

Solicitation 9C360001

Evidence Impound Tow and Storage Services

State of California

Bid 9C360001

Evidence Impound Tow and Storage Services

Bid Number 9C360001
Bid Title Evidence Impound Tow and Storage Services

Bid Start Date Feb 26, 2010 3:38:36 PM PST
Bid End Date Mar 12, 2010 10:00:00 AM PST

Bid Contact Bobby Contreras
AGPA
bcontreras@chp.ca.gov

Standard Disclaimer The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

The Department of California Highway Patrol (CHP) is seeking bids to provide evidence impound tow and storage services to CHP Santa Rosa Area office. The CHP anticipates the term of this Agreement to be for two (2) years. Attached are documents containing specifications and requirements for compliance with state contracting procedures.

If you are interested in providing this service, please download the bid package and submit your proposal as instructed within.

State of California—Business, Transportation and Housing Agency**ARNOLD SCHWARZENEGGER, Governor****DEPARTMENT OF CALIFORNIA HIGHWAY PATROL****Business Services Section****Contract Services Unit****P.O. Box 942898****Sacramento, CA 94298-0001****916-375-2965****(800) 735-2929 (TT/TDD)****(800) 735-2922 (Voice)**

February 26, 2010

INVITATION FOR BID (IFB) #9C360001**Notice to Prospective Bidders**

The Department of California Highway Patrol (CHP) is seeking bids to provide evidence impound tow and storage services to CHP Hayward Area office. The CHP anticipates the term of this Agreement to be for two (2) years. Enclosed are documents containing specifications and requirements for compliance with state contracting procedures.

If you are interested in providing this service, please complete the following required forms, and return them to CHP as outlined in the IFB Procedures:

Bid Form/Bidder Certification Form

Small Business/Disabled Veteran-Owned Business Enterprises Certification Form

STD. 204, Payee Data Record

CCC-307, Contractor Certification Clauses

Darfur Contracting Act

CHP 78V, Conflict of Interest and Confidentiality Statement - Vendor

Note: Disabled Veteran-Owned Business Enterprise (DVBE) participation is not required.

Questions pertaining to technical requirements or bid specifications may be directed to Officer Ron Cincera at (707) 588-1400. Administrative questions should be directed to Bobby Contreras at (916) 843-3610.

CONTRACT SERVICES UNIT**Business Services Section**

Enclosures

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IFB TERMS AND CONDITIONS

1. All Agreements entered into with the State of California shall include by reference General Terms and Conditions that may be viewed and downloaded from the Department of General Services (DGS) Internet web site www.ols.dgs.ca.gov/standard+Language/default.html. If you do not have Internet access, a printed copy may be obtained by contacting the Contract Services Unit at (916) 843-3610.
2. Bids must be submitted for the performance of all services described herein. Any deviation from the work specifications shall not be considered and shall be cause for rejection of the bid.
3. A bid may be rejected if it is conditional or incomplete, contains any alterations of form, or other irregularities of any kind. The CHP may reject any or all bids and may waive any immaterial deviation in a bid.
4. If all bids are considered too high, CHP is not required to award an Agreement.
5. No verbal information regarding this bid shall be binding upon the state. Any additional information shall be issued in an addendum to all parties requesting a bid.
6. Costs for developing a bid in anticipation of an Agreement being awarded are entirely the responsibility of the bidder; the state shall not be held responsible for any bid development costs.
7. A bidder may withdraw their bid by submitting a written request to CHP, signed by the agent authorized on the Bidder Certification. The bidder may subsequently resubmit a new bid prior to the bid submission deadline.
8. The CHP is not responsible to report any bidder errors, defects or omissions discovered during the evaluation period for the purposes of correction.
9. Bidders should carefully examine specifications and work sites (where applicable). Increases to the amount of the Agreement shall not be allowed due to a lack of careful examination of work sites and specifications.
10. The CHP shall put each bid through a process of evaluation to determine its responsiveness with the submission requirements of this IFB.
11. California Government Code Section 14835 allows a five (5) percent preference for bidders who are certified with the State of California as a small business, micro-business, or a non-small business that commits to subcontract at least 25 percent of the bid rate with a State of California certified small business. Preference program information may be found at Internet web site www.pd.dgs.ca.gov/smbus.

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IFB PROCEDURES

1. BID SUBMISSION

- a. All bids must be sealed and received by CHP by the date and time shown in Item 2. Time Schedule. Bids should be sent to the following address:

Department of California Highway Patrol
Business Services Section
601 N. 7th Street, Building B
Sacramento, CA 95811
Attn: Bobby Contreras
Phone: (916) 843-3610

- b. Non-sealed bids may be rejected. Mark the outside of the envelope:

IFB #9C360001, Evidence Impound Tow & Storage Services

MAILROOM DO NOT OPEN

2. TIME SCHEDULE

The following is the time schedule for this IFB:

<u>Event</u>	<u>Date</u>	<u>Time</u>
IFB Available to Prospective Bidders	2/26/2010	
Final Date for Bid Submission	03/12/2010	10:00 a.m.
Bid Opening	03/12/2010	02:00 p.m.
Proposed Start Date of Agreement	03/15/2010	

3. EVALUATION AND SELECTION

- a. At the time of bid opening, each bid shall be checked for the presence of required information in conformance with the submission requirements of this IFB.

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- b. The state shall put each bid through a process of evaluation to determine its responsiveness to the needs of the state.
- c. Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the state, such information was intended to mislead the state in its evaluation of the bid, it may be the basis for rejection of the bid.
- d. An Agreement shall be awarded to the bidder that submits all required documents, meets all criteria as specified in the IFB, and is the lowest responsible bidder utilizing the enclosed Bid Evaluation Formula.

4. DISPOSITION OF BID

Upon bid opening, all documents submitted in response to this IFB shall become the property of the state, and shall be regarded as public records.

