



**CITY OF SAN DIEGO**  
**PURCHASING & CONTRACTING DEPT.**  
**1200 Third Avenue, Suite 200**  
**San Diego, CA 92101-4195**

Proposal No. 9226-08-P-RFP

**REQUEST FOR PROPOSAL**

**Closing Date: April 4, 2008**  
**@ 4:00 pm P.S.T.**

**Subject: Furnish the City of San Diego with Computer Operated Towing Dispatch Center**

**Timeline: As may be required for a period of two (2) years from date of award, with options to renew for three (3) additional one-year periods, in accordance with the attached specifications.**

Company _____	Name _____
Federal Tax I.D. No. _____	[PRINT OR TYPE]
Street Address _____	Signature* _____
City _____	Title _____
State _____ Zip Code _____	Date _____
Tel. No. _____ Fax No. _____	* <b>Authorized Signature:</b> <i>The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.</i>
E-Mail _____	
If your firm is not located in California, are you authorized to collect California sales tax? _____ Yes _____ No	
If Yes, under what Permit # _____	<b>SUBMITTED PROPOSALS MUST HAVE AN ORIGINAL SIGNATURE.</b>
City of San Diego Business Tax License #: _____	Cash discount terms _____% _____days. <i>[Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]</i>

**FOR CONSIDERATION AS A RESPONSIVE PROPOSAL, THE FOLLOWING IS REQUIRED:**

- 1) Proposal must be submitted on official City Proposal forms.
- 2) All information on this Request for Proposal (RFP) cover page must be completed.
- 3) This cover page must be signed with an original signature.
- 4) Beginning January 1, 2008, all bidders must complete the Vendor Registration Form. Eventually, this form will also be available for on-line submittal.
- 5) Proposal must be submitted on or before the exact closing date and time. Proposal received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.

**FOR FURTHER INFORMATION CONCERNING THIS PROPOSAL, PLEASE CONTACT:**

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## TABLE OF CONTENTS

I. Background, Scope of Work, and Objective .....	4
A. Background.....	4
B. Scope of Work .....	4
C. Objective.....	4
D. Terms and Definitions .....	4
II. Specifications.....	8
A. Tow Zones/Beats .....	8
B. Technical Assistance.....	8
C. Dispatch Center.....	8
D. San Diego Dispatch System Requirement .....	9
E. Management of Stored/impounded Vehicles (Contractual or Private).....	12
F. Management of Tows Within The City Limits.....	14
G. Communications .....	15
H. Reports (Contractual and Private).....	15
I. Notice of Stored Vehicles .....	16
J. Response Time.....	17
K. Response Time Exceptions.....	17
L. Business Records .....	18
M. Experience and Qualifications .....	19
N. References.....	19
III. Current Police Tow Process.....	20
A. Vehicle Reports.....	20
B. Vehicle Inventories .....	20
C. Notice of Stored Vehicles .....	20
D. Police Tow Process Defined By Personnel (See Flow Chart).....	21
E. Vehicle Impounds With A "Hold" Status .....	23
F. Exhibition of Speed Impounds/DUI Arrest Impounds .....	23
G. Accident Impounds .....	24
H. Vehicles Involved In a Hit and Run.....	24
I. Tow Operator Responsibilities .....	24
J. Homicide Vehicle Impound.....	25
IV. Pricing Submittal .....	27
A. Price Proposal Pages - Instructions.....	27
B. Renewal Option(s).....	27
V. RFP Process .....	28
A. Procurement Specialist – Issuing Office.....	28
B. Pre-proposal Conference and Site Inspection .....	28
C. Questions .....	28
D. Submission of Proposals.....	29
E. Closing Date .....	29

**TABLE OF CONTENTS (Cont.)**

F.	Late Submissions .....	29
G.	Economy of Preparation .....	30
H.	Two (2) Volume Proposals .....	30
I.	Submittals Required Upon Provisional Award.....	31
J.	Evaluation Committees.....	31
K.	Acceptability of Proposals.....	32
L.	Technical Evaluation .....	32
M.	Price Evaluation.....	32
N.	Oral Presentation and Interview (Optional).....	33
O.	Negotiation.....	33
P.	City’s Unilateral Right.....	34
Q.	Evidence of Responsibility .....	34
R.	Incurred Expenses.....	34
S.	Basis of Award.....	34
T.	Entire Contract Documents.....	35
VI.	Specific Provisions.....	36
A.	Roles of The City of San Diego Purchasing Agent Procurement Specialist, and Contract Administrator .....	36
B.	Conflict of Interest.....	36
C.	Indemnification and Hold Harmless Agreement .....	37
D.	Contractor Standards.....	37
E.	General Provisions.....	37
F.	Independent Contractor.....	37
G.	Subcontracting .....	38
H.	Employment of City Staff.....	38
I.	Delays And Extensions of Time .....	38
J.	Suspension of Work.....	38
K.	Quality Assurance Meetings.....	39
L.	Post Award Kick-Off Meeting.....	39
M.	Confidential Information .....	39
N.	Exceptions.....	39
O.	Business Tax License.....	39
P.	Non-Discrimination in Contracting .....	40
VII.	Forms .....	41
Proposer’s References.....	41	
Proposer’s Statement of Subcontractors .....	43	
Contractor Standards Questionnaire .....	44	
Vendor Registration Form .....	49	
Work Force .....	51	
Drug-free Workplace .....	54	
Exhibit A.....	57	

## **I. BACKGROUND, SCOPE OF WORK, AND OBJECTIVE**

### **A. BACKGROUND**

The City of San Diego (City) is committed to providing towing services throughout the incorporated areas of the City of San Diego. The City of San Diego is divided into ten (10) tow districts by the San Diego Police Department. On a daily basis, officers and other City employees require that vehicles be towed for various reasons. It is estimated that the annual number of vehicles towed is 56,000.

The City does not operate tow trucks, nor does it have sufficient storage for the number of vehicles towed per year. Therefore, the City contracts with a number of tow operators to provide the required services. Currently tow trucks are dispatched by a Computerized Dispatch Center which is operated by the contracted tow operators. The City now wishes to enter into a contract with an independent contractor who will operate a Computerized Dispatch Center on behalf of the City.

### **B. SCOPE OF WORK**

The City of San Diego is seeking to provide the most efficient and cost effective service possible to the citizens of San Diego. The successful contractor shall be responsible for meeting the requirements specified within this document, said requirements shall be considered the minimum requirements acceptable to the City, which the Contractor shall meet in providing communication and administration services for the City towing contract. The City encourages Contractors to be innovative and creative in using administrative and technical skills to meet the established goals in a cost-effective manner

### **C. OBJECTIVE**

The objective of this RFP is to make an award to one qualified contractor that represents the best overall value to the City while at the same time meeting the specifications and requirements of this RFP.

The contract term shall be for a period of two (2) years from date of award, with options to renew for three (3) additional one (1) year periods in accordance with the attached specifications.

### **D. TERMS AND DEFINITIONS**

The following specific terms and definitions are used herein:

1. Abatement of Vehicle in Progress - Vehicle in storage towed for abatement.
2. Abatement of Vehicle Released Report - Abatement vehicles released.
3. Active Call Report- Same as the Active - Incomplete Report.

4. BAFO - Best and Final Offer
5. Calendar Month - The first day to the last day of the month.
6. Calendar Year - January through December.
7. Call Report - (Active-Incomplete Calls)-Lists all calls created during the selected date range. This report lists all incomplete calls (that have not reached "completed" status).
8. Cancel Call Report - This report prints a list of all cancelled calls within the date range selected.
9. Computer Generated Reports - Tow company response time and response time exception reports.
10. Consumer Price Index (CPI) - Provides annual statistical data from the transportation index if the price of gasoline has increased.
11. Contract Administrator - Point of contact for implementation of project and day-to-day operation as specified per this RFP. Contact information for Contract Administrator will be provided after award of contract.
12. Contractor Driver Detail Report (contractor employee detail) - Depending on the selection, this report prints employee information. All this information is pre-set in the employee set-up window on the Administration worksheet. The three (3) asterisks (\*\*\*) next to the employee name indicate that the employee has been terminated.
13. Contractor Truck Detail Report - This report prints a list of all trucks used by a tow service provider. This report prints the truck code, description and other relevant information related to the truck such as the date of insurance expiration, last state inspections, last SDPD inspection, etc.
14. Delay - The public or City calling the contractor and not receiving any answer after six (6) rings or just a busy signal.
15. Fiscal Year – July 1<sup>st</sup> through June 31<sup>st</sup>.
16. Forfeiture - Seized vehicles per 14607.6 CVC (California Vehicle Code). Registered owners with previous misdemeanor citations for 14601 (Suspended License) will have their vehicles seized and sold at auction.
17. Impound Cost Recovery - Towed for a 22651 Section of the California Vehicle Code. Impound Cost Recovery Report for All Towers-Shows all cost recovery fees collected from all tow contract companies.
18. Individual Summary Report - For All Administrative Fees (22850 CVC)

