

**REQUEST FOR PROPOSALS
FOR
OFFICIAL POLICE TOW SERVICES**

**City of Glendale
Police Department**

Issuance Date:

October 3, 2024

**CITY OF GLENDALE
POLICE DEPARTMENT**

**REQUEST FOR
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OFFICIAL POLICE TOW SERVICES**

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**CITY OF GLENDALE
POLICE DEPARTMENT
REQUEST FOR PROPOSALS
FOR
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July 31, 2024

1. SCHEDULE

1.1 Below is the anticipated schedule for selecting Proposers and awarding contracts:

<u>Proposal Phase</u>	<u>Date</u>
City issues and advertises Request for Proposals	October 3, 2024
Deadline for submitting written questions, requests for clarification, or letter of objection	October 17, 2024
Pre-proposal meeting	October 24, 2024
Deadline for submitting Proposals	October 31, 2024
Opening of Proposals	November 4, 2024
Site inspections	November 18-20, 2024
Oral interviews	December 2-5, 2024
Staff report containing recommendation to the Chief of Police	December 12, 2024
Chief of Police's report containing recommendation	December 19, 2024
City Council selects successful Proposer(s)	January 14, 2025
Police Department mails Notice of Intent to Award OPTS Contract	January 16, 2025
Deadline for delivering to City signed contract and insurance	February 21, 2025
Contract effective date	August 1, 2025

- 1.2 A representative from the City of Glendale’s Police Department will hold a pre- proposal meeting on **October 24, 2024** from **10:00 a.m. - 11:00 a.m.** at:

Glendale Police Department Community
Room
131 North Isabel Street Glendale, CA 91206

- 1.3 The pre-proposal meeting’s purpose is to answer prospective Proposer’s questions and to provide any additional information about the scope of the work, the Request for Proposals, and the Contract. The Police Department encourages all towing firms interested in submitting a Proposal to attend this meeting.
- 1.4 All questions and answers will be documented and later mailed, at the earliest possible date, to all Proposers attending the conference and any other known, prospective Proposers. Questions that cannot be answered during the conference will be included in the mailing.

2. INTRODUCTION

- 2.1 On behalf of its Police Department, the City of Glendale (“the City”) is inviting written Proposals from qualified, private contractors, who have a minimum of three (3) years of actual operating experience as municipal tow providers, to provide vehicle towing and storage operations as ordered or requested by City’s Police Department or other employees who are authorized by law to remove, impound, or store vehicles, to be known as Official Police Tow Services (“OPTS”).
- 2.2 The City of Glendale requires well-managed and financially sound firms with demonstrated experience and technical ability; qualified and trained personnel; secure and well-maintained facilities; updated and reliable equipment; and high levels of customer service and satisfaction to fulfill the requirements outlined in this Request for Proposals (“RFP”).
- 2.3 The City is seeking three (3) firms to operate independently within three (3) areas of the City. These areas, or “Districts,” which are depicted in the map entitled, “District Map of the Official Police Tow Services of the City of Glendale” attached hereto as Exhibit “E” and set forth on page 5 below.

DISTRICT 1

All of the area consisting of: Northerly boundary:

Verdugo Motorway (fire road); to Southerly

boundary:

The city limit bordering the city of Los Angeles; to Easterly boundary:

The centerline of Brand Boulevard, and as if it were extended northerly to Verdugo Motorway; to

Westerly boundary:

The city limit bordering the city of Burbank.

DISTRICT 2

All of the area consisting of: Northerly

boundary:

The centerline of: Los Flores Motorway (fire road), Sunshine Drive, Colina Drive, and as if Colina Drive were extended easterly to the Verdugo Wash, and southerly along the Verdugo Wash to Mountain Avenue, and as if Mountain Avenue were extended easterly to the city limit bordering the city of Pasadena; to

Southerly boundary:

The city limit bordering the city of Los Angeles; to Easterly boundary:

The city limit bordering the cities of Los Angeles and Pasadena; to Westerly boundary:

The centerline of Brand Boulevard.

DISTRICT 3

All of the area consisting of: Northerly

boundary:

The city limit at Deukmejian Wilderness Park, and the city limit bordering Angeles National Forest; to

Southerly boundary:

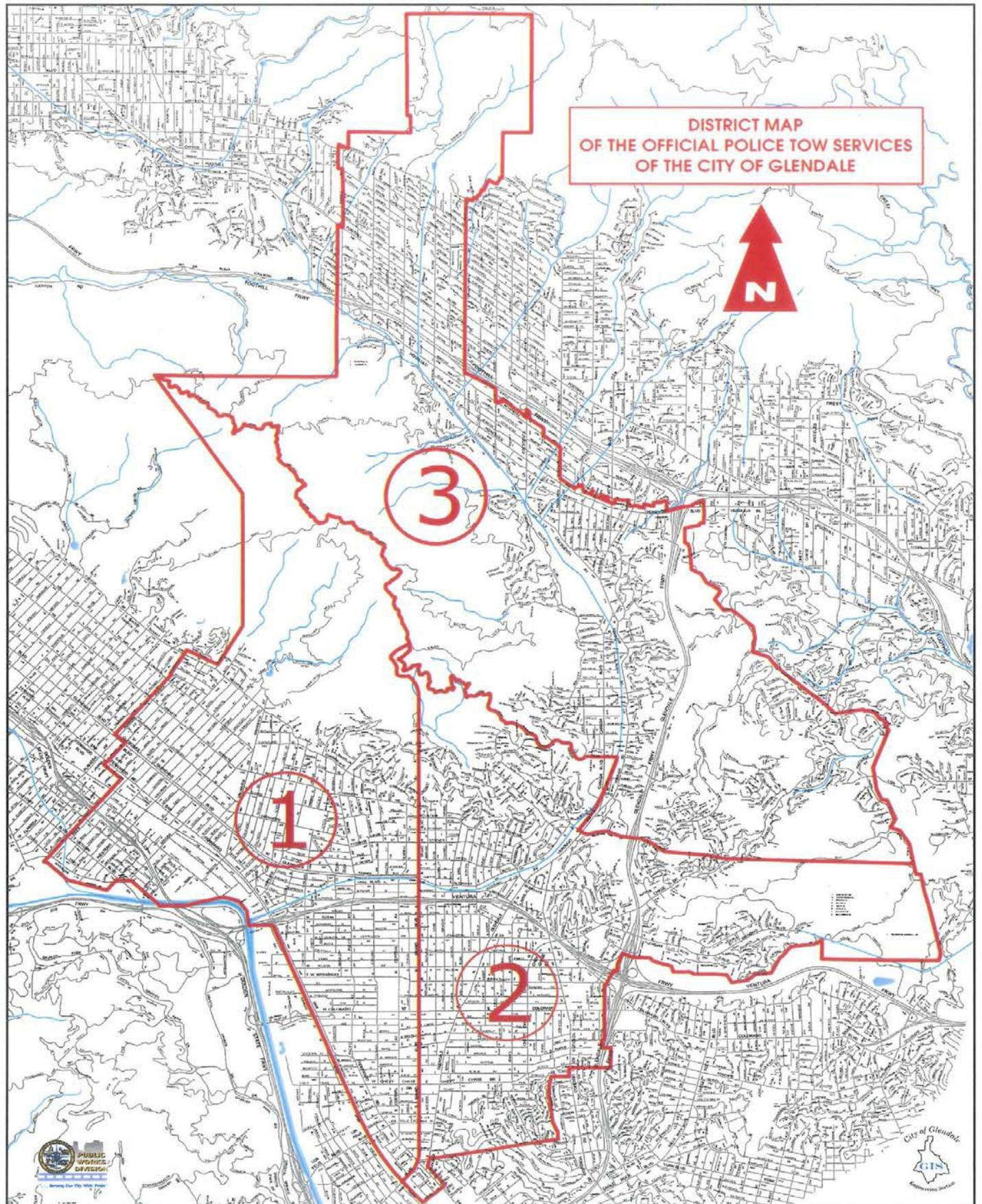
The centerline of: Verdugo Motorway (fire road) to Los Flores Motorway (fire road), Sunshine Drive, Colina Drive, and as if Colina Drive were extended easterly to the Verdugo Wash, and southerly along the Verdugo Wash to Mountain Avenue, and as if Mountain Avenue were extended easterly to the city limit bordering the city of Pasadena; to

Easterly boundary:

The city limit at Deukmejian Wilderness Park, and the city limit bordering: Angeles National Forest, unincorporated La Crescenta, the cities of La Cañada- Flintridge and Pasadena; to

Westerly boundary:

The city limit bordering the city of Los Angeles.