5. AWARD AND PROTEST

- a. Whenever an Agreement is awarded, but the Agreement is not awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) business days prior to the award of the Agreement. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of CHP at least five (5) business days prior to awarding the Agreement.
- b. If any bidder, prior to the award of an Agreement, files a protest with CHP on the grounds the protesting bidder is the lowest responsible bidder, an Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

Within five (5) business days after filing the initial protest, the protesting bidder shall file with the Department of General Services and CHP a full and complete written statement specifying the grounds for the protest. It is suggested any protest should be submitted by certified or registered mail.

The written protest must be mailed to:

Department of General Services
Office of Legal Services
707 Third Street, 7th Floor
West Sacramento, CA 95605

A copy of the written protest must be mailed to:

Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001

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PREFERENCE PROGRAMS

1. California Government Code Section 14835 allows a five (5) percent preference for bidders who are certified with the State of California as a small business, micro-business, or a non-small business that commits to subcontract at least 25 percent of the bid rate with a State of California certified small business. For more information about these programs, consult the following web sites:

Office of Small Business and DVBE Services (OSDS), www.pd.dgs.ca.gov/smbus

2. The following is an example of the application of a preference:

In this example, bidders must submit a bid for a one-time flat rate.

Bidder A bids \$30,000.00; does not claim a preference.

Bidder B bids \$31,000.00; is a certified small business.

The low bid of \$30,000.00 is multiplied by 5 percent; $\$30,000.00 \times .05 = \$1,500.00$.

For bid evaluation purposes only, \$1,500.00 is subtracted from Bidder B's (certified small business) bid: $\$31,000.00 - \$1,500.00 = \$29,500.00$

Bidder B is the low bidder by application of the small business preference.

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SPECIAL TERMS AND CONDITIONS

The Agreement awarded from the results of this IFB shall have the following special provisions:

1. Compliance with Law

Contractor and employee(s), any of whom are salaried, non-salaried, volunteer, or involved in any aspect or activity of the business, whether or not receiving compensation of any kind for doing so, shall at all times, comply with federal, state, and local laws and ordinances.

- a) In the event of a minor traffic violation by an employee of the Contractor which is known by the CHP, Contractor shall be advised of the violation by the CHP. Contractor will be granted the opportunity to take necessary steps to ensure that the employee complies with the law. Any subsequent traffic violations may be cause for termination of the Agreement. Any flagrant traffic violation by Contractor or employee may be cause for immediate termination of the Agreement.
- b) Should at any time during the term of this Agreement, any conviction of or plea(s) to any offense(s) pertaining to the Contractor or employee(s) involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude become known to CHP, it shall result in immediate termination of the Agreement.

2. Standard of Conduct

- A. During the course of business as related to this Agreement, Contractor and employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:
 - 1) Rude or discourteous behavior.
 - 2) Lack of service, selective service, or refusal to provide service which Contractor or employee(s) is capable of performing.
 - 3) Any act of sexual harassment or sexual impropriety.
 - 4) Unsafe driving practices.
 - 5) Exhibiting any objective symptoms of alcohol and/or drug use.
 - 6) Appearing at the scene with the odor of an alcoholic beverage emitting from the driver's or employee's breath. The employee shall submit to a preliminary alcohol screening test upon demand of the CHP.
- B. All CHP-related tow service complaints received or initiated by the CHP against Contractor or Contractor's employees will be accepted and investigated in a fair and impartial manner. Contractor and/or employees shall cooperate with CHP investigators during the course of an investigation. Contractor will be notified in writing the results of any investigation.

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3. **Liability and Damages**

Any damage to the vehicle through gross negligence by Contractor or by Contractor's employees will be just cause for immediate termination of the Agreement. Contractor will bear all costs for repair of vehicle and for establishing a new Agreement.

4. **Insurance**

A. Contractor shall maintain the following minimum levels of insurance from an insurance carrier admitted in California or admitted in the state in which the operator's business is located and is authorized to do business in California (see also, Exhibit B):

- 1) Minimum Level of Financial Responsibility (as required by Section 34631.5 of the California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than \$750,000 for Class A tow trucks. The combined limits for classes B, C, and D shall not be less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.
- 2) Uninsured Motorist - Legal minimum, combined single limit.
- 3) On-Hook Coverage - Insuring the vehicle in tow with limits based on the size of the tow truck.
 - a) Class A tow truck \$50,000
 - b) Class B tow truck \$100,000
 - c) Class C tow truck \$200,000
 - d) Class D tow truck \$250,000
- 4) Storage Liability – Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$500,000.
- 5) Storage Keeper's Liability – Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

B. Proof of insurance shall be in the form of a certificate of insurance and be provided prior to execution of proposed Agreement. Insurance policy shall remain in force throughout the term of the Agreement. Policy expiration or cancellation will immediately nullify Agreement. Contractor's insurance policy shall provide for not less than 30 days written notice to the CHP, in the event the insurance policy is canceled or is due to expire. Additionally, Contractor shall notify CHP in advance of the expiration, or cancellation of Contractor's insurance policy.

C. Contractor removing a vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location will be considered to be transporting property, subject to normal minimum insurance requirements of Section 34631.5 of the California Vehicle Code.

D. Contractor shall furnish to the CHP proof of Worker's Compensation insurance. Proof of insurance shall be provided prior to the execution of the proposed Agreement and shall remain in force throughout the term of the Agreement.

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5. Security Clearance Requirement

Contractor and all personnel who are assigned to the Agreement are required to have a clear driver's license and fingerprint check through the California Department of Motor Vehicles and the California Criminal History Information System and Federal Bureau of Investigation. During this Agreement, any adverse finding(s) under the driver's license and/or fingerprint check may, at the sole discretion of CHP, result in termination of the Agreement. New personnel are subject to the driver's license and fingerprint checks as outlined above.