19. Lien/Auction Summary Report - A list of vehicles that are not picked up by the registered owner sold at a lien sale by the tow company.
20. Lien Sale Report - Total of vehicles lien sold by the tow company.
21. Missed Call Report - Tow calls that were not entered into the computer. If the computers were down, the calls would be entered at a later time.
22. Must or shall - Used throughout this RFP to indicate mandatory requirements.
23. Officer Requesting Tow - This report prints the name and unit of those officers who have made tow requests in the selected date range. The report also prints the number of requests made by the officers.
24. Police Hold or Police Evidence Hold - Vehicles involved in a crime will be towed and placed on evidence hold for investigation.
25. Private Tow Report - Private Impounds that do not have a police authorization tow code attached. Private tows include, but are not limited to: vehicle collision, vehicle broken down, officer flagged down by a citizen or private citizen initiated tow from private property.
26. Reason Exemption Report - If the tow contractor uses a reason that is not defined by the law enforcement agency and this reason does not exist in the CLETS system, it will appear on the exception report. In these cases, the agency uses this report to generate those calls with private reasons. The report prints the call number, vehicle license number and the reason code.
27. Reassigned Call Report - Calls that were cancelled then reassigned to dispatch.
28. Release Denied Report - Vehicles that do not get released for special circumstances.
29. Response Time Exception Report - Checks tow company response times and how they are responding to tows.
30. Revenue and Fee Reports - Keeps track of all fees the City Collects.
31. Secondary Contractor - When the primary contractor of the tow zone cannot provide services within twenty-five (25) minute ETA (Estimated Time of Arrival). A secondary contractor will be called to handle the police impound.
32. S.T.O.P Fee - Fees collected for drivers arrested.
33. S.T.O.P Lien Sale Report - Fees received by the City for Lien Sales pertaining to authorized cost recovery for vehicle impounds per S.T.O.P.

34. Towack (Tow Acknowledgement) - Delivered via computer from the contractor to advise the field unit the tow request has been received and a tow truck driver will be dispatched.
35. Tow Service Fee Report – Report for each specific tow fee
36. Tow Service Fee Summary – Shows the names of all tow companies along with breakdown of fees
37. Tow Status Report - Shows the status of the vehicle whether stored or released.
38. Vehicle Hold Report - Shows vehicles that are on a current “HOLD FOR EVIDENCE” status.
39. Vehicle List Report - Lists of vehicles the tow company has towed by any selected date range; days, week, month or year.
40. Vehicle Storage Report - All vehicles that are stored in the tow yard, per Tow Company.
41. VIN Check Report - The report prints the call number, vehicle detail and the vehicle VIN number.

**II. SPECIFICATIONS**

All requirements specified within this contract are minimum requirements, which the Tow Dispatch contractor shall meet in providing communication and administration services for the City towing contract. The City encourages the Tow Dispatch contractor to be innovative and creative in using administrative and technical skills to meet the established goals in a cost-effective manner.

**A. TOW ZONES/BEATS**

For the purposes of this contract the City is divided into ten (10) separate tow zones that encompass the geographical areas of the following beats of the San Diego Police Department, maps of the beats will be distributed at the Pre-Proposal conference:

<b>ZONE</b>	<b>BEATS</b>
<b>1</b>	115, 126, 125, 219, 233, 242, 931, 932, 933, 934,935, 936, 937
<b>2</b>	231, 232, 234, 235, 241, 245, 246, 312, 321, 322, 323, 324, 325
<b>3</b>	111, 112, 113, 114, 115, 116, 121, 123 124, 311, 314, 326, 621, 622, 623
<b>4</b>	518, 526, 527, 528, 529, 531, 611, 612, 613, 614, 615, 616, 617, 618, 619, 624, 625, 626, 627
<b>5</b>	441, 444, 811, 812, 813, 814, 815, 816, 821, 822, 831, 832, 838, 839
<b>6</b>	823, 824, 825, 826, 827, 833, 834, 835, 836, 837
<b>7</b>	511, 512, 514, 515, 517, 521, 522, 523, 524, 442, 443
<b>8</b>	531, 432, 433, 434, 436, 437, 438, 439, 445, 446
<b>9</b>	711, 721, 722, 723, 724, 725
<b>10</b>	712, 713, 714

**B. TECHNICAL ASSISTANCE**

Upon award of this contract, the Contractor shall assist the City in preparing technical specifications for the towing contract.

**C. DISPATCH CENTER**

The contractor shall establish and operate in the continental United States a dispatching system that allows all the City’s towing service requests to be made to a single telephone number dedicated to that purpose.

The Tow Dispatch System shall be sufficiently staffed and equipped to accept all telephone calls without delay, twenty-four (24) hours a day, seven (7) days a week. Delay is defined as the City or the public receiving no answer after six (6) rings or a busy signal to their telephone call.



D. SAN DIEGO DISPATCH SYSTEM REQUIREMENT

The tow dispatch system must be able to communicate with Northrop Grumman COBOL Cad via TCP/IP (Transmission Control Protocol/Internet Protocol) application. Technology using industry standard must be used, i.e. password protection, firewalls, virus protection, etc.

The vehicle impound information transmitted to the City shall minimally include the description of the vehicle, date, time, origin, disposition and reason for the tow (authorization code); date and time notification to the City; and the name and identification number of the City Employee or private party (for private tows) authorizing the tow. The dispatch system must be able to capture the tow company name, driver name, truck number, the tow yard of physical disposition, and the vehicle status. The Dispatch Center shall promptly provide any and all information to the City in response to requests for verification of the vehicle impounds initiated by the City.

The Tow Dispatch Center must be able to communicate with all contracted tow companies. They must provide all the City tow request data to the appropriate contractor assigned to the zone/beat. The Tow Dispatch Center will be responsible for tracking and managing all contracted tow companies pertaining to Police authorized tows.

Tow contract companies must provide to the tow dispatch center data updating the status of the City tow request within one hour of the vehicle being stored in the tow contractor's storage facility.

The tow system shall have the capability to do the following:

1. Voiceless Tow Dispatch

Electronically send tow requests from SDPD to the contracted tow operators.

2. Automatic Selection and Routing

Automatically select the tow operator responsible for the Tow District and electronically route the request.

3. Automatic Acknowledgement and Electronic Estimated Time of Arrival (ETA)

ETA and acknowledgement shall be electronically transmitted from the tow operator to the Dispatch Center.

4. Data Management

All tow information shall be stored automatically and the City shall be able to easily access real-time online information and reports. Reports shall be viewable and printable and the City shall have the ability to manipulate and Customize reports as required (See Paragraph H). All data and reports shall be the property of the City. The contractor must be able to provide and maintain all equipment and provide 24-hour per day technical support.

Stored information must include the following:

- a. VIN Numbers
- b. Year, Make, Model
- c. Color
- d. Date of Impound
- e. Date of Release
- f. Storage/Holding Facility
- g. Date of Sale
- h. On Evidence Hold by reference number
- i. On Evidence Hold by authorization Code
- j. Beat Number
- k. Zone
- l. Location
- m. Street/Cross Street
- n. Contractor Name
- o. Field Unit Number
- p. Administration Agency
- q. Agency Letter
- r. Employee Name
- s. Contractor Rate
- t. Program Fee
- u. Reason Code
- v. Reason Program Fee
- w. Call Type
- x. Priority
- y. Number of Calls
- z. Call Response Time
- aa. Cancelled Calls
- bb. Exceeded Maximum Call Response Time
- cc. Tow Truck Number
- dd. Tow Truck Driver/Name

5. Tow Search

This feature must provide an internet search engine that allows searches for any incident or tow, based on parameters to include, but not be limited to; reference number, type of incident, status, reason, from and to dates, beat, vehicle year, make, model, and color, Vin and license plate numbers, to location, tow contractor, and/or impound lot.

6. Public Access

The public shall have the ability to use the World Wide Web to check status of police towed vehicles.

7. Customized Agency Letters

The ability to customize letters and the ability to print them within the application to identify towing agencies.

8. Letter Logs

Logs when letters are sent.

9. Tow Messaging

Digitally send and/or receive messages to/from tow contractors, Dispatch Center and San Diego Police Department.

10. Security

Shall have multiple levels of security to protect data.

11. Time and Event Logs

Detail every step of the tow process and automatically “time stamps” each step. (This is required to monitor how long each tow takes.)

12. Automated Billings

Automated billing for accounts receivable for tow related fees.

13. Automated Hold Features

This procedure will hold SDPD to flag a vehicle on/off “Police Hold” until a predefined date. Must allow the SDPD to place vehicles on/off holds digitally.

14. On Line Help

Provide personnel with detailed system help on line, including screen and field descriptions and screen shots.

15. Automated Tow Service Fees

System shall be able to automatically attach a pre-set fee to specific tow services.

16. Tow Service Tracking

Provide real-time tracking of tow services that are charged to vehicle owners by tow contractors.

17. Login History

Log the date and time when users enter the system, or logs out of the system.

18. System

Must allow and report generated queries from all the above listed data.

19. Private Tow Information

Must capture private tow information.

20. Parking Violations

Must communicate with the City Treasurer and Parking Enforcement with regards to the number of outstanding citations.

21. Hand Held Computer Compatibility

This feature will allow SDPD personnel to access all tow related systems from remote sites.

