service call
 - 5.9.3.3 Time of service call
 - 5.9.3.4 County issued Delivery Order (DO) number or Purchase Order (PO) number
 - 5.9.3.5 Pickup and delivery address
 - 5.9.3.6 Vehicle number and License plate number
 - 5.9.3.7 Full make, model, year of vehicle
 - 5.9.3.8 Beginning odometer reading (Evidence Tows ONLY)
 - 5.9.3.9 Ending odometer reading (Evidence Tows ONLY)
 - 5.9.3.10 Computer Automated Dispatch number (CAD #)
 - 5.9.3.11 Printed name of CONTRACTORS tow truck driver
 - 5.9.3.12 Reason for tow (Abatement OR Evidence)
- 5.9.4 CONTRACTOR shall submit invoices in a timely manner. Any invoice received by COUNTY after thirty (30) days from the towing event shall not be paid.

5.10 CONTRACTOR'S RECORDS:

5.10.1 While participating in the rotational tow program, CONTRACTOR shall maintain records of tow services furnished for all public agencies and private persons or entities. Such records shall be retained for a period of four (4) years and shall be open to immediate inspection during business hours, upon request by representatives of the County. Failure to make records, including insurance policies, available immediately shall be grounds for immediate suspension or termination from the rotational tow program. Records shall include at a minimum:

5.10.1.1 Tow Services:

- 5.10.1.1.1 Name, address, and phone number of person, if available, whose vehicle was towed,
- 5.10.1.1.2 VIN and license number, make, year, and model of each vehicle towed,
- 5.10.1.1.3 Location from which the vehicle was towed,
- 5.10.1.1.4 Name or employee number of driver assigned to said tow,
- 5.10.1.1.5 Location to which vehicle was towed (if different from CONTRACTOR'S primary storage facility),
- 5.10.1.1.6 Reason for tow, whether impound, accident, or stolen recovery, abandoned, etc., if available,
- 5.10.1.1.8 Name of party to whom the vehicle was released,
- 5.10.1.1.8 Method and date of payment,
- 5.10.1.1.9 All fees and charges for said tow, showing specifically towing, storage, lien fees, etc,
- 5.10.1.1.10 Any items of personal property released from the vehicle, including the date, time, and name of person receiving the items,
- 5.10.1.1.11 Disposition of towed vehicles that are unclaimed,
- 5.10.1.1.12 All proceeds from the sale of towed vehicles that are unclaimed.

5.10.1.2 Date and Time (by means of a computer or time stamp):

- 5.10.1.2.1 Date and time the request for tow was received,
- 5.10.1.2.2 Date and time a tow unit was assigned the call for service,
- 5.10.1.2.3 Date and time the tow unit arrived at the location of the requested service,
- 5.10.1.2.4 Date and time the tow unit arrived at the final storage facility destination,
- 5.10.1.2.5 Date and time of release of the vehicle,
- 5.10.1.2.6 Date the lien processing begins (if applicable),
- 5.10.1.2.7 Date the notice of lien sale is mailed (if applicable).

5.10.1.3 Lien Sale Data:

- 5.10.1.3.1 Date and time of lien sale,
- 5.10.1.3.2 Location of lien sale,
- 5.10.1.3.3 Identification of purchaser,
- 5.10.1.3.4 Monies received as a result of the lien sale,
- 5.10.1.3.5 Amount of excess monies forwarded to the state.

5.11 REMOVAL AND STORAGE OF VEHICLES:

5.11.1 Upon request, the CONTRACTOR shall immediately furnish the County with all reports showing the status of all vehicles. The report shall provide descriptions and identification of the vehicles, location of the vehicles, date of impound, accrued charges, and date of release from impound.

- 5.11.2 CONTRACTOR shall furnish a receipt to the vehicle owner for any property removed from any vehicle towed or stored. A copy of the receipt shall be placed in the vehicle, and the original receipt maintained with CONTRACTOR'S records.
- 5.11.3 Lien sales shall be the sole responsibility of CONTRACTOR, and all such sales shall be conducted in accordance with applicable state law.
- 5.11.4 Prior to releasing a vehicle to the registered owner or his/her agent, a release must be obtained from the County for vehicles towed and/or stored pursuant to the following California Vehicle Code Sections: 10751, 14602.6, 22523,(a) & (b), 22651 (a),(b),(d),(e),(f),(h),(i),(j),(k),(l),(m),(n),(o), (p),(q), & (r), 22651.5, 22653(c), 22655, 22655.3, 22655.5, 22656, 22669(a), 22669(d).
- 5.11.5 Vehicle Abatement Officers will provide a copy of DMV Form 462 when the vehicle being towed meets the criteria.

5.12 FINANCIAL INTEREST:

- 5.12.1 CONTRACTOR shall not be directly involved in a towing-related business with any other CONTRACTOR on the Rotational Tow List or any Tow Operator not accepted for the Rotational Tow list.
- 5.12.2 "Directly involved" includes, but is not limited to, having any financial interest, ownership of equipment, common insurance policies, and common employees, and owners, or principals.
- 5.12.3 The sale or transfer of the controlling interest in a company shall immediately terminate any agreement between County and that company.
 - 5.12.3.1 A new owner may apply for the rotation tow program at any time during the remainder of a current agreement term.

