

REQUEST FOR COUNCIL ACTION CITY OF SAN DIEGO	CERTIFICATE NUMBER (FOR COMPTROLLER'S USE ONLY) 3000006257
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TO: CITY COUNCIL	FROM (ORIGINATING DEPARTMENT): Public Works - Fleet	DATE: 07/11/2013
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SUBJECT: Vehicle Towing and Debris Hauling Contracts

PRIMARY CONTACT (NAME, PHONE): Tony Heinrichs, 619-236-6274	SECONDARY CONTACT (NAME, PHONE): John Clements, 619-527-6020
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COMPLETE FOR ACCOUNTING PURPOSES

FUND	720000				
DEPT / FUNCTIONAL AREA	OTHR-00000000-GG				
ORG / COST CENTER	2113140019				
OBJECT / GENERAL LEDGER ACCT	512059				
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	\$62,000.00	\$0.00	0.00	0.00	0.00

FUND					
DEPT / FUNCTIONAL AREA					
ORG / COST CENTER					
OBJECT / GENERAL LEDGER ACCT					
JOB / WBS OR INTERNAL ORDER					
C.I.P./CAPITAL PROJECT No.					
AMOUNT	0.00	0.00	0.00	0.00	0.00

COST SUMMARY (IF APPLICABLE): Annual towing and debris hauling expenses.

ROUTING AND APPROVALS

CONTRIBUTORS/REVIEWERS:	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
Environmental Analysis	Equal Opportunity Contracting	ORIG DEPT.	Heinrichs, Tony
Liaison Office		CFO	
Financial Management		DEPUTY CHIEF	
Comptroller		COO	Chadwick, Scott
Equal Opportunity Contracting		CITY ATTORNEY	Zeleny, Thomas
		COUNCIL PRESIDENTS OFFICE	

PREPARATION OF: RESOLUTIONS ORDINANCE(S) AGREEMENT(S) DEED(S)

1. The Mayor or his designee is authorized to execute an agreement with Allied Gardens Towing, Inc. DBA RoadOne to provide City owned vehicle towing services in an estimated amount of \$50,000 contingent upon the adoption of the Fiscal Year 2014 Appropriation Ordinance and contingent upon the Chief Financial Officer first

furnishing one or more certificates certifying that funds necessary for expenditure are, or will be on deposit with the City Treasurer; and

2. The Mayor or his designee is authorized to use Ocean Blue Environmental Services for car wash debris hauling in an estimated amount of \$12,000 contingent upon the adoption of the Fiscal Year 2014 Appropriation Ordinance and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be on deposit with the City Treasurer

STAFF RECOMMENDATIONS:

Approve the agreements

SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION)

COUNCIL DISTRICT(S): All

COMMUNITY AREA(S): All

ENVIRONMENTAL IMPACT: This activity is not subject to CEQA as provided in the Guidelines section 15060(c)(3) because the purchase is a continuing administrative or maintenance activity, and therefore not a project pursuant to Guidelines section 15378(b)(2).

**CITY CLERK
INSTRUCTIONS:**

COUNCIL ACTION
EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE: 07/11/2013

ORIGINATING DEPARTMENT: Public Works - Fleet

SUBJECT: Vehicle Towing and Debris Hauling Contracts

COUNCIL DISTRICT(S): All

CONTACT/PHONE NUMBER: Tony Heinrichs/619-236-6274

DESCRIPTIVE SUMMARY OF ITEM:

Approval of RoadOne towing services and Ocean Blue Environmental Services debris hauling agreements as part of the transition to the Fleet Services Most Efficient Government Organization (MEGO) following the managed competition award to the Employee Proposal Team.

STAFF RECOMMENDATION:

Approve the agreements

EXECUTIVE SUMMARY OF ITEM BACKGROUND: Public Works Fleet Services Division is contracting out vehicle towing and car wash debris hauling services as part of the implementation of its successful managed competition proposal. Both agreements are part of the transition to a Most Efficient Government Organization following the fleet maintenance managed competition award. In FY 2012, the Fleet Services Employee Proposal Team was awarded the City's second managed competition process and retained vehicle maintenance and support services in-house. The Fleet efficiency measures proposed in the bid will result in approximately \$4.0 million in annual savings as stated in Volume I of the Fiscal Year 2014 Adopted Budget. In addition to outsourcing towing and debris hauling, other cost savings measures include consolidating vehicle maintenance facilities, creating new position classifications and restructuring the Division in functional groups.

Fleet Services historically provided vehicle towing services for the City's vehicle fleet. Prior to the submission of its managed competition proposal, Fleet Services operated one tow truck with a tow truck operator. During the discussions leading to the submission of the Fleet Services MEGO proposal, the Employee Proposal Team determined that outsourcing towing services on an as-needed basis would result in significant efficiencies and cost savings to the City. The Purchasing & Contracting Department issued a solicitation for services through a competitive RFP process (RFP 10032627-13-W). The Purchasing & Contracting Department Technical Evaluation Committee determined that the proposal submitted by Allied Gardens Towing, Inc. dba RoadOne would provide the best value to the City. RoadOne will be on call 24/7 to provide towing and roadside services, including flat tire change and jump starts, for all city vehicles. The expected cost of the contract is \$50,000.

Ocean Blue will clean and dispose of debris (to include dirt, particles and oil) from Fleet car wash and steam cleaning rack drains. Ocean Blue already has a contract for hazardous waste management with the City and only requires approval for a PO modification to perform the required additional services. The expected cost of the additional work performed is approximately \$12,000.

Fleet Services is seeking Council approval of the RoadOne contract and Ocean Blue purchase order modification pursuant to San Diego Charter section 117(c) which requires that the Council approve any determination by the Mayor that an independent contractor should provide City services as a alternative to the City's classified employees because the contractor will provide services more economically and efficiently that the classified employees while maintaining service quality and protecting the public interest. As a result of this managed competition, the Mayor has determined that the services proposed to be outsourced meet the standard required by the Charter. Fleet Services has satisfied the Meyers Milias Brown Act (MMBA) requirements to meet and confer with AFSCME Local 127 and the Municipal Employees Association (MEA) resulting in signed agreements authorizing these actions.

FISCAL CONSIDERATIONS: This action will authorize the total project estimated cost of \$62,000 of which \$50,000 is estimated for towing road side service with Allied Gardens Towing, Inc. dba RoadOne and \$12,000 is estimated for debris hauling with Ocean Blue Environmental Services. Funds for the action are available for the expenditure requests in Fund 720000, Fleet Services Operating Fund. Expense reductions from these agreements are part of the managed competition savings.

EQUAL OPPORTUNITY CONTRACTING INFORMATION (IF APPLICABLE): This action is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinances (San Diego Municipal Code Sections 22.3501 through 22.3517).

PREVIOUS COUNCIL and/or COMMITTEE ACTION (describe any changes made to the item from what was presented at committee): none

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Allied Gardens Towing dba RoadOne, Ocean Blue Environmental Services, City Departments

Heinrichs, Tony
Originating Department

Chadwick, Scott
Deputy Chief/Chief Operating Officer

The City of San Diego
COMPTROLLER'S CERTIFICATE

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING CC 300006257
 DEPT. NO. _____

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____

Purpose: _____

Date: _____ By: _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: _____ \$62,000.00

Vendor: Line 1: Allied Gardens Towing dba RoadOne Line 2: Ocean Blue Environmental Services

Purpose: Vehicle Towing and Debris Hauling, LINE 1 is for Towing PO and LINE 2 is for Debris Hauling PO.

Date: _____ 7/23/2013 By: Amy Pinion _____
 COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	720000				512059		2113140019		\$50,000.00
2	720000				512059		2113140019		\$12,000.00
TOTAL AMOUNT									\$62,000.00

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Environmental Analysis	ORIG DEPT.	Heinrichs, Tony	7/17/2013
	CFO		
	DEPUTY CHIEF		
	COO		
	CITY ATTORNEY		
	COUNCIL		
	PRESIDENTS OFFICE		

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CC-3000006257 { *Line 1 - \$50,000 for Allied Gardens*
} *Line 2 - \$12,000 for Ocean Environmental*

the City Treasurer; and

2. The Mayor or his designee is authorized to execute an amendment to the agreement with Ocean Blue Environmental Services for car wash debris hauling in an estimated amount of \$12,000 contingent upon the adoption of the Fiscal Year 2014 Appropriation Ordinance and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be on deposit with the City Treasurer

STAFF RECOMMENDATIONS:

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COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: N/A

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Allied Gardens Towing dba RoadOne, Ocean Blue Environmental Services, City Departments

Heinrichs, Tony
Originating Department

Deputy Chief/Chief Operating Officer



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

Bid No. 9075-08-A

REQUEST FOR BID
ADDENDUM A

Closing Date: June 27, 2008
 @ 3:00 pm P.S.T.

Subject: Furnish the City of San Diego with Hazardous Waste Management Service
Timeline: As may be required for a period of one (1) year from date of fully executed contract, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.
Note: Recommended Pre-Bid Conference – See Page 27 for Details
License(s) Required: Various – See Pages 28 and 29 for Details

Company Ocean Blue Environmental Services, Inc. Name Donald Ostrand
 Federal Tax I.D. No. 33-0625817 [PRINT OR TYPE]
 Street Address 3110 Hancock St. Signature* *Donald Ostrand*
 City San Diego Title General Manager
 State CA Zip Code 92110 Date June 27, 2008
 Tel. No. 619-294-6682 Fax No. 619-294-6743 *Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement.
 E-Mail DOSTRAND@OCEAN-BLUE.COM
 If your firm is not located in California, are you authorized to collect California sales tax? Yes No
 If Yes, under what Permit # _____
 City of San Diego Business Tax License #: B2000005252
 SUBMITTED BIDS MUST HAVE AN ORIGINAL SIGNATURE.
 Cash discount terms Net 30 % _____ days. [Terms of less than 20 days will be considered as Net 30 for bid evaluation purposes.]
 State delivery time required: 1 days after receipt of order.

FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:

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

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

PEARL ADAMS/cnn, Senior Procurement Specialist

Phone: (619) 533-6289

Fax: (619) 533-3228

E-mail: PADams@sandiego.gov

II. PRICING PAGE

SCHEDULE I – EMERGENCY RESPONSE RATE SCHEDULE FOR LABOR AND MATERIALS

A. LABOR FEES

Item No.	Qty	U/M	Description	Hourly Rate Unit Cost	Extension
1.	1	HR	Field Chemist Overtime List Rate: <u>90</u> Overnight per diem rate: <u>0</u>	\$ 60.00	\$ 60.00
2.	1	HR	Field Technician Overtime List Rate: <u>75</u> Overnight per diem rate: <u>0</u>	\$ 45.00	\$ 45.00
3.	1	HR	Driver (Class A) Overtime List Rate: <u>90</u> Overnight per diem rate: <u>0</u>	\$ 60.00	\$ 60.00
4.	1	HR	Emergency Response Foreman Overtime List Rate: <u>100</u> Overnight per diem rate: <u>0</u>	\$ 70.00	\$ 70.00
5	1	HR	*The percent of reduction in pricing for same day service to be applied to all Labor pricing: <u>0</u> %		\$ 0.00
TOTAL SECTION A:					\$ 235.00

*Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.