- 2.4 Because some Districts have unique characteristics or locations, a Proposer (also known as “OPTS Provider” in this RFP) should visit and examine the Districts before submitting a Proposal.
- 2.5 While the OPTS Provider provides its work, services, and operations (collectively, “services”) to the City, the City reserves the right to: enlarge, reduce, or otherwise change a District’s boundaries; or increase or decrease the number of Districts; or both.
- 2.6 Although a Proposer may submit a Proposal for more than one District, **THE CITY WILL AWARD ONLY ONE (1) TOWING DISTRICT TO ANY SUCCESSFUL PROPOSER.** A Proposer who submits a Proposal for more than one District must mark the appropriate boxes on page PF:1 of the attached “Proposal Forms” (PF:1 to PF:46).
- 2.7 **Although this RFP provides an overview of the scope of services and the OPTS Provider’s duties, the proposed “Vehicle Towing and Storage Agreement” (“the Contract”) describes in detail the full terms, conditions, requirements, specifications, and minimum performance standards for an OPTS Provider. The City has attached the proposed Contract as Exhibit “A” to this RFP. The City fully incorporates the Contract into this RFP and makes the Contract a part of the RFP. Therefore, before submitting a Proposal, the Proposer must read the proposed Contract. In addition, on page PF:1 of the accompanying Proposal Forms, a Proposer must certify that the Proposer has read, examined, and is fully familiar with not only the RFP, but also the Contract.**

3. BACKGROUND

- 3.1 The City of Glendale is located six miles northeast of downtown Los Angeles in the foothills of the San Gabriel Mountains. With a residential population of approximately 197,000, Glendale is the fourth largest city in Los Angeles County. Glendale prides itself on being a diverse community with many cultures, which contribute to the high quality of life and fiscal stability. Encompassing 30.6 square miles, Glendale’s diverse business community includes retail, service, financial institutions, and the rapidly expanding entertainment industry. Two large regional shopping malls and numerous high-rise office buildings as well as commercial-residential mixed use buildings highlight the downtown area.
- 3.2 Glendale has 368.5 miles of paved roadway and 67.2 miles of arterial highway. Four freeways traverse Glendale, two of which are interstate highways.
- 3.3 Glendale is a full-service city of more than 1,500 employees with 14 major departments, including its own utilities and services (electric, water, sewer, and integrated waste collection), Police, and Fire Departments. The City has a City

Manager form of government, with five elected Council members, in addition to an elected City Clerk and elected City Treasurer. The Council appoints various boards and commissions.

4. SCOPE OF SERVICES; GENERAL DUTIES

4.1 Towing and Storage

- 4.1.1 The OPTS Provider's primary duty will be responding, on a first priority basis, to requests for towing services initiated by the City's police officers and parking enforcement personnel. The OPTS Provider must also respond to towing requests from other City employees who are duly authorized to remove vehicles for storage, or investigation, or both.
- 4.1.2 Typical towing situations will include but will not be limited to: removing illegally parked vehicles, towing inoperative vehicles as a result of traffic accidents and mechanical breakdowns, and impounding vehicles for investigation, evidence, or a violation of the law. The OPTS Provider must provide towing and storage services all hours of a day, every day of the year.
- 4.1.3 The OPTS Provider must maintain adequate personnel, equipment, and facilities at all times to perform the required towing services, within the time frame(s) outlined in the Contract.
- 4.1.4 While the OPTS Provider has custody of vehicles, the OPTS Provider will be responsible for their safekeeping, including their contents, until they have been released to the owner or owner's agent, or disposed of in the manner the law permits.
- 4.1.5 Until the OPTS Provider receives the Police Department's written authorization, the OPTS Provider must not allow access to anyone or release a vehicle to an owner or the owner's agent when the Police Department is:
 - (A) Holding that vehicle for investigation, examination, or evidence, or requesting its special handling or protection (collectively, "police hold vehicles"); or
 - (B) Impounding that vehicle for unpaid parking citations, lack of current registration, or a violation of the law.
- 4.1.6 To prevent damage to police hold vehicles or spoliation of any evidence in or upon those vehicles, such as fingerprints or stains, the OPTS Provider must store police hold vehicles in a secure area protected against the elements, sources of contamination, and entry by unauthorized persons.

The OPTS Provider must make the secure storage area available for periods up to 72 hours.

- 4.1.7 The OPTS Provider's rates, charges, and fees for towing, storing, or performing other services under the Contract must not exceed the rates, charges, and fees set forth in the "Schedule of Rates and Charges for the City of Glendale's Official Police Tow Services," which is attached as Exhibit "B" and is fully incorporated as part of this RFP.

4.2 OPTS Provider's Compensation; City's VTACR Fee

- 4.2.1 Except as the Contract or the law provides, an OPTS Provider will not receive any monetary compensation from the City for providing towing or storage services. The OPTS Provider's compensation will come solely from its collecting towing and storage fees from the vehicle's owner or the owner's agent, as more fully described in the Contract. In place of compensation and in exchange for the Proposer's services, the City will give the selected Proposer the *special privilege* and *exclusive right* of:

- (A) Identifying itself as one of the City's "Official Police Tow Services".
- (B) Operating within a designated District;
- (C) Receiving the Police Department's calls for service; and
- (D) Furnishing the public with non-consensual vehicle towing and storage services.

- 4.2.2 An OPTS Provider must pay the City a fee of \$300.00 for each vehicle that the OPTS Provider tows. The fee, known as the Vehicle Towing Administrative Cost Recovery Fee, or "VTACR Fee," covers the City's actual and reasonable costs for running a towing program on the public's behalf and for administering the OPTS Providers' contracts. Glendale Municipal Code Chapter 10.55 (attached to this RFP as Exhibit "C"), page 97 of the Citywide Fee Schedule for FY 2024-25 (attached to this RFP as Exhibit "D"), more fully describe: the VTACR Fee's payment, the payment due dates, the interest rate for a late or missed payment, record retention requirements for the VTACR Fee's calculation and payment, audit provisions, and the penalty charge for an underpayment. The City fully incorporates these documents into this RFP and makes them a part of the RFP.

Before submitting a Proposal, the Proposer must read the proposed Contract, the Municipal Code, the Schedule of Rates and Charges for Official Police Tow Services last amended April 29, 2024 for more information about the VTACR Fee and its requirements.

Any questions or updates regarding the Citywide Fee Schedule may be directed to the Finance Department at (818) 548-2085.

The Citywide Fee Schedule is also available on the City's website at: <https://www.glendaleca.gov/government/departments/finance/revenue/citywide-fee-schedule>.

4.3 **Facilities**

4.3.1 At its expense, a Proposer must acquire and maintain the following facilities upon which the Proposer will operate its towing and storage business:

4.3.2 Primary Storage Lot and Business Office: An OPTS Provider must operate and maintain a primary storage lot and a business office *on the same site*. The primary storage lot:

(A) Must accommodate:

(1) Police hold vehicles;

(2) Vehicles with an appraised value of four-thousand dollars (\$4,000.00) or more; and

(3) A vehicle's equipment, cargo, or contents with an appraised value of five-hundred dollars (\$500.00) or more; and

(B) Must be at least five thousand (5,000) square feet of accessible and usable space for storing and releasing vehicles covered under the Contract.

4.3.3 Secondary Storage Lot: An OPTS Provider must operate and maintain a separate secondary storage lot which:

(A) Must accommodate:

(1) Vehicles with an appraised value of less than four-thousand dollars (\$4,000.00); and

(2) A vehicle's equipment, cargo, or contents with an appraised value of less than five-hundred dollars (\$500.00); and

(B) Must be at least five thousand (5,000) square feet of accessible and usable space for storing and releasing vehicles covered under

the Contract.

4.3.4 Instead of maintaining a separate 5,000 square foot primary storage lot and a separate 5,000 square foot secondary storage lot, the OPTS Provider may locate and operate the secondary lot on the same site as the primary lot, if:

- (A) The primary lot that has ten thousand (10,000) square feet or more of accessible and usable space for storing and releasing vehicles; and
- (B) The area set aside for the secondary lot conforms to the security requirements and other standards for a primary lot.

4.3.5 Disposal Lot: An OPTS Provider *may* operate and maintain a separate disposal lot for storing discarded and junked vehicles. Alternatively, an OPTS Provider may operate or maintain the disposal lot on the same site as the business office and primary storage lot, or the secondary storage lot.

4.3.6 The OPTS Provider must locate its business office, primary storage lot, secondary storage lot, and disposal lot within:

- (A) The City of Glendale in an **IND, IMU, or IMU-R zone**. Exhibit “E” to this RFP is a map that shows Glendale’s **IND, IMU, and IMU-R** areas. ***This map is illustrative only.*** An official map is on file with the City’s Community Development Department, Planning Division. **Before purchasing or leasing a site to operate a business office, primary storage lot, secondary storage lot, or disposal lot, an OPTS Provider should verify with the Community Development Department whether: (1) the proposed site is within one of the three zones, and (2) a Conditional Use Permit (“CUP”) is a prerequisite;** or
- (B) One half mile outside of the City of Glendale’s incorporated limits.

4.3.7 An OPTS Provider’s business office, storage lots, and disposal lot must:

- (A) Completely meet the Contract’s facilities requirements and specifications; and
- (B) Conform to the requirements of the City’s Municipal Code, Building & Safety Code, and Zoning Code ***when located within Glendale.***

4.3.8 At its expense, an OPTS Provider must:

- (A) Install landscaping and screening (e.g., decorative walls) at its storage and disposal lots, ***when located within Glendale;*** and

(B) Maintain its business office and storage lots in good repair; in a safe, sanitary, neat, and clean condition; and free of weeds, debris, and litter.

4.3.9 An OPTS Provider whose business office, primary or secondary storage lots, or disposal lot, is located in (or borders) a residential or other noise sensitive areas must ensure that its noise is controlled and is kept to a bare minimum, so that telephones, radios, amplified sound systems, tow trucks, vehicles, machinery, equipment, and facility operations:

(A) Are not unreasonably loud, disruptive, or a nuisance; and

(B) Do not unreasonably interfere with the comfort, peace, quiet, or repose of the surrounding areas' inhabitants or businesses.