E. MANAGEMENT OF STORED/IMPOUNDED VEHICLES (CONTRACTUAL OR PRIVATE)

1. All tow contractors will immediately provide written and/or digital notice to the tow dispatch contractor the following information:

- a. All police authorized towed vehicles
- b. Towed City Vehicles
- c. Vehicles towed for “Evidentiary” Purposes
- d. Forfeitures
- e. All vehicles towed for evidentiary purposes stored in excess of seventy-two (72) hours.
- f. All vehicle releases
- g. All private tow information received from the private party and towing company

2. The tow dispatch system must be able to capture (but not limited to) the following California Vehicle Code (CVC) or San Diego Municipal Code (SDMC) violations:
  - a. 14602.6 CVC 30-day for suspended, revoked, unlicensed driver
  - b. 14602.8 CVC DUI Arrests
  - c. 14607.6 CVC Vehicle Forfeiture
  - d. 22651 (a) CVC Obstruction to traffic
  - e. 22651 (b) CVC Hazard to the flow of traffic
  - f. 22651 (c) CVC Stolen/Embezzled Vehicle
  - g. 22651 (d) CVC Blocking a Driveway
  - h. 22651 (e) CVC Blocking a fire hydrant access
  - i. 22651 (f) CVC Unattended on freeway 4 hours
  - j. 22651 (g) CVC Driver incapacitated
  - k. 22651 (h)(1) CVC Operator taken into custody
  - l. 22561(h)(2) CVC DUI under 21
  - m. 22651 (i) CVC Unpaid parking Citations
  - n. 22651 (j) CVC Illegally parked and no evidence of registration displayed
  - o. 22651 (k) CVC Parking over (72) hours, Section 81.09 (a) (2) SDMC
  - p. 22651 (l) CVC Temporary tow away signs for street repairs, Section 81.09 (a) (2) SDMC.
  - q. 22651 (m) CVC Parked on Highway
  - r. 22651 (n) CVC No parking tow away signs posted, Section 81.09 (a) SDMC
  - s. 22651 (o) CVC Registration expired in excess of six (6) months.
  - t. 22651 (p) CVC Suspended or revoked license (Section n 14601)
  - u. 22651 (r) CVC Illegally parked vehicle, blocking a legally parked vehicle unlicensed driver or driving a vehicle for which the driver is not licensed (Section 12500 CVC).
  - v. 22651.5 CVC Vehicle with ringing alarm
  - w. 22651.6 CVC Involved in speed contest
  - x. 22652 CVC Vehicle illegally parked in handicapped parking space
  - y. 22653 CVC Removal from Private Property/Stolen Vehicle
  - z. 22655 CVC Hit and Run
  - aa. 22655.3 CVC Impounding Vehicle for Investigation

- bb. 22655.5 CVC Impounding for Evidence
- cc. 22669 (d) CVC Abandoned/hazard to public welfare
- dd. 23109.2 (a) CVC Driver Arrested for Engaging in a Speed Contest
- ee. 86.19.2 SDMC Illegal parking in City parking lots or facilities
- ff. 86.19.4 SDMC Unattended boat or unattended boat trailer

\*Proposal shall include details of any additional information that can be stored.

F. MANAGEMENT OF TOWS WITHIN THE CITY LIMITS

The Tow Dispatch System must be able to capture and relay (electronically) private tow information as required by AB2210, new private tow requirements.

The system must be able to capture (but not limited to) the following private tow information:

1. Location (address) of where the vehicle is being towed from
2. Reason for the tow
3. Private party who initiated/authorized the private tow
  - a. Name
  - b. Address
  - c. Position/Authority (i.e. Property Manager, etc...)
  - d. Contact phone number
  - e. Time of Call
4. Name of Tow Company towing the private tow vehicle
5. Name of tow truck operator
6. Time of tow
7. Date the vehicle was towed
8. Destination of private tow (tow yard location)
9. Relay private tow information (year, make, model, license plate and/or VIN number) to Teletype. (Must be checked thru CLETS for stolen status, then entered to update status to a private tow)
10. Towed Vehicle description
  - a. Year
  - b. Make
  - c. Model
  - d. License plate
  - e. VIN
  - f. Color

\*Proposal shall include details of any additional information that can be stored.

G. COMMUNICATIONS

The Dispatch Center must be able to communicate with (but not limited to) the following personnel:

1. Police Personnel (sworn and non-sworn)
2. Tow contractor office staff
3. Police Teletype/Records
4. City Treasurer
5. Citizen/Public
6. Police Department Dispatch
7. Parking Enforcement Dispatch
8. Tow truck driver
9. Police Traffic Division
10. City Risk Management Department

H. REPORTS (CONTRACTUAL AND PRIVATE)

The tow dispatch system must have the ability to generate predefined reports, view, and send to file and or print hardcopy on the printer. The system must be able to provide (but not limited to) the following reports for contractual and private tows:

1. Tow company response time
2. Time Exception Report
3. Vehicle Storage Report
4. Automatic VIN Report
5. Lien/Auction Summary Report
6. Call Report
7. Tow Status Report
8. Officer requesting Tow Report
9. Vehicle List Report

10. Contractor Driver Detail Report
11. Contractor Truck Detail Report
12. Revenue Reports
13. Administration Fee Reports
14. Administration Fee Report Summaries
15. Impound Cost Recovery Fee Report
16. Lien Sale Report
17. Lien Fee Report
18. Active Call Report
19. Reason Exception Report
20. Abatement of Vehicle Report
21. Vehicle Hold Report
22. Release Denied Report
23. VIN Check Report
24. Reassigned Call Report
25. Missed Call Report
26. Cancel Call Report
27. PDA Module for Field Audits

I. NOTICE OF STORED VEHICLES

For Police authorized tows the Tow Dispatch Center shall send out a Notice of Stored Vehicle to the Registered Owner and electronically notify Teletype within forty-eight hours of a vehicle being impounded by the Police Department.

The Tow Dispatch Center must prepare a second "Notice of Stored Vehicle" when vehicles are moved from the Police Department Impound Lot to a private tow yard. The notice informs the owner/agent of their right to a Post Storage Hearing to determine the validity of the vehicle tow and storage.



J. RESPONSE TIME

The Tow Dispatch System must be able to capture (but not limited to) the following:

1. The tow operator will be able to respond to service calls twenty-four (24) hours a day, seven (7) days a week with the San Diego Police department's established maximum response time limits, which may vary, based on the geographical area. Response time is defined as the elapsed time between the relaying of the tow service request to the tow contractor and the arrival of the tow truck on the scene. Emergency towing service is defined as all towing services except for abandoned and seventy-two (72) hour violations. The tow contractor shall immediately dispatch the appropriate available tow truck upon receipt of a request for towing service to keep the time at a minimum.
2. The Tow Dispatch Center is responsible for the relaying of the tow request to the appropriately assigned tow company not to exceed five (5) minutes from time of receipt of tow request. This time is included with the maximum response time of thirty (30) minutes for Tow Operator to respond.
3. Failure to respond to required tow requests and/or repeated failures to meet maximum response time requirements shall constitute failure to comply with the terms and conditions of this contract. Violations of this provision will result in Administration penalties.
4. The San Diego Police Department may take immediate disciplinary action for any violation of the response time requirements.

A five hundred dollar (\$500) penalty will be imposed if the tow dispatch center fails to meet the average response time for any thirty (30) day period and/or if more than five (5%) of the tow request in any thirty (30) day period exceed the maximum response time.

K. RESPONSE TIME EXCEPTIONS

Vehicles impounded by the City for abandonment, seventy-two (72) hour violations and abatements from private property may be towed at the Contractor's convenience, but within forty-eight (48) hours after notification by the Tow Dispatch Center for abandonment and seventy-two (72) hour violations and ninety-six (96) hours for abatements.

SDPD sets the criteria for exceptions on response times.

L. BUSINESS RECORDS

1. The contractor shall keep and maintain records of all tow requests, including but not limited to: a description of vehicles, nature of service, date and time of notification by the City, time of tow truck dispatch, time of arrival, location of service call, total itemized charges of towing and storage receipts for the release of public property, and the disposition of all vehicles towed and/or stored at the request of the City. These records are subject to audit by the Police Department at any time with or without notice.
2. The Dispatch Center will be notified of all vehicles sold at a lien sale. Data shall be maintained documenting all liens against the vehicle.
3. The Contractor shall capture tow contractor invoice data which shall include, but not be limited to: vehicle description, type of service, service start time, service end time, location of service call, itemized cost of towing and storage, driver's names and class of tow used and shall be broken down for each vehicle.
4. The Contractor shall maintain complete business records including but not limited to: operating statements, financial statements, personnel payroll, insurance, and all applicable operating authorities.
5. The Contractor shall provide to the San Diego Police Department and City Treasurer's Office, a monthly report listing the disposition of all vehicles that were towed and/or stored at the request of the City for any violations listed with an administration fee.
6. The San Diego Police Department Permits and Licensing Unit shall maintain and provide to the Contractor a City Tow Operations Manual which describes the standardized reporting procedures relative to vehicle towing, storage, release, billing and other related services for the City.
7. The San Diego Police Department may make unannounced visits to the Contractor's business office for the purpose of reviewing and auditing the records. Failure to provide any record within thirty (30) minutes may result in suspension or termination (See Business Records Section).
8. The Contractor shall permit the City to make excerpts, copies, or transcripts of all business records related to service provided to the City at their place of business. The Contractor shall allow the City to remove business records for the purpose of reproduction. All records removed from the Contractor's place of business will be returned to the Contractor within an agreed upon time frame.
9. The Contractor shall maintain all original data and records at place of business or at an accessible location for a period of seven years.