B. MATERIALS

Note: Use of absorbents materials as a part of lab packing hazardous waste is to be included in disposal pricing.

Item No.	Est. Qty	UM	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$ 50.00	\$ 50.00
2.	1	EA	Universal absorbent rolls	\$ 78.00	\$ 78.00
3.	1	BG	Vermiculite (For Spill Clean Up only)	\$ 30.00	\$ 30.00
4.	1	BG	Ultrasorb (For Spill Clean Up only)	\$ 17.50	\$ 17.50
5.	1	EA	Hand Pump (disposable)	\$ 20.00	\$ 20.00
6.	1	RL	Shrink Wrap	\$ 30.00	\$ 30.00
7.	1	RL	Hazard Tape	\$ 26.00	\$ 26.00
8.	1	EA	Triwall Box with liner (one cubic yard)	\$ 158.00	\$ 158.00
9.	1	EA	Coliwassa	\$ 2.00	\$ 2.00
10.	1	EA	Visqueen 6 mil	\$ 60.00	\$ 60.00
11.	1	EA	Duct tape	\$ 7.00	\$ 7.00
12.	1	EA	All other Disposable Supplies will be charged at a Invoice Cost Plus <u>0</u> %		
TOTAL SECTION B:					\$ 478.50

C. EQUIPMENT

Note: Personal protective gear costs for hazardous waste packaging and transportation component of service must be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Level C gear with supplied air and any specialized outer wear.	\$ 68.00	\$ 68.00
2.	1	ST	Level A – Fully encapsulated suit	\$ 125.00	\$ 125.00
3.	1	DY	Cutoff saw (Sawsall)	\$ 30.00	\$ 30.00
4.	1	DY	Portable Lighting	\$ 37.00	\$ 37.00
5.	1	DY	High Pressure Low Volume Washer (with hoses and nozzles)	\$ 200.00	\$ 200.00
6.	1	DY	Generator (gas powered with fuel)	\$ 50.00	\$ 50.00
7.	1	HR	Portable Poly Tank with Containment – 500 gallon size	\$ 5.00	\$ 5.00
8.	1	DY	Backhoe	\$ 260.00	\$ 260.00
9.	1	DY	40 cubic yard Roll Off Container with Tarps & Bows	\$ 26.00	\$ 26.00
10.	1	DY	25 cubic yard Roll Off Container with Tarps & Bows	\$ 26.00	\$ 26.00
11.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$ 25.00	\$ 25.00
12.	1	DY	Confined Space Entry Equipment	\$ 150.00	\$ 150.00
13.	1	DY	Bobcat excavator	\$ 130.00	\$ 130.00
14.	1	DY	Air compressor (175cfm) with hoses and fittings	\$ 125.00	\$ 125.00

Item No.	Est Qty	U/M	Description	Unit Cost	Extension
15.	1	DY	Boom Lift	\$ 200.00	\$ 200.00
16.	1	DY	Ventilation Fan	\$ 121.00	\$ 121.00
17.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Equipment pricing: <u>0</u> %		\$ 0
TOTAL SECTION C:					\$ 1578.00

*Note: Item No. 5 is for informational purposes only and will not be factured into the evaluation of the bid.

B. INSTRUMENTATION

Note: Any use of instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.

Item No.	Est Qty	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$ 150.00	\$ 150.00
2.	1	EA	Three Gas Meter (Combustible Gas, oxygen indicator, hydrogen sulfide)	\$ 150.00	\$ 150.00
3.	1	EA	Field Chemical Identification kit (HazCat)	\$ 21.00	\$ 21.00
TOTAL SECTION D:					\$ 321.00

E. VEHICLES

Note: Any vehicle costs for transportation of containerized hazardous waste (5 gallon – 85 gallon size) component of service are to be included in Disposal pricing.

Item No.	Est Qty	U/M	Description	Unit Cost	Extension
1.	1	DY	Flatbed Truck	\$ 200.00	\$ 200.00
2.	1	DY	Step Van	\$ 200.00	\$ 200.00
3.	1	DY	Pick-up Truck/Passenger Van	\$ 150.00	\$ 150.00
4.	1	DY	Semi-Tractor	\$ 220.00	\$ 220.00
5.	1	DY	Storage Van	\$ 220.00	\$ 220.00
6.	1	DY	Liftgate Truck	\$ 220.00	\$ 220.00
7.	1	DY	Response Vehicle (stocked with items such as non-disposable spill clean up equipment and tools, fire protection, safety and traffic control equipment and materials, decontamination equipment, and any other basic supplies/equipment to perform the activity.	\$ 440.00	\$ 440.00
8.	1	HR	Vacuum Truck – caustic chemical resistant (with hoses and flanges)	\$ 50.00	\$ 50.00
9.	1	HR	Vacuum Truck (with hoses and flanges)	\$ 50.00	\$ 50.00
TOTAL SECTION E:					\$ 1750.00

F. EMERGENCY RESPONSE DISPOSAL

Note: Disposal pricing shall include all necessary materials and equipment needed to complete the activity as described in the Bid for the listed waste types per container size and disposal method specified.

This pricing should included but is not limited to: all equipment and material needed to load containers; HazCat spot testing onsite when necessary; container with lid; labels and labeling; prepared disposal documentation; vehicle used in transportation to a storage facility and to an approved disposal facility; and disposal of the listed waste types per container size and disposal method specified.

Item No.	Est Qty	U/M	Description	Disposal Method	Unit Cost	Extension
1.	1	GL	Aerosols – non flammable (corrosive) 5 gallon container	DI	\$ 65.00	\$ 65.00
2.	1	GL	Aerosols – non flammable (poison) 5 gallon container	DI	\$ 92.75	\$ 92.75
3.	1	GL	Aerosols – flammable 5 gallon container	DI	\$ 92.75	\$ 92.75
4.	1	GL	Aerosols – flammable 55 gallon container	DI	\$ 313.80	\$ 313.80
5.	1	GL	Antifreeze, Lab Pack, 30 gallon container	Recycle*	\$ 135.00	\$ 135.00
6.	1	GL	Corrosive Liquid, inorganic – Lab Pack 5 gallon container	Treat**	\$ 92.75	\$ 92.75
7.	1	GL	Corrosive Liquid, inorganic – Lab Pack 55 gallon container	Treat**	\$ 300.00	\$ 300.00

Item No.	Est Qty	U/M	Description	Disposal Method	Unit Cost	Extension
8.	1	GL	Corrosive Liquid, (Ferric or Ferrous Chloride solution), bulk, (vacuum truck or storage container costs separate)	Treat**	\$ 1.73	\$ 1.73
9.	1	GL	Corrosive Liquid, (Sodium Hydroxide solution), bulk, (vacuum truck or storage container costs separate)	Treat**	\$ 1.73	\$ 1.73
10.	1	GL	Debris – RCRA solids with gasoline (not UST generated), bulk 5 gallon container	DI	\$ 81.25	\$ 81.25
11.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 55 gallon container	DI	\$ 357.50	\$ 357.50
12.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 5 gallon container	DI	\$ 81.25	\$ 81.25
13.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 55 gallon container	Recycle	\$ 175.00	\$ 175.00
14.	1	Ton	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk (cubic yard bin and tractor trailer truck transportation costs separate)	HW Landfill - Class 1	\$ 43.78	\$ 43.78
15.	1	GL	Empty Drums – Non RCRA, 55 gallon metal container *HW Landfill Pricing can be substituted if Reconditioning is not available	Recon*	\$ 63.75	\$ 63.75

Item No.	Est Qty	U/M	Description	Disposal Method	Unit Cost	Extension
16.	1	GL	Flammable Liquids, bulk, 5 gallon container	ALT Fuel*	\$ 64.00	\$ 64.00
17.	1	GL	Flammable Liquids, Lab Pack, 55 gallon container	ALT Fuel*	\$ 271.25	\$ 271.25
18.	1	GL	Latex Paint, Lab Pack, 55 gallon container	Recycle*	\$ 236.75	\$ 236.75
19.	1	GL	Latex Paint, Lab Pack, 30 gallon container	Recycle*	\$ 161.85	\$ 161.85
20.	1	GL	Latex Paint, bulk, 5 gallon container	Recycle*	\$ 58.25	\$ 58.25
21.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 5 gallon container	Treat	\$ 84.70	\$ 84.70
22.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 55 gallon container	Treat	\$ 351.75	\$ 351.75
23.	1	GL	Non-RCRA solids with heavy metals, Bulk, 5 gallon container	DI	\$ 84.70	\$ 84.70
24.	1	GL	Non-RCRA solids with heavy metals bulk, 55 gallon container	DI	\$ 357.50	\$ 357.50
25.	1	GL	Oil (used), no solvent contamination, bulk, 5 gallon container	Recycle	\$ 52.50	\$ 52.50
26.	1	GL	Oil (used), no solvent contamination, bulk, 55 gallon container	Recycle	\$ 156.25	\$ 156.25
27.	1	GL	Oil (used), no solvent contamination, Lab Pack, 5 gallon container	Recycle	\$ 81.25	\$ 81.25
28.	1	GL	Oil (used), no solvent contamination, Lab Pack, 55 gallon container	Recycle	\$ 156.25	\$ 156.25

Item No.	Est Qty	U/M	Description	Disposal Method	Unit Cost	Extension
29.	1	GL	Oil (used) solvent contaminated, bulk, 5 gallon container	DI	\$ 73.20	\$ 73.20
30.	1	GL	Oil (used) solvent contaminated, bulk 55 gallon container	DI	\$ 201.10	\$ 201.10
31.	1	GL	Oil (used) solvent contaminated, lab pack 5 gallon container	DI	\$ 87.00	\$ 87.00
32.	1	GL	Oil (used) solvent contaminated, lab pack 55 gallon container	DI	\$ 201.10	\$ 201.10
33.	1	GL	Oil-Based Paints, Lab Pack, 55 gallon container	DI	\$ 271.25	\$ 271.25
34.	1	GL	Oil-Based Paints, Lab Pack, 30 gallon container	DI	\$ 248.10	\$ 248.10
35.	1	GL	Oxidizing Liquids, Lab Pack, 55 gallon container	Treat**	\$ 401.20	\$ 401.20
36.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, (vacuum truck transportation costs separate)	Treat**	\$ 2.74	\$ 2.74
37.	1	GL	Poison Solids, Lab Pack, 5 gallon container	DI	\$ 99.65	\$ 99.65
38.	1	GL	Poison Solids, Lab Pack, 30 gallon container	DI	\$ 212.45	\$ 212.45
39.	1	GL	Poison Liquids, Lab Pack, 5 gallon container	DI	\$ 99.65	\$ 99.65

Item No.	Qty	Unit	Description	Disposal Method	Unit Cost	Extension
40.	1	GL	Poison Liquids, Lab Pack, 30 gallon container	DI	\$ 212.45	\$ 212.45
41.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 5 gallon container	DI	\$ 84.70	\$ 84.70
42.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 55 gallon container	DI	\$ 357.50	\$ 357.50
43.	1	HR	*The percent of reduction in pricing for same day service to be applied to all Disposal pricing: 0 %			\$ 0
TOTAL SECTION F:						\$ 6567.13

*Note: Item No. 5 is for informational purposes only and will not be factored into the evaluation of the bid.