6. Financial Responsibility

- A. When vehicles and property are impounded as evidence for use in an investigation and possible prosecution of a crime, the CHP is financially responsible for towing, recovery and storage charges incurred from the initial seizure to the time criminal charges are filed by the district attorney. The district attorney of the county where the case is filed is financially responsible for charges from the time charges are filed until the case is adjudicated. (Attorney General's Opinion 85-804).
- B. Storage rates charged to county as a result of vehicles stored under this Agreement shall not exceed the rates specified in this Agreement.
- C. The registered owner is responsible for all storage charges incurred after the vehicle is released by the CHP. Refer to Division 11, Chapter 10, Article 2, beginning with Section 22851 of the California Vehicle Code for information regarding lien sales.
- D. All towing, recovery and storage performed in accordance with the Specifications in this Agreement shall not be charged to the vehicle owner or the vehicle owner's insurance company when CHP or the county is responsible for the charges as outlined in this Agreement.

7. Subcontracting

Nothing shall prohibit Contractor from subcontracting any portion of this Agreement including "big-rig" towing, recovery and storage, provided CHP contact is given 15 working days notice in writing, prior to the commencement of work. The subcontractors company name, address and telephone number must be provided in the written notice. All Agreement requirements are applicable to the subcontractor including the right to inspection and approval by CHP command.

8. Cancellation

- A. The Agreement may be canceled without penalty by the CHP upon thirty (30) days prior written notice to the Contractor.
- B. Cancellation or removal from CHP Rotation Tow List, if applicable, may result in the immediate cancellation of this Agreement.
- C. The sale or transfer of the controlling interest in Contractor's company shall be cause for immediate termination.

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- D. Contractor may cancel this Agreement upon no less than sixty (60) days notice. Costs of moving vehicular evidence to a new storage facility shall be the responsibility of the Contractor.

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SCOPE OF WORK (SPECIFICATIONS)

1. General Specifications

A. Contractor shall:

- 1) Furnish all labor, materials, equipment, licenses and/or permits necessary for completion of Agreement for Department of California Highway Patrol (CHP).
- 2) Have coordinated with CHP Area representative before the start date of the Agreement to determine whether vehicles need to be transported from the previous storage facility and if so, transport the vehicles within the first week of the Agreement. Contractor shall invoice the CHP for this initial transfer at the rates specified within this Agreement, if applicable.
- 3) Respond to all calls as requested by the CHP and be available on a 24-hour, 7-day per week basis.
- 4) Secure and be responsible for the safekeeping of vehicular evidence and any and all property within.
- 5) Comply with the following provisions: California Unfair Trade Practice Laws, California Business and Professions Code (B&PC) Section 17043, B&PC Section 16700 et seq., B&PC Section 17200, Common Law Interference Advantage, Common Law Unfair Competition, and Federal and state prohibitions against contracts in restraint of trade.

B. The facility that is to be used under the terms of this Agreement must be located within the Geographical Regions (Exhibit A) included in this Agreement, unless this requirement is waived by an addendum from the Area commander.

C. If Contractor is a CHP rotation tow service provider; a call-out under this Agreement does not constitute a rotation call-out.

2. Contractor & Employees

- A. Contractor shall have a minimum of three (3) verifiable years of for-hire towing experience as an owner or principal or employ a full-time manager who possesses at least three (3) verifiable years of tow experience. If, during the term of this Agreement, the status of appointed manager changes or said manager ceases to be employed by the Contractor, this may be cause for cancellation of the Agreement.
- B. Contractor and all applicable employees shall have a Carrier Identification (CA) number and valid Motor Carrier Property (MCP) permit. In addition, Section 34500 (j) of the Vehicle Code (VC) requires that records be maintained for hours of service.

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- C. Contractor shall ensure that tow truck drivers providing service for the CHP under this Agreement have completed an approved tow truck driver training program within the past five (5) years. Acceptable tow truck driver training programs will be approved by the Tow Service Agreement Advisory Committee (TSAAC). The list is available from the Area tow officer. Documentation of completed tow truck driver training program shall be submitted with the CHP 234F, Tow Operator/Driver Information form (Exhibit C) to the Area tow officer.
- D. Tow truck drivers shall perform all towing, recovery and storage operations in the safest and most expedient manner possible.
- E. Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towing vehicle and the vehicle being towed. All tow truck drivers shall be properly licensed in accordance with Section 12804.9 of the Vehicle Code (VC).
- F. Contractor and applicable employees shall be enrolled in the Employer Pull Notice (EPN) program. In the instance where a new employee is hired, Contractor will be granted a maximum of 30 days to enroll the new employee in the EPN program. EPNs shall be signed and dated by the Contractor. Contractor shall maintain and be able to provide at all times a current list of drivers and a copy of the current EPN report, or in the case of newly hired drivers, proof of enrollment in the EPN program.
- G. Contractor employees shall wear an identifiable uniform (either shirt and pants or coveralls) displaying the company name as well as the driver's name while performing services for the CHP. Employees must also wear safety vests or reflective clothing that meets OSHA requirements.

3. **Tow Vehicles**

- A. Contractor shall equip and maintain tow trucks to be used for services under this Agreement in accordance with the provisions set forth in the California Vehicle Code (VC), Title 13 of the California Code of Regulations (Title 13), these Specifications, and in a manner consistent with industry standards and practices.
- B. All tow trucks shall have recovery and wheel lift capabilities meeting these Specifications and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide (Exhibit D). Class D tow trucks used exclusively for salvage and recovery operations are not required to possess wheel lift capabilities. A car carrier is exempt from the recovery, wheel lift, and boom capability requirements however; the car carrier must be an additional unit and shall not be used for recovery.
- C. A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for termination of the Agreement. This includes exceeding the tow truck's GVWR, front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing. The total weight of the truck, including the lifted load, shall fall within the GVWR and not exceed either the FAWR or RAWR.