5.13 COUNTY PERFORMANCE REVIEW

- 5.13.1 The County or its designee may investigate deviations from the specifications or requirements of the Tow Services Agreement and/or complaints received from any County office, County employee, or private citizen against the Contractor. The County may take any action, including written reprimands, suspension or termination from the rotational tow program when the Contractor or his /her employees violate any of the terms of the Agreement or any law or local ordinance. Upon completion of any investigation pursuant to this section, the County shall inform the Contractor, in writing, of any action to be taken.
- 5.13.2 The following guidelines are illustrative of the type of actions that may be taken by the County or its designee. All actions taken by the County or designee will be made after a review of the facts of the case and other instances in which the Contractor has violated the provisions of the Agreement. The suggested actions listed below may be increased or decreased based upon any mitigating circumstances determined during the investigation of the complaint(s):
 - 5.13.2.1 The failure to maintain adequate insurance coverage for any reason at any time will result in immediate suspension from the Rotational Tow Program until the County receives proof of insurance.
 - 5.13.2.2 Within any calendar month, more than one failure to either respond to a request for tow service within the time set forth in this RFP, or refusing/failing to tow any qualifying vehicle assigned, or passing on/unavailability to respond will constitute a violation. Violations will result in the following actions:
 - 5.13.2.2.1 First violation- Written warning notice,

- 5.13.2.2.2 Second violation within a twelve-month period- Seven (7) day suspension,
- 5.13.2.2.3 Third violation within a twelve-month period-Termination of tow Services Agreement.
- 5.13.2.3 Overcharging for any tow service shall be cause for suspension. The suspension will remain in effect until the Contractor has presented proof to the County that reimbursement(s) have been made to the aggrieved customer(s). In addition, the Contractor will be assessed a penalty of Five Hundred dollars (\$500.00) for each overcharge.
- 5.13.2.4 Within a one (1) year time period, responding to a call and towing or attempting to tow a vehicle to which the Contractor was not assigned will result in a thirty (30) day suspension on the first offense and termination of the Tow Services Agreement on the second offense.
- 5.13.2.5 Within a one (1) year time period, inadequate office or storage areas, employees and equipment not meeting the requirements set forth in the Tow Services Agreement will result in a thirty (30) day suspension on the first offense and termination on the second offense.
- 5.13.2.6 If the Contractor fails to provide a copy of any lease, modification or extension, then he/she will be suspended from the rotational tow program until the County receives a copy.
- 5.13.2.7 Within a one (1) year time period, discourteous or unprofessional treatment of the public or any County employee in connection with services rendered pursuant to the Tow Services Agreement will result in a thirty (30) day suspension on the first offense and termination of Tow Services Agreement on the second offense.
- 5.13.2.8 Contractor's failure to satisfy a court order/judgment mandating reimbursement to a vehicle or property owner for the damage or loss, which occurred while the vehicle was in the Contractor's custody, would result in a suspension. The suspension will remain in effect until the Contractor has presented proof of the reimbursement to the County.
- 5.13.2.9 Any violation of the Agreement will result in a suspension or termination depending upon the severity of the incident.
- 5.13.2.10 In the case of an invalid tow or similar instance where the County elects to pay for towing and storage of a vehicle, the Contractor will bill the County and not require prepayment by the vehicle owner before releasing the vehicle.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of five (5) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
 - 6.1.1 County is not required to state a reason if it elects not to renew.
- 6.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
 - 6.2.1 Both parties must agree upon rate extension(s) or changes in writing.

6.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING/SECURITY REQUIREMENTS

7.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, state and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.2 CONTRACTOR shall ensure each of its drivers holds required licenses under both, state and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.3 CONTRACTOR shall ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

7.4 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

7.4.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.4.2 CONTRACTOR shall be responsible for the cost of the State and Federal level criminal background check(s).

7.4.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff’s facilities.

8.0 PROPOSAL/QUALIFICATIONS PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include, at a minimum, but not limited to, the following information in the format indicated:

Proposals Package Layout; Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE

	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE- QUALIFICATIONS & LICENSING REQUIREMENTS
Section 3	EXPERIENCE & REFERENCES
Section 4	STATEMENT TO SERVICE ENTIRE COUNTY
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (Attachment A and B)
Section 7	EXHIBIT A – Zone One
	EXHIBIT B – Zone Two
	EXHIBIT C – Zone Three
Section 8	EXHIBIT D – Tow Operator Form
Section 9	EXHIBIT E – Rotational Towing Program Application
Section 10	EXHIBIT F – Tow Truck Equipment Specifications
Section 11	EXCEPTIONS
Section 12	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR’s primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Any proposal or qualifications packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2, Pre-Qualifications/Licensing Requirements:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all the pre-qualifications and licensing requirements as set forth in Section 7.0 herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe its demonstrated capability, including length of time your firm has provided the services requested in this solicitation.

CONTRACTOR shall provide at least three (3) references for which it provided similar (preferably California State or local government agencies) to the scope of work described herein within the last three (3) years. These services must have been provided for a minimum of one (1) year. Information to be provided is:

1. Client Name
2. Project Description
3. Project Start and End Dates
4. Client Project Manager, name, telephone number and email address

CONTRACTOR shall provide evidence of a minimum of five (5) years' experience providing towing services for similar government agencies.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2010 up to and including the present day.