TERMS:

Alt Fuel = Alternative Fuel for Destructive Incinerator

DI = Destructive Incineration

HW Landfill = Class I Hazardous Waste Landfill for Solid Wastes

Recon = Reconditioning of Drums for Reuse of the Drum

Recycle = Reuse of the Waste to Produce New Products (Disposal Codes)

Treat = Treatment prior to discharge to sewer (Liquids), Hazardous Waste Landfill (Solids) or other designated treatment method rendering the Waste Non-Hazardous

* Destructive Incineration pricing can be substituted if recycling, reconditioning, or alternative fuel option listed is not available.

** Destructive Incineration pricing can be substituted if neutralization or treatment option listed is not available



3110 Hancock St.
San Diego, CA 92110

Ph: (619) 294-6682
Fx: (619) 294-6743

2.2

Routine/Scheduled Hazardous Waste Services Rate Schedule

SCHEDULE II - ROUTINE/SCHEDULED HAZARDOUS WASTE SERVICES RATE SCHEDULE

G. LABOR FEES

Note: Any labor costs for routine/scheduled hazardous waste pick up component of service is to be included in disposal pricing.

Item No.	L/M	Est Qty	Description	Hourly Rate Unit Cost	Extension
1.	HR	1	Field Chemist Overtime List Rate: <u>90</u> Overnight per diem rate: <u>0</u>	\$ 60.00	\$ 60.00
2.	HR	1	Field Technician Overtime List Rate: <u>75</u> Overnight per diem rate: <u>0</u>	\$ 45.00	\$ 45.00
3.	HR	1	Driver (Class A) Overtime List Rate: <u>90</u> Overnight per diem rate: <u>0</u>	\$ 60.00	\$ 60.00
4.	HR	1	Emergency Response Foreman Overtime List Rate: <u>100</u> Overnight per diem rate: <u>0</u>	\$ 70.00	\$ 70.00
TOTAL SECTION G:					\$ 235.00

H. MATERIALS

Note: Use of absorbent materials as a part of lab packing hazardous waste is to be included in Disposal pricing.

Item No.	Est. Qty	U/M	Description	Unit Cost	Extension
1.	1	EA	Hydrophobic absorbent rolls	\$ 50.00	\$ 50.00
2.	1	EA	Universal absorbent rolls	\$ 78.00	\$ 78.00
3.	1	BG	Vermiculite (For Spill Clean Up only)	\$ 30.00	\$ 30.00
4.	1	BG	Ultrasorb (For Spill Clean Up only)	\$ 17.50	\$ 17.50
5.	1	EA	Hand Pump (disposable)	\$ 20.00	\$ 20.00
6.	1	RL	Shrink Wrap	\$ 30.00	\$ 30.00
7.	1	RL	Hazard Tape	\$ 26.00	\$ 26.00
8.	1	EA	Triwall Box with liner (one cubic yard)	\$ 158.00	\$ 158.00
9.	1	EA	Coliwassa	\$ 2.00	\$ 2.00
10.	1	EA	Visqueen 6 mil	\$ 60.00	\$ 60.00
11.	1	EA	All other Disposable Supplies will be charged at a Invoice Cost Plus <u>15</u> %		
TOTAL SECTION H:					\$ 471.50

I. EQUIPMENT

Note: Personal protective gear costs for packaging and transporting hazardous waste component of service is to be included in Disposal pricing.

Item No.	Est. Qty.	U/M	Description	Unit Cost	Extension
1.	1	ST	Level B – Level C with supplied air and any specialized outer wear.	\$ 68.00	\$ 68.00
2.	1	ST	Level A – Fully encapsulated suit	\$ 125.00	\$ 125.00
3.	1	DY	Cutting saw (Sawsall)	\$ 30.00	\$ 30.00
4.	1	DY	Portable Lighting	\$ 37.00	\$ 37.00
5.	1	DY	High Pressure Low Volume Washer	\$ 200.00	\$ 200.00
6.	1	DY	Generator (gas powered)	\$ 50.00	\$ 50.00
7.	1	DY	Ventilation Fan	\$ 121.00	\$ 121.00
8.	1	DY	Portable Poly Tank – 500 gallon size	\$ 40.00	\$ 40.00
9.	1	DY	Backhoe	\$ 425.00	\$ 425.00
10.	1	DY	40 cubic yard Roll Off Bin with tarp and bows	\$ 26.00	\$ 26.00
11.	1	DY	25 cubic yard Roll Off Bin with tarp and bows	\$ 26.00	\$ 26.00
12.	1	DY	Confined Space Entry Equipment	\$ 150.00	\$ 150.00
13.	1	DY	Chemical Diaphragm Pump (designed for corrosive materials)	\$ 25.00	\$ 25.00

Item No.	Est Qty	U/M	Description	Unit Cost	Extension
14.	1	DY	Bobcat excavator	\$ 311.00	\$ 311.00
15.	1	DY	Air compressor (175cfm) with hoses and fittings	\$ 216.00	\$ 216.00
16.	1	DY	Boom Lift	\$ 200.00	\$ 200.00
TOTAL SECTION I:					\$ 2050.00

J. INSTRUMENTATION

Note: Use of Instrumentation and field chemical identification kit during hazardous waste packaging component of service is to be included in Disposal pricing.,

Item No.	Est Qty	U/M	Description	Unit Cost	Extension
1.	1	EA	Organic Vapor Analyzer (PID)	\$ 150.00	\$ 150.00
2.	1	EA	Three Gas Meter (Combustible Gas/oxygen indicator, hydrogen sulfide)	\$ 150.00	\$ 150.00
3.	1	EA	Field Chemical Identification kit (HazCat)	\$ 21.00	\$ 21.00
TOTAL SECTION J:					\$ 321.00

K. VEHICLES

Note: Vehicle costs for transporting hazardous waste (5 gallon – 55 gallon size) component of service is to be included in Disposal pricing)

Item No.	Est. Qty	U/M	Description	Unit Cost	Extension
1.	1	DY	Stakebed Truck	\$ 200.00	\$ 200.00
2.	1	DY	Step Van	\$ 200.00	\$ 200.00
3.	1	DY	Pick-up Truck/Passenger Van	\$ 150.00	\$ 150.00
4.	1	DY	Semi-Tractor	\$ 220.00	\$ 220.00
5.	1	DY	Storage Van	\$ 220.00	\$ 220.00
6.	1	HR	Vacuum Truck with hoses and flanges	\$ 50.00	\$ 50.00
7.	1	DY	Supply Vehicle (stocked with items such as non-disposable tools, basic fire protection, safety equipment and any other basic supplies/equipment to perform the activity.	\$ 440.00	\$ 440.00
8.	1	DY	Liftgate Truck	\$ 220.00	\$ 220.00
9.	1	DY	Other Equipment	\$ 0	\$ 0
TOTAL SECTION K:					\$ 1700.00

L. CONTAINERS

Note: Costs of containers used in hazardous waste disposals must be included in disposal pricing. Container pricing below is only for other uses.

Item No.	Est. Qty	U/M	Description	Unit Cost	Extension
1.	1	GL	Poly 55 Gallon Drum- open top, 1H2 (new)	\$ 56.00	56.00
2.	1	GL	Poly 30 Gallon Drum - open top, 1H2 (new)	\$ 42.00	\$ 42.00
3.	1	GL	Poly 15 Gallon Drum- open top, 1H2 (new)	\$ 35.00	\$ 35.00
4.	1	GL	Poly 5 Gallon Drum- open top, 1H2 (new)	\$ 15.00	\$ 15.00
5.	1	GL	Metal 55 Gallon Drum – open top, 1A2 (new)	\$ 51.00	\$ 51.00
6.	1	GL	Metal 55 Gallon Drum – open top, 1A2 (recon)	\$ 45.00	\$ 45.00
7.	1	GL	Metal 30 Gallon Drum – open top, 1A2 (new)	\$ 68.00	\$ 68.00
8.	1	GL	Metal 30 Gallon Drum – open top, 1A2 (recon)	\$ 40.00	\$ 40.00
9.	1	GL	Metal 15 Gallon Drum.– open top, 1A2 (new)	\$ 61.00	\$ 61.00
10.	1	GL	Metal 15 Gallon Drum – open top, 1A2 (recon)	\$ 61.00	\$ 61.00
11.	1	GL	Metal 5 Gallon Drum – open top, 1A2 (new)	\$ 13.00	\$ 13.00
12.	1	GL	Metal 5 Gallon Drum- open top, 1A2 (recon)	\$ 13.00	\$ 13.00
TOTAL SECTION L:					\$ 500.00

M. ROUTINE/SCHEDULED HAZARDOUS WASTE DISPOSAL SERVICE

Item No.	Est Qty	U/M	Description	Disposal Method	Unit Cost	Extension
1.	1	GL	Aerosols – non flammable (corrosive) 5 gallon container	DI	\$ 95.00	\$ 95.00
2.	1	GL	Aerosols – non flammable (poison) 5 gallon container	DI	\$ 122.75	\$ 122.75
3.	1	GL	Aerosols – flammable 5 gallon container	DI	\$ 122.75	\$ 122.75
4.	1	GL	Aerosols – flammable 55 gallon container	DI	\$ 343.80	\$ 343.80
5.	1	GL	Combustible liquid- Bulk (asphalt emulsion), 55 gallon container	DI	\$ 397.85	\$ 397.85
6.	1	GL	Corrosive Liquid – Lab pack (combined sulfuric acid and mercury waste) 5 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat/ Recycling*	\$ 186.00	\$ 186.00
7.	1	GL	Corrosive Liquid, inorganic – Lab Pack 5 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 122.75	\$ 122.75
8.	1	GL	Corrosive Liquid, inorganic – Lab Pack 55 gallon container * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 330.00	\$ 330.00

Item No.	Est Qty	U/M	Description	Disposal Method	Unit Cost	Extension
9.	1	GL	Corrosive Liquid, (Ferric or Ferrous Chloride solution), bulk, (vacuum truck or storage container costs separate) * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 1.73	\$ 1.73
10.	1	GL	Corrosive Liquid, (Sodium Hydroxide solution), bulk, (vacuum truck or storage container costs separate) * Destructive Incineration pricing can be substituted if neutralization is not available	Treat*	\$ 1.73	\$ 1.73
11.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 5 gallon container	DI	\$ 111.25	\$ 111.25
12.	1	GL	Debris – RCRA solids contaminated with gasoline (not UST generated), bulk 55 gallon container	DI	\$ 387.50	\$ 387.50
13.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 5 gallon container	DI	\$ 103.20	\$ 103.20
14.	1	GL	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk 55 gallon container	Recycle	\$ 205.00	\$ 205.00
15.	1	Ton	Debris – Non-RCRA solids contaminated with oil and/or diesel (not UST generated), bulk (cubic yard bin and tractor trailer truck transportation costs separate)	HW Landfill	43.78	43.78