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- D. Tow truck and car carrier classifications are based on the truck chassis GVWR and the classification system used by the American Trucking Association (ATA) and truck manufacturers. Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.
- E. Each piece of towing equipment shall have a label or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity.
- F. The basic performance rating of the recovery equipment is the weight the equipment can lift in a winching mode, when the boom is static at a 30 degree elevation with the load lines vertical and the lifting cables sharing the load equally, measured with a live load (weight or load cell). The structural design of the recovery equipment must have a higher load capacity than the performance ratings. Winches shall conform to or exceed the specifications set forth by the Recovery Equipment Rating, Society of Automotive Engineers (SAE) Handbook, SAE J706. All ratings for cable and chain assemblies are for the undamaged assembly condition. All cable and chain assemblies should be the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.
- G. All controls shall be clearly marked to indicate proper operation as well as any special warnings or cautions.
- H. The CHP shall provide for not less than one annual inspection of all tow trucks at no charge to the Contractor. This annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer (see Exhibit E, CHP 407F, Safetynet Driver/Vehicle Inspection Report); and a tow truck inspection conducted by either a commercial enforcement officer or officer (see Exhibit D). Upon successful completion of the inspection, a Commercial Vehicle Safety Alliance (CVSA) decal shall be issued.
- I. The CHP may conduct additional inspections without notice during normal business hours. The Contractor shall not dispatch a tow truck that has not been inspected and approved by the CHP. The CHP shall inspect a tow truck within thirty (30) days of a request from Contractor.

4. Response

- A. CHP and Contractor shall mutually agree upon a determined response time. If Contractor is unable to respond within the determined time, a towing company on the Area's rotation tow list that meets storage security specifications will be called. Contractor will be responsible for charges billed by this towing company. The CHP will reimburse Contractor at the Agreement rates for towing, recovery and storage.
- B. Only personnel and equipment requested shall respond to a CHP call. Nothing would preclude Contractor from responding to an incident to ascertain if additional assistance or equipment is required, however there shall be no additional charges for any personnel or equipment that is not necessary to perform the required service. Should assistance be required, the CHP scene manager shall be notified.

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5. Storage Facility

- A. Contractor shall provide a location having adequate secure storage and shall be responsible for the vehicle and vehicle contents while in his/her possession. If Contractor shares storage area (property) with another business or businesses, CHP storage will be secured from said businesses.
- B. Secure storage is defined as a building with four solid walls and a solid roof, or a fenced area (six foot minimum) with entire circumference topped with razor/barbed wire that would prevent an average adult from entering secured area. Secure area will have lockable entry/exit doors. CHP representative has the right to request indoor storage and/or third party storage.
- C. Contractor will secure vehicles from unauthorized persons (employees and public). Access to vehicles will be limited to authorized personnel only.
- D. Contractor will ensure that stored vehicles will be protected from long term effects of weather (snow, hail, salt, sand, etc.).

6. Inventory

Contractor shall submit to the CHP Area office a monthly report of all vehicles held in storage. In the event that no vehicles are stored, a response is still required.

7. Inspection of Evidence

- A. The CHP reserves the right to inspect vehicles upon a request to Contractor's representative with authorization from the Area commander, or on-duty supervisor. Call-out charges when facility is not staffed shall be billed to CHP at the hourly rate divided into quarter hours. Time should be rounded down to the nearest quarter hour.
- B. There shall be no additional charge(s) for moving (e.g., driving, towing, pushing, utilizing a forklift) a stored vehicle within the Contractor's storage facility.

8. Notification & Release

- A. Contractor is advised that pursuant to Section 22852 of the California Vehicle Code, the Agency directing the storage is required to notify the registered and legal owners of the vehicle. Therefore, CHP will notify the registered and legal owners of vehicles impounded as evidence.
- B. Upon notification of permission to release by CHP and/or county, it is the responsibility of Contractor to ensure, prior to release, that there are no liens or encumbrances existing on the vehicle.
- C. Upon notification by CHP that its financial responsibility has ended, Contractor shall terminate billing to CHP and begin billing as directed in Special Terms and Conditions, paragraph 6, Financial Responsibility.

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D. Contractor shall strictly comply with all instructions for the release or retention of the impounded vehicle which are contained on the CHP 180, Vehicle Report. Failure to comply with this paragraph shall result in the following:

- 1) First offense - written reprimand.
- 2) Second offense - cancellation of Agreement.

This will not preclude CHP or the affected District Attorney from filing criminal charges against Contractor if appropriate.

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EXHIBIT A

GEOGRAPHICAL REGIONS

The geographical regions covered by CHP Santa Rosa Area are as follows:

All of Sonoma County except for, all of SR-37, all of SR-121, and Sonoma Valley south of Trinity Road on SR-12, including Arnold Drive and east of the Adobe Road intersection at SR-116; the boundaries also include segments of Marin County bound on the south and including Chileno Valley Road, Tomales Petaluma Road, Cerini Road and SR-1 to the north end of the Keyes Creed Bridge.

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EXHIBIT B

COMMERCIAL LIABILITY INSURANCE REQUIREMENTS

1. All certificates of insurance shall clearly indicate Department of California Highway Patrol (CHP) Agreement number and be submitted to:

Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001

2. Contractor shall, without expense to CHP or the state, maintain or cause to be maintained and in effect, at all times during the term of the Agreement, with insurers of recognized reputation and responsibility, a valid certificate of Commercial General Liability Insurance with the following State of California requirements:
 - a. Evidence of insurance shall meet the requirements specified in the Agreement and shall be of a form and content acceptable to Department of General Services, Office of Risk and Insurance Management (ORIM).
 - b. The certificate of insurance shall be issued by an insurance company, or be provided through partial or total self-insurance, acceptable to ORIM.
 - c. The certificate of insurance shall state an amount of Commercial General Liability of no less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
 - d. The certificate of insurance shall show that hazardous activities are protected through Comprehensive General Liability, and additional insurance (such as automobile liability insurance in case motor vehicles are used in performance of the Agreement) may be required.
 - e. The certificate of insurance shall provide that the insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to the CHP.
 - f. The certificate of insurance shall provide that the **State of California, its officers, agents, employees, and servants are included as additional insured**, but only with respect to work performed for the State of California under this Agreement.
 - g. The certificate of insurance shall meet such additional standards as may be determined by the CHP, either independently or in consultation with ORIM, for protection of the CHP.
3. In the event said insurance coverage lapses, expires, or is canceled at any time or times during the term of the Agreement, Contractor shall provide, at least thirty (30) days prior to said date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of ORIM. Contractor agrees that no work or services shall be performed prior to such approval. In the event Contractor fails to keep current and in effect at all times, insurance coverage as herein provided, the CHP may, in addition to any other remedies, terminate the Agreement.

