



Request for Proposals and Qualifications

City Generated Towing
Evidence Towing and Storage

RFP Release Date: March 1, 2010

Proposal Due Date: April 19, 2010

A. Introduction

The City of Salinas is seeking a qualified and experienced Contractor to provide services for City-generated, evidence-related tows in accordance with this Request for Proposals and Qualifications (“Request”). The Contractor will be expected to provide all personnel, labor, equipment, materials, tools, services, storage, and maintenance facilities, and special skills required to meet the requirements of this Request, in accordance with Attachment A, Scope of Services.

The Contractor selected as a result of this Request shall enter into an agreement with the City for the provision of tow services. The term of the Agreement shall be for one (1) year. Upon mutual agreement of the City and the Contractor, the agreement may be renewed on a year-to-year basis at a fee determined by the City. Any proposal submitted must be accurate, complete, and valid for the term of the agreement.

The following information is set forth to aid prospective contractors in gaining an understanding of the proposal requirements and procedures. It is the responsibility of each Contractor to review all of the documents and make such further investigation as is necessary to assure full understanding of the nature of this Request, its requirements and procedures.

Through a combination of proposal review and conference, including the possibility for interviews, the City will seek to identify the most qualified professional Contractor that will best meet the needs of the City at a minimal cost to the City. It is expected that the Contractor selected through this process will provide the City of Salinas with an efficient, secure, and cost-effective approach to meeting the City-generated evidence tow requirements.

B. Anticipated Schedule

The City’s anticipated timeline for completion of this process is as follows:

Event	Date
Release of Request for Proposals	March 1, 2010
Mandatory Pre-Submittal Conference	March 22, 2010
Deadline for Questions and Objections	March 29, 2010
City’s Response to Written Questions	April 12, 2010
Deadline for Submittal of Proposals	April 19, 2010
City Review of Proposals	May 19, 2010
Negotiating Period	May 19, 2010-May 31, 2010
City Council Consideration and Approval of Tow Service Agreement	June 15, 2010

C. Services to Be Provided

Contractors selected through this process and under contract with the City will be responsible for meeting all City-generated evidence tow requirements including, tows of vehicles impounded by the City and held for investigation as evidence in a criminal case. The general equipment specifications and use requirements for Contractors are set forth in Attachment A. Each prospective contractor shall specifically identify how it can immediately upon award of a contract meet the specifications and use requirements set out in Attachment A, or demonstrate a functional equivalent which will provide at least the same level of security and access as that identified in Attachment A.

The ability of the Contractor to provide the highest level of customer service to the City in the most cost-effective manner and with the highest level of security and preservation of evidence is of utmost importance to the City and is the main reason for awarding an agreement. The Contractor shall be available to respond with sufficient operational equipment to handle any evidence-related tow call, twenty-four hours a day, seven days a week, including holidays. The City places no maximum on the number of City-generated evidence tows that a Contractor may be required to provide in any time period and there shall be no obligation upon the City to provide a Contractor with any minimum number of City-generated evidence tows during any time period.

The Contractor will be expected to comply with all local, state, and federal laws, rules, and regulations at all times during the term of the agreement, including all applicable permit requirements. This includes, but is not limited to, those requirements set forth in the California Evidence Code.

D. Mandatory Pre-Submittal Conference

A mandatory Pre-Submittal Conference will be held on March 22, 2010 at 10 A.M. in the West Wing Conference Room located inside Salinas City Hall at 200 Lincoln Avenue. This meeting requirement may only be met by attending in person.

The purpose of this meeting is for City staff to present an overview of the Request for Proposals and Qualifications and answer any questions. City staff reserves the right not to answer any questions that are not applicable, not relevant, or not appropriate. At its discretion, City staff may defer certain questions. An addendum will be issued to respond to questions posed in writing. Only responses and clarifications issued via a written addendum shall be binding on the City. Please submit all questions by the deadline indicated in the Anticipated Timeline shown above.

Any objections to the structure, content, or distribution of this Request for Proposals and Qualifications must be submitted in writing to the contact person identified below prior to the submission deadline for Questions and Answers. Objections must be as specific as possible and identify the section number and title, as well as a description and rationale for the objection.