Item No	Est Qty	U/M	Description	Disposal Method	Unit Cost	Extension
16.	1	GL	Empty Drums – Non RCRA, 55 gallon metal container *HW Landfill Pricing can be substituted if Reconditioning is not available	Recon*	\$ 93.75	\$ 93.75
17.	1	GL	Flammable Liquids, bulk, 55 gallon container * Destructive Incineration pricing can be substituted if alternative fuel option is not available	ALT Fuel*	\$ 231.10	\$ 231.10
18.	1	GL	Flammable Liquids, Lab Pack, 55 gallon container *Destructive Incineration pricing can be substituted if alternative fuel option is not available	ALT Fuel*	\$ 301.25	\$ 301.25
19.	1	GL	Latex Paint, Lab Pack, 55 gallon container *Destructive Incineration pricing can be substituted if recycling is not available	Recycle*	\$ 266.75	\$ 266.75
20.	1	GL	Latex Paint, Lab Pack, 30 gallon container *Destructive Incineration pricing can be substituted if recycling is not available.	Recycle*	\$ 192.75	\$ 192.75
21.	1	Ton	Non-RCRA Solid (pH <2.0) Activated Carbon, cubic yard bin (Tractor Trailer Transportation charge and any additional Landfill taxes/fees are separate)	HW Landfill	\$ 29.90	\$ 29.90

Item No.	Est. Qty.	U/M	Description	Disposal Method	Unit Cost	Extension
22.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 5 gallon container	Treat	\$ 114.70	\$ 114.70
23.	1	GL	Non-RCRA Liquids (such as cleaners) Lab Pack, 55 gallon container	Treat	\$ 381.75	\$ 381.75
24.	1	GL	Non-RCRA solids with heavy metals Bulk, 5 gallon container	DI	\$ 114.70	\$ 114.70
25.	1	GL	Non-RCRA solids with heavy metals bulk, 55 gallon container	DI	\$ 387.50	\$ 387.50
26.	1	GL	Oil-Based Paints, Lab Pack, 55 gallon container	DI	\$ 301.25	\$ 301.25
27.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, 55 gallon container * Destructive Incineration pricing can be substituted if treatment is not available.	Treat*	\$ 431.20	\$ 431.20
28.	1	GL	Oxidizing Liquids (hypochlorite solution), bulk, (vacuum truck transportation and bulk container costs are separate) * Destructive Incineration pricing can be substituted if treatment is not available.	Treat*	\$ 2.25	\$ 2.25
29.	1	GL	Poison Solids, Lab Pack, 5 gallon container	DI	\$ 129.65	\$ 129.65

Item No.	Est. Qty	U/M	Description	Disposal Method	Unit Cost	Extension
30.	1	GL	Poison Solids, Lab Pack, 30 gallon container	DI	\$ 243.35	\$ 243.35
31.	1	GL	Poison Liquids, Lab Pack, 5 gallon container	DI	\$ 188.71	\$ 188.71
32.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 5 gallon container	DI	\$ 114.70	\$ 114.70
33.	1	GL	RCRA Solid, Debris with heavy metals, bulk, 55 gallon container	DI	\$ 387.50	\$ 387.50
34.	1	GL	Road Flares (Fusee), bulk, 5 gallon container *Destructive incineration pricing may be substituted if Treatment is not available	Treat*	\$ 159.45	\$ 159.45
TOTAL SECTION M:						\$ 6647.30
TOTAL SECTIONS A-M:						\$ 22,854.43



3110 Hancock St.
San Diego, CA 92110

Ph: (619) 294-6682
Fx: (619) 294-6743

3.1 – 3.15

PERMITS, LICENSES & REGISTRATIONS

California Contractors State License Board – “A” General Engineering Contractor
License #709140 with HAZ endorsement

California Department of Consumer Affairs – Hazardous Substance Removal and
Remedial Actions Certification #709140

California Highway Patrol Hazardous Material Transportation License – License
#111486, Control #181440

Dept. of California Highway Patrol – Assignment of Carrier Identification Number -
Carrier #119128

California Department of Motor Vehicles – Motor Carrier Permit #CA-0119128

U.S. Environmental Protection Agency – ID #CAD983608258

U.S. Department of Transportation – ID #USDOT696231

U.S. Department of Transportation – Hazardous Materials Certificate of Registration
(2007-2010) Reg. No. 062507 005 007PR

California Department of Health Services – Medical Waste Transporter,
Registration #3354

California Department of Toxic Substance Control – Transporter Registration #3354

California Department of Health Services – Trauma Scene Waste Management
Practitioner ID #256

California Integrated Waste Management Board – Waste Tire Hauler TPID #1003834

California Highway Patrol – Certificate of Achievement

U.S. Coast Guard – BOA Certificate

California Department of Fish & Game, Office of Spill Prevention – Certificate of
Financial Responsibility (over-the-Water Permit) #30753



City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

CONTRACTOR IDENTIFICATION

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

Name of Company: Allied Gardens Towing, Inc.

AKA/DBA: RoadOne

Address (Corporate Headquarters, where applicable): 3821 Calle Fortunada Suite A

City San Diego County San Diego State CA Zip 92123

Telephone Number: (858) 492-5218 FAX Number: (858) 492-5298

Name of Company CEO: Steve Bishop (President)

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

Address: See attached list of company facilities

City County State Zip

Telephone Number: () FAX Number: ()

Type of Business: Towing Type of License: Business 1999000070

The Company has appointed: Brad Ramsey

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

Address: 3821 Calle Fortunada Ste A, San Diego, CA 92123

Telephone Number: (858) 492-5201 FAX Number: (858) 492-5298

- [x] One San Diego County (or Most Local County) Work Force - Mandatory
[] Branch Work Force *
[] Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Allied Gardens Towing, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this 20th day of 20 February 2013

[Signature]
(Authorized Signature)

Steve Bishop (President)
(Print Authorized Signature)

WORK FORCE REPORT – NAME OF FIRM: Allied Gardens Towing, Inc. DATE: 1/30/2013

OFFICE(S) or BRANCH(ES): _____ COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial			1								3			
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support			1								1	3		
Services	1	1	12	9							14	1		
Crafts			1								2			
Operative Workers														
Transportation	4		28		2						19	4		
Laborers*														

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

Totals Each Column	5	1	43	9	2						39	8		
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Grand Total All Employees 107

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled														
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Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Allied Gardens Towing, Inc.

DATE: 1/30/2013

OFFICE(S) or BRANCH(ES): _____

COUNTY: San Diego

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

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

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm’s work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm’s Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Station #	Address	City	County	State/Zip Code	Phone #	Fax #
1	123 35th St.	San Diego	San Diego	CA 92102	619-234-3276	619-233-1624
8	3821 Calle Fortunada Suite A	San Diego	San Diego	CA 92123	858-492-5200	858-492-5298
10	2444 Barham Pl.	Escondido	San Diego	CA 92025	760-746-6501	760-746.6553
11	13117 Quarte Ct.	Poway	San Diego	CA 92064	858-748-4160	858-748-8168
12	1205 South Coast Hwy.	Encinitas	San Diego	CA 92024	760-753-7840	760-753-7871
14	4334 Sheridan Lane	San Diego	San Diego	CA 92120	619-562-4062	619-563-4099
15	1357 Pioneer Way	El Cajon	San Diego	CA 92020	619-444-9495	619-444-3919
16	15289 Old Highway 80	El Cajon	San Diego	CA 92020	619-390-8609	619-390-8539
17	1501 North Coast Hwy.	Oceanside	San Diego	CA 92054	760-757-3293	760-722-8826

ATTACHMENT BB

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF CONTRACT	DOLLAR AMOUNT OF CONTRACT	SLBE/ELBE (S/MBE/ WBL/DBL/ DVBE/OBE)	** WHERE CERTIFIED
American Towing and Dismantling, Inc. 140 Reed Court. Chula Vista, CA 91911	Light duty tows Roadside asst.	20%	TBD	ELBE, MBE, DBE	City of SD

* Listed for informational purposes only.
 ** Contractor shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

- List of Abbreviations:
- | | |
|--|------|
| Certified Minority Business Enterprise | MBE |
| Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE |
| Small Local Business Enterprise | SLBE |
| Emerging Local Business Enterprise | ELBE |



February 20, 2013

City of San Diego
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: Subcontractor Commitment Letter

American Towing and Dismantling, Inc. (American Towing) is fully qualified and committed to providing the services required in RFP NO: 10032627-13-W, "Towing Services for City Owned Vehicles" as Subcontractor for Allied Gardens Towing, Inc. . American Towing has reviewed the RFP and agrees to perform all services in compliance with each of the terms and conditions as stated and/or referenced in the RFP and any resultant Agreement. We are familiar with the SOW and provide similar services to many existing customers. We provide services on a 24 hour, 7 days a week basis. American Towing is a certified ELBE (MBE and DBE as well) with the City of San Diego.

American Towing will perform primarily light duty towing for City Owned Vehicles as needed and requested in the South Bay area. We will also respond as needed to other service request in regards to this Agreement. The anticipated volume of work will be up to 20% of the contract.

Regards,

Rudy Mercado
President
American Towing & Auto Dismantling, Inc.



PHONE: (858) 492-5200

February 20, 2013

City of San Diego
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: Subcontractor Commitment Letter

A to Z Enterprises, Inc. (RoadOne) is fully qualified and committed to providing the services required in RFP NO: 10032627-13-W, "Towing Services for City Owned Vehicles" as Subcontractor for Allied Gardens Towing, Inc. . RoadOne has reviewed the RFP and agrees to perform all services in compliance with each of the terms and conditions as stated and/or referenced in the RFP and any resultant Agreement. We are familiar with the scope of services and provide similar services to many existing customers. We provide services on a 24 hour, 7 days a week basis.

RoadOne will perform towing services for City Owned Vehicles as needed and requested throughout the San Diego area. We are capable of providing any and all the services anticipated in the RFP including heavy duty and trailer work for fire trucks and other equipment. We understand our percentage of use or work will vary and is not based on a guarantee which is currently expected to be less than 20%.

Regards,

A handwritten signature in black ink, appearing to read 'Brad Ramsey'.

Brad Ramsey
Vice President
A to Z Enterprises, Inc.
(858) 492-5201 Direct

3821 Calle Fortunada, Ste. A
San Diego, CA 92123

Attachment CC

CONTRACT ACTIVITY REPORT

Contractors are required by contract to report SubContractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: _____ **PRIME CONTRACTOR:** _____
CONTRACT AMOUNT: _____ **INVOICE PERIOD:** _____ **DATE:** _____

Include Additional Services Not-to-Exceed Amount

SubContractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by: _____



City of San Diego

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 235-5209

WORK FORCE REPORT

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

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

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

Name of Company: Ocean Blue Environmental Services, Inc.

ADA/DBA: _____

Address (Corporate Headquarters, where applicable): 925 W. Esther St.

City: Long Beach County: USA State: CA Zip: 90813

Telephone Number: (562) 624-4120 Fax Number: (562) 684-4127

Name of Company CEO: Maria Lee

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

Address: 3110 Hancock St

City: San Diego County: USA State: CA Zip: 92110

Telephone Number: (619) 294-6682 Fax Number: (619) 294-6743

Type of Business: Environmental Type of License: Contractor

The Company has appointed: Moonho Lee

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

Address: 925 W. Esther St. Long Beach, CA 90813

Telephone Number: (562) 624-4120 Fax Number: (562) 684-4127

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force *
- Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Ocean Blue Environmental Services, Inc.