4.3.10 When a Proposer submits its Proposal, if the Proposer does not have a business office and primary storage lot, or secondary storage lot, or both, as previously described in this RFP, the Proposer, if awarded the Contract, will have one-hundred-eighty (180) calendar days from the date that the Proposer signs and delivers the Contract, within which to obtain the facilities and begin operations there. The Proposer must submit proof, satisfactory to the City, of having obtained the required facilities.

4.3.11 A Proposer's failure to obtain, and begin operations at, the business office and primary storage lot, or secondary storage lot, or both, within the one-hundred-eighty (180) day period will not only automatically disqualify the Proposer under this RFP, but also constitute a default and a material breach of the Contract. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for towing and storage services; or choose not to contract for services.

4.4 **Operating Equipment**

4.4.1 At its expense, a Proposer must have the following equipment that conforms to the California Highway Patrol's Classification ("CHP Class") for the gross vehicle weight rating ("GVWR") of a truck chassis²:

² <u>GVWR (Lbs.)</u>	<u>CHP Class</u>
Minimum 14,000	A
Minimum 33,000	B
Minimum 52,000	C
Minimum 54,000	D

- (A) A minimum of one (1) flatbed car carrier (Class A or Class B);
plus
- (B) A minimum of four (4) light-medium duty tow trucks, consisting of:
 - (1) At least One (1) Light Duty (Class A); *plus*
 - (2) At least One (1) Medium Duty (Class B); *plus*
 - (3) Two (2) additional tow trucks, whether (Class A), or (Class B), or both; *plus*
- (C) At least one (1):
 - (1) Heavy Duty (Class C); or
 - (2) Super Heavy Duty (Class D); *plus*
- (D) Two-way radio communication equipment in all of the above vehicles.

4.4.2 **The OPTS Provider’s tow trucks and flatbed car carrier (collectively, “tow units”) must meet the Contract’s equipment requirements and specifications.**

4.4.3 The tow units must have a manufacturer’s date of:

- (A) January 1, 2005, or later for (Class A) and (Class B); and
- (B) January 1, 2000, or later for (Class C) and (Class D).

4.4.4 When a Proposer submits its Proposal, if the Proposer does not have the minimum number of tow units described in Paragraph 4.4.1, the Proposer, if awarded the Contract, will have one-hundred-eighty (180) calendar days from the date that the Proposer signs and delivers the Contract, within which to obtain, operate, and place the tow units into service. The Proposer must submit proof, satisfactory to the City, of having obtained the required number of tow units.

4.4.5 A Proposer must not use or substitute one or more flatbed car carriers in place of the minimum number of Class A and Class B tow trucks.

4.4.6 If a Proposer does not have the minimum number of Class C tow units, or Class D tow trucks, or both, and if the Proposer has obtained written authorization from the Chief of Police or a designee, the Proposer may use the services of a subcontractor (another company or firm) who has those tow trucks. However, a Proposer must: (1) identify the subcontractor and

its tow trucks which the Proposer intends to use for Heavy Duty/Super Heavy Duty tows, and (2) the subcontractor must agree in writing to accept, perform, and comply with the Contract's terms, conditions, requirements, and minimum performance standards when it provides Heavy Duty/Super Heavy Duty towing service.

- 4.4.7 A Proposer's failure to obtain and place in service the required number of tow units within the one-hundred-eighty (180) day period will not only automatically disqualify the Proposer under this RFP, but may constitute a default and a material breach of the Contract. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for towing and storage services; or choose not to contract for services.
- 4.4.8 All vehicles that contractor operates shall be in compliance with all laws.

4.5 Trained Personnel

- 4.5.1 At its expense, the Proposer must have a sufficient number of properly licensed, trained, and qualified employees to perform the services described in the Contract.
- 4.5.2 When a Proposer submits its Proposal, if the Proposer does not have enough employees, or properly trained and qualified employees, or both, the Proposer, if awarded the Contract, will have one-hundred-eighty (180) calendar days from the date that the Proposer signs and delivers the Contract, within which to hire, train, and place the employees into service. The Proposer must submit proof, satisfactory to the City, of having obtained properly skilled, licensed, and trained personnel.
- 4.5.3 The OPTS Provider must meet the Contract's employee licensing, training, testing, and certification requirements.
- 4.5.4 During the proposal evaluation process, one or more investigators from the Police Department may conduct a thorough background investigation of each employee of a Proposer. The background check may include, but is not limited to: criminal convictions, credit history, and civil liens and judgments. If the City conducts a background check, each employee of a Proposer must submit fingerprints and the Proposer must pay the City's costs of fingerprinting the Proposer's employees, or investigating them, or both. If any employee of the Proposer has one or more of the criminal convictions that are listed in Paragraphs 11.7 and 11.9 of the Contract, or that in the City's opinion may: (1) disqualify the employee from operating a vehicle under California or federal law, (2) impede, hinder, frustrate, delay, or affect the Contract's performance, or (3) increase the City's liability, risk, or exposure, the City will give written notice to the Proposer, advising the Proposer of the employee's ineligibility. Although

the Proposer may retain the disqualified employee, the Proposer must not use or dispatch that employee for a service that the Proposer provides to the City under the RFP and the Contract.

- 4.5.5 A Proposer's failure to obtain and place in service skilled, licensed, eligible, and properly trained personnel within the one-hundred-eighty (180) day period will not only automatically disqualify the Proposer under this RFP, but may constitute a default and a material breach of the Contract. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate directly with any firm for towing and storage services; or choose not to contract for services.

5. ADDITIONAL REQUIREMENTS AND CONDITIONS

In addition to the qualifications described in the prior pages of this RFP, the Proposer must fulfill the following conditions and requirements:

5.1 Evidence of Financial Responsibility

- 5.1.1 As part of the City's evaluation of a Proposal, the City will take into account whether the Proposer has sufficient financial resources to perform the services described in this RFP and the Contract. Each Proposer must attach the following financial information:
- (A) Audited or reviewed financial statements, or compilations, prepared by a Certified Public Accountant, for calendar years 2019, 2020, 2021, 2022, 2023; and
 - (B) A letter of reference from a bank or other financial institution.

5.2 Compliance with Laws; Subletting; Ownership in other Businesses

- 5.1.2 Within one-hundred-eighty (180) calendar days after the Proposer signs and delivers the Contract, the Proposer must submit proof to the Chief of Police or a designee that the Proposer has complied with all applicable Glendale Municipal Codes, including but not limited to Zoning and Building & Safety Codes (e.g., furnish a copy of a City issued conditional use permit(s), variance(s), permit(s), "certificate of use and occupancy", "business registration certificate").
- 5.1.3 The Proposer must comply with all applicable (federal, state, county, and City) laws, rules, regulations, procedures, and orders.
- 5.1.4 The Proposer must comply with all applicable federal and state employment and hiring laws, such as Affirmative Action, Equal Employment Opportunity, and other nondiscriminatory practices. The

City may require the selected Proposer to furnish a copy of its employment and hiring practices and procedures.

- 5.1.5 Except as this RFP and the Contract allows, the Proposer must not use, rent, hire, or employ a subcontractor, or another OPTS Provider, their equipment, their personnel, or their facilities in order to perform the services described in this RFP and the Contract.
- 5.1.6 Unless an OPTS Provider obtains the Chief of Police's or a designee's prior written authorization, the OPTS Provider must not have any ownership or financial interest in another City of Glendale OPTS firm, any automobile dismantling or wrecking yard, automobile body or repair shop, used car business, or any other automobile-related business, other than an automobile towing and storage business.

5.3 **Public Liability and Property Damage Insurance**

5.3.1 At its own expense, an OPTS Provider must obtain, pay for, and maintain during the Contract's term "occurrence" insurance policies, listed below, to fully protect the OPTS Provider and the City from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. Each policy below must add the City of Glendale, and its officers, agents, employees, and representatives (collectively, "its representatives") as **additional insureds**:

- (A) **COMMERCIAL GENERAL LIABILITY**, covering the following exposures:
 - (1) Contractual Liability;
 - (2) Premises and Operations;
 - (3) Broad Form Property Damage;
 - (4) Explosion, Collapse and Underground;
 - (5) Products-Completed Operations;
 - (6) Independent Contractors; and
 - (7) Personal and Advertising Injury; and
- (B) **BUSINESS AUTOMOBILE LIABILITY** for all vehicles, whether rented, leased, hired, scheduled, owned or non-owned, with an endorsement covering the following exposures:

- (1) GARAGEKEEPERS LEGAL LIABILITY, protecting:
 - (a) A vehicle from loss or damage while the vehicle is in the OPTS Provider's care, custody, or control; and
 - (b) A vehicle with collision coverage and "all risks" (comprehensive) coverage;
- (2) ON-HOOK LIABILITY, protecting a vehicle from loss or damage while the OPTS Provider tows or transports the vehicle;
- (3) CARGO LIABILITY, protecting:
 - (a) A vehicle from loss or damage while the OPTS Provider transports the vehicle on a flatbed or other carrier; and
 - (b) A vehicle's contents or cargo from loss or damage while the OPTS Provider tows, transports, or stores the vehicle;
- (4) UNINSURED MOTORIST - BODILY INJURY, protecting a vehicle's owner or operator from bodily injury while as a passenger in the OPTS Provider's tow unit; and
- (5) POLLUTION LIABILITY, protecting against a vehicle's sudden and non-sudden pollution release while the OPTS Provider tows, transports, or stores the vehicle.