Section 4, Statement to Service Entire County:

Include a statement acknowledging which of the Zones (Exhibit A-C) your company can provide services to: Zone One, Zone Two and Zone Three.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to while doing business as relevant to the County's Climate-Friendly Purchasing Policy (*Reference: <https://www.co.monterey.ca.us/home/showpublisheddocument?id=22305>*)

CONTRACTOR shall indicate whether it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as per Attachment A & B – PRICING SHEET attached hereto.

Section 7, Tow Zones:

Geographical information for CONTRACTOR and drivers
EXHIBIT A – ZONE ONE
EXHIBIT B – ZONE TWO
EXHIBIT C – ZONE THREE

CONTRACTOR shall acknowledge which geographical locations they will service when they fill out Attachment A.

Section 8, Personnel:

CONTRACTOR shall complete and submit driver information for all drivers per EXHIBIT D – TOW OPERATOR INFORMATION

Section 9, Application:

CONTRACTOR shall complete and submit Program Application per EXHIBIT E – ROTATIONAL TOWING PROGRAM APPLICATION FORM

Section 10, Tow Truck Equipment Specifications:

CONTRACTOR shall complete and submit Specification per vehicle EXHIBIT F – TOW TRUCK EQUIPMENT SPECIFICATIONS

Section 11, Exceptions:

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #10800. Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 12, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal or qualifications package and include such information in an Appendix section.

8.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to one (1) of the two (2) following options:

8.2.1 **OPTION 1 – Hardcopy** (Hand delivered or mailed and received by deadline):

8.2.1.1 Four (4) sets of the proposal (one original proposal marked “Original” plus three (3) copies shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10800”. **In addition, submit one (1) electronic version** of the entire proposal package on a **USB memory stick**. Additional copies may be requested by the COUNTY at its discretion.

- 8.2.1.2 Proposal or qualifications packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 8.2.1.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 8.2.1.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal or qualifications package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 8.2.1.5 To validate your proposal or qualifications package, submit the SIGNATURE PAGE (contained herein) with your proposal. Proposals or qualifications packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

OPTION 2 – Electronic Submission Package:

- 8.2.2 The County of Monterey has joined **Negometrix**, an e-procurement platform, to enhance the safety of our bidders and staff during the height of COVID-19.
 - 8.2.1 Proposals may be submitted electronically using the following link:
<https://app.negometrix.com/buyer/585/tenders>
 - 8.2.2 **PLEASE NOTE:** To use this option, CONTRACTORS are required to set up a free account prior to uploading proposals. This will take a few moments; therefore, set up your account at least 24 hours in advance of the bid deadline.

- 8.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual and will be disregarded. CONTRACTOR is encouraged to use restraint in marking documents "confidential" or "proprietary" and should be prepared to provide legal authority for any such designation upon request.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 9.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL OR QUALIFICATIONS OR QUOTATION PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10800 and CONTRACTOR'S COMPANY NAME.**
- 9.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.

- 9.3 Due Date: Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 Shipping Costs: Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 9.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores, or be deemed non-responsive.
- 9.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).
- 9.9 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.

10.0 SELECTION CRITERIA

- 10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 10.2 The selection criteria include the following: **(100 points total)**.

SCORING CRITERIA (enter your criteria below)	Max Possible Score
Evidence of minimum five (5) years’ experience providing quality, reliable, prompt, and thorough towing services for similar agencies, as well as direct experience with contracts of similar size, scope and complexity. This should include emergency and 24/7 on-call services. (5 yrs =25pts, 4 yrs =20pts, 3 yrs = 15pts, 2 yrs =10pts, 1 yr =5pts)	25

Documentation showing all vehicles comply with DMV permit or registration requirements, including demonstrating compliance with Section 7232 of the Revenue and Taxation Code (Department of Motor Vehicles, Motor Carriers or Property Permit), and Documentation showing all vehicles comply with State of California and Federal rules and regulations air emission requirements, which must be submitted with CONTRACTOR’s proposal. (7.5 pts for DMV documentation, 7.5 pts for air emission requirements).	15
Sample invoices for Attachment A & B in accordance with section 5.9.3.	15
Competitive rates as submitted in Attachment A – Pricing	15
Documentation showing record history of safety compliance	15
Client References (1 ref=3 pts, 2 refs=6pts, 3 refs=10pts)	10
Local Business Declaration form	5
TOTAL	100

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR’S equipment and facility(ties) prior to award of the agreement, at least insofar as they will be utilized under an agreement resulting from this RFP.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submits a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete ATTACHMENT A & B – PRICING for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in ATTACHMENT A & B – PRICING shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
 - 11.3.1 County will provide a defined scope
 - 11.3.2 Pricing may be based upon an hourly rate or by the project, based upon the direction of the user department.

- 11.4 Prices quoted for work assignments must remain in effect for a minimum of thirty (30) days.
- 11.5 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
- 11.5.1 County Department receiving services,
 - 11.5.2 Purchase order number under which the invoice is to be charged,
 - 11.5.3 Services provided,
 - 11.5.4 Dates of services,
- 11.6 Proposals should include any early discounts and/or incentives offered.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 General Requirements: Each local CONTRACTOR providing goods, supplies or services funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.