San Diego, CA (Firm Name) (County) (State) hereby certify that information provided

herein is true and correct. This document was executed on this 23 day of July, 2013

Donald Ostrand
(Authorized Signature)

Donald Ostrand
(Print Authorized Signature Name)

WORK FORCE REPORT – Page 2

NAME OF FIRM: Ocean Blue Environmental Services, Inc DATE: 7/23/13

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

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

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

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial												1		
Professional														
A&E, Science, Computer														
Technical														
Sales														
Administrative Support													1	
Services											4			
Crafts														
Operative Workers														
Transportation	1													
Laborers*														

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

Totals Each Column	1										5	1		
--------------------	---	--	--	--	--	--	--	--	--	--	---	---	--	--

Grand Total All Employees 7

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

WORK FORCE REPORT – Page 3

NAME OF FIRM: Ocean Blue Environmental Services, Inc DATE: 7/23/13

OFFICE(S) or BRANCH(ES): San Diego COUNTY: San Diego

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

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

TRADE OCCUPATIONAL CATEGORY	(1) Black		(2) Hispanic		(3) Asian		(4) American Indian		(5) Filipino		(6) White		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Grand Total All Employees N/A

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

DOCKET ACTION SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: July 24, 2013
SUBJECT: Vehicle Towing and Debris Hauling Contracts	

GENERAL CONTRACT INFORMATION

Recommended Contractors: **RoadOne** (Allied Gardens Towing Inc, Non-Certified) RFP 10032627-13-W
Amount of this Action: \$ 50,000.00

Recommended Contractors: **Ocean Blue Environmental** (Non-Certified)
Amount of this Action: \$ 12,000.00 Fourth Amendment Bid No. 9075
 Previous Actions Total: \$ 1,858,377.55
 Cumulative Total Amount: \$ 1,870,377.55

Total Amount of this Action: \$ 62,000.00

Funding Source: City of San Diego

Goals: 20% Voluntary SLBE/ELBE

SUBCONTRACTOR PARTICIPATION - ROAD-ONE

	<u>This Request</u>	<u>Percent</u>
American Towing & Dismantling Inc. (ELBE, M Hisp)	\$ 10,000.00	20.00%
Total Certified Sub Participation	\$ 10,000.00	20.00%
Total Subcontractor Participation	\$ 10,000.00	20.00%

SUBCONTRACTOR PARTICIPATION - OCEAN BLUE

	<u>This Request</u>	<u>Percent</u>	<u>Cumulative</u>	<u>Percent</u>
Chemical Waste Management, Inc. (Not certified)	\$ 0.00	0.00%	\$ 557,293.10	29.79%
Total Certified Sub Participation	\$ 0.00	0.00%	\$ 0.00	0.00%
Total Subcontractor Participation	\$ 0.00	0.00%	\$ 557,293.10	29.79%

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE – ROAD-ONE

Equal Opportunity: Required

Allied Gardens Towing, Inc (RoadOne) submitted a Work Force Report for their San Diego employees dated, February 20, 2013 indicating 107 employees in their Administrative Work Force. The firms Work Force Analysis reflects under representations in the following categories:

- Asian in Services
- Filipino in Services and Transportation

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE – OCEAN BLUE

Equal Opportunity: Required

Ocean Blue Environmental submitted a Work Force Report for their San Diego employees dated, July 23, 2013 indicating 7 employees in their Administrative Work Force.

The firm has fewer than 15 employees in their Administrative Work Force and, therefore, is exempt from the employment category goals.

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2708) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

ADDITIONAL COMMENTS

This item is to authorize the Mayor or his designee to execute an agreement with Allied Garden Towing, Inc. DBA RoadOne to provide City Owned vehicle towing services in an estimated amount \$50,000.

This item is to authorize the Mayor or his designee to execute an amendment to the agreement with Ocean Blue Environmental Services for car wash debris hauling in an estimated amount of \$12,000.

RW

Contract Form

This contract is entered into by the City of San Diego, a municipal corporation (“City”), and [contractor] (“Contractor”) for the scope of services specified herein. For good and valuable consideration, the sufficiency of which is acknowledged, the City and Contractor agree as follows:

- A. The Contractor shall perform the services described in Section C – Scope of Services in return for payment by the City set forth in Section B – Price Schedule, all in accordance with the terms and conditions set forth in the Contract Documents consisting of Sections A through J and the Contractor’s Proposal, incorporated herein by reference.
- B. It is the intent of the Contract Documents to completely describe the services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, or equipment such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section B.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

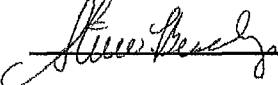
- B.1 This Contract Form and Section A (Signature Page).
- B.2 Section C (Scope of Services).
- B.3 Section B (Price Schedule).
- B.4 Section H (Special Contract Requirements)
- B.5 Section I (General Contract Clauses)
- B.6 Sections D (Packaging and Marking), E (Inspection and Acceptance), F (Deliveries or Performance), and G (Contract Administration Data).
- B.7 Section J (List of Attachments, Exhibits or Appendices).
- B.8 Contractor’s Proposal.

- C. Once the City issues a letter of Award to the Contractor, the Contractor is required to provide any requisite information or documents prior to contract execution as specified in Section L of this RFP, such as certificates of insurance, bonds, or business license, to the Purchasing & Contracting Department within ten (10) calendar days. Failure to provide requisite information or documents may result in the Contractor being rejected as non-responsive.
- D. Contractor shall be bound by and shall perform in strict conformity with the terms and conditions of this contract.

- E. For such performances, the City shall pay to Contractor the amounts set forth at the times and in the manner as are provided for in this contract. The total amount paid to Contractor under this contract shall not exceed \$ 50,000 for the initial one year term unless the City notifies Contractor in writing that additional funding has been authorized. Contractor is not obligated to provide goods or services in excess of this amount unless additional funding is authorized, and does so at its own risk until written notice is received from the City. Contractor shall promptly notify the City in writing if it reasonably anticipates the cost to the City will exceed this amount during the initial one year term (or the authorized amount for any option year), so that the City may request additional funding, reduce its consumption or seek additional sources of the goods or services.

- F. This contract shall be for a period of one (1) year effective on the date as specified in a Notice to Proceed letter which will be issued by Purchasing & Contracting Department only after this contract has been executed by the last party to sign the Signature Page (Section A), and approved by the City Attorney in accordance with San Diego Charter Section 40, with options to extend for four(4) additional one (1) year periods in accordance with Section I.05 of this contract.

**SECTION A
SIGNATURE PAGE**

1. Contract No.:	2. RFP No.: 10032627-13-W	
3. Contract Title: Towing Services for City Owned Vehicles		
4. Contract Amount: \$ 2,040.00 <i>NTE \$50,000</i>	Prompt Payment Discount Terms: <u>NA</u> % <u>NA</u> Days	
5. Term of Contract:		
6. Contractor Name: Allied Gardens Towing, Inc. Address: 3821 Calle Fortunada Suite A City/State/Zip: San Diego, CA 92123 Telephone: (858) 492-5218 Contact: Steve Bishop E-Mail Address: Steve.Bischoep@roadonewest.com The City of San Diego Business Tax License Number: B1974015417 Federal Tax ID Number: 62-1735260		
7. Contract Table of Contents		
Section A: Signature Page		
Section B: Price Schedule		
Section C: Scope of Services		
Section D: Packaging and Marking (Reserved)		
Section E: Inspection and Acceptance		
Section F: Deliveries or Performance		
Section G: Contract Administration Data		
Section H: Special Contract Requirements		
Section I: General Contract Clauses		
Section J: List of Attachments, Exhibits, or Appendices		
Contractor's Proposal		
8. Signature of Authorized Representative/Contractor  <hr/> Steve Bishop (Print Name) <hr/> President (Title) <hr/> 2/20/2013 (Date)	9. Signature of The City of San Diego Purchasing Agent <hr/> <hr/> (Print Name) <hr/> <hr/> (Title) <hr/> <hr/> (Date)	10. Signature of The City of San Diego City Attorney <hr/> Approved for Form and Legality <hr/> (Print Name) <hr/> (Title) <hr/> (Date)

**SECTION B
PRICE SCHEDULE**

A. PRICE SCHEDULE INSTRUCTIONS FOR SCOPE OF SERVICES AS SPECIFIED IN SECTION C

PRICING SCHEDULE

B. TOWING/HAULING SERVICES – 14,000 GVW AND UNDER

Item No.	Quantity	Unit of measure	Description	Unit Cost	Extension
1	18	EA	Hook Up Fee	\$ NA	\$ NA
2	12	Miles	Towing Fee / Per Mile	\$ 15.00	\$ 180.00
			Or Use NA if not offering as option		
3	18	EA	Flat or Set Fee Per Tow	\$ NA	\$ NA
4	18	EA	Driveline Removal	\$ NA	\$ NA
5	18	EA	*Standby Time	\$ 2.00	\$ 36.00
Total B:					\$ 216.00

C. TOWING/HAULING SERVICES – 14,000 GVW - 30,000 GVW (SINGLE REAR AXLE)

1	28	EA	Hook Up Fee	\$ NA	\$ NA
2	12	Miles	Towing Fee / Per Mile	\$ 25.00	\$ 300.00
			Or Use NA if not offering as option		
3	28	EA	Flat or Set Fee Per Tow	\$ NA	\$ NA
4	28	EA	Driveline Removal	\$ NA	\$ NA
5	28	EA	*Standby Time	\$ 2.00	\$ 56.00
Total C:					\$ 356.00

D. TOWING/HAULING SERVICES – 30,000 GVW + (TANDEM REAR AXLE)

1	172	EA	Hook Up Fee	\$ NA	\$ NA
2	12	Miles	Towing Fee / Per Mile	\$ 35.00	\$ 420.00
			Or Use NA if not offering as option		
3	172	EA	Flat or Set Fee Per Tow	\$ NA	\$ NA
4	172	EA	Driveline Removal	\$ NA	\$ NA
5	172	EA	*Standby Time	\$ 3.00	\$ 516.00
Total D:					\$ 936.00

E. ON/OFF ROAD RECOVERY SERVICES

1	20	EA	Travel Time – Miles	\$ NA	\$ NA
2	12	Miles	Travel Time – Hour	\$ 15.00	\$ 180.00
3	20	HR	On Site Fee (Hour)	\$ NA	\$ NA
Total E:					\$ 180.00

F. SUPPORT SERVICES

1	30	EA	Travel Time – Miles	\$ NA	\$ NA
2	12	Miles	Travel Time – Hour	\$ 15.00	\$ 180.00
3	1	HR	On-Site Fee – Hour	\$ NA	\$ NA
4	30	EA	Flat or Set Fee -	\$ NA	\$ NA
5	30	EA	Material Charge (e.g. fuel)	\$ NA	\$ NA
Total F:					\$ 180.00

G. OUT OF AREA SUPPORT

1	20	EA	Hook Up Fee	\$ NA	\$ NA
2	12	Miles	Mileage Fee	\$ 15.00	\$ 180.00
			Or Use NA if not offering as option		
3	20	EA	Hourly Fee	\$ NA	\$ NA
4	20	EA	Hook Up Fee	\$ NA	\$ NA
Total G:					\$ 180.00
Total B - G:					\$ 2,048.00

*Standby Time – standby time is those services related to towing, hauling and recovery such as unloading refuse collection vehicles at a landfill, accident scene cleanup, waiting for damaged vehicle to be released at an accident scene, etc.