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EXHIBIT C

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (REV 8-04) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)

DOB

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

COMPANY NAME

JOB TITLE/CLASSIFICATION

DRIVER LICENSE NUMBER

STATE

EXPIRATION DATE

LICENSE CLASS

ENDORSEMENTS

MEDICAL CERTIFICATE

☐ YES ☐ NO

MEDICAL CERTIFICATE EXPIRATION DATE

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: _____

Class B: _____

Class C: _____

Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?

☐ YES ☐ NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A CRIME?

☐ YES ☐ NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED.
(USE ADDITIONAL PAGES IF NECESSARY)

I certify that the above information is true and correct, and that no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/OWNER'S SIGNATURE

DATE

TOW DRIVER'S SIGNATURE

DATE

RECEIVING OFFICER'S NAME

ID NUMBER

DATE

FOR CHP USE ONLY:

☐ APPROVED ☐ DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

Use Previous Editions Until Depleted

c234f804.frp

SAMPLE

Department of California Highway Patrol
Evidence Impound Tow & Storage Services
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EXHIBIT D

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 5-04) OPI 061

AREA NUMBER	COMPANY	LEGEND P = Pass F = Fail	
YEAR	MAKE	MODEL	ENGINE NUMBER
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER		

REQUIREMENTS FOR ALL CLASSES**CALIFORNIA VEHICLE CODE REQUIREMENTS**

P	F		P	F	
		Current Registration			Parking Brake
		Headlights			Windshield
		Beam Indicator			Windshield Wipers
		Taillamps			Mirrors
		License Plate Lamp			Horn
		Stop Lamps			Exhaust System
		Rear Lamps W/Cord			Fuel Cap
		Backup Lamps (1969+)			Tire Tread
		Reflectors, Rear			Fenders/Mud Guards
		Reflectors, Front and Side (1968+)			Broom
		Turn Signals			Shovel
		Clearance Lamps (>80" Wide)			Fire Extinguisher 4B, C Rating
		Amber Warning Lights			Safety Chains
		Warning Devices (Reflectors)			Signs
		Service Brakes			

SERVICE AND OTHER EQUIPMENT

	Flashlight		Hydraulic Jack
	Wrecking Bar (Large Pry Bar)		Metric and Standard Lug Wrenches
	Equivalent of Six 30-Minute Flares		Rubber Mallet/Hub Cap Tool
	Trash Cans W/Absorbent		Lockout Tools (Classes A and B)
	Shop Rags/Paper Towels		Motorcycle Straps (Class A)
	Shop to Truck Communications (Not a CB radio)		Sledge Hammer
	Fuel in Approved Containers (Classes A and B)		Tool Kit
	Booster Battery or Hot Box		

TOWING EQUIPMENT

	Rating Plates		Wrecker Controls
	Controls Labeled		Throttle Control
	Wrecker Boom Assembly		Hydraulic Rams, Hoses, Valves
	Wheel Lift Assembly		Cable Sheaves
	Mounting Bolts		Recovery Chain
	Winch: Type:		

WHEEL LIFT

	Pivot Pin		Cradle/Straps
	Wheel Tie Down Straps		Grid/Fork
	"L" Bars		Claw

CONVENTIONAL

	Tow Sling		Sling Pads
--	-----------	--	------------

CAR CARRIER

	Carrier Bed Frame		Bed Safety Lock
	Bed Hinges		Loading Bridle
	Slide Pads		

VEHICLE SAFETY

	Steering		Suspension
	Frame		Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)

DATE

TOW OPERATOR'S SIGNATURE

Destroy Previous Editions

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EXHIBIT D

CHP 234B (Rev. 9-03) OPI 061 (Page 2)

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A			
P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling 3,000 Pounds (if Equipped)
	4-Ton Recovery Equipment Rating		Tow Chains 5/16" Alloy with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		4"x4"x48" & 4"x4"x60" Wood Crossbeams
	Wheel Lift Safety Straps		100' 3/8" 6x19 Cable or OEM Specifications
CLASS A CAR CARRIER ONE VEHICLE			
	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Alloy or OEM Specifications
	50' 3/8" 6x19 Cable or OEM Specifications		4"x4"x48" & 4"x4"x60" Wood Crossbeams
	J/T Hook Loading Bridle Chains		
CLASS A CAR CARRIER TWO VEHICLES			
	Minimum 16,001 Pound GVWR Chassis		4 Safety Chains 5/16" Alloy or OEM Specs, & 2 for Towed Veh.
	J/T Hook Loading Bridle Chains		Steering Wheel Securement Device
	50' 3/8" 6x19 Cable or OEM Specifications		4"x4"x48" & 4"x4"x60" Wood Crossbeams
CLASS B			
	Minimum 19,501 Pound GVWR Chassis		Tow Sling 7,000 Pound Rating (if Equipped)
	14-Ton Recovery Equipment Rating		4"x4"x48" & 4"x4"x60" Wood Crossbeams
	150' 7/16" 6x19 Cable or OEM Specifications		Tow Chains 1/2" Alloy or OEM Specifications
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - Retracted 10,000 Pounds
	Two 8-Ton Snatch Blocks		Wheel Lift Rating - 85" Extension 8,000 Pounds
	Air Brakes or Hydraulic W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Safety Tie-Down Chains
	Axle Covers/Caps		Aluminum Tow Angles
			Tow Bar 7,000 Pound Rating
CLASS B CAR CARRIER ONE VEHICLE			
	Minimum 19,501 Pound GVWR Chassis		Steering Wheel Securement Device
	50' 3/8" 6x19 Cable or OEM Specifications		4"x4"x48" & 4"x4"x60" Wood Crossbeams
	J/T Hook Loading Bridle Chains		4 Safety Chains 5/16" Alloy or OEM Specs, & 2 for Towed Veh.
CLASS C			
	Minimum 33,000 Pound GVWR Chassis		Tow Chains 5/8" Alloy or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x4"x60" & 6"x6"x60" Wood Crossbeams
	200' 5/8" 6x19 Cable or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - Retracted 25,000 Pounds
	Two 12-Ton Snatch Blocks		Under Lift Rating - 100" Extension 12,000 Pounds
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles
	Axle Covers/Caps		Safety Tie-Down Chains
	Tow Sling 12,000 Pound Rating (if Equipped)		Tow Bar 12,000 Pound Rating
CLASS D			
	Minimum 50,000 Pound GVWR Chassis		Tow Chains 5/8" Alloy or OEM
	30-Ton Recovery Equipment Rating		4"x4"x60" & 6"x6"x60" Wood Crossbeams
	250' 3/4" 6x19 Cable or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Hydraulic or Mechanical Winch(es)
	Two 12-Ton Snatch Blocks		Under Lift Rating - Retracted 32,000 Pounds
	Air Brakes W/Air Hookup Package		Under Lift Rating - 100" Extension 16,000 Pounds
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles
	Axle Cover/Caps		Safety Tie-Down Chains
	Tow Sling with 20,000 Pound Rating		Tow Bar 20,000 Pound Rating