5.3.2 An OPTS Provider must maintain the insurance described in Paragraph 5.3.1 in the following amounts:

- (A) COMMERCIAL GENERAL LIABILITY INSURANCE in an amount not less than:
 - (1) \$1,000,000 per occurrence for bodily injury (including accidental death) to any one person;
 - (2) \$1,000,000 per occurrence for personal and advertising injury to any one person;
 - (3) \$1,000,000 per occurrence for property damage; and
 - (4) \$1,000,000 general aggregate limit;

(B) BUSINESS AUTOMOBILE LIABILITY INSURANCE in an amount not less than:

- (1) \$1,000,000 per occurrence for bodily injury (including accidental death) to any one person; and
- (2) \$1,000,000 per occurrence for property damage; or
- (3) \$1,000,000 combined single limit (CSL);

(C) GARAGEKEEPERS LEGAL LIABILITY INSURANCE in an amount not less than \$250,000 for each location from which the OPTS Provider furnishes services under this RFP and the Contract;

(D) ON-HOOK INSURANCE in an amount not less than:

<u>TOW TRUCK OR FLATBED CARRIER:</u>	<u>MINIMUM LIMIT PER VEHICLE:</u>
(1) CLASS A	\$100,000
(2) CLASS B	\$100,000
(3) CLASS C	\$250,000
(4) CLASS D	\$250,000;

(E) CARGO INSURANCE in an amount not less than \$100,000 per vehicle;

(F) UNINSURED MOTORIST - BODILY INJURY INSURANCE in an amount not less than \$60,000 each accident; and

(G) POLLUTION LIABILITY INSURANCE in an amount not less than \$250,000 each occurrence.

5.3.3 With the City’s written approval, an OPTS Provider may obtain “Garage Coverage Form” liability insurance, with a “Broadened Coverage - Garages” endorsement, as a substitute for a Commercial General Liability policy, or a Business Automobile Liability policy, or both, if the “Garage Coverage Form” policy meets or exceeds:

- (A) The coverages and limits described in Paragraphs 5.3.1 and 5.3.2; and
- (B) All other requirements and conditions for insurance described in this RFP and the Contract.

5.3.4 At all times, the insurance company issuing the policy must be an “admitted” insurer in the State of California; must be domiciled within,

and organized under the laws of, a state of the United States; and must carry an A.M. Best & Company minimum rating of “A:VII.”

5.3.5 Despite any conflicting provision in the OPTS Provider’s insurance policy to the contrary:

- (A) The OPTS Provider’s insurance must cover all acts, errors, or omissions of the City and its representatives;
- (B) The OPTS Provider’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent, self-insurance, or any other basis) available to the City, or its representatives, or both, is excess over the OPTS Provider’s insurance;
- (D) The City’s insurance, or self-insurance, or both, is non-contributory;
- (E) The OPTS Provider’s insurance company waives any right of recovery that the company may have against the City, or its representatives, or both;
- (F) The OPTS Provider’s insurance policy applies separately to each insured or additional insured, who is seeking coverage, or against whom a claim is made or a suit is brought, except that the naming of multiple insureds will not increase the insurance company’s limits of liability;
- (G) The OPTS Provider’s insurance policy applies to a claim or a suit brought by an additional insured against a Named Insured or another insured, arising out of bodily injury, personal injury, advertising injury, or property damage;
- (H) The OPTS Provider’s insurance company must give the City written notice at least thirty (30) days in advance of the policy’s cancellation, termination, or reduction of coverage; and
- (I) The City is not liable for a premium payment or another expense under the OPTS Provider’s insurance policy.

5.3.6 With the signed Contract, the OPTS Provider must deliver to the City a “certificate of insurance” **and** an “additional insured endorsement” (collectively, “evidence of liability coverage”), both documents countersigned by the insurance carrier or its authorized representative, on forms satisfactory to the City Attorney or the City’s Risk Manager, which set forth this RFP’s and the Contract’s insurance provisions.

- 5.3.7 The countersigned certificate, along with the additional insured endorsement, must state: “The City of Glendale, and its officers, agents, employees, and representatives are added as additional insureds under the policy(s). This insurance is primary. The City’s insurance or self-insurance is non-contributory. The insurance afforded under the policy(s) applies separately to each insured against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for the policy’s cancellation, termination, or reduction of coverage.”
- 5.3.8 Any deductibles or self-insured retentions are subject to the City’s review and approval. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:
- (A) The amount of any deductible, or self-insured retention, or both;
 - (B) Whether any limit of insurance has been lowered by any pending or paid claim; and
 - (C) The current limit amount, as lowered by the paid or pending claim.
- 5.3.9 While the Contract is in effect, the City may do any one or more of the following:
- (A) Review insurance coverage requirements;
 - (B) Require that the OPTS Provider:
 - (1) Obtain, pay for, and maintain more or less insurance depending on the City’s assessment of any one or more of the following factors:
 - (a) The City’s risk of liability or exposure arising out of, or in any way connected with, the OPTS Provider’s services under the Contract;
 - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the OPTS Provider’s services under the Contracts; or
 - (c) The availability, or affordability, or both, of increased liability insurance coverage;
 - (2) Reduce or eliminate a deductible or self-insured retention as it applies to the City; or

- (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to the City for liability, or costs, or both, that the City incurs during the City's investigation, administration, or defense of a claim or a suit arising out of the Contract.

5.3.10 Twenty-one (21) days before the insurance policy's expiration, cancellation, termination, or non-renewal, the OPTS Provider must deliver to the City evidence of liability coverage as proof that the OPTS Provider's insurance has been renewed or replaced with another insurance policy which, while the Contract is in effect, meets all of the insurance requirements of this RFP and the Contract. At any time, upon the City's request, the OPTS Provider must furnish the City with a complete copy of the OPTS Provider's insurance policy or policies for the City's review and approval.

5.3.11 If the OPTS Provider employs, hires, or uses a subcontractor, whom the City has approved of and authorized in writing, to perform Heavy Duty or Super Heavy Duty towing services under this RFP and the Contract, the OPTS Provider must ensure that the subcontractor:

- (A) Meets, and fully complies with, all of the insurance requirements in this RFP and the Contract;
- (B) Delivers to the City evidence of liability coverage for the City's review and approval; and
- (C) Furnishes the City, at any time upon its request, with a complete copy of the subcontractor's insurance policy or policies for the City's review and approval.

5.3.12 This RFP's and the Contract's insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in the Contract and Section 5.6 of this RFP; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of this RFP's and the Contract's indemnification and defense provisions.

5.4 Workers' Compensation Insurance

5.4.1 For the purpose of workers' compensation liability, the OPTS Provider acknowledges that all persons furnishing services to the City under the Contract are employees solely of the OPTS Provider and not of the City. The OPTS Provider is solely responsible and liable for:

- (A) Furnishing workers' compensation benefits to its personnel, or anyone the OPTS Provider directly or indirectly hires, employs, or uses; and
 - (B) Injuries arising out of, or connected with, the work, services, or operations performed on the OPTS Provider's behalf.
- 5.4.2 At its own expense, the OPTS Provider must obtain, pay for, and maintain for the duration of the Contract, complete workers' compensation insurance, meeting or exceeding the coverages and amounts that California law requires. With the signed Contract, the OPTS Provider must deliver to the City either an insurance certificate or a certificate of consent to self-insure ("evidence of workers' compensation coverage").
- 5.4.3 The OPTS Provider's workers' compensation insurance company must give the City written notice at least thirty (30) days in advance of the policy's expiration, cancellation, or termination, or non-renewal.
- 5.4.4 Twenty-one (21) days before the expiration, cancellation, termination, revocation, or non-renewal of the insurance policy or certificate of consent to self-insure, the OPTS Provider must deliver to the City evidence of workers' compensation coverage as proof that the OPTS Provider is complying with the workers' compensation insurance requirements of this RFP and the Contract. At any time, upon the City's request, the OPTS Provider must furnish the City with a complete copy of the OPTS Provider's insurance policy or policies for the City's review, or approval, or both.
- 5.4.5 The City of Glendale will not be liable to the OPTS Provider's personnel, or anyone the OPTS Provider directly or indirectly hires, employs, or uses, for any claims at law or in equity caused by the OPTS Provider's failure to comply with the workers' compensation insurance requirements of this RFP and the Contract.

5.5 OPTS Provider's Failure to Obtain, Pay For, or Maintain Insurance

- 5.5.1 The OPTS Provider's failure to comply with an insurance provision in this RFP or the Contract constitutes a default and a material breach upon which the City may immediately terminate or suspend the Contract, or invoke another remedy that the Contract or the law allows. If the City terminates or suspends the Contract, the City may use the services of another City of Glendale OPTS, or any other towing and storage firm, without the City's incurring any liability to the defaulting OPTS Provider.

5.5.2 In the interest of maintaining essential public safety services, and at its sole discretion, the City may obtain or renew the OPTS Provider’s insurance, and the City may pay all or part of the premiums. Upon demand, the OPTS Provider must repay and reimburse the City for all sums or monies that the City paid to obtain, renew, or reinstate the OPTS Provider’s insurance. The City may offset the cost of the premium against any sums or monies that the City may owe the OPTS Provider.

