



Finance Department  
General Services Division

**REQUEST FOR PROPOSALS (RFP)**  
**Specification No. 13-10726-C**  
**FOR**  
**“TOWING SERVICES CONTRACT”**  
**PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY**

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to provide towing services for the City of Berkeley. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Thursday, April 18, 2013.** All responses must be in a sealed envelope and have “**TOWING SERVICES CONTRACT**” and **Specification No. 13- 10726-C** clearly marked on the **outer most mailing envelope**. Please submit one original and three unbound copies of the proposal as follows:

**Mail or Hand Deliver To:**  
City of Berkeley  
Finance Department/General Services Division  
2180 Milvia Street, 3rd Floor  
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

**For questions** concerning the anticipated work, or scope of the project, please **contact Sergeant Robert Rittenhouse**, via email at [RRittenhouse@Ci.Berkeley.Ca.Us](mailto:RRittenhouse@Ci.Berkeley.Ca.Us) no later than **April 10, 2013**. Answers to questions will **not** be provided by telephone. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley’s site at <http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128>. It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi  
General Services Manager

## **I. INTRODUCTION**

The City of Berkeley is soliciting written proposals from qualified companies to provide towing services to accommodate the City's towing needs. Service providers are to provide said service in a prompt and courteous manner.

The City of Berkeley uses approximately 3-4 tow companies to remove vehicles as authorized by applicable provisions of the California Vehicle Code and City of Berkeley ordinances. Towing services are also required for the removal of vehicles illegally parked in the vicinity of the University of California stadium on days when there are football games. This proposal term is expected to be for three (3) years, with the option to renew for up to two (2) additional two (2) year periods.

## **II. SCOPE OF SERVICES**

The following definitions apply for all the tow groups:

- **“Abandoned Vehicle”** means any vehicle which has been left stationary for more than 72 hours on property that is neither open to the public for parking nor part of the public right of way, without the consent of the person or entity that lawfully owns, controls or occupies that property.
- **“City”** means the City of Berkeley and/or duly authorized agent.
- **“Dismantled Vehicle”** means a vehicle that has had, intentionally/unintentionally one or more critical parts removed for 60 days or more. A critical part is any part that is needed to safely operate the vehicle including but not limited to a wheel or tire, windshield, door, side quarter panel, trunk, hood, roof, steering wheel or transmission. A vehicle can be “dismantled” whether or not it is an operative condition.
- **“Initial Tow”** means the first time the contractor tows a vehicle at the request of the City of Berkeley.
- **“Inoperative Vehicle”** means any vehicle in such condition, as result of mechanical and/or structural defects, however caused, that it cannot be driven under its own power.
- **“Operator(s)”** means a person(s) providing tow truck operations.
- **“Personal Property”** is considered to be the items which are not affixed to the vehicle. Personal property includes: papers, cell phones, pullout radios, clothes, luggage, tools, etc.
- **“Police Department”** means the City of Berkeley Police Department or duly authorized employee thereof.
- **“Property Owner”** means the owner of the nonpublic land on which the vehicle is located as shown on the last equalized assessment roll.
- **“Stall Space”** means a space with minimum dimensions of 8 ft. by 20 ft. where a vehicle may be parked or stored.
- **“Subsequent Tow”** means any tow after the initial tow.
- **“Tow”** means the removal of a vehicle from a stopped or parked position.
- **“Vehicle”** means a device by which any person or property may be propelled, moved or drawn upon a roadway, except a device moved by human power or used exclusively upon stationary rails or tracks. Vehicle includes “part(s) thereof”.

- **“Vehicle Owner”** means the last registered and legal owner of record as shown by the Department of Motor Vehicles records.

1. **Rotation**

- a. The Police Department shall use all towing operator(s) selected under this RFP on a rotating basis.
- b. The Police Department shall maintain a current rotation tow list to ensure equitable distribution of calls.
- c. A call to an operator(s) shall constitute one turn on the list and that operator(s) shall be moved to the bottom of the list. This includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is cancelled due to excessive response time.
- d. If it is determined the operator(s) is not needed and is cancelled by the Police Department, up to and including arrival at the scene, there shall be no charge and the operator will be placed back at the top of the list.
- e. If the vehicle owner or agent cancels the tow operator(s) prior to the operator(s) taking possession of the vehicle, there shall be no charges for towing. The operator(s) shall immediately contact the Police Department and advise them of the cancellation. The operator will be placed back at the top of the list.
- f. The City shall establish a policy, which allows an operator(s) to dispatch more than one tow truck to a multi-vehicle scene in response to a rotation tow call.
- g. If two or more operator(s) are called to the same incident, distribution of the vehicles shall be at the discretion of the Police Department.
- h. The right of any vehicle owner or driver involved in a traffic incident to call for towing by service of their own choosing shall not be infringed upon so long as the removal of the vehicles can be made without undue delay as determined by the investigating Police Officer.
- i. The investigating Police Officer may direct a Police Department rotation tow operator to move vehicles to help clear a roadway or for lifesaving operations. Operator(s) shall provide the assistance as directed at no charge. This shall not change the operator(s) place in the rotation.