M. EXPERIENCE AND QUALIFICATIONS

To enable the City to evaluate the responsibility, experience, skill, qualifications, and business standing of the proposer, its operations and key personnel, the following information must be included with the technical proposal.

Proposer shall provide a brief description of its organization's history, structure and lines of business, including reference to affiliated organizations.

Proposer shall state how long its organization has been in operation and note any changes in the organization over the past two (2) years (i.e., changes in ownership, personnel reorganization, business direction, merger/acquisition activity, etc.). Proposer shall state whether or not any significant changes are anticipated over the next two (2) years and provide a description of the anticipated changes.

Proposer shall provide resumes of key personnel, experience dealing with government agencies and years of tenure for key personnel who will be assigned and dedicated to the City's account, with a list of the responsibilities of the key personnel.

Team personnel shall be assigned and dedicated to the City's account and shall not be substituted or replaced during the term of the contract without the written acceptance of the City.

Proposer shall provide the names and contact information including e-mail addresses of the key personnel, including other key staff assigned and dedicated to the City's account

N. REFERENCES

Contractors, which include prime contractors and subcontractors are required to provide a minimum of three (3) references to demonstrate successful performance for similar contracts as specified in this RFP during the past eighteen (18) months. Previous experience with public agencies is desirable. Contractor must also demonstrate that they are properly equipped to perform the work as specified in this RFP. The City reserves the right to contact references not provided by the Contractor. References shall be provided in accordance with the attached form.

### **III. CURRENT POLICE TOW PROCESS**

The following information outlines the current process and reasons for tows and is provided only to give Proposers insight into the scope of work and requirements of officers in the field. The current process should not be considered the only process acceptable to the City and Proposers should submit their proposals based on their understanding of the Scope of Work and the capabilities of their system.

Police tows may be generated for a variety of reasons. See Management of Impounded Vehicles for additional information.

#### **A. VEHICLE REPORTS**

All police tows require a San Diego Regional Vehicle Report (Arjis-11). This report is not required for vehicles towed from private property by the property owner. If the vehicle being impounded was illegally parked, a citation may be issued. The impounding officer will complete the vehicle report. After having the tow truck driver sign the report, the officer will give the driver the golden rod.

#### **B. VEHICLE INVENTORIES**

1. Personnel ordering a tow conduct an inventory of all areas of the vehicle where valuables are likely to be stored, including any containers within the vehicle. Under normal circumstances, locked compartments, such as trunks do not need to be searched unless the impounding officer is supplied with a key to the compartment.
2. All items of value must be listed on the vehicle report.
3. Civilian employees must call a sworn officer to the scene to impound any currency, weapons, drugs or other contraband found in a vehicle.
4. An inventory will not be conducted on vehicles being held as evidence. In these cases, the responsible investigator will conduct the inventory and document it in their investigative follow-up report.

#### **C. NOTICE OF STORED VEHICLES**

1. Teletype sends out the Notice of Stored Vehicle from the vehicle report (Arjis-11) within forty-eight hours of a vehicle being impounded by the Police Department.
2. Teletype prepares a second "Notice of Stored Vehicle" when vehicles are moved from station to a private tow yard. The notice informs the owner/agent of their right to a Postage Hearing to determine the validity of the vehicle tow and storage (22852 CVC).

D. POLICE TOW PROCESS DEFINED BY PERSONNEL (SEE FLOW CHART)

1. Parking Enforcement Officer

- a. Parking Enforcement Officer contact their dispatcher to request a tow.
- b. Parking Enforcement dispatcher contacts Teletype.
- c. Parking Enforcement fill out the Arjis-11 report.
- d. Parking Enforcement Officer has the tow truck driver sign the Arjis-11 and releases a copy to the tow truck driver.
- e. The tow truck driver notifies the tow dispatcher regarding the Arjis-11 information.
- f. The tow yard staff enter the information into the DTS System and contacts Teletype.

2. Police Officer

- a. Officers contact their dispatcher electronically or by police radio to request a tow.
- b. Officer fills out the Arjis-11 report.
- c. Determines if the vehicle will be placed on hold. For details on holds, please see Police Hold Flow Chart which shall be distributed at the Pre-Proposal conference.

3. Recovered Stolen Vehicles (CVC 22651 (c)), the following steps apply:

- a. Officer fills out the Arjis-11 report.
- b. The dispatcher attempts to contact the registered owner. (If contacted, the registered owner must take possession of the vehicle within twenty (20) minutes and sign the Arjis-11).
- c. If the registered owner does not respond, Tow Dispatch Center generates a notice of impound.
- d. If the registered owner does not respond the vehicle will be towed. The tow truck driver signs the Arjis-11 and obtains a copy from the officer.
- e. The tow truck driver takes possession of the vehicle.
- f. The tow truck driver notifies tow dispatch of the tow and the dispatch enters the information into the DTS System. (See Tow Company Section on Flow Chart).

4. Illegal Parking Abandoned Vehicles (CVC 22651 (j)/22669 (a) (d))/Any Other Police Authorized Tow
  - a. Contacts the Dispatcher via Cad or Radio.
  - b. Officer fills out the Arjis-11 report.
  - c. The tow truck driver signs the Arjis-11 and obtains a copy from the officer.
  - d. The tow truck driver takes possession of the vehicle.
  - e. Tow operator staff enters the tow information into the DTS System and contacts Teletype. Once the Dispatch Center has been contacted, they will contact the registered owner by mail.
  - f. If the registered owner does not respond (please see flow chart for further details).
5. Tow Contractor Office Staff
  - a. Dispatches the tow truck
  - b. Notifies Teletype via phone or fax as to the location of the vehicle and enters the information into the DTS System.
  - c. Releases the vehicle after receipt of proof of ownership and proof that all violations are paid.
6. Police Teletype/Records
  - a. Writes information on the Telephonic Recovery Card and clears the computer entry for the system.
  - b. Enters the information into CLETS. Prints the entry and hold the paperwork for processing.
  - c. Receives the Arjis-11. Matches information previously received to the Arjis-11.
  - d. Files and maintains the paperwork for (2) years.
7. City Treasurer
  - a. Receives parking violations. Processes the citations in the Parking Management System.
  - b. The City Treasurer sends out a notice to the registered owner advising them of the unpaid violations.

- c. The Collection Investigator checks to see if there are any outstanding violations on the current vehicles or on any other vehicle registered to that owner.
- d. Once all fees have been paid, the Collections Investigator issues a receipt to the registered owner. The registered owner takes the receipt to the tow yard as proof that the violations have been paid.

E. VEHICLE IMPOUNDS WITH A "HOLD" STATUS (PLEASE SEE FLOW CHART FOR DETAILS)

Unlicensed Driver

1. CVC 14602.6, Driving without a License; Vehicle is impounded and put on hold for thirty (30) days at the registered owner's expense.
2. Contact is made with the registered owner via telephone and mail regarding the impounded vehicle by the tow company.
3. Evidence Holds (CVC 22655.5) states that a peace officer may remove a vehicle from a highway, public or private property under the following conditions:
  - a. There is probable cause to believe that the vehicle was used as the means of committing a public offense
  - b. The vehicle is itself evidence which tends to show that a crime has been committed
  - c. The vehicle contains evidence that cannot be readily removed

F. EXHIBITION OF SPEED IMPOUNDS/DUI ARREST IMPOUNDS

1. Contact is made to Communications/CAD for a tow truck. A request is put through to the Tow Communications System (DTS).
2. Vehicle is impounded for excessive speed or for street racing.
3. Tow truck driver takes possession of the vehicle and signs the police generated Arjis-11 (Vehicle Impound Report).
4. Teletype is informed of the vehicle impound by both the officer and the tow operator.
5. The tow operator submits the tow information to DTS.
6. The tow operator informs the registered owner by telephone and mail of the vehicle impound.
7. If the registered owner does not pick up the vehicle, the lien sale process will begin.

#### G. ACCIDENT IMPOUNDS

Vehicle (s) involved in Fatal Accidents.

1. If the vehicle is placed on “HOLD” it is impounded to the Police Impound Facility.
2. An Arjis-11 is filled out and the tow operator is contacted for a police tow.
3. The tow truck driver takes possession of the vehicle and signs the Arjis-11.
4. The vehicle is held for further investigation prior to being released by the investigating detective.
5. Upon completion of the investigation, the vehicle is released to the registered owner.

#### H. VEHICLES INVOLVED IN A HIT AND RUN

1. The officer writes a traffic accident report and submits the report to Traffic Investigations and Records.
2. Impounding officer fills out the Arjis-11 report.
3. The case is assigned to a detective.
4. Detectives process the vehicle for evidence.
5. The vehicle is released from the hold upon completion of the investigation.
6. The City pays for the charges incurred by the “HOLD” up to seventy-two (72) hours from the time the “HOLD” is released. The registered owner is responsible for any fees incurred after the hold had been released and the owner has been notified. .
7. The investigator contacts the registered owner.
8. The registered owner picks up the vehicle and signs the Arjis-11.
9. The officer submits the Arjis-11 to Teletype/Records.