5.6 Indemnification

5.6.1 To the fullest extent that the law permits, the OPTS Provider must indemnify, defend, and hold harmless the City and its Police Department — including, each one’s officers, agents, employees, and representatives (individually and collectively, “the City Indemnitee”)— from and against any and all:

- (A) Liability, claims, suits, actions, proceedings (including arbitration, mediation, administrative, regulatory), judgments, liens, injuries, losses, accidents, or damages (collectively, “Liability”), whether the Liability is:
 - (1) In contract or in tort;
 - (2) Imposed by law in the absence of a contract or agreement;
 - (3) Such that the OPTS Provider would have in the absence of a contract or agreement;
 - (4) For bodily injury (including accidental death), personal and advertising injury, or property damage;
 - (5) Actual, alleged, or threatened;
 - (6) False, fraudulent, or groundless; and
- (B) Fees, costs, sums, or expenses of any kind (collectively, “Expenses”) including, but not limited to:
 - (1) Attorneys’ fees;
 - (2) Defense costs, litigation costs, court costs, appeal costs;
 - (3) Arbitration, mediation, administrative, or regulatory proceeding costs;
 - (4) Accountant, expert witness, or another professional’s fees;
 - (5) Pre- or post-judgment or settlement interest;

- (C) Liability, or Expenses, or both, caused by, or arising out of, or in any way related to, or in any way connected with— whether in whole or in part— any one or more of the following:
- (1) The Contract;
 - (2) An act, error, or omission of:
 - (a) The OPTS Provider, its officers, agents, employees, or representatives;
 - (b) A subcontractor, person, firm, or entity whom the OPTS Provider directly or indirectly hires, employs, or uses to provide or perform services— including Heavy Duty or Super Heavy Duty towing— under this RFP and the Contract; or
 - (c) The City Indemnitee (***regardless of whether the City Indemnitee’s act, error, omission, conduct, or misconduct was willful or negligent, either actively, passively, vicariously, or not at all***);
 - (3) The OPTS Provider’s work, services, or operations (whether ongoing or completed) under the Contract;
 - (4) The OPTS Provider’s performance or nonperformance of the Contract;
 - (5) The OPTS Provider’s premises, facilities, personnel, tow units, vehicles, or equipment;
 - (6) The Contract’s conditions and requirements concerning the employment eligibility or ineligibility status of the OPTS Provider’s personnel or a subcontractor’s employees;
 - (7) The OPTS Provider’s paying or withholding, or failing to pay or to withhold, wages, salaries, benefits, Social Security, Medicare, retirement, exactions, entitlements, emoluments, taxes, and any other expenses of any nature whatsoever;
 - (8) The OPTS Provider’s complying, or failing to comply, with a (federal, state, county, or City) law, rule, regulation, procedure, or order;

- (9) The City's enforcing this indemnification and defense provision; and
 - (D) Liability, or Expenses, or both, regardless of whether they may occur, or may be discovered, before or after the Contract's termination, cancellation, or expiration.
- 5.6.2 Under the Contract and this RFP, the OPTS Provider assumes Liability and Expenses arising out of the Contract. Without affecting the City's rights under any provision of the Contract or this RFP, the OPTS Provider will not indemnify, defend, and hold harmless the City Indemnitee, as set forth in Paragraph 5.6.1, for Liability and Expenses attributable to the **sole fault** of the City Indemnitee, if the parties agree in writing, or if a court of competent jurisdiction issues written findings, determining that the City Indemnitee was **solely at fault**. This exception applies only in instances where the City Indemnitee is shown to have been **solely at fault**.
- 5.6.3 However, in instances where the OPTS Provider is solely or partially at fault, or in instances where the City Indemnitee's fault accounts for only a percentage of the liability involved, the OPTS Provider's obligations under the Contract and Section 5.6 of this RFP are all-inclusive and the OPTS Provider must indemnify, defend, and hold harmless the City Indemnitee for all Liability and Expenses, even though a percentage of Liability or fault is attributable to the City Indemnitee's act, error, omission, conduct, or misconduct. ***The OPTS Provider acknowledges that its obligation under the Contract and Section 5.6 of this RFP extends to Liability or fault attributable to the City Indemnitee, if that Liability or fault is less than the sole Liability or sole fault of the City Indemnitee.***
- 5.6.4 Under this Section's indemnification and defense provisions:
- (A) An entry of judgment against the City Indemnitee conclusively establishes:
 - (1) The OPTS Provider's obligation to pay the judgment, or Expenses, or both; and
 - (2) That the amount of the judgment, or Expenses, or both, is correct and reasonable;
 - (B) The OPTS Provider must not condition its obligation to indemnify, defend, or hold harmless the City Indemnitee on:
 - (1) The City Indemnitee's having to first pay an injured party or a judgment; or
 - (2) The extent of insurance available to, or provided by, the

OPTS Provider; and

- (C) Workers' compensation laws do not limit the OPTS Provider's obligation to indemnify, defend, and hold harmless the City Indemnitee. The OPTS Provider expressly waives its statutory immunity under those laws as to the City Indemnitee.

5.6.5 The OPTS Provider must pay, compensate, and reimburse the injured party or parties, and the City Indemnitee:

- (A) As Liability, or Expenses, or both, are incurred;
- (B) Immediately upon any settlement or compromise of Liability, or Expenses, or both; or
- (C) Immediately upon any entry of judgment.

5.6.6 The OPTS Provider must obtain executed indemnity agreements, with provisions identical to those set forth in the Contract and Section 5.6 of this RFP, from a subcontractor, person, firm or entity whom Contractor directly or indirectly hires, employs, or uses to provide or perform services— including Heavy Duty or Super Heavy Duty towing— under this RFP and the Contract. Regardless of whether the OPTS Provider obtains the written indemnity obligation from a subcontractor as this RFP and the Contract require here, the OPTS Provider remains fully liable to the City Indemnitee for all Liability, or Expenses, or both, according to terms under the Contract and Section 5.6 of this RFP.

5.6.7 The OPTS Provider and the City intend not only that the City Indemnitee must be completely protected from and against all Liability and Expenses, but also that each provision in the Contract and Section 5.6 of this RFP must be interpreted and construed under the law to provide the fullest protection possible to the City Indemnitee. Accordingly, the OPTS Provider acknowledges that the City would have neither selected the OPTS Provider from its Proposal, nor entered into the Contract in the absence of the OPTS Provider's commitment to indemnify, defend, and hold harmless the City Indemnitee under the Contract and Section 5.6 of this RFP.

5.6.8 This RFP's and the Contract's indemnification and defense provisions:

- (A) Are separate and independent from the insurance provisions in the Contract and Section 5.3 of this RFP; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of this RFP's and the Contract's insurance provisions.

5.6.9 The OPTS Provider's failure to comply with the indemnity provisions of the Contract and Section 5.6 of this RFP constitutes a default and a material breach upon which the City may immediately terminate or suspend the Contract, or invoke another remedy that the Contract or the law allows.

5.7 Independent Contractor Status

5.7.1 This RFP and the Contract are not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the City and the OPTS Provider. The OPTS Provider understands that in performing its services under the RFP and the Contract, the OPTS Provider is, and will be, an independent contractor. The OPTS Provider acknowledges that the OPTS Provider and its employees, subcontractors, and anyone whom the OPTS Provider directly or indirectly hires, employs, or uses are not employees or agents of the City under any circumstance.

5.7.2 The OPTS Provider has, and will retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom the OPTS Provider uses in performing the services under the Contract. The OPTS Provider must provide the required services in its own manner and method, except as this RFP and the Contract specify. The OPTS Provider must treat any provision in this RFP or the Contract that may appear either to give the City the right to direct the OPTS Provider as to the details of doing the work, or to exercise a measure of control over the work, as giving the OPTS Provider direction only as to the work's end result.

5.7.3 The OPTS Provider will have sole responsibility for:

- (A) Paying its personnel's salaries, disability, unemployment, workers' compensation, and any other expenses or benefits connected with this Agreement; and
- (B) Making all necessary payroll deductions for insurance, Social Security, Medicare, income taxes, and other applicable withholdings or taxes.

5.7.4 The OPTS Provider and its employees, agents, subcontractors, and anyone whom the OPTS Provider directly or indirectly hires, employs, or uses are not entitled to receive from City any benefits or rights that City affords to its employees, including, but not limited to: overtime, compensation time, sick leave, vacation leave, or holiday pay; California Public Employees Retirement System benefits, Social Security, or retirement savings; Medicare or insurance, including health, life, dental, long or short term disability, or workers' compensation.

6. INTERPRETATION OR CORRECTION OF RFP

- 6.1 Before submitting its Proposal, the Proposer must carefully study and compare the components of this RFP and the Contract, must examine the areas comprising the tow District, and must observe the conditions under which the Proposer will perform the services.
- 6.2 If the Proposer has any question about this RFP, the Contract, or the scope of work, or if the Proposer finds any error, inconsistency, or ambiguity in the RFP, or the Contract, or both, the Proposer must make a written “Request for Clarification” before submitting its Proposal. The Proposer must submit a Request for Clarification to:

Glendale Police Department Traffic Bureau
ATTN: Lieutenant Tigran Topadzhikyan and
Ann Maurer, Chief Assistant City Attorney
131 North Isabel Street
Glendale, CA 91206-4382
topadzhikyan@glendaleca.gov and amaurer@glendaleca.gov

- 6.3 The City must receive written inquiries ***on or before 4:00 p.m., October 16, 2024***. The Request for Clarification may be mailed, hand delivered, or delivered by courier or package delivery service. A firm mailing its Request for Clarification should allow sufficient delivery time to ensure that the City receives it on time.
- 6.4 If necessary, the City will make clarifications, interpretations, corrections, or changes to the RFP, or the Contract, or both, in writing by issuing Addenda, as described in Section 7 of this RFP. A Proposer must not rely upon, and the City is not bound by, purported clarifications, interpretations, corrections, or changes to the RFP and the Contract, that are made verbally or in a manner other than a written advisory from the City.