2. **Service Requirements**

- a. Operator(s) shall respond to Police Department calls (24) hours a day, (7) days a week, including holidays within (15) minutes after the Police Department has notified the operator(s) dispatcher to respond to a call.
- b. Operator’s place of business shall be sufficiently staffed to allow customers to speak directly with the tow company’s owner, manager, or employee during normal business hours.
  - “Normal business hours” shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for the following state recognized holidays: New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
  - If an operator’s place of business is staffed with only one employee, the business office may be closed for one hour at lunch. A sign shall be posted which reflects a lunch closure and a phone number where a request by a vehicle’s owner/agent shall result in an immediate response to release property or a vehicle. Response to the office shall be within the timeframe required for a normal Berkeley Police Department Class A tow.

- c. Operator(s) shall respond with a tow truck of the class required to tow the vehicle specified by the Police Department. The operator(s) shall advise the Police Department dispatch at the time of notification, if they are either unable to respond or unable to meet the maximum response time.
- d. If after accepting the call, the operator(s) is unable to respond or will be delayed in responding, the operator(s) shall immediately notify the Police Department's dispatch center. The Police Department's dispatcher **will assign the tow to the next operator(s) in rotation.** The operator(s) shall not assign initial calls to other tow operator(s).
- e. The operator(s), or his/her employee(s) responding to a call shall perform the towing or service required for which he/she was called. The scene Police Officer may waive this requirement if the requested equipment is inadequate for the service to be performed.
- f. Only the tow truck personnel and equipment requested shall respond to a Police Department call. Additional tow truck personnel and equipment shall be at the approval of the on scene Police Officer.
- g. An operator shall not respond to a City call assigned to another operator(s) unless requested to do so by the Police Department.
- h. When a tow truck has been dispatched to the scene of an accident or an impound by the Police Department, operator(s) shall cooperate with the Police Department in removing any hazards and illegally parked vehicles. It shall be the responsibility of the Police Department to request the necessary action with which operator(s) shall comply.
- i. Operator(s) shall provide the necessary assistance to enable the Police Department to obtain the motor numbers, serial numbers or other vehicle identification numbers.
- j. Operator(s) shall tow abandoned vehicles within (24) hours form the time of the notification from the Police Department.
- k. Operator(s) shall tow vehicles from the Police Garage (1326 Allston Way) to the operator(s) storage facility within (8) hours of notification by the Police Department.
- l. No storage charge shall accrue while vehicles are stored in the Police Garage and this tow shall be at no charge if it is a subsequent tow.
- m. Operator(s) shall tow vehicles from the Police Garage to the operator(s) storage facility when so directed by the Police Department, within (8) hours of notification. No storage charge shall accrue while the vehicles are stored in the Police Garage and this tow shall be at no charge if it is a subsequent tow.
- n. When an operator(s) will be temporarily unavailable to provide services due to a preplanned/scheduled activity, (e.g., vacation, maintenance, medical leave, etc.,) he/she shall notify the City at least (24) hours prior to the date services will be unavailable, noting the time and dates of the unavailability.

### **3. Football and Other Events**

- a. Prior to the commencement of each football season, operator(s) shall meet with the Police Department to determine how the towing needs of the City will be handled on football game days.
- b. Operator(s) shall be available to meet with the Police Department to arrange for the towing of vehicles during other special events as the need arises.

- c. On the days of football games and other special events, the City will establish, in the vicinity of the University of California campus and in the vicinity of these special events, one or more impounding areas designated by the Police Department for the purpose of impounding vehicles towed by operator(s).
- d. Operator(s) shall upon request by the Police Department, tow all vehicles designated by the Police to the impounding area(s).
- e. During the removal period, operator(s) shall maintain the required tow trucks in the immediate vicinity of the impounding area(s) for the purpose of towing vehicles.
- f. Operator(s) shall provide the necessary personnel to release the vehicles and collect the towing charges. Said personnel is to remain at the impounding area until a time designated by the Police Department and until the impounding area is closed for the night to tow all remaining vehicles in the impounding area(s) to a garage or other area designated by the Police Department.
- g. Fees per vehicle collected by operator(s) from the owners or drivers of towed vehicles at the impounding area shall be the full compensation to be paid operator(s) for all services rendered for football and other special event towing and the City shall not be liable for any additional payment to operator(s).

**4. Storage Facility Requirements**

- a. Operator(s) must provide vehicle storage space of no less than 10,000 square feet, the location and suitability of which has been approved by the Police Department.
- b. Operator(s) must provide covered stall space to store a minimum of (10) vehicles and;
- c. In addition, stall space to store (2) vehicles for Police Department evidentiary purposes.
  - o Such space is to be secure and free from contact by persons outside the Police Department.
  - o The remaining required storage area may be an open storage area.
  - o The open storage area shall be screened from public view with an 8 ft. solid wall, fence or cyclone fence with wood or metal slats inserted in all spaces along all perimeters of the storage area, unless such storage area directly abuts an associated building or an existing blank wall or fence at least 8 ft. in height.
  - o Gates shall be at least 8 ft. in height and may be of solid material or cyclone fence with wood or metal slats
- d. Operator(s) must provide sufficient storage for all vehicles stored pursuant to this RFP.