#### I. TOW OPERATOR RESPONSIBILITIES

1. The tow operator is contacted by the dispatcher to tow a vehicle.
2. Upon arrival at the scene the tow truck driver signs the Arjis-11 and receives a copy.



3. If the vehicle is towed for "*Evidence*", special equipment and handling must be used.
4. Special procedures are also used when the vehicle is stored.
5. Upon arrival at the tow yard, the driver gives the tow truck dispatcher information regarding the towed vehicle.
6. The tow truck driver's dispatcher enters the vehicle information in to DTS.
7. The tow truck dispatcher reports the information from the Arjis-11 to Teletype.
8. The tow contractor prior to releasing vehicle to the registered owner checks for outstanding violations that have not been paid.

J. HOMICIDE VEHICLE IMPOUND

1. The officer notifies the Homicide Investigator who will process the vehicle for evidence.
2. A tow truck is requested to impound the vehicle at the Police Impound facility.
3. The investigator informs the Watch Commander's office of the vehicle impound that will be stored for evidence at the Police Impound Facility.
4. The investigator or assigned detective escorts the tow truck driver to the appropriate impound lot.
5. An Arjis-11 is filled out and a copy is given to the tow truck driver and the second copy is forwarded to Teletype.
6. If the vehicle requires lab work, upon completion of that work, the investigator will request a tow truck to move the vehicle from the Police Facility Evidence Building to Lot#3.
7. The investigator completes the Arjis-11 and has the tow truck driver sign the report, and gives the driver a copy for billing purposes and he then secures the lot.
8. When a vehicle on an evidence hold is ready to be released, the assigned case investigator will contact the registered owner and release the vehicle. The case investigator releasing the vehicle must inform the Watch Commander or Homicide of the release for inventory purposes.
9. After contact has been initiated to the registered owner by telephone or by mail they have seventy-two (72) hours in which to respond.
10. If the vehicle is not picked up, the investigator will contact the tow yard and make arrangements for the vehicle to be towed to the tow yard. An Arjis-11 is completed and copies are distributed.

11. The Tow Dispatch is also notified of the required transfer of the impounded vehicle by the investigator.
12. The tow truck operator informs Teletype after taking possession of the vehicle.
13. The tow operator updates the DTS System.
14. The tow operator will attempt to contact the registered owner.
15. If the registered owner does not respond, the vehicle is put up for lien sale.

#### IV. PRICING SUBMITTAL

##### A. PRICE PROPOSAL INSTRUCTIONS

Proposers shall submit their proposal for pricing on company letter head. The contract to be awarded is inclusive of all fees and costs of operations, including but not limited to office rent, telephone, facsimile, postage, photocopying, support services and overtime, travel and any other expenses incurred in the course of representing the City, including subcontractors. No other charges will be considered. Examples of pricing that will be considered are a fixed price per year or a price per City tow request along with a price per private tow for tracking purposes. Proposers may submit multiple pricing proposals.

Price evaluation will be performed based on the total price for a two (2) year period.

##### B. RENEWAL OPTION(S)

The City reserves the option to renew the contract for three (3) additional one (1) year periods under the terms and conditions of the current contract beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the Bidder an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

If Bidder would accept the option to renew, please indicate the maximum percentage increase to which the prices in effect at the end of the current contract year would be subject if the renewal options were exercised. \_\_\_\_\_%

Failure to submit or complete the price increase section above will be construed to mean that prices bid will not be increased during any option period. The City will not grant an option, if the Contractor requests a price increase which exceeds above stated percentage. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject.

This section will not be considered in the evaluation for award.

The City may also desire to extend a contract on a month-to-month basis upon expiration of the current contract period under the terms and conditions of the current contract unless modified in writing. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed in writing prior to the expiration of the contract period.

## V. RFP PROCESS

### A. PROCUREMENT SPECIALIST – ISSUING OFFICE

Proposers who have received this RFP from a source other than the Procurement Specialist listed on the cover page should immediately contact the Procurement Specialist and provide their contact information (name, mailing address, telephone number, and fax number) via e-mail in order that addenda to the RFP, or other communications, can be sent to them. Proposers who fail to notify the Procurement Specialist with this information assume complete responsibility in the event that they do not receive communications prior to the closing date.

### B. PRE-PROPOSAL CONFERENCE

A Mandatory Pre-Proposal conference will be held on Thursday March 20, 2008 at 9:00 a.m. Pacific Time, City of San Diego, Purchasing & Contracting Department, 2nd floor Large Conference room, 1200 Third Avenue, San Diego, CA 92101.

The purpose of the pre-proposal conference will be to provide an overview of the RFP requirements, ensure that all participants have a common basis of understanding of the requirements and provide information that may be helpful in preparing proposals.

Proposers should estimate duration of the Pre-Proposal conference to be approximately one (1) to two (2) hours. Proposers should bring written copies of any questions they may have to the conference. The City may provide preliminary information at this pre-proposal conference in response to questions, however, answers will be provided in accordance with the below paragraph.

Proposals will not be accepted from Proposers who do not attend the mandatory pre-proposal conference.

### C. QUESTIONS

Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. All contact between Proposers and the City will be formally made at scheduled meetings or in writing through the Procurement Specialist. Requests for clarification or additional information must be made in writing to the Procurement Specialist and received at the Purchasing & Contracting Department Office listed on the cover page no later than March 13, 2008. Such requests should contain the following: “QUESTIONS: 9926-08-P-RFP”. Only written communications relative to the procurement shall be considered. Electronic mail is the only acceptable method for submission of questions. Please e-mail Patrick Kelleher, Principal Procurement Specialist at [Pkelleher@sandiego.gov](mailto:Pkelleher@sandiego.gov). It is incumbent upon Proposers to verify City receipt of their questions. All questions will be answered in writing. Both questions and answers will be distributed, without identification of the inquirer(s), to all Proposers who are on record with the Procurement Specialist as having received this RFP. No oral communications can be relied upon for this Proposal. To the extent that a question causes a change to any part of this RFP, an addendum shall be issued addressing such.

D. SUBMISSION OF PROPOSALS

Proposals shall be submitted in the format set forth herein,

1. Made in the official name of the firm or individual under which Contractor's business is conducted (including the official business address),
2. Cover page of this RFP with an original signature by a person duly authorized to commit successful Proposer to the contract,
3. Submitted in envelopes clearly marked with the assigned RFP number and closing date/time referenced on the outside of the envelope (lower left corner),
4. Separated into Technical and Price Proposal Volumes, and
5. Addressed to the Procurement Specialist identified on the cover page of this RFP.

Proposers must submit one (1) original and five (5) copies of the Technical Volume, and one (1) original and five (5) copies of the Price Proposal Volume. One (1) original and five (5) copies of the Cover page shall be included with the Price Proposal Volume. Commingling of technical and price information or failure to submit the two (2) volumes bound, separate and sealed may cause the proposal to be rejected as non-responsive and not acceptable. The volumes, which contain original documents, should be clearly identified as the ORIGINAL Technical and the ORIGINAL Price Proposal Volume. Faxed Proposals will not be accepted.

E. CLOSING DATE

Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the Proposals. The names of Proposers will not be released until announcement of award.

F. LATE SUBMISSIONS

Proposers mailing Proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Any Proposal, modifications to Proposals, request for withdrawal of Proposals, or Best and Final Offers (BAFO) arriving after the closing date and time will be considered late and will only be accepted in accordance with the applicable City of San Diego's General Provisions for Proposals. Delivery of the Proposal to the specified location by the prescribed time and date is the sole responsibility of Proposers. A record of late submission, request for withdrawal, modification of a Proposal, or BAFO shall be made in the appropriate procurement file.

G. ECONOMY OF PREPARATION

Proposers shall prepare each Proposal simply and economically, providing a straightforward, concise description of Proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

H. TWO (2) VOLUME PROPOSALS

The selection procedure for this procurement requires an independent evaluation of the Technical and Price Proposals. This separation allows for evaluation of Technical Proposals on their technical merit only. Consequently, Proposers shall submit their Proposal in two (2) separately bound and sealed volumes as specified below.

1. Volume I – Technical Proposal

Failure to provide the required responses and/or submittals with the Proposal may be cause for the Proposal to be rejected as non-responsive and unacceptable.

a. Executive Summary

The Executive Summary shall contain a brief narrative or synopsis summary of how the Proposal meets the needs of the City, incorporating Proposers' understanding of the background, scope of work, and objective as specified in Section I of the RFP.

b. Section II Specifications

Proposers must expressly indicate the Proposal satisfies and is fully capable of providing each point of the RFP. Proposers shall provide responses to each paragraph in the same order as the RFP citing the heading and their response. Simple "Yes", "No", or "Comply" responses to stated Specifications are insufficient. Rather, the Proposers must describe in detail how the proposed products and/or services meet or exceed the requirements of this RFP and state their understanding and compliance. Additionally, Proposers must explain any exception or deviation from the requirements in accordance with the applicable General Provisions for Proposals. Proposers should also include any other information they feel may be beneficial to the City.

Proposers are urged to read the Contract Documents very carefully and to submit their questions, in writing, by the due date for questions. Misinterpretation of the Contract Documents by the Proposer shall not relieve the Proposer of responsibility to perform the contract.

c. Additional Submittals/Forms

(1) Proposer's References (use form on pages 41 and 42 ).

