REQUEST FOR PROPOSAL ("RFP")

TOW SERVICES CONTRACT

City of El Cerrito

RFP Oversight:
Emily Graham, Executive Assistant

RFP Coordinator:
Lauren Caputo, Field Operations Lieutenant
1. INTRODUCTION

The City of El Cerrito (hereinafter the “City”) invites written proposals for a General Services Agreement for Tow Services for the City.

The City, in an effort to provide quality service to the community, seeks four (4) highly qualified tow service providers to provide police requested tows (the “Project”). The agreement reached between the City and the four service providers will have specific requirements that ensure quality service when requested. The guidelines will also ensure timely service so that police staff are not unnecessarily delayed in returning to assigned duties.

The City invites proposals from qualified tow service providers. The successful tow service provider will execute a contract with the City that has terms substantially similar to the General Services Agreement (“Agreement”) attached to this RFP as Exhibit A.

Interested service providers are asked to submit letters of interest and a response to this RFP that provides the City with a description of the service provider’s qualifications between RFP release date, June 15, 2023 and question submission due date, July 14, 2023. The length of term for the agreement will be for three years, with an option to extend for up to three (3) additional one (1) year terms.

This RFP describes the general rules for preparing and submitting proposals and the City’s requirements for the Project.

1.1. Definitions

For the purpose of this RFP references to “Bidder” in all instances shall mean the specific person or entity responding to this RFP; references to “Bid” in all instances shall mean the bidder’s/contractor’s proposal submitted in response to this RFP.

1.2. Clarification and Interpretation of RFP

1.2.1. The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement may be grounds for rejection of the proposal.

1.2.2. The words “day” and “days” refer to working days (Monday – Friday), exclusive of City holidays.

1.3. Purpose

The purpose of this RFP is to provide minimum requirements, solicit bids and gain adequate information from which the City may evaluate the Bidder’s products and services as they compare to other tow service providers and as they pertain to the needs of the City’s
organization as defined in this document.

1.4. Contract Duration and Project Timeframe
The contract will be executed within fourteen (14) days following approval by the City Council. The Agreement will commence within twenty (20) days following contract execution and will continue for three years from date of contract execution.

1.5. RFP Coordinators
The following RFP Coordinator shall be the primary contact for this RFP and all correspondence or questions regarding this RFP should be directed in writing to his attention at:

RFP Coordinator: Lauren Caputo, Field Operations Lieutenant
Address: 10900 San Pablo Ave. El Cerrito, Ca 94530
Phone: 510-215-4448
Email: lcaputo@ci.el-cerrito.ca.us

1.6. Communications Regarding the RFP
After release of this RFP, all Bidder communications concerning this procurement must be directed to the RFP Coordinators. Unauthorized contact regarding the RFP with other employees of the City may result in disqualification.

1.6.1. All communications must be submitted in writing to the RFP Coordinator. Any oral communications shall not be binding to the City or considered official. Questions, requests and other types of written communication must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Calendar of Events

1.6.2. All written communication regarding this RFP can be sent by email to lcaputo@ci.el-cerrito.ca.us

1.6.3. The RFP Coordinator shall respond in writing to all written communications. This response shall constitute clarifications to the RFP. Only written responses to written communications shall be considered binding and official by the City. At its sole discretion, the City reserves the right to determine appropriate and adequate responses to written questions, comments and requests for clarification.