Proposers shall submit their proposal for pricing on the following City's Price Schedule page(s). Using the enclosed Price Schedule page(s) will help ensure consistency in the price evaluation. The Price Schedule page(s) are to be completed in full and shall be incorporated herein. Only the City's Price Schedule page(s) will be accepted. Any deviations from the Price Schedule page(s) may result in the rejection of the proposal as being non-responsive.

Proposers must provide attachment worksheets, which include a breakdown of labor hours and any other rationale used in determining their pricing for all of the specified requirements. Blanks on the Price Schedule page(s) will be interpreted as zero (0) and no price will be allowed.

Prompt Payment Discounts

The City's Standard Payment Terms are Net 30 Days. Proposers may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms. Discounts will be taken at the time of payment when applicable. Prompt payment discounts shall be identified on the Signature Page, Section A.4. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

Pricing

Unless called for in the General Contract Clauses, no escalation factor is allowed. The Contractor must notify the City in writing in the event of a decline in market price(s) below the Price Schedule and the City will make an adjustment in the Contract Amount or elect to re-solicit.

Unless the Contractor clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire Proposal, any difference between the unit price correctly extended and the total price shown for all items offered shall be resolved in favor of the unit price.

The lowest total estimated contract price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Section M of this RFP. The other Price Schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

H. PRICE SCHEDULE

The estimated quantities provided by the City are not guaranteed. These quantities are listed for purposes of comparing cost proposals only. The actual quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

Tow Operations Cost 2013

Contractor: RoadOne

Items	Unit	No. of Items	Cost per Unit
Light Duty Cost	hours	2	
A. Driver Labor			
Loaded (Taxes, Benefits, Dept Load)			\$26.82
SUBTOTAL (Personnel & Administration)			
B. Tow Truck	hours	2	
Loaded (Insurance, Fuel, Depreciation, Maint)			\$39.70
SUBTOTAL (Truck Expense)			
C. Overhead Expense	hours	2	
Administrative Load (Incl. Profit Margin)			\$22.95
SUBTOTAL (Operations Expense)			
Items	Unit	No. of Items	Cost per Unit
Medium Duty Cost	hours	2.75	
A. Driver Labor			
Loaded (Taxes, Benefits, Dept Load)			\$32.70
SUBTOTAL (Personnel & Administration)			
B. Tow Truck	hours	2.75	
Loaded (Insurance, Fuel, Depreciation, Maint)			\$46.90
SUBTOTAL (Truck Expense)			
C. Overhead Expense	hours	2.75	
Administrative Load (Incl. Profit Margin)			\$27.46
SUBTOTAL (Operations Expense)			
Items	Unit	No. of Items	Cost per Unit
Heavy Duty Cost	hours	2.75	
A. Driver Labor			
Loaded (Taxes, Benefits, Dept Load)			\$44.18
SUBTOTAL (Personnel & Administration)			
B. Tow Truck	hours	2.75	
Loaded (Insurance, Fuel, Depreciation, Maint)			\$57.50
SUBTOTAL (Truck Expense)			
C. Overhead Expense	hours	2.75	
Administrative Load (Incl. Profit Margin)			\$35.07
SUBTOTAL (Operations Expense)			

SECTION C
SCOPE OF SERVICES

A. BACKGROUND

The City of San Diego owns and operates a fleet of approximately 4,050 vehicles consisting of motorcycles, parking enforcement scooters, all terrain vehicles, sedans, law enforcement patrol vehicles, SUVs, light trucks/vans, medium/heavy trucks, fire apparatus, refuse collection trucks, street sweepers, trailers, tractors and industrial equipment. These vehicles support all City services, are assigned to several departments and primarily operate within the city and county of San Diego.

The City of San Diego vehicles are maintained by the City's Department of Public Works – Fleet Services Division. In addition to providing routine maintenance services, Fleet Services also provides related support services including vehicle towing, hauling and roadside assistance. The intent of this solicitation is to establish a qualified vendor to provide routine and emergency towing, recovery, road side assistance (lock out, fuel, tire changing and battery jump start services) and out of area support services for City of San Diego vehicles.

B. OBJECTIVE

The objective of this RFP is to make an award to a qualified Contractor which delivers vehicles towing service of all types and size that represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

C. PRECLUDED PARTICIPATION

In order to avoid any real or perceived conflicts of interest, the successful Proposer to this RFP will be precluded from participation in any solicitations or contracts that result, directly or indirectly, from this RFP.

D. CORE REQUIREMENTS AND DELIVERABLES

Towing – provide routine and emergency towing (roll back, traditional front/rear hookup and trailering) services for all city vehicle types.

Hauling -- provide routine hauling (roll back, traditional front/rear hookup and trailering) services for all city vehicle types.

On/off road recovery services – provide recovery services such as up-righting vehicles due to roll over incidents, extracting vehicles that are stuck in loose materials and/or other circumstances that may require moving and/or elevating vehicles not related to routine towing or hauling services. Additional services related to on/off road recovery services may include on-site assessments of vehicle damage and/or maintenance needs.

Support services – provide related support services such as changing a flat tire, jump starting vehicles with dead batteries, providing fuel and/or lock out services.

Out of area support – have the capability to provide towing and/or coordination of identified services for city vehicles located outside of San Diego County. The vendor must have the capability to provide all the services identified in this statement of work when city vehicles need assistance outside the county of San Diego. These services can be provided by the city’s selected vendor and/or other qualified contractor(s) associated with the local vendor. The intent of this requirement is to utilize the city’s towing contractor to provide “one call” towing services (including payment for services) to assist city vehicles that encounter maintenance needs outside the city/county of San Diego.

Special services – have the capability of towing disabled vehicles to a landfill or other location and unloading the vehicle with automated mechanisms if the vehicle is operable for this type of process (e.g. Unload trash collection vehicle at landfill). The city of San Diego will be responsible for providing the resources necessary to unload vehicles using manual processes such as transferring dry freight to another vehicle or facility.

Service quality

The vendor will take all reasonable precautions to ensure that city vehicles being provided services identified in this statement of work will not be damaged and/or incur drive train or other component damage. The vendor will be responsible for any damages to city vehicles while those vehicles are in their possession during towing, hauling recovery, support and out of area services.

The vendor is responsible for recording all visible damage to a city vehicle prior to providing towing and/or support services. Digital photographs are preferred for all physical damage reporting.

Availability

The identified towing/hauling/support services will be available 24 hours per day – 365 days per year basis.

Towing services destinations

The majority of towing service requests related to disabled vehicles or hauling services will require city vehicles to be towed to or from one of the fleet services maintenance facilities (listed below). However, circumstances might dictate that vehicles be towed to other locations within the city of San Diego.

Fleet services facility locations:

- a. Vehicle maintenance facility (police department) – 3940 federal blvd
- b. Chollas Maintenance Facility – 2740 Caminito Chollas
- c. Miramar Place Maintenance Facility – 8323 Miramar place
- d. Rose Canyon Maintenance Facility – 3775 Morena blvd
- e. Northern Maintenance Facility (Police Department) – 4275 Eastgate mall

- f. Northwestern Maintenance Facility (Police Department) – 12610 El Camino Real
- g. Northeastern Maintenance Facility – 13396 Salmon River Road
- h. Eastern Maintenance Facility – 9225 Aero Drive
- i. Southern Maintenance Facility – 1120 27th Street
- j. Southeastern Maintenance Facility – 7222 Skyline Drive
- k. Western Maintenance Facility – 5215 Gaines Street
- l. Mid city Maintenance Facility – 4310 Landis Street
- m. Kearny Mesa Fire Facility – 3870 Kearny Villa Road

DI. Service Response Time

The vendor must respond to any request for service within 30 minutes. Response time is defined as the vendor having received a request for service and having dispatched the appropriate resource to the scene. The vendor must arrive on scene within 60 minutes for those requests within the city limits of San Diego. In special circumstances alternate response times can be employed if mutually agreed upon by both parties at the time the towing and/or support services are requested.

DII. Legal requirements

The services provided under this solicitation must comply with all local, state and federal regulations related to this type of service. The services provided must also comply with any vehicle manufacturer's requirements, industry standards and/or best practices related to professional towing services.

The vendor shall use the appropriate towing, hauling and recovery vehicles and equipment for the requested service in order to meet regulatory requirements and/or operational needs. Additionally, the vendor will be required to obtain any special licenses and/or permits (if needed) that are required to perform the services identified in this statement of work.

E. COOPERATION AND TRANSITION

Proposer shall cooperate with the City at the expiration of the contract and the incumbent Contractor in order to accomplish a smooth phase-out and transition of responsibility and requirements, if applicable.

F. QUALIFICATIONS AND EXPERIENCE

Fill in the below questionnaire in order for the City to evaluate firms experience, qualifications and skills are required to successfully complete the requirements of this RFP.

1. LOCAL OFFICE

Company Name: _____

Address: _____

Telephone: _____

Primary Contact Person: _____

E-Mail: _____

2. HOME OFFICE (Parent Firm)

Company Name: _____

Address: _____

Telephone: _____

Primary Contact Person: _____

E-Mail: _____

3. TYPE OF ORGANIZATION

____ Individual ____ Partnership ____ Corporation

____ Joint Venture ____ Other

If other, please explain:

4. PROVIDE A BRIEF DESCRIPTIVE HISTORY OF THE COMPANY (Attach an Additional sheet if necessary).

5. For the Business listed above - provide net income for the last three calendar years, starting with the most recent:

6. LIST SERVICES PROVIDED BY COMPANY (Attach an additional sheet if necessary).

Tow service only: __ YES __ NO

7. NUMBER OF STAFF IN LOCAL COMPANY

- a. Number of full-time staff in local office that will be assigned to this contract:
- b. Number of Technical Staff:
- c. Number of Support Staff:
- d. Total number of Staff:
- e. Please provide a complete list of Tow Truck Drivers and be sure to include the following for each driver:
 - (1) Name:
 - (2) Driver's license number:
 - (3) Class of tow truck certified for:
 - (4) CDL Endorsements:
 - (5) Years of experience:
 - (6) Any training and certifications:

8. LIST BELOW YOUR COMPANY'S CURRENT EQUIPMENT, AND EQUIPMENT CAPABILITIES. (Attach additional sheets if necessary):

- a. Number of Tow Trucks, per class and capabilities:
- b. Storage yards available and space available:
- c. All additional equipment:

9. Financial information, including:

- a. Tow Provider must submit a balance sheet and income statement for its business, reviewed by an accountant licensed to practice in the State of California, for the two most recently-completed fiscal years and statements for the current fiscal year as of the most recently-completed quarter. All such reports are to be furnished in accordance with generally-accepted accounting principles applied on a consistent basis and including a statement by the chief financial officer of the firm that there has been no material change in such condition or operations as reflected in the balance sheets and income statement since the date on which they were prepared.