**5. Storage Facilities and Service**

- a. Operator(s) shall have a business officer, dispatch, and storage facility located within (2) miles from the boundaries of the City of Berkeley, California.
- b. Operator(s) storage facility shall be available (24) hours a day to release vehicles.
- c. Operator(s) shall store all towed vehicles in such a manner as to prevent damage to the vehicles and their contents. The storage facility shall be maintained in a clean, neat and visually presentable manner to the degree existing at the time of this RFP.
- d. Operator(s) shall install and maintain sufficient telephone lines to handle public inquiries relating to towed and stored vehicles.

- e. Operators' place of business shall have a sign that clearly identifies it to the public as a towing service. The sign shall have letters clearly visible to the public from the street and be visible at night.
  - f. For the purpose of this RFP, "normal business hours" shall not be less than 8:00 AM to 5:00 PM, Monday through Friday. Business hours shall be posted in plain view to the public. Employee(s) shall be properly trained to conduct business transactions related to towing, storage, and release of vehicles/property.
  - g. Operator(s) shall obtain approval from the Police Department prior to the removal of any property from a stored or impounded vehicle.
  - h. Personal property is considered to be items, which are not affixed to the vehicle, which includes but not limited to: papers, cellular phones, pull out radios and /or portable stereo equipment, luggage, clothing, tools, etc.
  - i. Operator(s) shall not open any closed opaque containers found in stored or impounded vehicles.
  - j. Operator(s) shall make an inventory of all personal property located in plain sight in any towed or stored vehicle.
  - k. All inventoried items shall be stored in a secure place and a copy of the inventoried items shall remain in vehicle(s) at all times.
  - l. A copy of the inventoried items, signed and dated by the operator(s), shall be given to the claimant.
  - m. No fee shall be charged for the release of a vehicle or personal property during normal business hours pursuant to Section 22851(b).
    - o The maximum charge for a non-business hours release shall be one-half the hourly tow rate charged, or less, for initially towing the vehicle pursuant to **Section 22851(b) CVC**.
    - o No lien shall attach to any personal property in or on the vehicle pursuant to **22851(b) CVC**.
  - n. Cargo shall be released upon demand of the carrier or pursuant to a court order.
  - o. Operator(s) shall be allowed to store abandoned vehicles at a suitable location outside the Berkeley city limits. Operator(s) shall notify the City of the location of such lot.
  - p. Operator(s) shall not store towed vehicles on public streets.
  - q. When the Police Department requests verification of identification numbers or vehicle description, operator(s) shall promptly provide such information.
  - r. In the event storage charges accrue on a vehicle because operator(s) fail to notify or incorrectly notify the Police Department, such charges shall be void and the owner of said vehicle shall not be responsible for their payment.
  - s. Operator(s) agrees to indemnify and hold harmless the City and its officers, agents, volunteers and employees from damages for the loss of or damage to any personal property in a towed vehicle when such vehicle is in operators' possession.
- 6. Storage of Vehicles Related to Significant Cases**
- a. A "significant case" means a major case in which the towed vehicle(s) plays an instrumental part in an investigation and resolution of the case. The assigned police staff shall make this determination.

- b. Operator(s) shall store vehicles related to significant cases in a secured and covered location.
- c. Operator(s) shall ensure the storage location is a clean, well-lit, indoor area providing sufficient space to inspect the vehicle(s).
- d. Operator(s) shall provide a lift or lifting device to allow vehicle's undercarriage to be inspected by assigned police staff.
- e. Operator(s) shall allow police staff to examine and process vehicle(s) at their convenience and on short notice to operator(s) without additional charge to the Police Department.
- f. Assigned police staff will chose a specific tow company for such investigations, based on the specific needs and requirements of the investigation. In the event the tow company selected isn't the next tow company in the tow rotation, it will be passed on its next occurrence on the tow list.

**7. Notification of Stored Vehicles**

- a. Operator(s) shall provide a written list or status report of stored vehicles. The report shall list the vehicle model, Vehicle Identification Number (VIN#), license plate number, number of days each vehicle has been in storage and total number of vehicles currently in storage.
- b. Operator(s) shall complete the report at the end of the month and mail it directly to the attention of the assigned police staff monitoring the tow program.
- c. Operator(s) shall provide a written list or verbal account, of total vehicles currently stored if required or needed by authorized police staff within 24 hours of the request.