12.2 “Local CONTRACTOR” Defined - In the procurement of goods or services in which price is a determining factor for award of the contract, a five percent (5%) preference shall be subtracted from a bid submitted by a responsive local vendor in determining the lowest responsive bidder. If the application of the 5% results in a local vendor’s bid being at or lower than the non-local vendor, the price proposal selection criteria will be based on the lower amount.

For full policy visit: <https://www.co.monterey.ca.us/home/showdocument?id=22313>

13.0 INSURANCE REQUIREMENTS

- 13.1 Evidence of Coverage:
- 13.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
 - 13.1.2 This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor
- 13.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies that hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide, or a company of equal financial stability that is approved by the County’s Purchasing Manager.
- 13.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) Commercial general liability insurance including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (ii) Automobile Insurance Threshold:

Agreement **Under \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

OR

Agreement **Over \$100,000** Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

- (iv) Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended

reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.

13.4 Other Insurance Requirements:

- 13.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 13.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 13.4.3 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR’S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 13.4.4 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County’s contract administrator and County’s Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.
- 13.4.5 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County’s Contract Administrator and County’s Contracts/Purchasing Division. If the certificate is not received by the expiration date,

County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

You may reference our [Insurance Requirements](#) for additional clarification and samples of required endorsements.

14.0 CONTRACT AWARDS

- 14.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 14.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 14.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 14.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 14.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 14.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or qualifications or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the <https://www.co.monterey.ca.us/home/showdocument?id=81980>. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS

AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County **and may be considered public information under applicable law**. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformity with the specific requirements set forth in section 8.3, above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. **As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary.** County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: ____ Yes ____ No. CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. When CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY STANDARD AGREEMENTS with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:

<https://www.co.monterey.ca.us/home/showdocument?id=81980>

ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

ATTACHMENT A – PRICING EVIDENCE TOWS

ATTACHMENT B – PRICING ABATEMENT TOWS

EXHIBIT A – ZONE ONE

EXHIBIT B – ZONE TWO

EXHIBIT C – ZONE THREE

EXHIBIT D – TOW OPERATOR INFORMATION

EXHIBIT E – TOW PROGRAM APPLICATION

EXHIBIT F – TOW EQUIPMENT SPECIFICATIONS

ATTACHMENT A - PRICING

BUSINESS NAME: _____

Instructions for completing form: Please list your best and final pricing for Evidence/Accident tows in the boxes below by Class of Tow Vehicle and Area. Maps of each Area are provided on the following pages for clarification. If you choose to not to bid on a particular area, or do not have all classes of vehicles, please put N/A in any box you choose not to bid on, to clearly indicate that you are not placing a bid on that service or area. This is a two (2) page form; both pages must be included in bid package.

**FOR EVIDENCE TOWS, OR TOWS REQUESTED BY OFFICER AT SCENE OF CRIME OR ACCIDENT
NOT FOR VEHICLE ABATEMENT OR TOWING OF COUNTY OWNED VEHICLES**

PRICING FOR AREA MAP 1	CLASS A	CLASS B	CLASS C	CLASS D
BASIC TOW/HOOK UP FEE	\$	\$	\$	\$
MILEAGE RATE - PORTAL TO PORTAL	\$	\$	\$	\$
2ND EMPLOYEE REQUIRED/ NON SKILLED LABOR RATE PER HOUR	\$	\$	\$	\$

PRICING FOR AREA MAP 2	CLASS A	CLASS B	CLASS C	CLASS D
BASIC TOW/HOOK UP FEE	\$	\$	\$	\$
MILEAGE RATE - PORTAL TO PORTAL	\$	\$	\$	\$
2ND EMPLOYEE REQUIRED/ NON SKILLED LABOR RATE PER HOUR	\$	\$	\$	\$

PRICING FOR AREA MAP 3	CLASS A	CLASS B	CLASS C	CLASS D
BASIC TOW/HOOK UP FEE	\$	\$	\$	\$
MILEAGE RATE - PORTAL TO PORTAL	\$	\$	\$	\$
2ND EMPLOYEE REQUIRED/ NON SKILLED LABOR RATE PER HOUR	\$	\$	\$	\$

STORAGE FEES -FOR ALL ZONES				
INSIDE STORAGE -DAILY RATE/UNIT	\$			
OUTSIDE STORAGE-DAILY RATE/UNIT	\$			
SPECIALIZED EQUIPMENT RENTAL	Reimbursed at Cost + 10%. Original invoices must be provided for Reimbursement.			

By signing below, I agree that I have received and understand the Abatement fee towing rates and agree to submit invoices in accordance with pricing listed above.

By: _____

Date: _____

[End Attachment A]

ATTACHMENT B - PRICING ABATEMENT TOWS

BUSINESS NAME: _____

ABATEMENT REIMBURSEMENT - NO MILEAGE PAID, SEE RATES BELOW. COMPANIES MUST AGREE TO DO ABATEMENT TOWS TO REMAIN ON ROTATIONAL TOWING FOR EVIDENCE/ACCIDENT TOWS.