1.6.4. Any data or information provided by the City shall be deemed as Each bidder is responsible for contacting the City if the bidder needs to verify any information or obtain any additional details necessary to prepare a complete response to this RFP.
1.7. RFP Calendar of Events

The following RFP Schedule of Events represents the City’s best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 5:00 p.m., Pacific Standard Time. The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Calendar of Events shall be provided to all Bidders in the form of an addendum.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Released</td>
<td>June 15, 2023</td>
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<tr>
<td>Final Question Submission Deadline</td>
<td>July 10, 2023</td>
</tr>
<tr>
<td>Final Answers Provided to Questions</td>
<td>July 14, 2023</td>
</tr>
<tr>
<td>Addendum Issue Deadline (if needed)</td>
<td>July 14, 2023</td>
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<tr>
<td>Proposal Due Date (no later than 5:00 pm)</td>
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<tr>
<td>Interviews (if needed)</td>
<td>July 18-21, 2023</td>
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<tr>
<td>Proposal Evaluation Completion</td>
<td>July 28, 2023</td>
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<tr>
<td>Recommendation to City Council</td>
<td>August 15, 2023</td>
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2. RULES GOVERNING PROPOSALS

2.1. Address and Deliver Bids to:

Coordinator: Lieutenant Lauren Caputo
Address: 10900 San Pablo Ave. El Cerrito, Ca 94530
Phone: 510-215-4448
Fax: 510-235-6618
Email: lcaputo@ci.el-cerrito.ca.us

2.2. Bid Deadline
Bids shall be submitted no later than the Bid Deadline time and date detailed in the RFP Calendar of Events (see Section 1.7). Bidders shall respond to the written RFP and any exhibits, attachments, or amendments. A Bidder's failure to submit a bid before the deadline as required shall cause that bid to be disqualified. Bidders assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual bid receipt by the City. Late bids will be rejected and will not be opened. Bids may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.3. Nondiscrimination
No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, sexual orientation, national origin, or any other classification protected by federal or California State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of the City's Bidders. Accordingly, all Bidders entering into contracts with the City shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2.4. Electronic Form
An electronic form of this RFP may be obtained from the City’s web site: https://www.el-cerrito.org/Bids.aspx

2.5. General Bidding Parameters
2.5.1. Contingencies
Before submitting a bid, Bidders should make a careful examination of the scope of work and of the difficulties involved in its proper execution.

2.5.2. Insurance
The selected Bidder will be required to provide proof of adequate worker’s compensation, automobile and general liability insurance coverage before entering into a contract. Additionally, the City may, at its sole discretion, require the selected Bidder to provide proof of other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the City shall be in form and substance acceptable to the City. The selected Bidder will hold the City harmless against all claims arising out of the Project.

2.5.3. Licensure
Before a contract pursuant to this RFP is signed, the selected Bidder must hold all necessary and applicable business and professional licenses.

2.5.4. Conflict of Interest and Bid Restrictions
By submitting a bid, the Bidder certifies that no amount shall be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Bidder in connection with the procurement under this RFP.

2.5.5. RFP Amendment and Cancellation
The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Bidders shall respond to the final written RFP and any exhibits, attachments and amendments.

2.5.6. Right of Rejection
Any bid received which does not meet the requirements of this RFP may be considered to be nonresponsive and the bid may be rejected. Bidders must comply with all of the terms of this RFP and all applicable State and County laws and regulations. The City may reject any bid that does not comply with all of the terms, conditions and performance requirements of this RFP.

The City reserves the right, at its sole discretion, to waive variances in bids provided such action is in the best interest of the City. Where the
City waives minor variances in bids, such waiver does not modify the RFP requirements or excuse the Bidder from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Bidder to strict compliance with the RFP.

2.5.7. Severability
If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the City and Bidders shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

2.5.8. Applicable Laws, Permits and Codes
The selected Bidder will comply with all laws, codes, rules and regulations of the State, County and City applicable to the work to be performed at the City's location, including, but not limited to laws requiring the payment of prevailing wages pursuant to the Cal. Labor Code. The selected Bidder is responsible for complying with all requirements to register with the Department of Industrial Relation.

2.5.9. Late Proposals
Proposals or unsolicited amendments to proposals arriving after the bid due date will be rejected as not meeting the mandatory requirements of this RFP.

2.5.10. Bid Withdrawal
To withdraw a bid, the Bidder must submit a written request signed by an authorized representative to the RFP Coordinator. After withdrawing a previously submitted bid, the Bidder may submit another bid at any time up to the deadline for submitting bids.