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN

WHEEL BASE (WB), IN INCHES

OVER HANG (OH), IN INCHES

FORMULA

$$\frac{1/2 \text{ FAW:}}{\text{CLASS OF VEHICLE BASED ON THE MLC}} \times \text{WB:} \div \text{BY OH:} = \text{MLC:}$$

CLASS OF VEHICLE BASED ON THE MLC

EXHIBIT E

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EXHIBIT E**CORRECTION PROCEDURE**

Violations recorded on this Safetynet Inspection Report must be corrected immediately. Violations marked "O / S" must be corrected before the vehicle is operated on the highway. Vehicles presented for reinspection more than 48 hours following the initial inspection may be subject to a complete inspection and further enforcement action if additional violations are detected. **For your convenience, KEEP THIS REPORT OR A COPY IN THE VEHICLE UNTIL ALL VIOLATIONS ARE CLEARED. This document should NOT be forwarded to the court for clearance procedures.**

OWNER'S RESPONSIBILITY

Owner's assumption of responsibility for citations is applicable only to California registered vehicles. Citations for vehicles registered outside California are the responsibility of the driver.

STICKER ISSUANCE

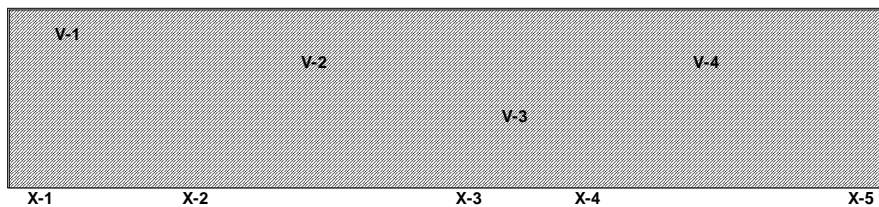
Only a Level 1 inspection entitles a vehicle to a sticker. Display of current CVSA inspection sticker indicates compliance with Federal requirements contained in Title 49, CFR Part 396.17. Reinspection must be completed within 30 days of initial inspection to be eligible for a sticker. This form or a copy must be presented for a reinspection, and is required for a sticker.

ABBREVIATIONS

ADJ	Adjustment	HW	Hazardous Waste	RQ	Reportable Quantity
APP	Applied	HYD	Hydraulic	SMKR	Side Marker Light
AUD	Audible	ICC	Interstate Commerce Commission	STK	Stake
BRK	Brake	INOP	Inoperative	STPLT	Stop Light
BRKLT	Brake Light	LIC	License	STR	Steering
BTWN	Between	L /	Left	SYS	System
CCR	Calif. Code of Regulations	MIN	Minimum	TRK	Truck
CDL	Com'l. Driver License	MAX	Maximum	TLR	Trailer
CFR	Code of Federal Regulations	NIP	Not In Possession	TL	Tail Light
DDL	Driver License	NO	Number	TRNSIG	Turn Signal
DIS	Disposition	O / S	Out of Service	TPV	Tractor Protection Valve
DL	Driver License	PTO	Power Take Off	VC	California Vehicle Code
DMV	Dept. of Motor Vehicles	PUC	Public Utilities Commission	UNAPP	Unapplied
ELEC	Electric	QRV	Quick Release Valve	USDOT	United States Department of Transportation
EMER	Emergency	REFL	Reflector	V	Vehicle
ERV	Emergency Relay Valve	REG	Registration	V-1	First Vehicle in Combination
EXH	Exhaust	REQ	Require or Required	VEH	Vehicle
EXP	Expiration / Expired	REQD	Required	X	Axle
EXT	Extinguisher	RESV	Reservoir	X-1	First Axle
FB	Flatbed	R /	Right	XMBR	Cross Member
HAZ MAT	Hazardous Materials				
HM	Hazardous Materials				

CHP INSPECTION FACILITIES

Loc. Code	Facility Name	Telephone Number	Loc. Code	Facility Name	Telephone Number
131	Cottonwood	(530) 347-1813	541	Castaic	(661) 294-5530
147	Dunsmuir Grade	(530) 926-2425	626	Calexico	(760) 768-4000
223	Donner Pass	(530) 587-1242	646	Otay Mesa	(619) 671-3000
347	Nimitz	(510) 794-3658	651	San Onofre (N/B & S/B)	(760) 430-7026
366	Cordelia (E/B & W/B)	(707) 864-5552	656	Desert Hills	(951) 849-5646
391	Mission Grade	(925) 862-2223	686	Rainbow	(951) 694-0663
424	Grapevine	(661) 858-2540	726	Gilroy	(408) 848-3078
464	Chowchilla River	(559) 665-2904	771	Conejo	(805) 498-3853



This inspection complies with
CVSA / NASI requirements.