7. ADDENDA

- 7.1 The City will issue Addenda in writing only. The City will make reasonable efforts to deliver Addenda to all Proposers whom the City knows have received a complete set of the RFP and have provided a street address for receipt of Addenda. The City cannot guarantee that all Proposers will receive all Addenda.
- 7.2 Proposers may also inspect the Addenda at the Glendale Police Department’s Traffic Bureau, during its business hours, Monday - Friday, 7:00 a.m. - 4:00 p.m. This RFP is also on file there.
- 7.3 At any time before the “Proposal Deadline” (Paragraph 10.2.1 of this RFP), the City may issue Addenda withdrawing the RFP or postponing the Proposal Deadline. However, if any Addenda results in a material change to this RFP,

or the Contract, or both, the City will extend the Proposal Deadline by not less than seventy-two (72) hours.

8. USING THE ATTACHED PROPOSAL FORMS

- 8.1 “Proposal Forms” (PF:1 to PF:46) are attached to this RFP. A Proposer who is applying for more than one District must mark the appropriate boxes on PF:1. PF:1 must be included with all Proposals. The Proposer must fill in the blanks on the Proposal Forms using Word or a PDF form filler.
- 8.2 The Proposer must respond to the Proposal Forms’ questions with all applicable information, in order for the City to consider the Proposal as “responsive.” If a Proposer fails to provide the information that the form requires, fails to return all of the forms/required documents, or fails to submit the required attachments, the City may treat the Proposal as “non-responsive.
- 8.3 The Proposer must place initials next to all interlineations, alterations, and erasures on the Proposal Forms/Responsive Proposal.
- 8.4 The Proposer must not modify or qualify the Proposal Form in any manner. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection.
- 8.5 With the Proposal, each Proposer must submit the following attachments:
 - 8.5.1 Photographs of the business office, customer waiting area, storage area for police hold vehicles, primary and secondary storage lots, and disposal lots (See: PF:19);
 - 8.5.2 Photographs of tow trucks and flatbed carriers (See: PF:20 - PF:21);
 - 8.5.3 Employees’ resumes (See: PF:22 - PF:26);
 - 8.5.4 Audited or reviewed financial statements, or compilations (See: PF:29);
 - 8.5.5 Bank’s reference letter (See: PF:29); and
 - 8.5.6 Insurance certificate (See: PF:40).
- 8.6 Using the supplied Proposal Forms (PF:1 to PF:4), the Proposer must certify that:
 - 8.6.1 Proposer has read, examined, and is fully familiar with all of: (1) the RFP’s provisions, (2) the Contract’s terms, conditions, requirements, specifications, and minimum performance standards, and (3) any Addenda issued during the proposal period (collectively, “the Documents”);

- 8.6.2 Proposer has carefully checked all words, figures, and statements made in the Documents;
- 8.6.3 Proposer is satisfied that the Documents are accurate;
- 8.6.4 Proposer understands and accepts all of the Documents' provisions;
- 8.6.5 Proposer has examined the area comprising the tow District for which the Proposal is submitted, and Proposer is fully familiar with all conditions and matters that may affect, in any way, Proposer's services or costs;
- 8.6.6 Proposer has fully considered all other matters that may affect, in any way, Proposer's services or costs;
- 8.6.7 Proposer offers to fully perform all of the duties and obligations specified in the Documents in exchange for the consideration described in the Documents;
- 8.6.8 The Proposal is an irrevocable offer for a period of at least one-hundred-fifty (150) calendar days following City's opening of all Proposals;
- 8.6.9 Except as the Contract or California law allows, City is not liable or responsible for any costs, fees, or expenses that Proposer incurs for any one or more of the following: (1) responding to the RFP, (2) anticipating or preparing for an award of a tow District, (3) obtaining any equipment, personnel, facilities, or other items to comply with the Documents' provisions, or (4) performing the services under the Contract;
- 8.6.10 Within fourteen (14) calendar days after City issues the Notice of Intent to Award OPTS Contract, or within any extension that City may allow, Proposer agrees to: (1) sign and deliver the Contract, of which the RFP, its attached Exhibits, and the Notice calling for Proposals are a part, and (2) furnish the insurance that the Documents require;
- 8.6.11 At its expense, Proposer agrees to indemnify, defend, and hold harmless the City and its Police Department— including, each one's officers, agents, employees, and representatives— from and against any and all liability, suits, actions, proceedings, judgments, claims, demands, liens, losses, damages, costs, and expenses (including attorneys' fees, litigation, arbitration, mediation, appeal expenses) if a dispute, lawsuit, or other proceeding arises out of any one or more of the following: (1) Proposer's submitting the Proposal, (2) City's accepting Proposer's Proposal, or (3) City's awarding a contract to Proposer in compliance with this RFP, or state, federal, or local laws.

- 8.7 The Proposer must certify *under the penalty of perjury* that:
- 8.7.1 Proposer's Proposal is genuine, is not a sham or collusive, and is not made in the interest of, or on behalf of, any person, partnership, corporation, firm, organization, or another entity not named or disclosed in the Proposal;
 - 8.7.2 Proposer did not, directly or indirectly, induce, agree, or solicit anyone else to submit a false or sham Proposal, to refrain from proposing, to withdraw a Proposal, or to attempt to induce an action prejudicial to City's interests;
 - 8.7.3 Proposer has not sought by collusion, in any manner, to secure for Proposer any advantage over other proposers; and
 - 8.7.4 All facts and statements in the Proposal are completely true, accurate, and correct.
- 8.8 The City will not consider any Proposal that a Proposer submits without the certification. If the City's review and investigation of a Proposal during the RFP evaluation period, *or any time afterwards*, reveals that any information, fact, or statement in the Proposal is incomplete, incorrect, false, inaccurate, misleading, or fraudulent, the Proposer may be disqualified from consideration for any contract award, and the City reserves the right to cancel and rescind, at any time, the Contract awarded to the successful Proposer.
- 8.9 The person or persons legally authorized to bind the Proposer to the RFP must sign the Proposal in ink. The individuals signing the Proposal must represent that they are authorized to bind the Proposer's legal entity.
- 8.9.1 A corporation must execute the Proposal by its duly authorized officer(s) in accordance with its corporate bylaws.
 - 8.9.2 A partnership must execute the Proposal by all of its partners. After each signature, each partner must list a residential address or the firm's address, either of which must include the state, zip code, and telephone number.
 - 8.9.3 If the Proposer is a joint venture consisting of a combination of any of the above entities, each entity in the joint venture must sign the Proposal. An individual signing a Proposal as an agent of another or others must attach to the Proposal evidence of that person's legal authority to sign on behalf of another or others.

9. SUBMISSION OF PROPOSALS

9.1 Submittals

- 9.1.1 A Proposer must submit one (1) Proposal, via email or delivered on a flash drive.
- 9.1.2 A Proposer must indicate the following information when submitting a proposal:

**“PROPOSAL FOR OFFICIAL POLICE TOW SERVICES,
FOR DISTRICT(S) _____”** (In the blank, identify the applicable District or Districts, by number: 1 2 3.)

- 9.1.3 Proposals must be emailed or delivered in a manner to ensure they are received by the deadline to:

Glendale Police Department Traffic
Bureau ATTN: Lieutenant Tigran
Topadzhikyan
ttopadzhikyan@glendaleca.gov
131 North Isabel
Street Glendale, CA
91206-4382

9.2 Proposal Deadline

- 9.1.4 The City must receive a Proposal at the above address ***no later than October 31, 2024 at 4:00 p.m.*** (“the Proposal Deadline”). A firm mailing its Proposal should allow sufficient delivery time to ensure that the City receives the Proposal by the Proposal Deadline. The Proposer alone is responsible for delivering its Proposal on time.
- 9.1.5 ***The City will not accept late Proposals.*** The City will return, unopened, any Proposal received after ***the exact time*** of the Proposal Deadline.
- 9.1.6 Oral, telephonic, facsimile, telegraphic, or electronically transmitted Proposals are invalid and the City will not accept or consider them.

10. DISPOSITION OF PROPOSALS

- 10.1 All Proposals submitted in response to this RFP become the property of the City of Glendale, and the City will retain or discard them, as the law allows.

- 10.2 The Proposer must identify on the accompanying Proposal Forms (PF:44) all copyrighted material, trade secrets, or other proprietary information (“protectable documents”) that the Proposer included in its Proposal which Proposer believes should be exempt from disclosure under California’s Public Records Act, Government Code Section 7923.000, *et seq.*
- 10.3 By listing the documents, the Proposer agrees to indemnify, defend, and hold harmless the City and its Police Department— including, each one’s officers, agents, employees, and representatives— from and against any action, claim, lawsuit, or proceeding, including costs and expenses, arising out of or connected with the City’s refusal to disclose the protectable documents to any party making a request for those items.
- 10.4 The City will treat any Proposer, who fails to identify on PF:44 protectable documents that the Proposer believes should be exempt from disclosure, as having waived its right to an exemption from disclosure, as the Public Records Act provides.