2.5.11. Bid Amendment
The City shall not accept any amendments, revisions, or alterations to bids after the deadline for bid submittal unless such is formally requested, in writing, by the City.

2.5.12. Bid Errors
Bidders are liable for all errors or omissions contained in their bids. Bidders shall not be allowed to alter bid documents after the deadline for submitting a bid.

2.5.13. Incorrect Bid Information
If the City determines that a Bidder has provided incorrect
information which the Bidder knew or should have known was materially incorrect, that bid shall be determined non-responsive and the bid shall be rejected.

2.5.14. Review Rights
Proposals submitted may be reviewed and evaluated by any person(s) considered necessary to the decision-making process at the discretion of the City.

2.5.15. Bid Preparation Costs
The City shall not pay any costs associated with the preparation, submittal, or presentation of any bid.

2.5.16. Bid Alternate Services
Bids of alternate solutions, excepting the enhancements and additional value components called for (i.e., bids that offer something different from that requested by the RFP), shall be considered non-responsive and shall be rejected.

2.5.17. Public Release of Information
News releases, articles, brochures, advertisements, prepared speeches and other information releases concerning this RFP, or any subsequent contract or activity related thereto, may not be made without the prior written approval of the City.

2.5.18. Liability and Reserved Rights
The City reserves the right not to award a Contract to any of the Bidders solicited in this RFP. The City also reserves the right to make partial awards. This RFP may be withdrawn at any time without liability or responsibility for any damages or expenses incurred by Bidders.

2.5.19. Public Disclosure
All materials provided to the City by Bidders are subject to State and City public disclosure laws.

2.5.20. Background Investigation
Due to the confidential and sensitive nature of many documents and records which the Bidder must come into contact with, the successful Bidders will also be required to authorize background investigations of all personnel permitted access to sensitive materials and/ or access to non-public areas of public safety facilities. The successful Bidder will be asked to provide the following information for employees meeting the above criteria: Legal name, Date of Birth, Social Security Number and current home address. Additionally, fingerprint checks may be required.
3. INSTRUCTIONS TO BIDDERS

This section outlines specific instructions for proposal submission. Bidders not adhering to these instructions shall be disqualified without further consideration.

3.1. RFP Questions

Specific questions concerning this RFP must be submitted in writing to:

Lauren Caputo, Field Operations Lieutenant
Email: lcaputo@ci.el-cerrito.ca.us
10900 San Pablo Ave. El Cerrito, Ca 94530

Please refer to the RFP Calendar of Events and note the deadline for submitting questions. Response to any question that is given orally is to be considered tentative and non-binding to the City. The official response to questions shall be published in writing to all Bidders. This shall ensure accurate, consistent responses to all Bidders. Only the written responses from the City shall be considered official.

3.2. Response Format

The intent of the RFP is to allow bidders the opportunity to fully explain their proposed solution. Please include complete information to enable the City to evaluate the Bidder’s profile and ability to deliver a coherent and complete system. In the interest of consistency and to enable an efficient and fair evaluation process, proposal responses must conform to the following:

- Proposals shall mirror the format and sequence of the RFP.
- Proposals shall include full details where requested and where appropriate for each requirement within the RFP.
- Proposals shall provide a straightforward, concise description of the bidder's proposed solution.
- Proposals shall be self-contained and not rely on references to manuals or brochures.
- An executive summary must provide a top-level summary of the most important aspects of the Bidder's response. In addition, the response must include a contact name for bid clarification purposes.

3.2.1 Where applicable, Bidders will respond in line to the original RFP sections and will, for each individual statement of compliance, reply with one of the following:
• Compliant: Bidder’s product or service completely satisfies the stated condition or need. Where appropriate, please provide additional details about how bidder complies.

• Partially Compliant: Bidder’s product or service only partially satisfies the stated condition or need.