Abatement -Vehicle, Boat, Trailer, RV - unit valued at less than \$500	\$100 per each unit towed
Abatement -Vehicle, Boat, Trailer, RV - unit valued at \$501 or greater	No tow Fee Paid
<i>Special Circumstances Additional Abatement Fee</i> Authorized by Abating Deputy, only in special cases where removal of unit for towing poses great difficulty.	\$100 per each unit towed (in addition to any other abatement fee paid)

**SPECIALIZED EQUIPMENT AVAILABLE ON YOUR CLASS A TOW TRUCK
USED ONLY TO DETERMINE WHICH TOW COMPANY CAN/CANNOT HANDLE A CALL.**

By signing below, I agree that I have received and understand the Abatement fee towing rates and agree to submit invoices in accordance with pricing listed above.

By: _____

Date: _____

[End Attachment B]

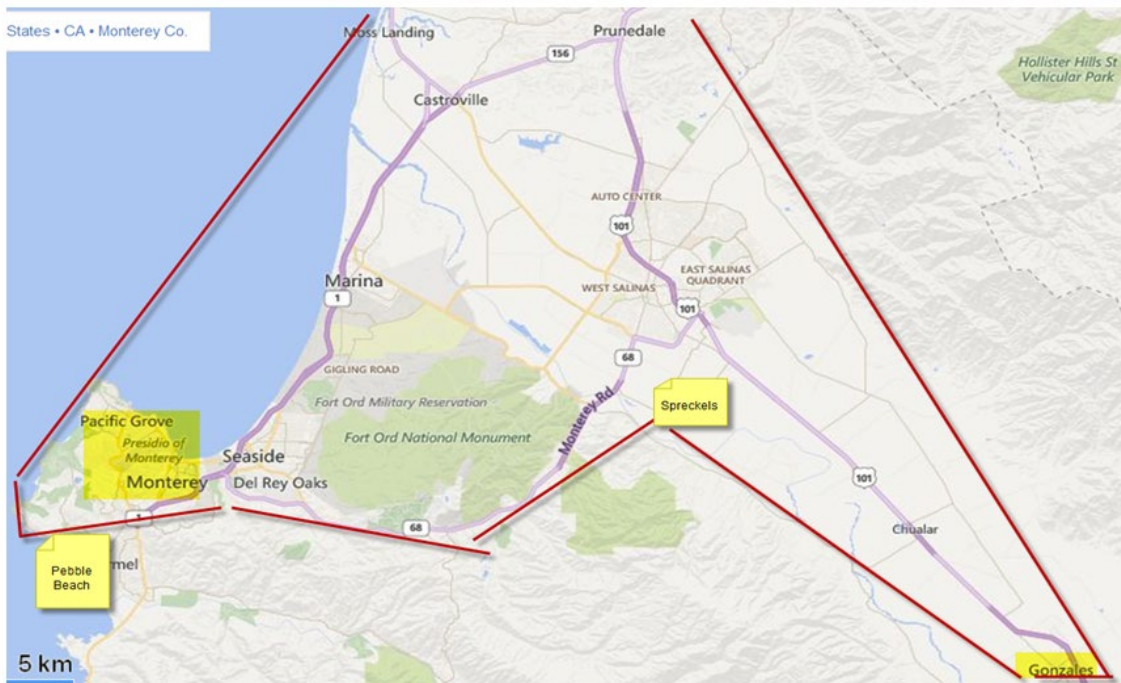
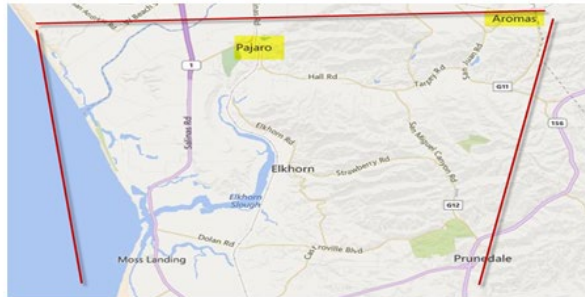
EXHIBIT A - ZONE ONE

Tow Fee Rates by District for Storage, Sheriff Requested Tows and Impounds:

[CONTRACTORS may bid on more than one District, and may bid separate rates per District. **NOTE: Participation in rotation requires that CONTRACTORS agree to tow all vehicles requested by the Vehicle Abatement Unit.**]

AREA ONE/Evidence and Abatement Towing Only

Includes North County Line and any Unincorporated Areas around: Pajaro, Las Lomas, Aromas, Moss Landing, Prunedale, Castroville, Marina, Salinas, Seaside, Sand City, Del Rey Oaks, Monterey, Pebble Beach, Pacific Grove, Highway 68, Spreckels, Chualar, Gonzales, and River Road to Lanini Road.