**8. Release of Towed Vehicles**

- a. General: Operators' personnel answering telephones shall be courteous and provide complete information regarding the location of the vehicle and method of securing its release, including directions to the storage location, required documentation, charge to be paid and terms of payment.
- b. Operator(s) shall maintain sufficient telephone lines, equipment, and personnel required to provide good customer service.
- c. Release procedure when the claimant arrives shall be as follows: The operators' tow representative shall identify the requested vehicle from the operators' records by license number, if provided, or from other information provided by the claimant.
- d. The claimant shall be required to provide satisfactory evidence to the tow representative to prove the claimant is entitled to receive the requested vehicle. Responsibility for release of the vehicle to a person without such evidence devolves fully on the operator(s). When necessary, the Police Department shall provide the operator(s) with reasonable assistance in verifying vehicle registration for all vehicles.
- e. When the tow representative is satisfied the claimant is entitled to the vehicle, the appropriate fees shall be collected and the claimant promptly given possession of the vehicle. The operator(s) shall release vehicle to the claimant within one (1) hour from the time the claimant arrives at the location of the storage facility.
- f. If a rightfully claimed vehicle is stored at a location other than the Berkeley location, the operator(s) shall provide transportation in a reasonable amount of time and without charge to the claimant.
- g. If transported in a tow truck, operator(s) shall take reasonable precautions to avoid any inconvenience to claimant or soiling claimant's garments.

- h. Operator(s) shall not assess any fee upon the claimant for removing the towed vehicle from the storage area, be it by use of a tow truck or any other means.

**9. Compliance with Agreement (Suspension, Disciplinary Action & Termination)**

- a. Operator(s) agrees, as a condition of inclusion on the rotation tow list, to comply with the scope of services of the Tow Rotation Program. Furthermore, the operator(s) agrees the failure by the operator(s) or his/her agents to comply with this scope of services shall be the cause of suspension, disciplinary action or termination from the Police Department's Tow Rotation Program. Alleged violations of the Tow Rotation Program will be investigated by the Police Department covered by this RFP. Operator(s) will be notified of the findings within 30 calendar days of the conclusion of the investigation.
- b. The City shall take disciplinary action against operator(s) for violations investigated and confirmed or sustained. The City shall retain discretion regarding the length of any suspension imposed pursuant to this RFP.
- c. Public Works and Health and Human Services, other City departments enlisting the services of the operator(s) in question, will also honor disciplinary action the Police Department takes against said operator(s).
- d. **The Police Department shall take immediate disciplinary action against the operator(s) for failing to meet its obligation to respond within (15) minutes. In addition, failure to respond and /or repeated failure to meet maximum response times shall constitute failure to comply with the scope of services of this RFP.**
- e. Any refusal to respond or to perform the required towing or service will subject the operator(s) to suspension if deemed appropriate by the City.
- f. A violation of equipment requirements related to safety, GVWR and safe loading requirements of a tow truck and overcharging shall be cause of immediate suspension. The suspension will remain in effect until the period of suspension is completed and the operator(s) presents proof of correcting all violations.
- g. If an operator(s) has 3 or more suspensions within a 12-month period for the Rotation Tow Program in the City's judgment, termination may be invoked or in lieu of termination, the City may impose additional suspensions for longer periods, if deemed appropriate.
- h. Failure of the operator(s) or employee(s) to comply with Demeanor and Conduct and /or Compliance with Law, shall be cause of immediate suspension and /or termination.
- i. Nothing herein shall be deemed to prohibit the City from immediately suspending any operator(s) whose conduct, or that of his/her employee(s), in the discretion of the City, is deemed to be a danger to the motoring public or who has engaged in conduct constituting a flagrant violation of the scope of service of the Towing Service RFP.
- j. The City may terminate towing services upon 10 day written notice if operator(s) have substantially failed to fulfill any of its obligations in the performance of this RFP, including but not limited to the obligation to respond to tow request in a timely manner as specified.
- k. Towing services may be terminated by either party at any time by giving the other party (90) days written notice of such termination, or by written mutual consent of both parties at any time.

## **10. Compliance with Law**

- a. Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over the scope of services or any hereof, including all applicable provisions of the vehicle and civil code sections and all provisions of the Occupation Safety and Health Act and all amendments thereto, and all applicable federal, state, municipal and local safety regulations. All services performed by operator(s) must be in accordance with these laws, ordinances, codes and regulations. Operator(s) shall indemnify and hold the City harmless from any all liability, fines, penalties and consequences from any noncompliance or violations of such laws ordinances, code and regulations.
- b. Safety Garments: BPD rotation tow truck drivers shall wear appropriate warning garments (e.g. vests, jackets, shirts, retro-reflective clothing) for daylight and hours of darkness in accordance with the California Code of Regulations, Title 8, Section 1598. If the tow truck driver is working on a Federal-aid highway, the operator shall comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility, which requires high visibility personal protective safety clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 (compliance date of November 24, 2008).
- c. The operator and all tow truck drivers shall be enrolled in the Employer Pull Notice (EPN) program.
  - o The operator shall provide a current list of drivers and a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, for all drivers to the Area office during enrollment.
  - o Upon the addition of new drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.
  - o The EPN shall be kept on file, signed, and dated by the operator.
- d. If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this RFP, operator(s) shall notify the City's Risk Management Division in Human Resources by telephone at (510) 981-6800. Operator(s) shall promptly submit to the City a written report, in such form as may be required by the City, of all accident, which occur in connection with this RFP.
- e. Please refer to the additional informational sections regarding pertinent applicable California Vehicle Code and Civil Code Laws.