(2) Proposer's Statement of Subcontractors (use form on page 43).

2. Volume II – Price Proposal

This volume consists of and must contain the following items. Proposers shall not include any technical information or Specific Provisions and Specifications in the Price Proposal Volume.

a. Completion and Signing of the RFP Cover Page

Proposers must complete and sign the RFP cover page acknowledging any addenda. Signing of the RFP documents shall be by an individual or individuals authorized to execute legal documents on behalf of the party(ies) represented. Failure to submit this signed document will result in rejection of the Proposal.

b. Price Proposal Pages

Proposers shall submit pricing Proposals on their company letter head.

c. Additional Submittals/Forms

(1) Vendor Registration Form, (use form on pages 49 and 50).

(2) Work Force Report (use form on pages 51-53).

(3) Contractor Certification Regarding Drug-Free Workplace Compliance (use form on pages 54-56).

I. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD

1. Taxpayer Identification number (W-9) as specified in General Provisions dated January 18, 2005.
2. Business Tax License as specified in Section VI, paragraph O, if not currently on file.

Failure to provide the required submittals upon provisional award, within the time period specified, may be cause for the provisional award to be voided and the Proposal rejected as non-responsive.

J. EVALUATION COMMITTEES

The Purchasing Agent shall establish separate technical and price evaluation committees to review and rate Proposals. The price evaluation committee may be composed of the Procurement Specialist and any other individuals appointed by the Purchasing Agent. The technical evaluation committee shall be composed of other individuals appointed by the Purchasing Agent.

K. ACCEPTABILITY OF PROPOSALS

The Procurement Specialist shall determine which Proposers have met the requirements of the RFP. Failure to comply with any mandatory requirement will disqualify a Proposal. The Procurement Specialist shall have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Procurement Specialist may waive or permit to be cured minor irregularities or minor informalities in Proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the City's best interest.

The City may accept other than the lowest priced offer. The Procurement Specialist may conduct discussions with Proposers in any manner deemed necessary to best serve the interests of the City. The Procurement Specialist may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the City for purposes of efficiency. The Procurement Specialist may reject in whole or in part any and all Proposals if such is in the City's interest.

L. TECHNICAL EVALUATION

The Technical Evaluation Committee (TEC) shall conduct an evaluation of the technical merit of the Proposals in accordance with this solicitation. The Proposer must satisfy and explicitly respond to all requirements of this RFP, including a detailed explanation of how each item listed in this RFP is to be met. The last phase of this technical evaluation will be the ranking by the TEC of each qualified Proposal on technical merit.

The criteria that will be used by the TEC for this procurement are listed below in decreasing order of importance.

1. Executive Summary and Specifications;
2. Experience and Qualifications;
3. Past performance as indicated by references; and
4. Optional Oral Presentation and Interview.

The TEC may request additional technical assistance from any source. References shall be used during the evaluation process.

M. PRICE EVALUATION

The separate Price Proposal Volume will be distributed to the Price Evaluation Committee. This information will then be used to establish a ranking.



N. ORAL PRESENTATION AND INTERVIEW (OPTIONAL)

Proposers may be required to make individual oral presentations to the City Evaluation Committee, or its designated representatives, in order to clarify their Proposals. Additionally, the Proposer's Project Lead/Account Executive may be required to be interviewed by the City's Evaluation Committee, or its designated representatives. The primary purpose of the interview of the Project Lead/Account Executive is to determine if the City is able to establish rapport and a productive professional working relationship with this individual. If the City determines such oral presentation and interview of the Project Lead/Account Executive is necessary, the Issuing Office will schedule a time and place. Proposers are required to make the oral presentation and interview of the Project Lead/Account Executive within fourteen (14) calendar days of the request by the City. Proposers and or Project Lead/Account Executive should be prepared to discuss and substantiate any of the areas of the Proposal submitted, as well as its qualifications to furnish the specified products and services. Notwithstanding the possibility of a request for an oral presentation and interview of the Project Lead/Account Executive, Proposers shall not rely on the possibility of such a request and shall submit a complete and comprehensive written response to this solicitation. Any costs incurred for the oral presentation and interview of the Project Lead/Account Executive are the responsibility of the Proposer.

O. NEGOTIATION

The City has the right to accept the Proposal, which serves the best interest of the City, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on having an opportunity to discuss, negotiate, and adjust their Proposals.

Proposers who submit Proposals initially judged by the Procurement Specialist to be reasonably susceptible of being selected for award may be asked to discuss their Proposals with the City to facilitate arrival at a contract most advantageous to the City. If the Procurement Specialist determines that discussion is in the best interest of the City, the Procurement Specialist will advise Proposers in the competitive range to submit a Best and Final Offer (BAFO) for consideration after discussions are held.

Discussions may not be conducted if the Procurement Specialist determines either that discussions are not in the best interests of the City or that discussions need not be conducted: (a) with respect to prices that are fixed by law or regulation, although consideration shall be given to competitive terms and conditions; (b) because the time of delivery or performance does not permit discussions; or (c) because it can be demonstrated clearly from the existence of adequate competition or accurate prior price experience with the particular item that acceptance of an initial offer without negotiation would result in a fair and reasonable price.

P. CITY'S UNILATERAL RIGHT

The City reserves the unilateral right to cancel this RFP, in whole or in part, or reject all Proposals submitted in response to this RFP when such action is determined to be fiscally advantageous to the City or otherwise in the best interest of the City; the unilateral right to award a contract in whole or in part; to award a contract to one or more Proposers; to waive or permit cure of minor irregularities; and to conduct discussions with Proposers in any manner necessary to serve the best interest of the City.

Q. EVIDENCE OF RESPONSIBILITY

Prior to the award of a contract pursuant to this RFP, the Procurement Specialist may require Proposer to submit such additional information bearing upon Proposer's ability to perform the contract as the Procurement Specialist deems appropriate. The Procurement Specialist may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.

R. INCURRED EXPENSES

The City will not be responsible for any expenses incurred by Proposers in preparing and submitting a Proposal or best and final offer or in making an oral presentation or demonstration.

S. BASIS OF AWARD

The Procurement Specialist will recommend contract award to the responsible Proposer, whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP, including price.

Technical ranking of Proposals will be combined with the corresponding price ranking to determine a final ranking for each Proposal. Technical merit will have greater weight than price. However, the more closely Proposals are ranked technically, the more important price will become.

Contract award does not guarantee any minimum or maximum amount of work.

Award may be subject to City of San Diego Mayoral Action or City Council approval(s).

T. ENTIRE CONTRACT DOCUMENTS

Once the City issues a letter of Award to the apparent successful Proposer, a binding Contract is deemed executed by all Parties, subject only to the Proposer providing all requisite documentation, such as certificates of insurance and bonds to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide requisite information or documents may result in the apparent successful Proposal being rejected as non-responsive.

The contract will be deemed to incorporate the City's Request for Proposal, the proposal submitted (technical volume and price volume), Best and Final Offer (if any), the City of San Diego General Provisions for Proposals dated January 18, 2005 ("General Provisions"), and any exhibits, attachments, or addendums to any of the aforementioned documents, which will be memorialized on a Memorandum of Agreement form (See Exhibit A). Collectively, these documents will be known as "the contract documents" and will constitute the entire agreement between the parties. To the extent the contract documents conflict with one another, Section B.3 of the General Provisions controls the order of priority. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

## **VI. SPECIFIC PROVISIONS**

### **A. ROLES OF THE CITY OF SAN DIEGO PURCHASING AGENT, PROCUREMENT SPECIALIST, AND CONTRACT ADMINISTRATOR**

The Procurement Specialist is the City of San Diego's authorized representative for all pre-contract matters related to this contract. Throughout the duration of the contract, the Purchasing Agent shall be the only individual with authority to modify any provisions of this contract including, without limitation, the statement of work, pricing, or any other sections in accordance with the applicable General Provisions for Proposals. The City's Contract Administrator or designee shall be the principal interface on behalf of the City for post-award technical matters, and shall have the authority to explain and provide further details regarding the City's expectations concerning the work to be performed hereunder and/or the items to be provided herein. The Contract Administrator or designee shall have no authority to modify any provisions of this contract. Other City employees or elected officials have no authority to respond on behalf of the City. Contact with other City employees or elected officials may be grounds for disqualification of proposal.

### **B. CONFLICT OF INTEREST**

The winning proposer on this RFP, and all affiliates thereof, will be precluded, for the duration of the resulting contract, from providing towing services that will be dispatched under this RFP. For purposes of this paragraph, "affiliate" shall mean 1) any person who is, or any immediate family member of whom is, an officer, director, partner, trustee, agent, shareholder or employee of the winning proposer, or 2) any entity which has any officer, director, partner, trustee, agent, shareholder or employee in common with the winning proposer, or which has any officer, director, partner, trustee, agent, shareholder or employee who is an immediate family member of any officer, director, partner, trustee, agent, shareholder or employee of the winning proposer, or 3) any entity in which the winning proposer, or any officer, director, partner, trustee, agent, shareholder or employee thereof, or any immediate family member of any of the foregoing, has any financial interest." "Financial interest" shall have the same meaning as applied to public officials under section 87103 of the California Political Reform Act and regulations and interpretive decisions thereunder.

C. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Proposer, or the Proposer's employees, agents, and officers, arising out of performance involving this Contract, the Proposer agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, and employees from and against all liability. Also covered is liability arising from, connection with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of the City, its agents, officers, or employees which may be in combination with the active or passive negligent acts or omissions of the Proposer, its employees, agents or officers, or any third party. The Proposer's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of the City, its agents, officers or employees.

D. CONTRACTOR STANDARDS

This bid is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Divisions 32, adopted by Ordinance No. 0-19383. All Bidders are required to complete and return with their bid the Contractor Standards Questionnaire included with this Request for Bid. The Contractor Standards Rules and Regulations are available at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or by request from the Purchasing & Contracting Department by calling (619) 236-6000.

E. GENERAL PROVISIONS

Except as otherwise specified herein, the City of San Diego General Provisions for Proposals, dated January 18, 2005, (on file in the Office of the Purchasing Agent) are incorporated as part of this Proposal and any resulting contract by reference. The General Provisions are available online at [www.sandiego.gov/purchasing](http://www.sandiego.gov/purchasing) or via request from the Purchasing & Contracting Department by calling (619) 236-6000.

By signing and/or authorizing the Proposal submittal, the Proposer acknowledges that they have read and understood the meaning, intent, and requirements of said General Provisions; and acknowledge said General Provisions are included as a part of this Proposal.

F. INDEPENDENT CONTRACTOR

It is understood and agreed that the Proposer is an independent Contractor of the City and not an employee. The City shall not withhold income taxes, social security, or any other sums from the payments made to the successful Proposer. If the successful Proposer employs additional persons in the performance of this contract, those persons shall in no way be considered employees of the City, but rather they shall be employees or Subcontractors of the successful Proposer, and the successful Proposer bears full responsibility for compensating those persons.

Joint venture proposals, consortium of subject area experts are acceptable; however the legal name must be disclosed along with the current address and contact information.

G. SUBCONTRACTING

The successful Proposer shall not subcontract all or any part of the work to be performed pursuant to this request for proposal without the prior written approval of the Contract Administrator.

H. EMPLOYMENT OF CITY STAFF

Proposer shall not employ an individual who, within twelve (12) months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Proposer.

I. DELAYS AND EXTENSIONS OF TIME

The successful Proposer agrees to perform the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances, from any cause whatsoever, during the progress of any portion of the work specified in this contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the successful Proposer, including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the successful Proposer or the Subcontractors or suppliers.

J. SUSPENSION OF WORK

The Contract Administrator unilaterally may order the successful Proposer in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he or she may determine to be appropriate for the convenience of the City.

K. QUALITY ASSURANCE MEETINGS

Proposer may be required to schedule at least one (1) meeting with the Contract Administrator to discuss Proposer's performance. This meeting, should it be required, shall be scheduled at the Contract Administrator's request anytime during the term of the Contract. At this meeting the Contract Administrator will provide Proposer with feedback and will note any deficiencies in contract performance and provide Proposer with an opportunity to address and correct these areas. Additional quality assurance meetings may be required, depending upon Proposer's performance.

L. POST AWARD KICK-OFF MEETING

Proposer receiving award under this solicitation may be required to attend a post award contract kick-off meeting to be scheduled by the Procurement Specialist. The Procurement Specialist will communicate the date, time, location, and agenda for this meeting to the Proposer.

M. CONFIDENTIAL INFORMATION

Any information submitted with a Proposal is a public record subject to disclosure unless a specific exemption applies. If a Proposer submits information clearly marked confidential or proprietary, it will be protected and treated with confidentiality to the extent permitted by law. However, it will be the Proposer's obligation and expense to defend any legal challenges seeking to obtain said information.

N. EXCEPTIONS

If a Bidder/Proposer takes any exception to any part of these specifications as written, or as amended by any Addenda subsequently issued, or the General Provisions, they must do so in writing. Said exceptions must be submitted with the bid/proposal. Failure to do so will be construed as acceptance of all provisions of the specifications and General Provisions.

O. BUSINESS TAX LICENSE

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at [www.sandiego.gov/treasurer/](http://www.sandiego.gov/treasurer/) or call (619) 615-1500.

The City requires that each vendor to provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

P. NON-DISCRIMINATION IN CONTRACTING

Contractor shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall also be included in construction contracts between the contractor and any Subcontractors, vendors, and suppliers.

As part of its SOQ, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against them in a legal or administrative proceeding alleging that they discriminated against their employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of names of all Subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance (Municipal Code Sections 22.3401 - 22.3417). Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the contractor up to and including contract termination, debarment, and other sanctions for violation of the provisions of the Nondiscrimination in Contracting Ordinance. Contractor further understands and agrees that the procedures, remedies, and sanctions provided for in the Nondiscrimination Ordinance apply only to violations of said Nondiscrimination Ordinance.

For questions regarding the City's Nondiscrimination in Contracting Ordinance, contact the Equal Opportunity Contracting Office at (619) 533-4464.



**VII. FORMS**

**PROPOSER'S REFERENCES**

The Proposer is required to provide a minimum of three (3) references to demonstrate successful performance for work of similar size and scope as specified in Section II, Paragraph N.

**REFERENCES**

**Name of Organization or**

**Municipality/State:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Population of Municipality:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Description of Services Provided:**

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**Name of Organization or**

**Municipality/State:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Population of Municipality:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Description of Services Provided:**

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**PROPOSER'S REFERENCES (Cont.)**

**Name of Organization or**

**Municipality/State:** \_\_\_\_\_ **Contact Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**Population of Municipality:** \_\_\_\_\_

**Dollar Value of Contract: \$** \_\_\_\_\_ **Contract Dates:** \_\_\_\_\_

**Description of Services Provided:**

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### PROPOSER'S STATEMENT OF SUBCONTRACTORS

The Proposer is required to state below all subcontractors to be used in the performance of the proposed contract, and what portion of work will be assigned to each Subcontractor. Failure to provide details of Subcontractors may be grounds for rejection of proposal. NOTE: Add additional pages if necessary.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Percentage of dollars of the sub compared to total contract value: \_\_\_\_ %

What work will be assigned to this Subcontractor? \_\_\_\_\_

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Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Percentage of dollars of the sub compared to total contract value: \_\_\_\_ %

What work will be assigned to this Subcontractor? \_\_\_\_\_

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Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

Percentage of dollars of the sub compared to total contract value: \_\_\_\_ %

What work will be assigned to this Subcontractor? \_\_\_\_\_

**Purchasing & Contracting Dept. • City of San Diego**

**CONTRACTOR STANDARDS  
*Questionnaire***

On May 24, 2005, the Council of the City of San Diego adopted Ordinance No. O-19383. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination, each bidder/proposer must complete and submit the attached questionnaire with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed questionnaire prior to execution of the contract. Submitted questionnaires are public records and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

All questionnaire responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, respondents must use the *Questionnaire Attachment "A"* and sign each page. The signatory of this questionnaire guarantees the truth and accuracy of all responses and statements. Failure to submit this completed questionnaire may make the bid/proposal non-responsive and disqualified from the bidding process. If a change occurs which would modify any response, Contractor must provide the Purchasing Agent an updated response within thirty (30) calendar days.

**A. PROJECT TITLE:**

\_\_\_\_\_

**B. BIDDER/CONTRACTOR INFORMATION:**

Legal Name	DBA		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five (5) years, has your firm changed its name?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to list all prior legal and DBA names, addresses and dates when used. Explain the specific reasons for each name change.

2. In the past five (5) years, has a firm owner, partner or officer operated a similar business?  
 Yes                       No

If **Yes**, use *Questionnaire Attachment "A"* to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:** Indicate the organizational structure of your firm. Check one only on this page. Use *Questionnaire Attachment "A"* if more space is required.

**Corporation** Date incorporated: \_\_\_/\_\_\_/\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers:

President: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Is your firm a publicly traded corporation?  **Yes**  **No**

If **Yes**, name those who own five percent (5%) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of members who own five percent (5%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_/\_\_\_/\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_/\_\_\_/\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_/\_\_\_/\_\_\_

List each firm in the joint venture and its percentage of ownership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Note:** Each member of a Joint Venture must complete a separate *Contractor Standards Questionnaire* for a Joint Venture's submission to be considered responsive

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm in preparation for, in the process of, or in negotiations toward being sold?  
 **Yes**                       **No**

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances, including name of the buyer and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 **Yes**                       **No**

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 **Yes**                       **No**

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances.

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm defaulted on a contract with a government agency?  
 **Yes**                       **No**

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances.

2. In the past five (5) years, has a government agency terminated your firm's contract prior to completion?  
 **Yes**                       **No**

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances and provide principal contact information.

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner or officer been found to have violated or been penalized for any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?  
 **Yes**                       **No**

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances surrounding each instance; include name of entity involved, specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been debarred or determined to be non-responsible by a government agency?  
 **Yes**                       **No**

If **Yes**, use *Questionnaire Attachment "A"* to explain specific circumstances of each instance; include name of entity involved, specific infraction, dates, and outcome.