• Non-Compliant: Bidder’s product does not satisfy any part of the stated condition or bidder does not or cannot provide the services needed.

• Noted: Where a statement/requirement provides only general information.

3.2.2. Bids should clearly provide a straightforward, concise description of the Bidder’s capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

3.3. Statement of Compliance
By submission of a response to this RFP, Bidder acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

3.4. Bid Submittal

3.4.1. One original and four printed copies of the Bid shall be submitted to the City in a sealed package and be clearly marked:

“Bid in Response General Services Agreement for Tow Services -- Do Not Open”

3.4.2. All bids must be submitted to Lauren Caputo, Field Operations Lieutenant at the El Cerrito Police Department, 10900 San Pablo Ave. El Cerrito, Ca 94530 by the date and time identified as the Deadline for Submitting a Bid in the RFP Calendar of Events.

3.4.3. The complete proposal must include the proposal document with a response to the RFP and all other materials requested. Bidders may include any additional materials they feel could assist in the evaluation of the Bidder’s ability to provide services. However, each question must be responded to completely.
3.5. **Key Evaluation Criteria**

All responses will be evaluated against the following criteria:

### 3.5.1. Responsiveness
A complete and concise response to the RFP that complies with the City’s requirements.

### 3.5.2. Capacity and Ability
The feasibility of the proposal based upon the methodology of the proposed scope of services to meet the City’s needs and the quality of services proposed.

### 3.5.3. Experience
The City will evaluate the Bidder’s tow service experience including the design, implementation, integration and support of the Project and current technologies. The City has a vested interest in partnering with a Bidder who is recognized as a leader in the industry with a proven track record for solid services and financial resources. Extra weight will be given to those vendors who have a proven track record with other government agencies.

### 3.5.4. References
Bidders should provide other public safety agencies as references. Preferably, references would be California public safety agencies currently using the service being proposed. Information required for each reference is as follows:

- Agency name
- Contact name(s)
- Contact phone #(s)
- Length of time as a customer
- Purchase or Lease situation
- Comments regarding services

### 3.6. Award Determination
Award of contract shall be based on the Key Evaluation Criteria listed above. Before award of contract, the City will consider all data and may request additional information from the proposers as deemed necessary.

### 3.7. Bid Evaluation Process
All bids shall be reviewed by the RFP Coordinator to determine
compliance with basic bid requirements as specified in this RFP. If the RFP Coordinator determines that a bid may be missing one or more such requirements, the Bid Evaluation Team shall review the bid to determine:

- if it meets requirements for further evaluation;
- if the City shall request clarification(s) or correction(s); or
- if the City shall determine the bid non-responsive and reject it.

**3.7.1.** The RFP Coordinator shall manage the bid evaluation process and maintain bid evaluation records. A Bid Evaluation Team made up of three or more City employees shall be responsible for evaluating bids.

**3.7.2.** Oral presentations, written questions for further clarifications and/or site visits may be required.

**3.7.3.** The City reserves the right, at its sole discretion, to request clarifications of bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the bid. Discussions shall be limited to specific sections of the bid identified by the City and, if held, shall be after initial evaluation of Bids. If clarifications are made as a result of such discussion, the Bidder shall put such clarifications in writing.

**3.8 Force Majeure**

The Bidder will have no liability for delays, failure in performance, or damages due to: Fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the products, or other causes beyond Bidder's control whether or not similar to the foregoing.

**3.9. Assignment and Subcontracting**
3.9.1. The Bidder may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. Each subcontractor must be approved in writing by the City. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior written approval from the City.

3.9.2. If awarded a contract under this RFP, the Bidder, notwithstanding the use of approved subcontractors, shall be the Prime Bidder and shall be responsible for all work performed.

3.9.3. As part of response to this RFP, the Bidder must delineate the responsibility of any and all subcontractor(s) to be utilized for this project.

3.10. Right to Refuse Personnel
The City reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the Prime Bidder or its subcontractors for cause.