**KEEP THIS REPORT OR A
COPY IN THE VEHICLE UNTIL
NEXT INSPECTION.**

Department of California Highway Patrol
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ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this check list to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the state. For your bid to be responsive, all required forms (Attachments) as identified on the cover page of this IFB, must be returned. This checklist may be returned with your bid package also.

<u>Check List</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid Form/Bidder Certification Form
_____ Attachment 3	Bid Evaluation Formula
_____ Attachment 4	Small Business/Disabled Veteran-Owned Business Enterprise Certification Form
_____ Attachment 5	Payee Data Record (STD 204)
_____ Attachment 6	Contractor Certification Clauses (CCC-307)
_____ Attachment 7	Darfur Contracting Act
_____ Attachment 8	Conflict of Interest and Confidentiality Statement - Vendor

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ATTACHMENT 2

BID FORM/BIDDER CERTIFICATION FORM

Company Name: _____

Submitted herein are bid prices (Sections 1, 2, and 3) to provide evidence impound tow and storage services for the Department of California Highway Patrol. Before completing the bid form, refer to the Special Terms and Conditions, Scope of Work which includes Exhibits A through E, all of which will be incorporated into the Agreement.

IN SECTIONS 1, 2, AND 3 OF THIS BID FORM, BIDDER MUST BID ON EACH AND EVERY ITEM IN AN AMOUNT GREATER THAN ZERO. ANY MODIFICATION TO THIS BID FORM SHALL RENDER YOUR BID NON-RESPONSIVE.

SECTION 1 - TOW RATES

The following bid rates will be compared to the average local established rates and if one or more are determined to be excessive by the Area Commander, your bid may be rejected. Bid rates will be based on an hourly rate and no additional charges will be granted.

A value greater than zero must be entered in each category

- a. Light Duty Tow Rate \$_____ per hour
(Minimum 14,000 lbs. GVWR)
- b. Medium Duty Tow Rate \$_____ per hour
(Minimum 26,001 lbs. GVWR)
- c. Heavy Duty Tow Rate \$_____ per hour
(Minimum 48,000 lbs. GVWR)
- d. Motorcycle Trailer Rate \$_____ per hour
This amount is charged in lieu of the
LIGHT DUTY TOW RATE (a) when a trailer
is required to tow a motorcycle.

Note: In the event time at the scene exceeds one (1) hour, charges will be itemized and charged in fifteen (15) minute increments based on the per-hour rate.

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SECTION 2 - STORAGE RATES

A value greater than zero must be entered in each category

- a. Storage for 1 to 30 days. \$_____ per day
- b. Storage for 31 or more days. \$_____ per day
(Must be equal to or less than "a" above.)
- c. Commercial vehicles, as described in Section 34500 \$_____ per day
of the Vehicle Code. (No charges will be allowed for tow dolly.)

SECTION 3 — CALL-OUT POST STORAGE INSPECTION OF VEHICLES

Charges for call-out post storage inspections will only be permitted when the Contractor's facility is not staffed 24-hours, or when there are no other employees at the facility when access to inspect a vehicle is requested (refer to Scope of Work, paragraph 7, Inspection of Evidence).

- a. Call-Out Post Storage Inspection of \$_____ per hour
Vehicles stored within an unstaffed facility.
- b. Facility staffed 24-hours. **No charge permitted.**

See Special Terms and Conditions, item 7. If applicable, please list subcontractors:

(1) _____
Company Name

Address

City State Zip

Telephone

Company Representative

(2) _____
Company Name

Address

City State Zip

Telephone

Company Representative

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By signing this bid form, the bidder:

- Certifies that he/she is an official authorized to obligate the company or firm.
- Certifies that all conditions and qualifications are met and in effect on the date of this bid.
- Certifies that the company or firm has not been canceled or removed by the CHP from its rotation tow program, or if it has been canceled or removed, has been subsequently reinstated and is currently in good standing.
- Certifies that they and/or their employees, any of whom are salaried, non-salaried, volunteer, or involved in any aspect or activity of the business, whether or not receiving compensation of any kind for doing so, have no convictions or pleas to any offense involving stolen or embezzled vehicle(s), fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude.
- Certifies that the rates submitted do not violate California Unfair Trade Practice Laws, California Business and Professions Code (B&PC) Section 17043, B&PC Section 16700 et seq., B&PC Section 17200, Common Law Interference Advantage, Common Law Unfair Competition, and Federal or state prohibitions against contracts in restraint of trade. Bids which violate these provisions will be rejected.
- Guarantees that the bid prices will be valid for 120 days.
- Acknowledges that the CHP agrees to pay Contractor monthly in arrears for services provided upon receipt of an itemized invoice computed at the Agreement rates. Payments shall be made from funds appropriated to CHP and subject to the fiscal procedures of the State of California.
- Acknowledges that if awarded the Agreement, Contractor shall not begin work before receiving an approved, signed copy of the Agreement.

Federal I.D. Number or Social Security Number

Full Legal Name of Company

Name and Title (Typed or Printed)

Signature

Date

Street Address

City

State

Zip Code

Telephone Number

Fax Number

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ATTACHMENT 3**BID EVALUATION FORMULA****(FOR CHP USE ONLY)**

Name of Bidder: _____

Name of Evaluators: _____

Date of Evaluation: _____

The apparent low bidder shall be determined by using the lowest sum of the following formula:

TOW RATES

a. Light Duty Tow Rate \$ per hour = \$ _____

b. Medium Duty Tow Rate \$ per hour = \$ _____

c. Heavy Duty Tow Rate \$ per hour = \$ _____

d. Motorcycle Trailer Rate \$ per hour = \$ _____

Subtotal = \$ _____**STORAGE RATES**

a. 1 to 30 days \$ _____ per day x 30 days = \$ _____

b. 31 or more days \$ _____ per day x 30 days = \$ _____

c. "Commercial vehicle" \$ _____ per day x 30 days = \$ _____

Subtotal = \$ _____**Total cost of tow rates + storage rates =** \$ _____**Subtract SB/DVBE preference or incentive (if applicable)** \$ _____Call-out post storage inspection of vehicles rate (*tie breaker*) = \$ _____ per hour