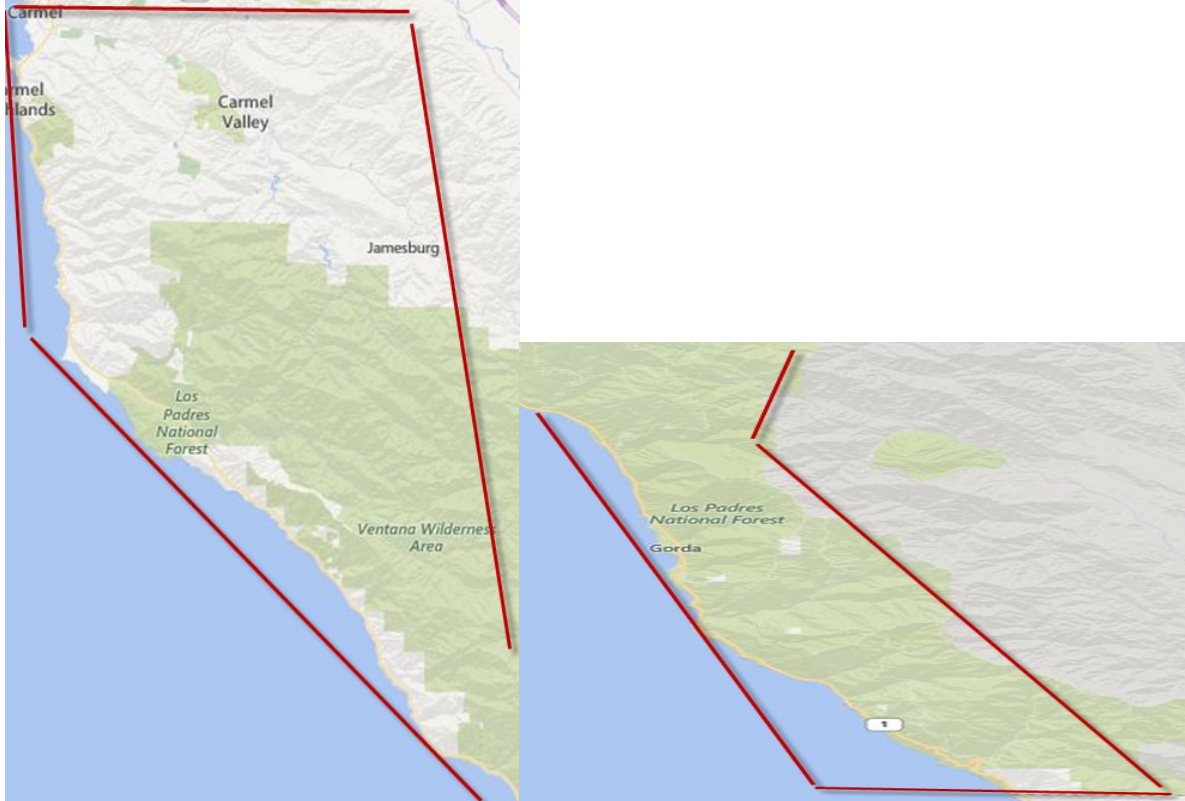


[End Exhibit A]

EXHIBIT B - ZONE TWO

Tow Fee Rates by District for Storage, Sheriff Requested Tows and Impounds:
[CONTRACTORS may bid on more than one District, and may bid separate rates per District. **NOTE: Participation in rotation requires that CONTRACTORS agree to tow all vehicles requested by the Vehicle Abatement Unit.**]

AREA TWO/Evidence and Abatement Towing Only
Includes any **UNINCORPORATED** area around Carmel, Carmel Valley, Big Sur, Lucia, Gorda, down to the County line at Ragged Point on the coast and all of Nacimiento Road.

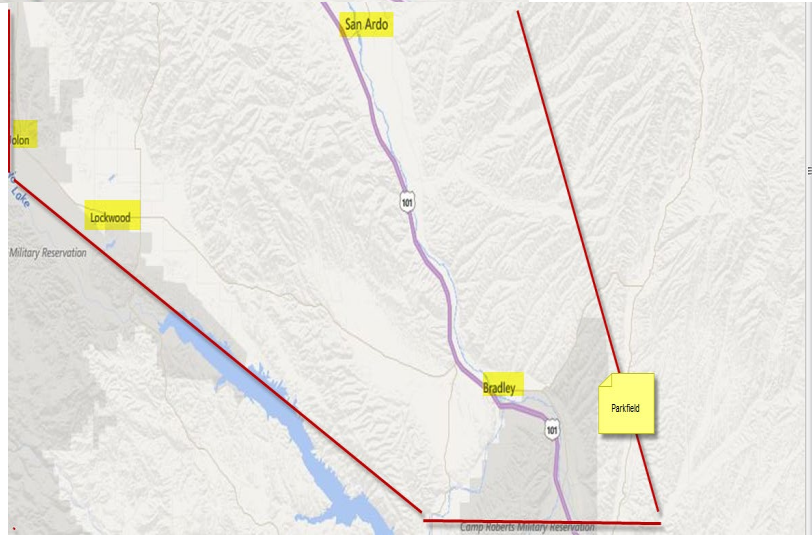
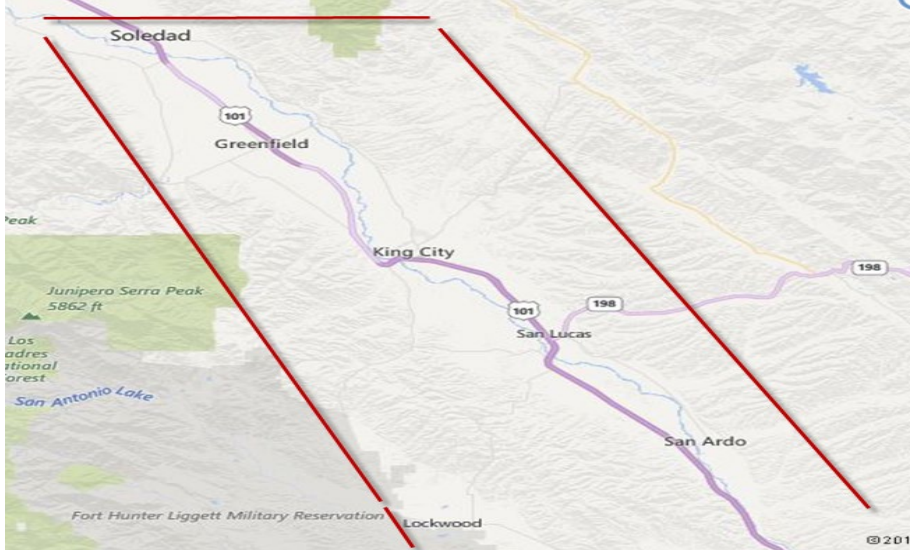