## **11. Lien Sales**

- a. If service, other than towing, recovery, and local salvage, is canceled by the vehicle's registered owner or agent, no lien shall arise for the service unless the operator has presented a written statement to the vehicle's registered owner or agent for the signed authorization of services to be performed pursuant to section 3068(a) CC.
- b. If the operator responds to a BPD call and the call is cancelled by the vehicle's registered owner or agent, prior to the operator taking possession of the vehicle, there shall be no charge and the operator shall be placed back at the top of the list.
  - o Possession is deemed to arise when the vehicle is removed and is in transit, or when the vehicle recovery operations or load salvage operations have begun (Section 3068.1[a] of the Civil Code [CC] and 22851[a][1] of the California Vehicle Code [CVC]).

- Whenever a vehicle owner returns to a vehicle that is in the possession of a towing company prior to the removal of the vehicle, the owner may regain possession of the vehicle from the towing company if the owner pays the towing company the towing charges (Section 22851[a][2] CVC).
- c. Operator(s) shall not make any charges for lien sales, which do not cover acts done by operator(s) toward completion of the lien sale procedure.
- d. Operator(s) shall notify the public of its lien sale procedure.
- e. Lien sales may begin in accordance with all applicable state codes and laws. No sale may be completed before fifteen (15) days of storage have elapsed. The owner shall have the ability to recover their vehicle within those first fifteen (15) days.
- f. Operator(s) shall comply with all applicable state and local laws and regulations pertaining to the lien sale of vehicles.
- g. Operator(s) shall not attempt to take possession of a vehicle in order to establish a lien for any non-towing services performed, or started and subsequently cancelled, when not entitled to such lien by law. Refer to Civil Code section 3068.1 for when a lien begins.

12. **Rates (Towing and Storage Charges)**

- a. Towing charges for response to calls originating from the Police Department shall be reasonable and not in excess of those rates charged for similar services provided in response to calls initiated by any other public agency and/or private person. The City shall determine the validity and reasonableness of the submitted rates.
- b. The rate for towing should be computed from portal to portal when a vehicle is towed to the operator's storage yard.
  - Portal to portal is defined as follows: Time shall start from either the point of dispatch or upon departure from the place of business, whichever is closer to the location of the call, and shall end at the estimated time of return to the place of business or completion of the call, if another call is pending, whichever is shorter.
- c. The time expended for towing a vehicle back to the operator's storage yard, should be charged at a rate not to exceed the hourly rate.
  - The time expended in excess of the hourly rate shall be calculated in no more than one-minute increments.
  - There shall be no additional charges for mileage, etc.
- d. The operator(s) shall submit his/her proposed storage fees. The City shall determine the validity and reasonableness of the fees based upon the average of the proposed fees submitted by those applying for rotation.
- e. A vehicle stored 24 hours or less shall be charged no more than one day's storage pursuant to Section 3069.1(a) (CC).
  - If the vehicle is released from storage after 24 hours has lapsed, charges may be allowed on a full, calendar-day basis for each day of storage, or part thereof pursuant to Section 3068.1(a) CC.
- f. The operator(s) shall display in plain view at all cashier stations a sign as described in section 3070 of the Civil Code, disclosing all storage fees and charges enforced, including the maximum storage rate.

- g. Vehicles stored (24) hours or less shall be charged no more than one day's storage rate. Each day thereafter shall be calculated by calendar day.
- h. The approved schedule of rates charged by the operator(s) shall be available in the tow trucks(s), and shall be presented upon demand to the person(s) for whom the tow services were provided or his/her agent or any Police Officer at the scene.
- i. Rate requirements represent the maximum an operator(s) may charge on a Police Department call. An operator(s) is not precluded from charging less when deemed appropriate by the operator(s).

13. **Other Information**

- a. **Repair or Alteration of Vehicles:** Operator(s) shall not make any repairs or alterations to a towed vehicle without the express written authorization of the owner of the vehicle, the owner's insurance company or a designee, except for such emergency alterations as are necessary in order to tow the vehicle. However, no charge may be made to the vehicle owner for emergency alterations.
- b. **Payment of Charges:** Payment of towing and storage charges prior to the release of the vehicle may be made with cash, money order, credit card or other means of payment acceptable to operator(s). Operator(s) shall adhere to check cashing, credit card, and other payment policies. This shall include football game days and other special events.
  - o A valid bank credit card or cash payment shall be accepted for payment of towing and/or storage.
  - o A surcharge shall not be imposed upon a cardholder who elects to use a credit card for payment pursuant to Section 1748.1 CC.
- c. **Posting Requirements:** Operator(s) shall post and supply in a conspicuous place, at each of its facilities, notices approved by the City, which include the following information: 1) schedule of fees authorized by this RFP; 2) notice that copies of the RFP are available for public inspection; 3) the acceptance of checks, cash, credit cards, and any other payment policies of operator(s); 4) notice of (24) hour operation available to the public and procedures for registering complaints regarding the operations of operator(s) under this RFP.
- d. **Police Errors and Omissions:** When any vehicle has been ordered towed by the Police Department and it is later determined the vehicle was towed in error due to mistake of fact; operator(s) shall release the vehicle to the owner at no cost for towing or storage.
  - o When a vehicle is stored for a longer period than necessary due to a clerical error or oversight by the Police Department, operator(s) shall release the vehicle to the owner without assessing storage costs to the owner for the excess time. Operator(s) may charge the Police Department for the error or oversight upon mutual agreement.
- e. **Service Calls:** Operator(s) shall provide service calls to the Police Department only for the following situations: tire changes, running out of gas, lockouts, replacing broken headlights and any other minor services. These services shall be provided after hours, weekends and holidays. The City shall provide a small inventory of such services.
- f. This Scope of Services shall not be altered or otherwise modified except by a written amendment to this RFP executed by the City of Berkeley.