3.10.1. Joint Ventures and Partnering

3.10.1.1. Bids from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the City as a result of the participation of multiple entities.

3.10.1.2. The Bid shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

3.10.1.3. The Bid must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.

3.10.1.4. The bid transmittal letter must be signed by each Principal of the joint venture and include all required information.

3.11. Supplemental Terms and Conditions/Modifications
Supplemental terms and conditions and modifications will be made
via the Contract document, which will be negotiated with the successful Bidder.

3.12. Standard Contract Information

3.12.1. Contract Approval
The RFP and the Bidder selection processes do not obligate the City and do not create rights, interests, or claims of entitlement in the apparent best-evaluated Bidder. Contract award and City obligations pursuant thereto shall commence only after the contract is signed by the successful Bidder and the head of the procuring City agency and after the contract is signed by all other City officials as required by City ordinances and regulations to establish a legally binding contract.

3.12.2. Contract Payments
Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved as required by City ordinances and regulations. Under no conditions shall the City be liable for payment of any type associated with the contract or responsible for any work done by the Bidder, even work done in good faith and even if the Bidder is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by City officials.

3.12.3. RFP and Bid Incorporated into Final Contract
This RFP, the successful bid and the City’s General Services Agreement shall be incorporated into the final contract. A blank copy of the Agreement is included in the RFP as Exhibit A.

NOTE: the Agreement incorporates insurance requirements, prevailing wage and/or living wage requirements, licensing requirements and other needed information in it.

3.12.4. Contract Monitoring
The successful Bidder shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation and acceptance by the City. The City may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the City may inspect those areas of the Bidder's place of business...
that are related to the performance of the contract. If the City requires such an inspection, the Bidder shall provide reasonable access and assistance.

3.12.5. Contract Amendment
During the course of this contract, the City may request the Bidder to perform additional work for which the Bidder would be compensated. That work shall be within the general scope of this RFP. In such instances, the City shall provide the Bidder a written description of the additional work and the Bidder shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Bidder's Bid to this RFP. If the City and the Bidder reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Bidder and the head of the procuring City agency and must be approved by other City officials as required by City laws and regulations. The Bidder shall not commence additional work until the City has issued a written contract amendment and secured all required approvals.

3.12.6. Contract Award Process
The RFP Coordinator shall forward results from the bid evaluation process to the City Council for consideration.

3.12.6.1. The City reserves the right to make an award without further discussion of any bid submitted.

3.12.6.2. The City reserves the right to request a best and final offer.

3.12.6.3. The City reserves the right, at its sole discretion, to negotiate with the apparent best-evaluated Bidders subsequent to the award of bid.

3.12.6.4. The apparent best-evaluated Bidders shall be prepared to enter into a contract with the City. If a Bidder fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 10 days of its delivery to the Bidder, the City may determine, at its sole discretion that the Bidder is non-responsive to the terms of this RFP and reject the bid.
3.12.6.5. Contract award shall be subject to the contract approval of all appropriate City officials in accordance with applicable City laws and regulations.

3.12.7. Proposals, Public Information
Proposals are public records; each Bidder is hereby informed that, upon submittal of its proposal to the City in accordance with this RFP, the proposal is the property of the City.

3.12.7.1. Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFP. However, after the City either awards the project to the successful Bidders, or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code sections 6250, et seq.), unless there is a legal exemption to public disclosure.

3.12.7.2. If a Bidder believes that any portion of its proposal is subject to a legal exemption to public disclosure, the Bidder shall: (1) clearly mark the relevant portions of its proposal “Confidential”; (2) identify, upon request from the City the legal basis for exemption from disclosure under the California Public Records Act; and (3) defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the “Confidential” portion of the proposal.
4. BIDDER PROFILE

4.1. Organizational Information
Bids shall provide the following information, in sequence, to evidence the Bidder’s experience in delivering services similar to those required by this RFP:

4.1.1. A brief description of the Bidder’s background and organizational history; organization's number of employees, longevity and sample client base;