[End Exhibit A]

EXHIBIT C - ZONE THREE

Tow Fee Rates by District for Storage, Sheriff Requested Tows and Impounds:
[CONTRACTORS may bid on more than one District, and may bid separate rates per District. **NOTE: Participation in rotation requires that CONTRACTORS agree to tow all vehicles requested by the Vehicle Abatement Unit.**]

AREA THREE/Evidence and Abatement Towing Only
Includes any **UNINCORPORATED** areas around Soledad, Greenfield, King City, San Lucas, San Ardo, Jolon, Lockwood, Bradley, Bryson/Hesperia, and Parkfield to the County line.



[End Exhibit C]

**EXHIBIT D -
TOW OPERATOR INFORMATION**

EACH TOW OPERATOR MUST COMPLETE & SUBMIT A SEPARATE EXHIBIT D.

Operator/Driver:

First Name: _____ Middle Initial: _____ Last Name: _____

List all AKA's: _____

Company Name: _____ Address: _____

Drivers License Number: _____ State: _____ Expiration Date: _____ Date of Birth: _____

License Class: _____ Endorsements: _____ Medical Certification? [] Yes [] No

Medical Certificate Expiration Date: _____ Job Title/Classification: _____

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

Class A: _____ Years Class B: _____ Years Class C: _____ Years Class D: _____ Years

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

Operator/Driver ever been convicted of a crime? [] Yes [] No. If yes, explain the circumstances. Include the crimes committed, sections violated, and date of convictions, Country, State, and County where crimes were committed.

(Use additional pages if necessary)

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

The Operator and Driver are advised that the giving of false information to a Peace Officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

Operator's/Owner signature: _____ Date: _____

Tow Driver's signature: _____ Date: _____

[End Exhibit D]

EXHIBIT F TOW TRUCK EQUIPMENT SPECIFICATIONS

MONTEREY COUNTY SHERIFF'S DEPARTMENT TOW TRUCK INSPECTION GUIDE							
Area Number	Company:					Legend P= Pass F= Fail	
Year	Make	Model	License Number	VIN			
GV/WR	Equipment Type (Check Appropriate Box) <input type="checkbox"/> Conventional <input type="checkbox"/> Under lift <input type="checkbox"/> Truck Hitch <input type="checkbox"/> Wheel Lift <input type="checkbox"/> Car Carrier						
REQUIREMENTS FOR ALL CLASSES							
CALIFORNIA VEHICLE CODE REQUIREMENTS							
P	F			P	F		
		Current Registration	4000 VC			Parking Brake	26451 VC
		Headlights	24400 VC			Windshield	26700 VC
		Beam Indicator	24408 VC			Windshield Wipers	26706 VC
		Tail Lamps	24600 VC			Mirrors	26709 VC
		License Plate Lamp	24601 VC			Horn	27000 VC
		Stop Lamps	24603 VC			Exhaust System	27150 VC
		Rear Lamps W/Cord	24605 VC			Fuel Cap	27155 VC
		Backup Lamps (1960+)	24606 VC			Tire Tread	27465 VC
		Reflectors, Rear	24607 VC			Fenders/Mud Guards	27600 VC
		Reflectors, Front and Side (1968+)	24608 VC			Broom	27700 VC
		Turn Signals	24951 VC			Shovel	27700 VC
		Clearance Lamps (>80" wide)	25100 VC			Fire Extinguisher 4B, C Rating	27700 VC
		Amber Warning Lights	25253 VC			Safety Chains	29004 VC
		Warning Devices (Reflectors)	25300 VC			Signs	27907 VC
		Service Brakes	26311 VC				
SERVICE AND OTHER EQUIPMENT							
		Flashlight				Hydraulic jack	
		Wrecking Bar (Large Pry Bar)				Metric and Standard Lug Wrenches	
		Equivalent of six 30 Minute Flares				Rubber Mallet/Hub Cap Tool	
		Trash Cans W/Absorbent				Lockout Tools (Classes A and B)	
		Shop Bags/Paper Towels				Motorecycle Straps (Class A)	
		Shop to Truck Communications				Sledge Hammer	
		Fuel in Approved Containers (Classes A and B)				Tool Kit	
		Booster Battery or Hot Box					
TOWING EQUIPMENT							
		Rating Plates				Wrecker Controls	
		Controls Labeled				Throttle Control	
		Wrecker Boom Assembly				Hydraulic Rams, Hoses, Valves	
		Wheel Lift Assembly				Cable Sheaves	
		Mounting Bolts				Recovery Chain	
		Winch					
WHEEL LIFT							
		Pivot Pin				Cradle/Straps	
		Wheel Tie Down Straps				Grid/Fork	
		"L" Bars				Claw	
CONVENTIONAL							
		Tow Sling				Sling Pads	
CAR CARRIER							
		Carrier Bed Frame				Bed Safety Lock	
		Bed Hinges				Loading Bridle	
		Slide Pads					
VEHICLE SAFETY							
		Steering				Suspension	
		Frame				Wheels	
COMMENTS: :							