- b. If the Tow Provider intends that another corporation(s) and/or parent corporation will provide financial support to the Tow Provider, such entities must file a binding certification as to the extent of their support. Such certification must be dated and signed by a corporate officer authorized to make such a commitment. Tow Provider must also submit financial statements for such entities.
10. Full name, title and address of all the principal personnel of Tow Provider:
- a. If an individual, the name of the party proposing;
 - b. If a joint venture, the members of the joint venture;
 - c. If a corporation, the State of Incorporation, the president, vice president and secretary;
 - d. If an LLC, the Managing Member and any officers.
11. For the principal personnel listed above, please provide information for the last five years detailing years involved with company, and:
- a. List any other companies that they have part or full ownership in;
 - b. List any board positions held in other companies;
 - c. List any companies that they have provided financial backing for.
12. Has Tow Provider or the principal personnel listed ever been:
- a. Convicted of a misdemeanor involving moral turpitude? If yes please provide case number, jurisdiction, date of conviction, and the nature of the charges.
 - b. Convicted of any felony? If yes please provide case number, jurisdiction, date of conviction, and the nature of the charges.
 - c. Filed for bankruptcy? If yes please provide a written explanation, including case number and date of filing.
13. List Experience in towing, dispatching, storage and disposal of towed vehicles
- a. Total number of vehicles towed per year for the last five years.
 - b. Number of damage claims filed for towing in last year.
 - c. Number of claims settled out of court in favor of the claimant in the last year.
 - d. Number of claims taken to court in last year.
 - e. What is your number of complaints per month for the last year?
 - f. How many company-owned trucks were used in the last year?
 - g. How many subcontract trucks were used in the last year?

- h. Has the Tow Provider ever defaulted on a tow-related contract?
 - i. Has the Tow Provider ever requested release from a tow-related contract?
 - j. Has the Tow Provider ever had a tow-related contract cancelled?
 - k. Has the Tow Provider ever been a party to any legal action or proceeding related to a towing contract or lease?
 - l. Is the Tow Provider now in arrears on payments due on any towing business or operation?
 - m. Does the Tow Provider have any claims or liens pending against it or has it ever been the subject of such action taken by any governmental body for the non-payment of taxes or violations of any city, county, state or federal law?
14. List insurance/surety companies that can provide information as to the financial responsibility and general reliability of the Tow Provider. The City may request a release from Tow Provider authorizing disclosure. Please include name of surety/address/contact name and phone).

The City may require additional details and the Tow Provider by signing agrees to cooperate and provide additional information requested.

Executive Summary

Allied Gardens Towing, Inc. (RoadOne) is pleased to submit this response to your Request for Proposals to provide towing services for city owned vehicles. This response is designed to meet or exceed each requirement of the RFP. RoadOne accepts all of the terms and conditions of the RFP, including addendum and/or attachment without exception.

RoadOne is uniquely qualified to perform the work required under this contract. The many features and benefits we can offer include:

- **Experience** – RoadOne, has been in business for over **40 years** with extensive experience towing for various local, state, and federal agencies; including the California Highway Patrol, the County of San Diego, and the San Diego Police Department to name a few. As a current tow provider for the City of San Diego, RoadOne is very familiar with the background and objectives addressed in this RFP and we are confident we can exceed all expectations of the City.
- **Equipment** – RoadOne has the resources and backing to offer the best in equipment. Our diverse fleet of over 65 trucks, ranging from light-duty sub garage trucks, medium duty flatbeds and wheel lifts, to big rig recovery trucks, will be available 24 hours a day, 365 days a year as needed to meet the needs of this contract. With a full in-house shop we are able to keep the trucks in safe operating order and up to local, state, and federal specifications and requirements.
- **People** – Our employees are the most important element in RoadOne successfully completing the Scope of Services required by this contract. Our employees have direct contact with City employees and the public; their abilities, conduct and **judgment** reflect both on our company and the City. Through careful selection and proper training we are **committed** to providing the best people for the job. RoadOne not only stresses excellence in regards to job knowledge but also strives for optimal customer service.
- **Stability** – RoadOne offers the additional security of having the financial strength to guarantee successful completion of the contract. We also provide **10 Million** dollars worth of insurance coverage, giving the City the additional protection it should be looking for.

Our experience and resources set us apart from the competition but our continuous strive for excellence makes RoadOne a good choice to partner with the City of San Diego. Thank you for considering this proposal.

RFP No. 10032627-13-W

Response to Section C Scope of Services:
RFP page 12

Scope of Services

D. CORE REQUIREMENTS AND DELIVERABLES

Allied Gardens Towing, Inc (RoadOne) has carefully read the Scope of Services for this contract and can confidently state that we can provide all the required services in a manner that meets and/or exceeds the expectations of the City.

Towing and Hauling

Allied Gardens Towing, Inc (RoadOne) currently offers a full range of services including all types of towing, hauling, and transporting. Our fleet of trucks range from light-duty wheel lifts and sub-garage trucks to medium duty rollbacks and big rig recovery trucks. RoadOne is capable of performing tow services for heavy equipment, big rigs, semi trailers and similar equipment such as buses, trash and fire trucks. Other companies may boast they can do the same but RoadOne is one of the few companies with 4-axel heavy duty trucks which are required to safely and legally tow trash trucks and other similar vehicles. We currently provide heavy duty towing for most of the large law enforcement agencies in the county as well as many of the major fleets including; San Diego Fire Department, San Diego Unified School District, Ryder Trucks, Allied Waste and Waste Management. If it can be towed we are capable of doing the job.

On and Off Road Recovery Services

We have extensive experience with recovery situations. We bring not only the best in equipment but also our most experienced driving professionals, often including an on-scene supervisor. Our fleet also includes a Major Incident Response Unit to provide recovery support services for our big rigs and an Off Road Recovery Unit for rugged terrain recoveries. We also provide as an additional benefit tractor/trailers, low boys, con gear, air bags, lighting truck and forklifts. This equipment is not called for often but can prove critical at recovery and major incident scenes.

Support Services

All of our trucks from our pick-ups to our big rigs are equipped to provide roadside assistance which includes providing fuel, lock out services, changing tires and jump starting batteries. Needing roadside assistance is an inconvenience

but with our entire fleet equipped to help, we can get you back on the road with minimal delay.

Out of Area Support

RoadOne is your "one-call" tow provider; we are more than capable of providing out of area support. We travel out of the County for business frequently and have the procedures already in place to acquire necessary permits and maintain required records to stay compliant with all laws and regulations. We are capable of providing all the services identified in this statement of service anywhere the City requires.

Special Services

RoadOne can handle any special services including, towing a disabled vehicle to a specified location and unloading the vehicle with automated mechanisms when possible. The size and selection of our fleet enables us to service a complete range of request and gives us the flexibility to utilize our resources in a manner that reduces response times and better accommodates the City of San Diego.

Service Quality

The quality of RoadOne's service is unmatched. Our goal is to provide service with no damage to our customer's vehicle. We take all reasonable precautions to ensure this outcome. However, we are aware that accidents can happen and take full responsibility for any damage while a vehicle is in our possession/care. RoadOne understands that the vendor is responsible for recording all visible damage to a City vehicle prior to providing towing and/or support services.

Availability

RoadOne operates 24 hours a day 365 days a year including holidays as may be needed by the City of San Diego. RoadOne provides drivers, dispatchers, and supervisors around the clock.

Towing services destinations

As a current provider of these services to the City of San Diego we are familiar towing to and from the fleet services maintenance facilities listed in the RFP Scope of services. We are aware that vehicles may be towed to other locations within the city of San Diego.

DI. Service Response Time

The City has been very generous with response time requirements and RoadOne is confident that it can respond well within those limits. Our dispatch center is staffed 24 hours a day 365 days a year which means when the City calls for service they will speak to a live person. This eliminates the mistakes and delays that are associated with using an answering service after hours. Our dispatch center utilizes a computer based dispatch system, TOPS and GPS, which track all aspects of a tow request from the initial call to the arrival at its destination through the completion of the call. This system allows the dispatcher to better monitor drivers' status and response times. We guarantee that once we receive a tow request it will be dispatched within 30 min and we will arrive on scene within 60 min for tows within the City of San Diego.

DII. Legal requirements

Our industry is highly regulated as are many of our major customers. We are very familiar with local, state, and federal laws pertaining to our business. We are a member of the state towing association, CTTA and the national towing association, TRAA. Both of these associations provide updates as to the changing legislation and the impact on our industry.

Members of our management team have previously served on various boards, attended seminars and course work related to state and federal laws pertaining to our business. They have worked on the TSA Committee, run by the CHP, responsible for drafting regulations of the Tow Service Agreement for all tow companies in California. Many have completed course work in Hazardous Materials Handling, OSHA regulations, DOT regulations and safe driving instruction through the National Safety Council. Additionally, our company is enrolled in all required programs such as the BIT program and OSHA IIPP Program.

RoadOne is compliant with all local, state and federal regulations. Our trucks are equipped with the safety and operational equipment required by city, state and federal agencies. All such equipment is in accordance with OSHA, DOT and BIT. Each truck has been inspected by the CHP and passed with a current CHP 234B form/sticker. All drivers will be registered and monitored through the DMV- Pull Notice Program. We obtain any special licenses/permits (when needed) to perform our services and will continue to do so for any work we do for the City.

E. COOPERATION AND TRANSITION

At the expiration of this agreement RoadOne will cooperate with the City and the incumbent Contractor to result in a smooth transition of responsibility and requirements.

F. QUALIFICATIONS AND EXPERIENCE

Fill in the below questionnaire in order for the City to evaluate firms experience, qualifications and skills are required to successfully complete the requirements of this RFP.

1. LOCAL OFFICE

Company Name: Allied Gardens Towing, Inc. DBA RoadOne

Address: 3821 Calle Fortunada Suite A, San Diego, CA 92123

Telephone: (858) 492-5218

Primary Contact Person: Steve Bishop

E-Mail: Steve.Bishop@Roadonewest.com

2. HOME OFFICE (Parent Firm)

Company Name: RoadOne West, Inc.

Address: 3821 Calle Fortunada Suite A, San Diego, CA 92123

Telephone: (858) 492-5209

Primary Contact Person: Dale Wineteer

E-Mail: Dale.Wineteer@Roadonewest.com

3. TYPE OF ORGANIZATION

 Individual Partnership x Corporation

 Joint Venture Other

If other, please explain:

4. PROVIDE A BRIEF DESCRIPTIVE HISTORY OF THE COMPANY (Attach an Additional sheet if necessary). See attached Company History pg. 6

5. For the Business listed above - provide net income for the last three calendar years, starting with the most recent: 2012 \$61,422, 2011 (\$84,340), 2010 \$41,114

6. LIST SERVICES PROVIDED BY COMPANY (Attach an additional sheet if necessary).

Tow service only: x YES NO

We provide all types of towing, recovery, and roadside assistance. We are capable of providing all services in the Scope of Work of this RFP.