4.1.2. Number of years in business;

4.1.3. A brief statement of how long the Bidder has been performing the services required by this RFP;

4.1.4. Bidder’s identification information including the location of the bidder’s headquarters;

4.1.5. Whether there have been any mergers, acquisitions, or sales of the Bidder company within the last ten years (if so, an explanation providing relevant details);

4.1.6. Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, et cetera);

4.1.7. A statement as to whether there is any pending litigation against the Bidder; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Bidder's performance in a contract under this RFP;

4.1.8. The number of tow trucks owned and/or operated by the Bidder, along with information about the class of the trucks (as vehicle class is defined in Exhibit A, attached to this RFP) and a statement as to whether each of those tow trucks meets the specifications detailed in Exhibit A to this RFP;

4.1.9. The number of drivers working for the Bidder, along with the names and driver’s licenses (including number and class) for each driver;

4.1.10. The Bidder storage facility information, including the location, size, and capacity for holding vehicles and the hours of operation for each storage facility owned and operated or used by the Bidder;
4.1.11. The bidder’s prior experience providing services to a city, including the name of the city, the nature of the services provided, and the duration of the contract;

4.1.12. A statement confirming that the Bidder will be able to provide all of the information detailed in Section B of this RFP prior to an award of contract;

4.1.13. A signed statement that the Bidder has not engaged in any collusion.

4.1.14. A signed statement confirming that the Bidder has read and understands the requirements of the general services agreement with the City and this RFP.

4.2. Prior Tow Services Experience

Bidders responding to this RFP should also provide the City with a statement that completely responds to each of the following questions. Assumptions regarding the intention or meaning of a response by evaluators will be avoided so as not to misinterpret answers. While the evaluators appreciate brevity, a thorough answer is preferred. Simply stating that the service provided complies with a particular request is generally not a complete answer.

4.2.1. Has the Bidder ever been sued by a city as a result of services provided to the city? If yes, please provide information about each lawsuit, including the date of the lawsuit, the parties involved, the nature of the dispute and how the dispute was resolved.

4.2.2. Has the Bidder ever been involved in a lawsuit with another party that required the Bidder to render a defense for a city? If yes, please provide information about each lawsuit, including the date of the lawsuit, the parties involved, the nature of the dispute and how the dispute was resolved.

4.2.3. Has the Bidder ever had a city terminate a contract with a city for services to the city prior to the contract’s expiration? If yes, please identify which city was involved and provide information about the nature of the services provided and why the contract was terminated.

4.2.4. How does the Bidder respond to and resolve customer complaints?

4.2.5. How does the Bidder determine its drivers are competent and qualified tow truck drivers? For example, what procedures are used by the Bidder
to hire tow truck drivers?

4.2.6. How does the Bidder maintain and service its tow trucks? For example, what procedures are used by the Bidder to make sure that all of its vehicles are properly serviced and equipped?

4.2.7. How does the Bidder maintain security at each of its storage facilities? Please describe each storage facility, providing information about whether the space is enclosed by a fence or other barrier, whether the space is in a building, how the storage facility is attended to.

Bidders should also provide the City with a list of key contacts for both technical and administrative questions and issues regarding submitted proposals (please include name(s), title(s), phone and facsimile numbers, physical address(es) and e-mail address(es)).

4.3. Mandatory Bidder Qualifications

4.3.1. Bidder Certifications and Qualifications

4.3.1.1. Bids shall provide responses and documentation, as required, which indicate the Bidder has met the Mandatory Bidder Qualifications requirements. Any Bid that does not meet the Mandatory Bidder Qualifications requirements and provide all required documentation shall be considered non-responsive and the bid will be rejected.

4.3.1.2. Written confirmation is required stating that the Bidder shall comply with all of the provisions in this RFP. (NOTE: If the Bid fails to provide said confirmation without exception or qualification, the City, at its sole discretion, may determine the bid to be non-responsive and the bid may be rejected.)