**For all the groups participating in the Tow Programs the following applies:**

- **Demeanor and conduct:** While involved in City tow operations or related business, the operator(s) and/or his/her employee(s) shall refrain from any act(s) of misconduct, to include but not limited to any of the following: rude or discourteous behavior, lack of service, selective service, or refusal to provide service which the operator(s) is /should be capable of performing, any act of sexual harassment or impropriety, unsafe driving practices, appearing at the tow scene exhibiting any objective symptoms of alcohol and/or drug use, including having such use emitting from his/her breath.
- **Tow Operators:** Operators responding to the towing RFP shall have minimum of three years verifiable for-hire-towing experience, as an owner or principal, with other public agencies.
- **Tow operators:** Operators shall not record (i.e., videotape, photograph) a scene unless it is for official use by the tow company for business-related reasons and when approval was first granted by the on-scene investigating officer, supervisor, or commander.
- **Complaints:** All City-related tow service complaints the City receives against the operator(s) or his/her employee(s) shall be accepted and investigated in a fair and impartial manner. As a result of the investigation, the City may initiate disciplinary actions as deemed appropriate. In any event, the operator(s) will be notified of the results of any investigation.
- **Annual Meetings:** The City shall conduct at a minimum one annual meeting to discuss issues concerning the towing service(s). All meetings shall be mandatory for the owners of his/her designee to attend.
- **Tow Truck Classifications:** Operators shall equip and maintain tow truck(s) covered under this RFP in accordance with the provisions set forth in the California Code of Regulations, and consistent with industry standards and practices.

<b>Class A</b>	Light Duty
<b>Class B</b>	Medium Duty
<b>Class C</b>	Heavy Duty
<b>Class D</b>	Super Heavy Duty

- **Insurance:** The selected operator(s) shall be required to maintain general liability insurance containing the following:

<b>Insurance Type</b>	<b>Amount</b>
Commercial General Liability	\$2 million per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit shall be twice the required occurrence limit.
Automobile Liability	\$1 million per accident for bodily injury or property damage.
Garage Keeper's Legal Liability Insurance	\$1 million
Employee Dishonesty and Faithful Performance Bond	\$50,000
Worker's Compensation and Employer's Liability Insurance	In the amount of at least \$1 million

**Certificates of Insurance evidencing the required coverage must be submitted by the operator(s) upon or before execution of the contract.**

In order to promote competition and increase the number of eligible bidders, the RFP should avoid imposing unnecessary requirements or qualifications that unfairly restrict the competition.

**III. SUBMISSION REQUIREMENTS**

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

1. Contractor Identification:

Provide the name of the firm, the firm's principal place of business, the name and telephone number of the contact person and company tax identification number.

2. Client References:

Provide a minimum of three (3) client references. References should be California cities or other large public sector entities. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.

3. Price Proposal:

The proposal shall include pricing for all services. Pricing shall be all inclusive unless indicated otherwise on a separate pricing sheet. The Proposal shall itemize all services, including hourly rates for all professional, technical and support personnel, and all other charges related to completion of the work shall be itemized. The price proposal shall apply over the entire term of the contract.

The following tables are prices proposed by the City of Berkeley's Police Department. Vendors are welcome to submit a table listing their own pricing for all services listed below.

**PUBLIC FEES**

**A. Towing Rates**

	<b>Towing Item</b>	<b>Rate</b>
<b>1</b>	<b>Passenger car, motorcycles, motor scooters and trucks less than 1 1/2 ton, on any day including game or event days</b>	<b>\$160.00</b>
<b>2</b>	<b>All vehicles released on scene after hookup and prior to Towing</b>	<b>\$80.00</b>
<b>3</b>	<b>Recoveries: Class A truck</b>	<b>\$160.00/hr.</b>
	<b>B truck</b>	<b>\$175.00/hr.</b>
	<b>C truck</b>	<b>\$225.00/hr.</b>
	<b>D truck</b>	<b>\$350.00/hr.</b>

**B. Storage Rates**

	<b>Storage Item</b>	<b>Rate</b>
<b>1</b>	<b>Vehicles less than 20 feet in length</b>	<b>\$75.00 per day</b>
<b>2</b>	<b>Vehicles 20 feet in length, but less than 30 feet in length</b>	<b>\$125.00 per day</b>
<b>3</b>	<b>Vehicles 30 feet in length or greater</b>	<b>\$150.00 per day</b>
<b>4</b>	<b>Tractor Trailers</b>	<b>\$175.00 per day</b>
<b>5</b>	<b>Scooters and motorcycles</b>	<b>\$50.00 per day</b>

**CITY OF BERKELEY FEES**

**C. Police Held Evidence Tows**

All vehicles being held by the tow operator(s) for the Police Department for evidentiary reasons **must** be billed to the Police Department on a monthly basis and at the Police Department rates listed below.