11. COMMUNICATION WITH, AND GIFTS OR GRATUITIES TO, THE CITY AND OTHERS PROHIBITED

- 11.1 After the Proposal Deadline, and continuing until the City awards the last contract, if any:
 - 11.1.1 Glendale City Council members and City employees involved in the RFP process will not hold any meetings, conferences, or discussions with any Proposer, except as this RFP allows; and
 - 11.1.2 A Proposer must not communicate, in any manner, with the individuals listed in Paragraph 12.1.1, unless authorized by the City. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting. In addition, Proposers may write to the City Council as a whole once the staff recommendations are made in anticipation of a public meeting.
- 11.2 From the date of the report to Council recommending the initiation of a competitive process for Official Police Tow Services, to the date on which the City awards the last contract, if any, a Proposer must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the individuals listed in Paragraph 12.1.1, for the purpose of, or which has the effect of:
 - 11.2.1 Securing or establishing an advantage over other Proposers;
 - 11.2.2 Securing or recommending the selection of the Proposer’s Proposal; or
 - 11.2.3 Securing or recommending the Contract’s award to the Proposer.

- 11.3 Violations of Paragraphs 12.1.2, or Paragraph 12.2, or both, will constitute grounds for rejection.

12. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF A PROPOSAL

- 12.1 **Before** the Proposal Deadline, a Proposer may withdraw and then modify a Proposal, by giving written notice, signed by the Proposer. A withdrawal request must be addressed as follows and delivered to:

Glendale Police Department Traffic
Bureau ATTN: Lieutenant Tigran
Topadzhikyan
ttopadzhikyan@glendaleca.gov
131 North Isabel Street
Glendale, CA 91206-4382

- 12.2 For a withdrawal to become effective, the Traffic Bureau must **receive** the Proposer's request for withdrawal before the Proposal Deadline. The City will not accept or consider a Proposer's verbal request for modification or withdrawal of a Proposal.
- 12.3 If a Proposer withdraws its Proposal, the withdrawal will not prejudice the Proposer's right to submit a new Proposal, if the new Proposal is submitted: (1) in accordance with the RFP's requirements, and (2) before the Proposal Deadline.
- 12.4 **After** the Proposal Deadline, a Proposer must not withdraw, cancel, or modify its Proposal for a period of at least one-hundred-fifty (150) calendar days following the Proposals' opening on **October __ **, 2024** subject to the exception in Paragraph 13.5. The City may extend the 150 day period upon the City's written request and upon the affected Proposers' written approval.
- 12.5 The City may allow a Proposer to withdraw or cancel a Proposal **after the opening of the Proposals**, if the Proposer establishes, to the City's satisfaction, that all of the following circumstances exist:
- 12.5.1 The Proposer made a mistake in its Proposal;
- 12.5.2 Within five (5) days after the Proposal's opening, the City receives from the Proposer written notice of the mistake and the notice specifies in detail how the mistake occurred;
- 12.5.3 The mistake made the Proposal materially different from what the Proposer had intended it to be; and
- 12.5.4 The mistake was made in filling out the Proposal and was not due to

error in judgment, carelessness in inspecting the tow service area (District), or carelessness in reading the RFP or the Contract.

13. OPENING OF PROPOSALS

13.1 On *October __ #, 2024*, the City will open all Proposals that were submitted in accordance with Paragraph 10.1.2, and that were received on or before the Proposal Deadline. The City will maintain a “Register of Proposals” that lists the Proposer’s name, the date, and the time that the City had received the Proposal. The Register of Proposals will be open to public inspection after the City has awarded all Contracts.

14. INITIAL REVIEW OF PROPOSALS; SELECTION PROCESS AND CRITERIA

14.1 **Overview**

The City will follow the four (4) steps described below for evaluating each Proposal and selecting an OPTS Provider:

14.1.1 First, designated personnel from the Police Department will determine whether a Proposal is “responsive” to the RFP, by:

- (A) Verifying the Proposal’s compliance with the RFP’s terms and conditions, and
- (B) Examining the Proposal for completeness of information and attachments.

14.1.2 Second, staff, as designated by the Police Chief, will determine whether the Proposer, who has submitted a responsive Proposal, is “responsible,” by:

- (A) Reviewing background checks on the candidates under consideration;
- (B) Visiting and inspecting the towing and storage facilities of the candidates under consideration;
- (C) Interviewing up to three (3) candidates, if any, per District; and
- (D) Listening to the candidates’ oral presentation.

- 14.1.3 Third, for each District, the designated staff will deliver written recommendations, if any, to the Chief of Police for his consideration.
- 14.1.4 Fourth, the Chief of Police will make recommendations regarding the most qualified Proposers to the City Council. The City Council will award the OPTS contracts.

14.2 Responsive Proposal

- 14.2.1 The designated Police Department personnel will evaluate each Proposal to determine whether it is “responsive.” The term “responsive” means that the Proposal has been prepared and submitted in accordance with the RFP’s requirements. In other words, the Proposer has:
 - (A) Properly completed and signed the Proposal (PF:1 to PF:4);.
 - (B) Properly completed the “Proposer’s Qualifications Statement” forms (PF:10 to PF:46); and
 - (C) Submitted the documents and attachments that the Proposal Forms (PF:1 to PF:46) and this RFP require.
- 14.2.2 The City may reject any Proposal that is not accompanied by any item that the Proposal Forms (PF:1 to PF:46) and this RFP require, or that is in any other way incomplete or irregular.
- 14.2.3 Unauthorized conditions, limitations, or provisions included in, or attached to, the Proposal, or an incomplete submittal, may render the Proposal “non-responsive” and may cause its rejection.
- 14.2.4 Process
 - (A) The designated Police Department personnel will simultaneously open the sealed Proposals. They will then review each Proposal for completeness, clarity of content, and adherence to the RFP’s requirements.
 - (B) The Support Services Captain or acting Captain will then forward all “responsive” RFP’s to staff designated by the Chief of Police.

14.3 Responsible Proposer

- 14.3.1 The staff designated by the Police Chief will review the Proposals and determine the “responsible” Proposer for each tow District.

The term “responsible” means that the Proposer is able to demonstrate that it possesses:

- (A) The capacity, in terms of financial strength, resources available, and experience, to perform the services described in the RFP and the Contract; and
- (B) The integrity and trustworthiness to perform and complete the services that RFP and the Contract require.

14.3.2 In determining whether a Proposer is “responsible,” the designated staff may consider any one or more of the following factors in relation to the services that the Proposer will perform under this RFP and the Contract:

- (A) Demonstrated financial strength including, but not limited to, the Proposer’s:
 - (1) Current facilities, equipment, and personnel;
 - (2) Capability of securing financing for facilities, equipment, personnel, or other resources;
 - (3) Credit worthiness;
- (B) Quality of the Proposer’s existing or proposed facilities, equipment, and personnel;
- (C) Demonstrated and successful completion of services of similar scope and size, including, but not limited to:
 - (1) Years of experience that the Proposer has as an OPTS Provider or a municipal tow service provider;
 - (2) Timeliness of performance;
 - (3) Customer satisfaction or complaints;
 - (4) Other cities’ and clients’ evaluations of the Proposer’s prior or current services;
- (D) Demonstrated safety record for the Proposer’s tow vehicles and employees; or
- (E) Degree to which the Proposer has taken into account the Glendale community’s needs and priorities.

14.3.3 The designated staff may consider any one or more of the following factors as indicia that the Proposer is not “responsible,” thereby disqualifying the Proposer:

- (A) Evidence of collusion between the Proposer and other Proposers;
- (B) The Proposer’s having falsified, misrepresented, or withheld any information that the RFP or the Contract requires the Proposer to disclose;
- (C) The Proposer’s having given prior poor or unsatisfactory service to the City or other government clients;
- (D) The Proposer’s or its employees’ having performed work or services without a required license, permit, or certification;
- (E) The Proposer’s or its employees’ having disregarded laws, rules, regulations, procedures, orders, and directives;
- (F) The Proposer’s lack of competency as revealed by: financial statements, experience, equipment, facilities, training, personnel; or customer complaints, claims, or lawsuits;
- (G) The Proposer’s having a history of vehicular accidents, property damage, or thefts occurring while the Proposer has operated its towing and storage business;
- (H) The Proposer’s having been convicted of a crime related to the bidding, the awarding, or the performance of a government contract;
- (I) The Proposer’s having claims or litigation concerning contracts, bids, or projects; or the Proposer’s having been terminated or disqualified from contracts, bids, or projects;
- (J) The Proposer’s having failed to fulfill or perform the terms of a contract, or having defaulted on a contract, within the past five (5) years; or
- (K) The Proposer’s having failed to meet a contract’s required and agreed-upon schedules or deadlines.

14.3.4 The designated staff will determine whether a Proposer is responsible based upon:

- (A) The information that the Proposer submits, as contained in the “Proposer’s Qualification Statement” (PF:10 to PF:46) and its

attachments;

- (B) A background check (described on the next page);
- (C) A site inspection;
- (D) The Proposer’s interview and oral presentation; and
- (E) Other documents or other sources of information provided or obtained as part of the review process.