E. Submission of Proposals

The City will receive Proposals until April 19, 2010, at 5 P.M. Prospective Contractors should submit one (1) original and six (6) copies of the written proposal, each clearly marked as such. The Proposals shall be submitted in a sealed envelope or package and clearly marked: **City-Generated Evidence Tow Proposal**, and submitted to the City of Salinas, 200 Lincoln Avenue, Salinas, CA 93901, Attention: City

City of Salinas

Request for Proposals: City Generated Evidence Tows and Storage
February 8, 2010—Draft

Page 3 of 18

Clerk.

The City will not accept fax, telephone or telegraphic information. Postmarks will not be accepted. The deadline is absolute and Proposals received after the due date and time will not be accepted or considered and will be returned to the Contractor. Prospective Contractors must select a method of delivery that ensures proposals will be delivered to the correct location by the due date and time. All submittals, whether selected or not, shall become the property of the City of Salinas.

Prospective Contractors are specifically directed not to contact any City personnel for meetings, conferences, or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of Proposals.

F. Proposal Organization and Format Requirements

In order to expedite and to maintain consistency in the evaluation process, each Proposal shall be organized in accordance with this section. Proposals that do not follow the specific format outlined below, or that fail to provide the required documentation, may receive lower scores, or disqualified if found to be non-responsive. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City's sole discretion. Proposals shall, at a minimum, include the following information in the format indicated.

1. **Cover Letter.** Include a transmittal letter identifying the Contractor's company/entity status and the proposal package being submitted. Include other important general information deemed significant enough to be highlighted. The letter shall provide the name, address, telephone number, facsimile number, and e-mail address (if available) of the individual authorized to contractually bind the company/entity.
2. **Executive Summary.** Include a summary containing highlights of the proposal approach, describing how the Contractor would be organized and how the Contractor will ensure responsiveness to City staff and City requirements.
3. **Technical Response.** Include a description of the Contractor's ability to meet the minimum general specifications and use requirements identified in Attachment A, or ability to provide a functional equivalent, a list of all the Contractor's employees, a list of the key personnel assignments and responsibilities, and a copy of current tow operator permits and/or licenses. This should include a list of all tow vehicles in the Contractor's fleet which will or may be used in meeting the obligations under an Agreement with the City. This should also include a full and detailed presentation of the Contractor's experience in the fulfillment of City-generated tow services, to include a specific description of any relevant experience with public agencies and performing evidence-related tows.
4. **Financial Qualifications.** Include copies of financial statements for the company/entity that is proposed to perform the services required in the resulting agreement, for the most recent two years. Financial statements should include a balance sheet and an income statement, including assets, liabilities, and net worth. Financing of the services and equipment will be the sole responsibility of the Contractors. The Contractor must demonstrate that it can provide the required financing from either (1) internally generated funds, or (2) commitments from external sources. In the event funds are to be borrowed to finance any portion of the total investment,

the Proposal should include Letters-of-Intent from a bank or other lending institution.

5. Proof of Insurability. A letter of commitment or certificate of insurance from an acceptable insurance company setting forth that the required insurance coverage, set forth in Attachment B attached hereto, will be available at the time of commencement of the agreement term.
6. Description of Entity Status. A statement of the Contractor's corporate status (and type of legal entity) and the names of its principal officers including Chief Executive Officer and Chief Financial Officer or Treasurer.
7. Contact Information. Name, title, address, and telephone number of the Contractor's designated contact person or communications pertaining to this proposal.

G. Attachments

The following documents must be completed and submitted with the Proposal:

1. Attachment C, Proposal Certification
2. Attachment D, Proposal Questionnaire

H. General Provisions

1. Prospective Contractors are responsible for making all necessary investigations and examinations of documents. Failure to do so will not act to relieve any condition of the proposed agreement or the above requirements. It is mutually agreed that the submission of a proposal shall be considered conclusive evidence that the prospective Contractor has made such investigations and examinations. No request for modification of a Proposal shall be considered after its submission on the grounds that the Contractor was not fully informed as to any fact or condition.

2. The City will assume no responsibility for any understandings or representations concerning conditions made by any of its officers or employees prior to execution of a final agreement unless they are included in this Request.