**D. Storage Rates**

	<b>Storage Item</b>	<b>Rate</b>
<b>1</b>	<b>Vehicles less than 20 feet in length</b>	<b>\$37.50 per day</b>
<b>2</b>	<b>Vehicles 20 feet in length, but less than 30 feet in length</b>	<b>\$62.50 per day</b>
<b>3</b>	<b>Vehicles 30 feet in length or greater</b>	<b>\$75.00 per day</b>
<b>4</b>	<b>Tractor Trailers</b>	<b>\$87.50 per day</b>
<b>5</b>	<b>Scooters and motorcycles</b>	<b>\$25.00 per day</b>

**E. Long-term Police Storage**

Vehicles stored as evidence or in conjunction with any investigation by the Police Department will be billed at the rates listed above in section D for the first two weeks held.

Beginning the first day of the third week of storage, all such stored vehicles will be billed to the Police Department at one-half the Police storage rate (i.e. a vehicle less than 20 feet in length will be charged at a rate of \$18.75 per day, see chart below).

	<b>Third Week-First Day</b>	<b>Rates</b>
<b>1</b>	<b>Vehicles less than 20 feet in length</b>	<b>\$18.75 per day</b>
<b>2</b>	<b>Vehicles 20 feet in length, but less than 30 feet in length</b>	<b>\$31.25 per day</b>
<b>3</b>	<b>Vehicles 30 feet in length or greater</b>	<b>\$37.50 per day</b>
<b>4</b>	<b>Tractor Trailers</b>	<b>\$43.75 per day</b>
<b>5</b>	<b>Scooters and motorcycles</b>	<b>\$12.50 per day</b>

**F. Tows Made in Error by Police Department Personnel**

Vehicles towed in error by Police Department personnel shall be billed to the Police Department at the Police Department rates listed above in **section D**.

4. Contract Terminations:

**If your organization has had a contract terminated in the last five years, describe such incident.** Termination for default is defined as notice to stop performance due to the vendor’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party’s name, address, and phone number. Present the vendor’s position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five years, so indicate.

#### **IV. SELECTION CRITERIA**

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. References, (5% percent)
2. Costs (45% percent)
3. Ability to perform services listed in the Scope of Services (50% percent)

A selection panel will be convened of three (3) staff (*to do the review*).

#### **V. PAYMENT**

Invoices: Invoices must be fully itemized, and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Mail invoices to the Project Manager and reference the contract number.

City of Berkeley  
Police Department  
2100 Martin Luther King Jr. Way  
Berkeley, CA 94704  
Attn: **Sergeant Robert Rittenhouse/Police Department**

Payments: The City will make payment to the vendor within 30- days of receipt of a correct and complete invoice.

#### **VI. CITY REQUIREMENTS**

##### **A. Non-Discrimination Requirements:**

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

##### **B. Nuclear Free Berkeley Disclosure Form:**

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

**C. Oppressive States:**

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

**D. Conflict of Interest:**

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

**E. Berkeley Living Wage Ordinance:**

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The Living Wage rate is currently \$13.03 (if medical benefits are provided) or \$15.20 (if medical benefits are not provided). The Living Wage rate is adjusted automatically effective June 30<sup>th</sup> of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

**F. Berkeley Equal Benefits Ordinance:**

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

**G. Statement of Economic Interest:**

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

**VII. OTHER REQUIREMENTS**

**A. Insurance**

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$1,000,000, automobile liability insurance in the minimum amount of \$500,000 and a professional liability insurance policy in the amount of \$1,000,000 to cover any claims arising out of the performance of the

contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insureds.

**B. Worker’s Compensation Insurance:**

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker’s Compensation Insurance.

(Worker’s Compensation Insurance cannot be waived for any person who employs others.)

**C. Business License**

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

**D. Recycled Paper**

**All reports to the City shall be on recycled paper that contains at least 50% recycled product** when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be *printed on both sides of the page* whenever practical.