ATTACHMENT 4

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SMALL BUSINESS/DISABLED VETERAN-OWNED BUSINESS ENTERPRISE (DVBE)
CERTIFICATION FORM

Agreement #9C360001

SMALL BUSINESS AND MICROBUSINESS CERTIFICATION - California Government Code Section 14835 allows a five (5) percent preference for bidders who are certified with the State of California as a small business, micro-business, or a non-small business that commit to subcontract at least 25 percent of the bid rate with a State of California certified small business. In order to be eligible for the five percent preference, your firm must be certified by the California Department of General Services, Office of Small and DVBE Services (OSDS), and a copy of the OSDS certification letter must accompany your bid package. If your firm is eligible for certification based on the criteria outlined in Section 14835 of the California Government Code and you are not yet certified by OSDS, your application for certification must be received and on file with OSDS by 5:00 p.m. on the date identified as the bid opening in order to qualify for the five percent preference. This will ensure the OSDS certification process is expedited on your behalf to ensure your firm is certified prior to the Agreement award.

Additional information on the State of California, Small Business and/or DVBE Certification Programs, may be obtained by contacting the Department of General Services, Office of Small Business/DVBE Services at (916) 375-4940; facsimile at (916) 375-4950; or Internet at: www.pd.dgs.ca.gov/smbus.

CERTIFICATION OF BUSINESS:

- _____ Small Business (A copy of OSDS certification letter must accompany bid.)
- _____ Micro-Business (A copy of OSDS certification letter must accompany bid.)
- _____ Disabled Veteran-Owned Business Enterprise (A copy of OSDS certification letter must accompany bid.)
- _____ Small Business (Certification application on file at OSDS.)
- _____ Large Business

The undersigned declares under penalty of perjury that the information is true and correct.

Signature

Name of Company

Printed Name & Title

Telephone Number

ATTACHMENT 5

Agreement #9C360001

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003) (CHP AUTOMATED)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.								
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width: 40%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): - 		NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.						
<table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST </td> <td style="width: 33%; vertical-align: top;"> CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS </td> <td style="width: 33%;"></td> </tr> </table>		<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST		CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS					
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST	CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS								
4	PAYEE ENTITY TYPE CHECK ONE BOX ONLY <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: 								
(SSN required by authority of California Revenue and Tax Code Section 18646)									
5	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.								
6	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.								
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		TITLE							
SIGNATURE		DATE	TELEPHONE						
Please return completed form to: Department/Office: <u>Department of California Highway Patrol</u> Unit/Section: <u>Business Services Section/Contract Services Unit</u> Mailing Address: <u>P.O. Box 942898</u> City/State/Zip: <u>Sacramento, CA 94298-0001</u> Telephone: <u>(916) 375-2965</u> Fax: <u>(916) 375-2969</u> E-mail Address: <u>N/A</u>									

s204_507.frp

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE) (CHP AUTOMATED)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

ATTACHMENT 6**CCC-307**

Agreement #9C360001

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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ATTACHMENT 7

Agreement # 9C360001

DARFUR CONTRACTING ACT

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three (3) years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in PCC section 10476.

Therefore, to be eligible to submit a bid or proposal, please select only **one (1)** of the following three (3) options by initialing in the appropriate box and following the additional instructions that accompany that selection if applicable:

1	<i>Initials</i>	We do not currently have, or we have not had within the previous three (3) years, business activities or other operations outside of the United States.
or		
2	<i>Initials</i>	We are a scrutinized company as defined in PCC section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to PCC section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.
or		
3	<i>Initials</i>	We currently have, or we have had within the previous three (3) years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in PCC section 10476. The certification below has been completed.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH ONE (1) OF THE THREE (3) OPTIONS INITIALED, AND IF OPTION 3 HAS BEEN SELECTED, THE CERTIFICATION MUST BE COMPLETE.

ATTACHMENT 8

STATE OF CALIFORNIA

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT - VENDOR

CHP 78V (Rev. 4-08) OPI 076

OPI CONTRACT/REQUISITION NUMBER

It is a mandatory requirement for the contractor/vendor to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencing contract services and/or delivering requested commodities. Failure to complete and submit the Conflict of Interest and Confidentiality Statement prior to commencement of work and/or delivery of requested commodities will be grounds for contract termination.

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees have no personal or financial interest and no present or past employment or activity which would be incompatible with participating in any activity related to this contract. For the duration of this contract, I warrant my company and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this contract.

I warrant my company and its employees not to disclose any financial, statistical, personal, technical, media-related, and all other data and information made available to use by the state for the purpose of providing services to the California Highway Patrol (CHP) in conjunction with the contract identified above. I warrant that only those employees who are authorized and required to use such materials will have access to them. Authorization documentation must be provided to the CHP prior to the start of the contract.

I further warrant that all materials provided by the state will be returned promptly after use; all copies or derivations of the materials will be physically and/or electronically sanitized at a minimum in accordance with the Federal Information Security Management Act (FISMA), National Institute of Standard Technology (NIST), 43 NIST Special Publication 800-36. I will include, with the returned materials, a letter attesting to the complete return of materials and documenting the destruction of copies and derivations. Failure to so comply will subject my company to criminal and civil liabilities, including all damages to the state. I authorize the state to inspect and verify the destruction document(s) as described above.

I warrant that my company will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one. I agree to immediately advise the CHP contract coordinator of any person(s) who has access to project confidential information and intends to disclose that information in violation of this agreement.

NAME OF COMPANY

NAME OF COMPANY REPRESENTATIVE

TITLE

SIGNATURE OF COMPANY REPRESENTATIVE

DATE

Question and Answers for Bid #9C360001 - Evidence Impound Tow and Storage Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.