3. Any reasonable inquiry to determine the responsibility of a prospective Contractor may be conducted. The submission of a Proposal shall constitute permission by the prospective Contractor for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from the prospective Contractor for further consideration.

4. A prospective Contractor may withdraw their Proposal at any time prior to the date and time which is set forth herein as the deadline for acceptance of Proposals.

5. Each prospective Contractor submitting a Proposal in response to this Request agrees the preparation of all materials for submittal to the City and all presentations are at the prospective Contractor's sole cost and expense, and the City will not, under any circumstances, be responsible for any costs or expenses incurred by a prospective Contractor. In addition, each candidate agrees that all documentation and materials submitted with a proposal will remain the property of the City.

6. The City reserves the right to request additional information from any and all prospective Contractors as deemed necessary by the City in order to evaluate the proposals. This process may not be used as an opportunity to submit missing documentation or to make substantive revisions to the original proposal.

7. The City will likely conduct site inspections of the prospective Contractors' vehicle storage locations and business facilities for the purpose of determining the full capabilities of the prospective Contractors and to verify that site requirements are present and accounted for. Prospective Contractors will be notified in advance on the date and time at which the site visit will take place.

8. The City reserves the right to reject any and all Proposals and, in the event a Proposal is selected, it may attempt to negotiate an agreement with the Contractors who, in the sole judgment of the City, are the best qualified to provide City-generated evidence tow services.

9. The City shall not award a franchise or enter into an Agreement with any prospective Contractor that has previously been removed from the City's rotational tow program, that has previously had an agreement with the City terminated, or that has previously been found to have violated any provision of the City's Tow Service Franchise Agreement or related ordinances.

10. The City reserves the right to enter into an agreement with a Contractor at any time, deviate from this Request, reject any or all proposals, continue to advertise for new proposals, negotiate with multiple Contractors simultaneously, waive any defects in a proposal, or to proceed otherwise. The Request and the selection process will in no way be deemed to create a binding contract or agreement of any kind between the City and any prospective Contractor. The submission of a proposal does not in any way commit the City to enter into an agreement with any prospective Contractor.

11. Contractor shall agree to abide by all laws, rules, and regulations of the United States, State of California, County of Monterey, and the City of Salinas, securing all necessary licenses, permits, and other forms of identification as may be required, in connection with the resulting Agreement, all at no additional cost to the City.

I. Review Process and Selection Criteria

It is the City's sole desire to contract with qualified, professional tow service providers that have the proven experience, financial resources, and professional expertise to deliver the highest quality, most secure, and economically feasible service to the City. Strong consideration will, therefore, be given to the Contractor's experience and ability to meet the requirements set forth in this Request and the extent and quality of the Contractor's existing facilities and services

An evaluation committee comprised of City staff members will conduct evaluation of the Proposals. The City may utilize the services of appropriate experts, and the City Council's Tow Program Subcommittee, to assist in the evaluation process if determined by the City Manager to be necessary.

Upon conclusion of this process, City staff will make a recommendation to the City Council regarding the selection of the highest ranked Contractor, based upon the evaluation of the Proposals. The City will enter into negotiations with one or more potential Contractors. The City reserves the right to negotiate project deliverables and associated costs. All Agreements will require the Contractors to adhere to the terms of their Proposal and to act in accordance with all applicable laws and regulations. An Agreement

shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City.

Selection of the most qualified Contractors will be based on a number of factors including, but not limited to:

1. Experience and ability of the proposed Contractor to provide City-generated evidence tow services as described in this Request.
2. Proposed cost to the City.
3. Ability to adhere to the specifications and use requirements, or to provide a functional equivalent thereto which provides at least as high a level of security as that of the specifications and use requirements.
5. Experience of the proposed Contractor in providing City-generated tow services, including prior law enforcement tow experience and also including evidence-related tows.
6. Evaluation of the equipment to include numbers, types, and conditions of tow vehicles and auxiliary equipment.
7. Evaluation of the storage facility to include general physical condition, security, and location in relationship to the area from which the vehicles are towed. This evaluation will focus on the prospective Contractor's ability to provide a secure area for the storage of vehicles to be used as evidence in a criminal proceeding.
8. References of current municipalities or other governmental entities currently served.