**VIII. SCHEDULE (dates are subject to change)**

- Issue RFP to potential bidders: April 2, 2013
- Proposals due from potential bidders April 18, 2013
- Complete Selection Process April 25, 2013
- Council Approval of Contract (over \$50k) May 21, 2013
- Award of Contract May 22, 2013
- Sign and Process Contract June 1, 2013
- Notice to proceed July 1, 2013

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- |   |              |
|---|--------------|
| • Check List of Required items for Submittal    | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form                  | Attachment C |
| • Oppressive States Form                        | Attachment D |
| • Living Wage Form                              | Attachment E |
| • Equal Benefits Certification of Compliance    | Attachment F |
| • Right to Audit Form                           | Attachment G |
| • Insurance Endorsement                         | Attachment H |

## ATTACHMENT A

### CHECKLIST

- Proposal describing service (one original and three (3) unbound copies)
- Contractor Identification and Company Information
- Client References
- Costs proposal by task, type of service & personnel
- Other items the contractor is being requested to supply*
- The following forms, completed and **signed in blue ink** (attached):
  - Non-Discrimination/Workforce Composition Form Attachment B
  - Nuclear Free Disclosure Form Attachment C
  - Oppressive States Form Attachment D
  - Living Wage Form Attachment E
  - Equal Benefits Ordinance Certification of Compliance (EBO-1) Attachment F

### **ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR AFTER COUNCIL APPROVAL TO AWARD CONTRACT.**

- Provide **original-signed in blue ink** Evidence of Insurance
  - Auto
  - Liability
  - Worker's Compensation
- Right to Audit Form Attachment G
- Commercial General & Automobile Liability Endorsement Form Attachment H
- Berkeley Business License

For informational purposes only: Sample of Personal Services Contract Exhibit A

**NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS**

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: \_\_\_\_\_

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

Business Lic. #: \_\_\_\_\_

Occupational Category:  (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
	Official/Administrators											
Professionals												
Technicians												
Protective Service Workers												
Para-Professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other (specify)												
Totals:												

Is your business MBE/WBE/DBE certified? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, by what agency? \_\_\_\_\_

If yes, please specify: Male: \_\_\_\_\_ Female: \_\_\_\_\_ Indicate ethnic identifications: \_\_\_\_\_

Do you have a Non-Discrimination policy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

City of Berkeley Contract Compliance Officer

## Occupational Categories

**Officials and Administrators** - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

**Professionals** - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

**Technicians** - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

**Protective Service Workers** - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

**Para-Professionals** - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

**Office and Clerical** - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

**Skilled Craft Workers** - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

**Service/Maintenance** - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

**CITY OF BERKELEY**  
**Nuclear Free Zone Disclosure Form**

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **Towing Services Contract/13-10726-C**

**Attachment C**

**CITY OF BERKELEY**  
**Oppressive States Compliance Statement**

The undersigned, an authorized agent of \_\_\_\_\_ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Abo, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity: \_\_\_\_\_

Contract Description/Specification No.: **Towing Services Contract/13-10726-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

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

**CITY OF BERKELEY**  
**Living Wage Certification for Providers of Services**

**TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.**

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

**Section I.**

**1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS**

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If you have answered, "YES" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

**2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.**

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If you have answered, "YES" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

**Section II**

**Please read, complete, and sign the following:**

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

**Attachment E**

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity: \_\_\_\_\_

Contract Description/Specification No: **Towing Services Contract/13-10726-C**

**Section III**

- 
- **\*\* FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY \*\***

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

\_\_\_\_\_  
Department Name

\_\_\_\_\_  
Department Representative

To be completed by  
Contractor/Vendor



**Form EBO-1  
CITY OF BERKELEY**

**CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

If you are a **contractor**, return this form to the originating department/project manager. If you are a **vendor** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

**SECTION 1. CONTRACTOR/VENDOR INFORMATION**

Name:		Vendor No.:	
Address:	City:	State:	ZIP:
Contact Person:		Telephone:	
E-mail Address:		Fax No.:	

**SECTION 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.  
 Yes  No (If "Yes," proceed to Section 5; if "No", continue to the next question.)
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  
 Yes  No  
If "Yes," continue to Question C.  
If "No," proceed to Section 5. (The EBO is not applicable to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? ..... Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? ..... Yes  No

**If you answered "No" to both Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.) If you answered "Yes" to both Questions C and D, please continue to Question E. If you answered "Yes" to Question C and "No" to Question D, please continue to Section 3.**

- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? ..... Yes  No

**If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)  
If you answered "No," continue to Section 3.**

**SECTION 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
  - By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or
  - At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or
  - Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?\* .....  Yes  No

\* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

**SECTION 4. REQUIRED DOCUMENTATION**

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

**SECTION 5. CERTIFICATION**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_  
(State) (City)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal ID or Social Security Number

**FOR CITY OF BERKELEY USE ONLY**

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor                       Full Compliance                       Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: \_\_\_\_\_
- Staff Name(*Sign and Print*): \_\_\_\_\_ Date: \_\_\_\_\_

**Attachment F**

**CITY OF BERKELEY**  
**Right to Audit Form**

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

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

Print Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Contract Description/Specification No: **Towing Services Contract/ 13-10726-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

**CITY OF BERKELEY**  
**Commercial General and Automobile Liability Endorsement**

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

- The named insured is \_\_\_\_\_.
- CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:  
\_\_\_\_\_.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

- The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
- Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to \_\_\_\_\_, Department of \_\_\_\_\_, Berkeley, CA.
- This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

\_\_\_\_\_  
Insurance Company

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

By: \_\_\_\_\_  
Signature of Underwriter's  
Authorized Representative

Contract Description/Specification No: **Towing Services Contract/13-10726-C**