REQUIREMENTS SPECIFIC TO CLASS)					
CLASS A					
P	F		P	F	
		Minimum 10,000 Pound GVWR Chassis			Tow Sling 3,000 Pounds (If Equipped)
		4 – Ton Recovery Equipment Rating			Tow Chains 5/16" Alloy with J/T Hooks
		One 3 – Ton Snatch Block			Safety Chains 5/16" Alloy or OEM Specifications
		Tow Dolly			Wheel Lift Rating – Extended 3,000 pounds
		One Pair Spacer Blocks			4" X 4" X 48" & 4" X 4" X 60" Wood Crossbeams
		Steering Wheel Securement Device			100' 3/8" 6X19 Cable or OEM Specifications
		Wheel Lift Safety Straps			
CLASS A CAR CARRIER – ONE VEHICLE					
		Minimum 10,000 Pound GVWR Chassis			4 Safety Chains 5/16" Alloy or OEM Specifications
		50' 3/8" 6X19 Cable or OEM Specifications			One Pair Spacer Blocks
		J/T Hook Loading Bridle Chains			4" X 4" X 48" & 4" X 4" X 60" Wood Crossbeams
CLASS A CAR CARRIER – TWO VEHICLE					
		Minimum 16,001 Pound GVWR Chassis			One Pair Spacer Blocks
		J/T Hook Loading Bridle Chains			Steering Wheel Securement Device
		50' 3/8" 6X19 Cable or OEM Specifications			4" X 4" X 48" & 4" X 4" X 60" Wood Crossbeams
		4 Safety Chains 5/16" Alloy or OEM Specifications, For each Carried Vehicle and 2 for each Towed vehicle.			
CLASS B					
		Minimum 19,501 Pound GVWR Chassis			Tow Chains ½" Alloy or OEM Specifications
		14 – Ton Recovery Equipment Rating			4" X 4" X 48" & 4" X 4" X 60" Wood Crossbeams
		150' 7/16" 6X19 Cable or OEM Specifications			One Pair Spacer Blocks
		Safety Chains ½" Alloy or OEM Specifications			Wheel Lift Rating – Retracted 10,000 Pounds
		Two 8 – Ton Snatch Blocks			Wheel Lift Rating – 85" Extension 8,000 Pounds
		Air Brakes or Hydraulic W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Safety Tie-Down Chains
		Axle Covers/Caps			Aluminum Tow Angles
		Tow Sling 7,000 Pound Rating (If Equipped)			
CLASS B CAR CARRIER – ONE VEHICLE					
		Minimum 19,501 Pound GVWR Chassis			One Pair Spacer Blocks
		50' 3/8" 6X19 Cable or OEM Specifications			4" X 4" X 48" & 4" X 4" X 60" Wood Crossbeams
		J/T Hook Loading Bridle Chains			Steering Wheel Securement Device
		4 Safety Chains 5/16" Alloy or OEM Specifications, For each Carried Vehicle and 2 for each Towed vehicle.			
CLASS C					
		Minimum 33,000 Pound GVWR Chassis			Tow Chains 5/8" Alloy or OEM Specifications
		25 – Ton Recovery Equipment Rating			4" X 4" X 48" & 4" X 4" X 60" Wood Crossbeams
		200' 5/8" 6X19 Cable or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating – Retracted 25,000 Pounds
		Two 12 – Ton Snatch Blocks			Under Lift Rating – 100" Extension 12,000 Pounds
		Air Hoses and Fittings			Wheel Lift Safety Straps
		Steering Wheel Securement Device			Lift/Fork Adapters
		Axle Covers/Caps			Aluminum Tow Angles
		Tow Sling 12,000 Pound Rating (If Equipped)			Safety Tie-Down Chains
CLASS D					
		Minimum 50,000 Pound GVWR Chassis			Tow Chains 5/8" Alloy or OEM Specifications
		30 – Ton Recovery Equipment Rating			4" X 4" X 48" & 4" X 4" X 60" Wood Crossbeams
		250' ¾" 6X19 Cable or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Hydraulic or Mechanical Winch(es)
		Two 12 – Ton Snatch Blocks			Under Lift Rating – Retracted 32,000 Pounds
		Air Brakes W/Air Hookup Package			Under Lift Rating – 100" Extension 16,000 Pounds
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles
		Axle Covers/Caps			Safety Tie-Down Chains
		Tow Sling With 20,000 Pound Rating			

[End Exhibit F]

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP # 10800

ISSUE DATE: Thursday September 30, 2021



RFP TITLE: ABATEMENT AND EVIDENCE TOWING

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY 3:00 P.M., LOCAL TIME, ON Thursday October 28, 2021

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US, (831) 783-7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER SECTION 8.1 HEREIN

This Signature Page must be included with your submittal to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____