14.3.5 The designated staff may require a Proposer to clarify its Proposal or provide additional information, verbally or in writing, as staff deems necessary, to assist in evaluating the Proposals and to ensure that the selected Proposer will perform the services under this RFP and the Contract.

14.3.6 Process

- (A) The staff designated by the Police Chief will score each Proposal, using the following categories and points:

<u>Category</u>	<u>Points</u>
(1) Service Requirements	25
(2) Qualifications of Personnel & Management	20
(3) Facility & Equipment Requirements	25
(4) Prior Experience	15
(5) References	5
(6) Financial Viability	10
(7) MAXIMUM TOTAL POINTS:	100

- (B) If a Proposer has submitted a Proposal that covers more than one District, the designated staff will assign a separate and independent score for each District. A score assigned to one District will not be combined or averaged with a score given to another District.
- (C) For each District, the designated staff will rank each Proposal in descending order based on the highest numbers of points given to each Proposal. The designated staff will create, for its own purposes, an “initial short list” of up to three (3) Proposers, per District, who will be placed in descending order, based on their score.
- (D) On behalf of the designated staff, one or more investigators from the Police Department will perform a “background check” on the selected Proposers who are on the designated

staff's "initial short list," to ensure that the potential Proposer not only has the required financial and other resources to provide dependable towing and storage services for the City, but also will provide the highest levels of customer service. The background check may include, but is not limited to:

- (1) Interviewing municipal clients and others about their past or present experiences with the Proposer as a towing and storage firm;
 - (2) Contacting the bank that prepared the Proposer's reference letter;
 - (3) Obtaining criminal history;
 - (4) Searching bankruptcy, liens, and civil judgment records; and
 - (5) Investigating or verifying any other information that the designated staff believes is relevant to selecting an OPTS Provider under the RFP.
- (E) Based on the background check, if the designated staff determines that the candidate is not a responsible Proposer, the designated staff will select as a replacement the next highest scoring Proposer who applied for that District. Any Proposer whom the designated staff selects as a replacement will be subject to the same background check. The designated staff will then prepare a "final short list" of candidates.
- (F) For each district, the designated staff will invite up to three (3) Proposers on the "final short list" for an interview and oral presentation. Before the interviews occur, the designated staff will inspect the towing and storage facilities, equipment, and personnel of every Proposer who is on the "final short list."
- (G) During the interviews, the designated staff must not communicate the initial scores to the participating Proposers. The oral interview will consist of standard questions asked of all Proposers, and specific questions regarding the Proposer's Proposal or the Proposer's ability to provide the facilities, equipment, personnel, and services that the City requires. In addition, the Proposer must give the designated staff an oral presentation, not to exceed thirty (30) minutes, on how it will *achieve* and *ensure* throughout the Contract's duration:

- (1) Expeditious, reliable towing;
 - (2) Secure, dependable storage;
 - (3) Quality service; and
 - (4) Utmost customer satisfaction for the City and the public.
- (H) The designated staff may then re-score the Proposal based on the site inspection, the interview, the oral presentation, or on any combination of these factors.
- (I) After the designated staff reaches a consensus as to the responsible Proposers whom they believe can provide the best service to a particular District, they will deliver their written recommendation to the Chief of Police for his consideration.
- (J) The Chief of Police will prepare a report to the City Council for its deliberation and its decision on awarding the OPTS contracts.

15. AWARD OF CONTRACT

- 15.1 If the City Council selects Proposals, the City will give the selected Proposers a “Notice of Intent to Award OPTS Contract” that will specify the “start date” for performing the Contract’s services.
- 15.2 The RFP, or any part of it, and the Proposer’s responses, will be incorporated into and made a part of the Contract. The City reserves the right to further negotiate the terms and conditions of the Contract. The Proposer whom the City Council selects for a tow District must cooperate with the City in good faith to negotiate, sign, and deliver the final Contract. The City will draft the Contract and may require the selected Proposer to attend one or more Contract negotiation conferences to discuss possible:
- 15.2.1 Revisions to the Contract’s service-related terms, conditions, requirements, specifications, or minimum performance standards, other than the insurance and the indemnity provisions; and
 - 15.2.2 Additions to the Contract, by the parties’ mutual agreement, or as a City Ordinance or Resolution, the City’s Charter or Municipal Code, or any other law may require.
- 15.3 At any time, and for any reason, if contract negotiations with the selected Proposer fail to progress, to the City’s reasonable satisfaction, the City reserves the right to end negotiations with the selected Proposer.. At its discretion, the City may then: reopen the proposal process; choose from among the remaining, if any, qualified proposers; reissue the RFP; negotiate

directly with any firm for towing and storage services; or choose not to contract for services.

- 15.4 The services described in this RFP and in the Contract are for a period of three (3) years, and the City will have a one (1) time option to renew the OPTS Provider's services for a period of two (2) years. Exercise of the one-time renewal option is at the Chief of Police's sole discretion and requires the City Manager's written approval.
- 15.5 Within 45 calendar days after the City issues the Notice of Intent to Award OPTS Contract, or within any extension that the City may allow, the selected Proposer must submit to the City all of the following items:
 - 15.5.1 Two (2) originals of the Contract, properly signed by the Proposer.
 - 15.5.2 Insurance certificates and additional insured endorsements that fully conform to the Contract's requirements.
- 15.6 After the City receives the signed Contracts and insurance documents, the City Attorney's office will review the Contract. Additionally, the City Attorney's office or the City's Risk Manager will review the required insurance. If the selected Proposer has not changed any terms of the Contract, and if the insurance conforms to the Contract's requirements, the City will sign the Contract and return an original of the Contract to the Proposer.

16. CITY'S RESERVATION OF RIGHTS

- 16.1 This RFP and the proposal evaluation process do not:
 - 16.1.1 Obligate the City to accept any Proposal; and
 - 16.1.2 Constitute an agreement by the City that it will actually enter into any contract with any Proposer.
- 16.2 When it best serves the City's interests, the City may do any one or more of the following:
 - 16.2.1 Reject any Proposal or all Proposals;
 - 16.2.2 Extend the deadline for accepting Proposals;
 - 16.2.3 Waive any or all information, defects, irregularities, or informalities in a Proposal;
 - 16.2.4 Accept amendments to Proposals after the Proposal Deadline;
 - 16.2.5 Amend, revise, or change the RFP's evaluation or selection criteria;

16.2.6 Cancel, withdraw, amend, revise, change, or negotiate the terms of this RFP, the Contract, or both;

16.2.7 Reissue a Request for Proposals;

16.2.8 Negotiate directly with any Proposer; or

16.2.9 Provide its own vehicle towing and storage services, or contract directly, without an RRP or bids, for those services.

17. LETTER OF OBJECTION; PROCEDURES

17.1 A Proposer, who believes that any part of this RFP is discriminatory against the Proposer or precludes the Proposer from being given reasonable consideration in the procurement process, must submit a letter, clearly stating the specific objections, the areas of concern, and a proposed method for resolving the objections. The Proposer, or the person who is duly authorized to represent the Proposer, must sign the correspondence. The City must receive the letter of objection ***on or before 4:00 p.m., August 16, 2024***. The City will not consider any verbal objection. The letter of objection must be addressed as follows and delivered to:

Glendale Police Department Traffic Bureau ATTN:
Lieutenant Tigran Topadzhikyan
131 North Isabel Street
Glendale, CA 91206-4382

17.2 Upon the City's timely receipt of the objection letter, the City will review the Proposer's contention(s). If the City decides that the RFP, whether in whole or in part, needs revision, the City will prepare Addenda, as described in Section 7 of this RFP.

18. HOLIDAY, WEEKEND, CITY CLOSED - EXTENSION TO NEXT BUSINESS DAY

18.1 If the last day for performing an act under this RFP falls on a weekend, a legal holiday listed in either Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next business day.

19. CAMPAIGN CONTRIBUTIONS

19.1 (A) A Proposer and its subcontractors shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on the Proposer's and its subcontractors' ability to make campaign contributions to certain elected City officials or candidates for elected

City office. Specifically, Section 1.10.060 prohibits:

- (1) A Proposer who is awarded a contract with the City of Glendale or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more, in a fiscal year (July 1 – June 30) of City; and
 - (2) A City Council member or Housing Authority member from voting on a contract in which a Proposer (or its subcontractor) has provided a campaign contribution.
- (B) Proposer acknowledges that even if Proposer’s contract for labor, materials, or both, is less than \$50,000, Proposer still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:
- (1) Proposer and the City add additional work, services, or materials to the contract which increases the contract’s maximum cost to equal or exceed \$50,000 in a fiscal year (July 1 – June 30) of City; or
 - (2) City or the Housing Authority awards Proposer another contract which has a total anticipated or actual value of \$50,000 or more— or awards Proposer a combination or series of contracts which have a value of \$50,000 or more— in a fiscal year (July 1 – June 30) of City.
- (C) In submitting a Proposal, Proposer represents and certifies that:
- (1) Proposer has read and fully understands the provisions of Municipal Code Section 1.10.060;
 - (2) Proposer will not: (a) make a prohibited campaign contribution to an individual holding City elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
 - (3) Proposer shall timely complete, return, and update one or more disclosure or reporting forms that City provides.