The City may, in its sole discretion, use any or all of the above criteria in its selection of Contractors and weigh each factor in its sole discretion. The City will evaluate the submissions, including past performance of the prospective Contractor, if available; evaluate the appropriateness of the Proposal in accomplishing the goals of the City; interview prospective Contractors and references, if deemed necessary; and review the cost to the City.

Following City review of the proposals, the City will analyze qualifications and Proposals and may request additional information. The selection of the Contractor will be based primarily upon the Proposal as described in the written material submitted; however, all those submitting proposals agree that a final selection or rejection of any or all of the Proposals shall lie within the sole discretion of the City, and shall be final and binding upon, and non-appealable to a court of law or any other third party, by a prospective Contractor.

By submitting its proposal, the prospective Contractor is warranting that if the City determines an agreement is in the best interests of the City, it will enter into an agreement within the time period specified in this Request after City staff forwards notice to the Contractor of the City's acceptance of its Proposal. If an agreement is not fully executed between the chosen Contractor and the City within the aforementioned period and the City selects another Contractor, the originally chosen Contractor shall have no rights under this document or documents related to the offering discussed herein.

J. Grounds For Disqualification

All prospective Contractors are expected to comport themselves with the utmost integrity and responsibility throughout the Proposal process. Any prospective Contractor who violates these expectations, as determined in the sole discretion of the City, will be subject to disqualification. Generally, the grounds for disqualification include:

1. Contact regarding this procurement with any City official or employee, other than the contact person designated in this Request, from the time of issuance of this Request until the City Council's consideration and approval of Tow Service Franchise Agreements.
2. Evidence of collusion, directly or indirectly, among prospective Contractors in regard to the amount, or the terms and conditions of this Request and the Agreement.
3. Influencing, or attempting to influence, any City staff member or evaluation team member throughout the solicitation process, including the development of specifications beyond those included here, if any.
4. Evidence of submitting incorrect or inaccurate information in response to this Request or misrepresentation or failing to disclose facts during the evaluation or negotiation process.
5. Existence of any lawsuit, claim, or dispute between the prospective Contractor and the City.
6. Evidence of the prospective Contractor's inability to successfully complete the responsibilities and obligations of the proposal.
7. The Contractor's default under any City agreement or termination of a previous franchise or agreement.

J. Best and Final Offer

A Best and Final Offer may be held with finalists that have scored in the competitive range if additional information or clarification is necessary in order to make a final decision. The BAFO may allow prospective Contractors to revise their original technical and/or cost proposals based on information received from the City. The City will send out the request for a BAFO with instructions addressing the areas to be covered and the date and time in which the BAFO is to be submitted. After receipt of the BAFO, scores may be adjusted based on the new information received in the BAFO. The City will request only one BAFO, unless the City Manager determines in writing that another BAFO is warranted. Prospective Contractors are cautioned that the BAFO is optional and at the sole discretion of the City. Therefore, prospective Contractors should not assume there would be an additional opportunity to amend their technical or price proposals after the original submission of technical and price proposals. Potential Contractors may not request an opportunity to submit a BAFO.

K. Records and Financial Data

All correspondence with the City, including responses to this Request, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted in response to this Request will be subject to disclosure if requested by a member

of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Personal financial information that a prospective Contractor considers confidential, the disclosure of which would be an unwarranted invasion of personal privacy, should be submitted in a sealed envelope marked "CONFIDENTIAL: PERSONAL FINANCIAL RECORDS; NOT PUBLIC RECORDS." A prospective Contractor should not mark their entire Proposal as "Confidential." During the selection process, the City will keep such information confidential and will not disclose it, except as otherwise required under applicable law. This means that, depending on the nature of timing of the request, or future court decisions, that personal financial information may not remain private and may be publicly disclosed. Once the developer selection process is completed, the City will return this information to any prospective Contractor who is not selected.