**Purchasing & Contracting Dept. • City of San Diego**  
**CONTRACTOR STANDARDS**  
***Questionnaire Attachment "A"***

Provide additional information in space below. Use additional *Questionnaire Attachment "A"* pages as needed; sign each page. Print in ink or type responses and indicate question being answered. Information provided will be available for public review, except if exempt from disclosure pursuant to applicable law.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Contractor Standards Questionnaire* and that I am responsible for completeness and accuracy of responses on this *Questionnaire Attachment "A"* page and all information provided is true to the best of my knowledge.

---

Print Name, Title

Signature

Date





The City of San Diego  
Purchasing and Contracting Department  
Vendor Registration

Vendor ID:

**Firm Information**

Firm Name:   
Firm Address:   
City:  State:  Zip:   
Phone:  Fax:   
Taxpayer ID:  Business License:   
Website:

**Contact Information**

Name:   
Title:   
Email:   
Phone:  Cell:

**Address to Which Bids Should Be Sent (if different from above)**

Check here if same from above

Mailing Address:   
City:  State:  Zip:

**Contractor Licenses**

License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>
License Number:	<input type="text"/>	License Type:	<input type="text"/>

Form continues on reverse side

**Ownership Classification**

Classification:  \*

(\* select from the list of Ownership Classification Codes provided below)

Check here if Certified by Agency:

Certification #:

Agency:

Certification #:

Agency:

**Ownership Classification Codes:**

MBE/African American	(Minority Business Enterprise/African American)
MBE/Hispanic	(Minority Business Enterprise/Hispanic)
MBE/Asian	(Minority Business Enterprise/Asian)
MBE/Pacific Islander	(Minority Business Enterprise/Pacific Islander)
MBE/Native American	(Minority Business Enterprise/Native American)
WBE	(Women Business Enterprise)
DBE	(Disadvantaged Business Enterprise)
DVBE	(Disabled Veteran Business Enterprise)
OBE	(Other Business Enterprise)

**Product/Services Description:**

**Product/Services Information:**

NAICS Codes:  \*

\*select from a list of available NAICS Codes either from the website  
<http://www.census.gov/epcd/www/naics.html>  
and select 2007 NAICS codes 6 digit only  
or from a hard copy available at Purchasing and Contracting



**THE CITY OF SAN DIEGO**  
**EQUAL OPPORTUNITY CONTRACTING**  
**1010 SECOND AVENUE, SUITE 500**  
**SAN DIEGO, CA 92101**  
**PHONE (619) 533-4464 • FAX (619) 533-4474**

**WORK FORCE REPORT**

The objective of the Equal Employment Opportunity is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

**NO OTHER FORMS WILL BE ACCEPTED  
 CONTRACTOR IDENTIFICATION**

Type of Contractor:     Construction           Vendor/Supplier           Financial Institution           Lessee/Lessor  
                                   Consultant             Grant Recipient           Insurance Company         Other

Name of Company: \_\_\_\_\_

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_          Fax Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

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

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_          Fax Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

Type of Business: \_\_\_\_\_          Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

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

Telephone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_          Fax Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

For Firm's:     San Diego Work Force and/or     Managing Office Work Force

I, The undersigned representative of \_\_\_\_\_  
 (Firm Name)

\_\_\_\_\_ (County)

\_\_\_\_\_ (State)

hereby certify that information provided herein is true and correct. This document was executed on this day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black      (2) Latino, Hispanic, Mexican-American, Puerto Rican      (3) Asian, Pacific Islander  
 (4) American Indian, Eskimo      (5) Filipino      (6) Caucasian      (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial														
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*														

\*Construction laborers and other field employees are not to be included on this page

TOTALS EACH COLUMN														
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GRAND TOTAL ALL EMPLOYEES	
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INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
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NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black      (2) Latino, Hispanic, Mexican-American, Puerto Rican      (3) Asian, Pacific Islander  
 (4) American Indian, Eskimo      (5) Filipino      (6) Caucasian      (7) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Carpenter														
Drywall Installer														
Electrician														
Elevator Installers														
Finishers, Concrete or Terrazzo														
Glaziers														
Helpers, Construction Trade														
Ironworkers, Structural Metal Workers														
Laborers														
Millwrights														
Masons, Bricklayers														
Tile setters														
Operators														
Painters														
Pipe fitter, Plumbers														
Plasterers														
Roofers														
Security, Protective Services														
Sheet Metal, Duct Installers														
Welders, Cutters														
TOTALS EACH COLUMN														

GRAND TOTAL ALL EMPLOYEES	
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INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
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## **DRUG-FREE WORKPLACE**

### **A. GENERAL**

All City projects are now subject to City of San Diego Resolution No. R-277952 adopted on May 20, 1991. All bidders should be aware of the provisions of San Diego City Council Policy No. 100-17 which was established by the above numbered resolution. The policy applies equally to the Contractor and all Subcontractors. The elements of the policy are outlined below.

### **B. DEFINITIONS**

- 1) “Drug-Free Workplace” means a site for the performance of work done in connection with a contract let by City of San Diego for the construction, maintenance, or repair of any facility, or public work, or for professional, or nonprofessional services rendered on behalf of the City by an entity at which employees of the entity are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of this section.
- 2) “Employee” means the employee of a Contractor directly engaged in the performance of work pursuant to a contract as described in Section C.
- 3) “Controlled Substance” means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. Sec. 812).
- 4) “Contractor” means the department, division, or other unit of a person or organization responsible to the Contractor for the performance of a portion of the work under the contract.

### **C. CITY CONTRACTOR REQUIREMENTS**

- 1) Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a Drug-Free Workplace by doing all of the following:
  - a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s organization’s workplace and specifying the actions that will be taken against employees for violations of the prohibition.

- b) Establishing a Drug-Free Awareness Program to inform employees about all of the following:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The person's or organization's policy of maintaining a Drug-Free Workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations.
  - c) Posting the statement required by subdivision (1) in a prominent place at Contractor's main office. For projects large enough to necessitate a construction trailer at the job site, the required signage would also be posted at the job site.
- 2) Contractors shall include in each subcontract agreement language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) inclusive of Section C1. Contractors and Subcontractors shall be individually responsible for their own Drug-Free Workplace programs.

**NOTE:** The requirements of a Drug-Free Awareness Program can be satisfied by periodic tailgate sessions covering the various aspects of drug-abuse education. Although an in-house employee assistance program is not required, Contractors should be able to provide a listing of drug rehabilitation and counseling programs available in the community at large.

Questions about the City's Drug-Free Workplace Policy should be referred to the Purchasing Agent.

**THIS DOCUMENT MUST BE COMPLETED,  
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD**

**DRUG-FREE WORKPLACE  
CONTRACTOR CERTIFICATION**

**BID NUMBER:**

**PROJECT TITLE:** \_\_\_\_\_

I hereby certify that I am familiar with the requirements of **San Diego City Council Policy No. 100-17** regarding Drug-Free Workplace as outlined in the request for proposals, and that,

\_\_\_\_\_

(Name under which business is conducted)

has in place a Drug-Free Workplace Program that complies with said policy. I further certify that each subcontract agreement for this project contains language which indicates the Subcontractor's agreement to abide by the provisions of subdivisions a) through c) of the policy as outlined.

SIGNED: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

DATE: \_\_\_\_\_



**EXHIBIT A**

**MEMORANDUM OF AGREEMENT**

**Parties**

This Memorandum of Agreement (“MOA”) is hereby made by and among \_\_\_\_\_ (“Proposer”) and the City of San Diego (“City”), collectively referred to as the “Parties,” to memorialize their acceptance of the terms of the contract resulting to the Proposer’s successful proposal in response to the City’s Request for Proposal (“RFP”) No. \_\_\_\_\_.

**Recitals**

WHEREAS, the Proposer has submitted a proposal in response to the RFP, and in doing so has agreed that, should the proposal be successful, it will be bound by the terms of the Contract Documents as defined in the RFP: including the RFP; the City of San Diego’s General Provisions for Proposals dated January 18, 2005 (“General Provisions”); the proposal submitted (technical and price volume); the City’s award letter(s); the proposer’s Best and Final Offer (if any); the City’s written acceptance of any exceptions to clarifications incorporated in the proposal (if any); any exhibits, attachments, or addenda to any of the aforementioned documents; and any documents incorporated therein by reference;

WHEREAS, the City has determined that the Proposer’s proposal is the winning proposal and intends to award the contract to the Proposer on that basis;

THEREFORE, the Parties agree to the following:

**Agreement**

The Parties mutually agree that, as a result of the City’s acceptance of the Proposer’s proposal in response to the RFP, the Parties shall be mutually bound by the Contract Documents, as defined above. To the extent terms and conditions of the Contract Documents conflict with one another, the order of priority will be as follows: (1) the RFP takes precedence over conflicting terms in the General Provisions; (2) the General Provisions take precedence over conflicting terms in the proposal; and (3) exceptions and clarifications noted in the proposal take precedence over conflicting terms in the RFP and General Provisions only if expressly agreed to by the Parties in writing prior to execution of this MOA.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The Parties further agree that the Contract Documents, as defined above and memorialized in this MOA, constitute the entire agreement between the Parties.

Accepted and Agreed,  
City of San Diego

Proposer

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

I HEREBY APPROVE the form and legality of the foregoing agreement this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

MICHAEL J. AGUIRRE, City Attorney

By: \_\_\_\_\_