If a Proposer is selected, the City may retain and submitted information and disclose it to the City Council, and any subcommittees thereof, and the public in connection with consideration of an agreement with the City as evidence of the Proposer's ability to carry out the development. Given the nature of the applicable law under the California Public Records Act, the City cannot guarantee or warrant that it will be able to keep submitted information, including personal financial records, confidential. The successful Proposer agrees to indemnify, defend, and hold the City harmless from and against any suit brought under the California Public Records Act to obtain the records; otherwise, the City shall not be obligated to defend such suit and may release the records.

L. Non-Discrimination/Non-Preferential Treatment

The successful contractors agree that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of City of Salinas contracts.

M. Contact Information

Unless otherwise directed, all communication regarding this Request for Proposals should be directed to

City of Salinas
Salinas Police Department
Attn: Sergeant John Lynn
222 Lincoln Avenue
Salinas, California 93901
Telephone: 831.758.7321
Facsimile: 831.758.7934
johnl@ci.salinas.ca.us

Attachment A

EVIDENCE TOW REQUIREMENTS

To be eligible for the evidence tows the company shall comply with all of the following requirements for evidence tows:

- A. Evidence Tow Facility
- 1) The separate secure evidence facility shall be maintained for law enforcement use only. The public shall have no physical or visual access to the secured area. The evidence facility shall not serve the public or house public vehicles.
 - 2) All evidence vehicles shall be stored inside one structure that is completely enclosed and secure (solid walls, locks, metal bars, etc). Storage areas may not be divided or split into other buildings.
 - 3) The facility shall be soundly constructed and weatherproof (dust and climate controlled). Walls dividing the secure evidence area from the rest of the building shall be of solid material (sheet rock, plywood etc) from floor to ceiling. The floor of the facility shall be smooth concrete, sealed or painted, free from oil, grease, water, fluid, dirt and debris. Light from any roof skylights or openings in the building must be capable of being blocked if necessary.
 - 4) The facility shall be located in the city limits or no farther than one mile from the city limits and meet or exceed all applicable building, and fire codes.
 - 5) The facility shall be accessible to authorized personnel of the Salinas Police Department 24 hours a day, 7 days a week.
 - 6) The facility building shall have security features that include activation by motion, door/window entry contact, and fire. The alarm system shall be monitored by a credible alarm service approved by the Salinas Police Department. A keypad shall be used to access the alarm.
 - 7) The facility shall have full digital video surveillance of the secure evidence storage area, allowing for viewing from at least the inside four corners, capable of remote viewing access (dial up modem, DSI etc.). Continuous camera surveillance shall be recorded to DVD, with copies made available to the Salinas Police Department when requested.
 - 8) Each storage area shall be lit with two different lighting systems. Each storage area shall have two 22 inch, 400-watt sodium vapor lights. Each area shall also have one night-light fixture consisting of 2 eight-foot long florescent bulbs, powered by a separate light switch.
 - 9) A minimum of four electrical outlets powered by a 30-amp breaker shall be available to the secure evidence areas.
 - 10) A portable vehicle lift (6,000-lb. Minimum), eagle claw attachment and one-person safety hoist box shall be available.
 - 11) A secure storage area shall be provided for the equipment and processing supplies of Crime Scene Investigators.
 - 12) Adequate firefighting equipment shall be present.
 - 13) A cargo trailer at least 24 feet long, having a GVWR of minimum 9,900 lbs., capable of receiving a full sized vehicle shall be present. The trailer shall be

capable of totally enclosing the vehicle and shielding it from the elements and contamination.

- 14) The facility shall have a meeting room, telephone access, worktables and adequate restroom facilities. The Franchisee shall be responsible for the cleaning and maintenance of the facility and secure storage area.

B. Secure Evidence Towing Facility Processing Areas

The Secure Evidence Facility processing/storage area shall be divided into three distinct areas, pre-processing, post processing and open, to be divided by a twelve-foot high chain link fence, topped by three strands of bobbed-wire and razor wire. Vehicular and pedestrian access to these areas shall be securable with pad locks.

- 1) Pre-Processing Vehicle Area - Accessible only by Crime Scene Investigators.
This area shall store the Vehicles before they are processed for evidence. When a vehicle is stored in the pre-processing area, twenty-four hour a day video surveillance shall commence. Upon completion of the processing, a DVD recording shall be supplied to SPD by the tow yard. This area must be large enough to store at least two (2) full sized vehicles with a five-foot clearance around each vehicle, enabling adequate pedestrian movement for processing.
- 2) Post-Processed Vehicles Area - Accessible only by Crime Scene Investigators and used for vehicles after processing, during processing or overflow of pre-processing area. This area shall be large enough to store two (2) full sized vehicles with adequate room for pedestrian movement.
- 3) Open Vehicle Area - accessible by Crime Scene Investigators and tow staff and used for vehicles awaiting transfer and undercarriage in section. This area shall be large enough to store two (2) full sized vehicles with adequate room for pedestrian movement.
- 4) Rules Governing Facility, Storage Fees and Towing - Vehicles impounded as evidence tows shall be towed in the following manner:
 - a. A flat bed tow truck shall be used.
 - b. As determined by the Salinas Police Department, an enclosed trailer shall be used for transporting vehicles from other agencies to Salinas, or when requested.
 - c. Tow driver shall follow police officer instructions and must wear gloves at all times and handle the vehicle to ensure the maintenance of evidence.
 - d. The tow truck shall respond within specified contract times.
 - e. No storage fees shall be charged for vehicles stored in the pre processing area or in a pre-processing status for the first thirty (30) days. Vehicles stored after 30 days shall be charged:
 - At the per day inside storage rates established by the City
 - At the per day outside storage rates established by the City
 - At the per tow rates established by the City.

f. The Franchisee shall pay any "advance or transfer charges" associated with a Salinas Police Department tow billed by another tow company.

Attachment B

Insurance.

(A) Contractor shall, throughout the duration of this Agreement, maintain comprehensive general liability and property insurance covering all operations of the Contractor, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

(B) Contractor shall maintain the following limits:

General Liability

Combined Single Limit Per Occurrence.....\$1 million

General Aggregate.....\$2 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis.)

Automobile Liability

Combined Single Limit Per Occurrence.....\$1 million

(The policy shall cover on an occurrence or an accident basis, and not on a claims made basis. The insurance shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles with limits not less than \$1,000,000 per accident for bodily injury and property damage.)

Worker's Compensation.....Full Liability Coverage

Garage Keeper's.....\$500,000

On-Hook/Cargo.....\$500,000

(C) All insurance companies with the exception of "Worker's Compensation" and "professional errors and omissions" affording coverage to the Contractor shall be required to add the City of Salinas, its officers, and, agents as additional "insured" by endorsement under the insurance policy and shall stipulate that this insurance policy will operate as primary insured for the work performed under this Agreement and that no other insurance affected by the City or other named insured will be called upon to contribute to a loss covered thereunder. The policy shall contain no special limitations on the scope of protection afforded to City, its officers, employees or agents.

(D) All insurance companies affording coverage to Contractor shall be insurance organizations authorized by the Insurance Commissioner to transact the business of insurance in the State of California.

(E) All insurance companies affording coverage shall provide thirty (30) days written notice by certified or registered mail to the City of Salinas should the policy be canceled or reduced in coverage before the expiration date. For the purpose of this notice requirement, any material change prior to expiration shall be considered cancellation.

(F) Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's Risk and Benefits Analyst, concurrently with the submittal of this Agreement. A statement on the insurance certificate which states that the insurance company "will endeavor" to notify the certificate holder, "but failure to mail such notice shall impose no obligation or liability of any kind upon the Contractor, its agents or representatives" does not satisfy the requirements of this subsection. The Contractor shall ensure that the authorized representative of the insurance company strikes the above quoted language from the certificate.

(G) Contractor shall provide a substitute certificate of insurance no later than ten (10) days prior to the policy expiration date. Failure by the Contractor to provide such a substitution and extend the policy expiration date shall be considered default by Contractor. In the event Contractor is unable to provide a substitute certificate of insurance within the time prescribed in this subsection, Contractor shall provide written confirmation of renewal, in a form satisfactory to the City, to act as proof of insurance only until such time as a certificate of insurance has been received by the City.

(H) Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Attachment C
Proposal Certification

NO PROPOSAL SHALL BE ACCEPTED WHICH HAS NOT BEEN SIGNED IN INK IN THE APPROPRIATE SPACE BELOW

Prospective Contractor's Company Name	
Address	
Telephone Number	
Facsimile Number	
E-mail Address	
Contact Person Name and Title	

PROSPECTIVE CONTRACTOR REPRESENTATIONS

1. Prospective operator did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Prospective Contractor in regard to the amount, terms, or conditions of this Proposal.

2. Prospective Contractor certifies that neither the Prospective Contractor nor its principals are presently disbarred, suspended, proposed for disbarment or suspension, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agent, any California state agents, or any local governmental agency.

3. Prospective Contractor did not receive unauthorized information from any City staff member or official during the Proposal period, except as provided for in the Request for Proposal package, formal addenda issued by the City, or the Pre-Proposal Conference.

4. Prospective Contractor hereby certifies that the information contained in the Proposal and all accompanying documents is true and correct.

5. Please check the appropriate box below:

If the Proposal is submitted by an individual, it shall be signed by him or her, and if he or she is doing business under a fictitious name, the Proposal shall so state.

If the Proposal is made by a partnership, the full names and addresses of all members and the addresses of the partnership, the full name and addresses of all members and the addresses of the partnership, the full names and addresses of all members and the address of the partnership shall be stated and the proposal shall be signed for all members by one or more members thereof.

If the Proposal is made by a corporation, it shall be signed in the corporate name by an authorized officer or officers.

If the Proposal is made by a limited liability company, it shall be signed in the corporate name by an authorized officer or officers.

If the Proposal is made by a joint venture, the full names and addresses of all members of the joint venture shall be stated and the bid shall be signed by each individual.

By signing below, the submission of a bid shall be deemed a representation and certification by the prospective operator that they have investigated all aspects of the Request for Proposals, that they are aware of the applicable facts pertaining to the Request for Proposals process, its procedures and requirements, and that they have read and understood the Request for Proposals.

Authorized Representative Name (print name)	
Authorized Representative Name (sign name)	
Authorized Representative Title, if any (print title)	
<i>Complete Additional Signatures Below as Required Under Number 5 Above</i>	
Authorized Representative Name (print name)	
Authorized Representative Name (sign name)	
Authorized Representative Title, if any (print title)	
[Cross-hatched separator row]	
Authorized Representative Name (print name)	
Authorized Representative Name (sign name)	
Authorized Representative Title, if any (print title)	

Attachment D
Proposal Questionnaire

All information requested in this Questionnaire shall be furnished by the Prospective Contractor, and shall be submitted with the Proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy, or misstatement may be cause for the rejection of a Proposal.

1. Please confirm, by checking the box that follows this paragraph, that the Prospective Contractor has:

- a. Owns a sufficient number of tow vehicles of the capacity required to perform the work as specified in the Request for Proposals and Attachment A.
- b. Has a minimum of five (5) years experience in the successful operation of a vehicle towing business.
- c. Is eligible to receive a City of Salinas towing franchise.

2. If a corporation, answer the following:

- a. When incorporated? _____
- b. In what state? _____
- c. Authorized to do business in California?
If so, what date? _____

3. If NOT a corporation, answer the following:

- a. Name of Organization: _____
- b. Date of Organization: _____
- c. Entity Status (Partnership, LLC): _____
- d. Registered in California?
If so, when? _____

4. Have you ever had a bond or surety denied, canceled, or forfeited?

Yes No

If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture in an attached statement.

5. Have you ever declared bankruptcy or been declared bankrupt?

Yes No

If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets

6. Has your company/entity ever had any agreements cancelled?

Yes No

If yes, give details in an attached statement.

7. Has your company ever been sued for issues pertaining to fee payment, performance or other related issued?

Yes No

If yes, give details in an attached statement.

8. Are you now engaged in any litigation or action which does now or could in the future affect your ability to pay fees or perform under the Agreement?

Yes No

If yes, give details in an attached statement.

The undersigned hereby declares under penalty of perjury that all statements, answers, and representations made in this questionnaire are true and accurate, including all supplementary statements attached hereto. In the case of a corporate Prospective Contractor, the signature of one duly authorized representative is sufficient.

Signature

Date

Printed or Typed Name

Title (if any)