7. NUMBER OF STAFF IN LOCAL COMPANY

- a. Number of full-time staff in local office that will be assigned to this contract: 107
- b. Number of Technical Staff: 60
- c. Number of Support Staff: 47
- d. Total number of Staff: 107
- e. Please provide a complete list of Tow Truck Drivers and be sure to include the following for each driver: See attached list of drivers pg. 7-8
 - (1) Name:
 - (2) Driver's license number:
 - (3) Class of tow truck certified for:
 - (4) CDL Endorsements:
 - (5) Years of experience:
 - (6) Any training and certifications:

8. LIST BELOW YOUR COMPANY'S CURRENT EQUIPMENT, AND EQUIPMENT CAPABILITIES. (Attach additional sheets if necessary):

- a. Number of Tow Trucks, per class and capabilities: See attached truck list pg. 9-11
 - b. Storage yards available and space available: See attached description of storage yards pg. 12
 - c. All additional equipment: Forklifts for loading or unloading trailers. Generator, lights and airbags to provide power, lights and low pressure recovery equipment.
9. Financial information, including: See attached financial information pg. 13-26
- a. Tow Provider must submit a balance sheet and income statement for its business, reviewed by an accountant licensed to practice in the State of California, for the two most recently-completed fiscal years and statements for the current fiscal year as of the most recently-completed quarter. All such reports are to be furnished in accordance with generally-accepted accounting principles applied on a consistent basis and including a statement by the chief financial officer of the firm that there has been no material change in such condition or operations as reflected in the balance sheets and income statement since the date on which they were prepared.

- b. If the Tow Provider intends that another corporation(s) and/or parent corporation will provide financial support to the Tow Provider, such entities must file a binding certification as to the extent of their support. Such certification must be dated and signed by a corporate officer authorized to make such a commitment. Tow Provider must also submit financial statements for such entities.
10. Full name, title and address of all the principal personnel of Tow Provider: See attachment pg. 27
- a. If an individual, the name of the party proposing;
 - b. If a joint venture, the members of the joint venture;
 - x c. If a corporation, the State of Incorporation, the president, vice president and secretary;
 - d. If an LLC, the Managing Member and any officers.
11. For the principal personnel listed above, please provide information for the last five years detailing years involved with company, and: See attached information pg. 28-29
- a. List any other companies that they have part or full ownership in;
 - b. List any board positions held in other companies;
 - c. List any companies that they have provided financial backing for.
12. Has Tow Provider or the principal personnel listed ever been:
- a. Convicted of a misdemeanor involving moral turpitude? If yes please provide case number, jurisdiction, date of conviction, and the nature of the charges.
No
 - b. Convicted of any felony? If yes please provide case number, jurisdiction, date of conviction, and the nature of the charges.
No
 - c. Filed for bankruptcy? If yes please provide a written explanation, including case number and date of filing.
No
13. List Experience in towing, dispatching, storage and disposal of towed vehicles See attachment pg. 30
- a. Total number of vehicles towed per year for the last five years.
 - b. Number of damage claims filed for towing in last year.
 - c. Number of claims settled out of court in favor of the claimant in the last year.
 - d. Number of claims taken to court in last year.
 - e. What is your number of complaints per month for the last year?
 - f. How many company-owned trucks were used in the last year?
 - g. How many subcontract trucks were used in the last year?

- h. Has the Tow Provider ever defaulted on a tow-related contract?
 - i. Has the Tow Provider ever requested release from a tow-related contract?
 - j. Has the Tow Provider ever had a tow-related contract cancelled?
 - k. Has the Tow Provider ever been a party to any legal action or proceeding related to a towing contract or lease?
 - l. Is the Tow Provider now in arrears on payments due on any towing business or operation?
 - m. Does the Tow Provider have any claims or liens pending against it or has it ever been the subject of such action taken by any governmental body for the non-payment of taxes or violations of any city, county, state or federal law?
14. List insurance/surety companies that can provide information as to the financial responsibility and general reliability of the Tow Provider. The City may request a release from Tow Provider authorizing disclosure. Please include name of surety/address/contact name and phone). See attached list pg. 31

The City may require additional details and the Tow Provider by signing agrees to cooperate and provide additional information requested.

Allied Gardens Towing, Inc.
3821 Calle Fortunada, Suite A
San Diego, CA 92123

RFP No. 10032627-13-W

Response to Section C Scope of Services: F. Qualifications and Experience
RFP page 15
Section:

4.) PROVIDE A BRIEF DESCRIPTIVE HISTORY OF THE COMPANY

Company History:

Allied Gardens Towing, Inc. (AGT) is a locally owned and operated company founded in 1971 by LCDR James H. Blakeley. AGT's original tow yard located at 4334 Sheridan Lane is still in operation and currently services the City of San Diego as a Licensed Impound Facility for the Police Department. Over the years, business continued to grow and AGT expanded the range of services offered to include light-duty sub garage trucks, medium duty wheel-lift and flat beds, heavy duty towing, heavy-duty transport service and air cushion recoveries. AGT specialized in law enforcement and municipality towing and balanced this with a mix of commercial, fleet, private and motor club work. Mr. Blakeley passed away in 1994 and his General Manager, Steve Bishop, stepped in as President. On April 1, 1999, AGT merged with Miller Industries, Inc as part of a new national towing network. Although this effort offered exciting new opportunities and challenges, Miller Industries, Inc. decided to exit the towing services market. On June 25, 2003, AGT was sold back to local ownership and is now owned by RoadOne West Inc., which in turn is owned by Steve Bishop, Dale Winetser and Brad Ramsey. Allied Gardens Inc. again has the benefit of local ownership and is currently doing business as (DBA) Allied Gardens Towing and (DBA) RoadOne. Mr. Steve Bishop, who has been with the company since its inception in 1971, continues to serve as President of AGT.

RFP No. 10032627-13-W
 Response to Section F
 Qualifications and Experience
 7(e) List of Drivers

Allied Gardens Towing, Inc.
 3821 Calle Fortunada Ste. A
 San Diego, CA 92123

Company	Last Name	First Name	CDL #	Class of Tow Truck	CDL Endorsements	Years with Company	Certifications
Allied	Arroyo Jr.	Felipe	D6134894	A		00yrs 09mo	
Allied	Caldera Jr.	Louie	D7883736	A		00yrs 06mo	
Allied	Castro	Roberto	A4183086	A		33yrs 02mo	R. Resch 16 Hours
Allied	Chadic	Kelly	A5939492	A		04yrs 04mo	R. Resch 16 Hours
Allied	Chavarria	Diego	D2464950	A		08yrs 05mo	CTTA
Allied	Clark	Donald M	B4221927	A		12yrs 11mo	R. Resch 16 Hours
Allied	Cleveland	Foxe	B4858890	A, B, C, D	TX	00yrs 07mo	
Allied	Delancy Jr.	Dan	A1969564	A		05yrs 07mo	CTTA
Allied	Delgado	Jesús	E1266630	A		00yrs 02mo	
Allied	Di Biasio	Daniel	B8225872	A, B		09yrs 10mo	R. Resch 16 Hours
Allied	Diaz	Francisco	C1119724	A		08yrs 10mo	R. Resch 16 Hours
Allied	Diaz	Tomas	D1353893	A, B, C, D	TX	00yrs 00mo	
Allied	Edgar	Aaron	B8985645	A		04yrs 09mo	R. Resch 16 Hours
Allied	Espinosa Jr.	James J.	B7259793	A		01yrs 03mo	R. Resch 16 Hours
Allied	Frank	Joseph	B5158337	A, B, C, D		17yrs 06mo	R. Resch 16 Hours
Allied	Garcia	Ernesto	B4830543	A		01yrs 11mo	R. Resch 16 Hours
Allied	Garcia	Ignacio	A9955300	A, B	H	13yrs 05mo	R. Resch 16 Hours
Allied	Garcia	Joshua	E2915652	A		00yrs 09mo	
Allied	Gómez	Francisco	D7238430	A		01yrs 11mo	R. Resch 16 Hours
Allied	Gutierrez	Alfredo	A6800065	A		09yrs 09mo	R. Resch 16 Hours
Allied	Harshaw	Johnathan E.	A4872252	A, B	T	01yrs 05mo	R. Resch 16 Hours
Allied	Hatton	Micah P	B7316222	A		09yrs 07mo	R. Resch 16 Hours
Allied	Herrod	Dorian	D8255988	A		01yrs 02mo	R. Resch 16 Hours
Allied	Hughes	Neil	A9370978	A, B, C, D	TN	05yrs 00mo	
Allied	Jackson	Mark M.	C0025455	A, B, C, D		00yrs 04mo	
Allied	James	Anthony	D7233058	A		00yrs 02mo	
Allied	Johnson	Mayfield T	N6893214	A		16yrs 05mo	R. Resch 16 Hours
Allied	Lara	Juan M.	F2958076	A		01yrs 04mo	R. Resch 16 Hours
Allied	Leon	Juan C	N9455192	A, B, C, D	TN	10yrs 10mo	R. Resch 16 Hours
Allied	Lynch	Joshua D.	D8069729	A		00yrs 02mo	

RFP No. 10032627-13-W
 Response to Section F
 Qualifications and Experience
 7(e) List of Drivers

Allied Gardens Towing, Inc.
 3821 Calle Fortunada Ste. A
 San Diego, CA 92123

Company	Last Name	First Name	CDL #	Class of Tow Truck	CDL Endorsements	Years with Company	Certifications
Allied	Mancilla	Felipe A.	U5199391	A	P	01yrs 00mo	R. Resch 16 Hours
Allied	McCrony	Sean	B8559163	A	TN	05yrs 10mo	R. Resch 16 Hours
Allied	Meza	Braulio	B9175896	A		06yrs 03mo	R. Resch 16 Hours
Allied	Meza	Eddie	C2982377	A, B	T	05yrs 11mo	R. Resch 16 Hours
Allied	Odgers	Rogelio T	D1267873	A		00yrs 05mo	
Allied	Potvin	James	N9647486	A, B, C, D		01yrs 00mo	
Allied	Preciado	José A	A4548387	A		10yrs 06mo	R. Resch 16 Hours
Allied	Roberts	Michael	D1321909	A		00yrs 07mo	
Allied	Romero	Jorge	A3342755	A		04yrs 05mo	R. Resch 16 Hours
Allied	Romero	Juan Carlos	B6184592	A		05yrs 03mo	R. Resch 16 Hours
Allied	Salazar	Jose M.	D1268624	A		00yrs 04mo	
Allied	Scanlon	Brian	N6628783	A	T	04yrs 02mo	R. Resch 16 Hours
Allied	Sparacino II	James T.	B7674144	A		00yrs 05mo	
Allied	Thorpe	Michael A	B6244886	A, B, C, D	TX	11yrs 09mo	CTTA
Allied	Ton	Hien	C6684957	A, B	H	09yrs 02mo	CTTA
Allied	Vannarath	Preston Phothai	D2771131	A		05yrs 04mo	CTTA
Allied	Vidal	Jovanie I	A5520778	A		08yrs 04mo	R. Resch 16 Hours
Allied	Villalobos	Jorge	B5817949	A		09yrs 02mo	R. Resch 16 Hours
Allied	Wager	Anthony	C6468353	A, B, C, D	TN	09yrs 05mo	
Allied	Zapien	Rigoberto	D3988633	A		00yrs 08mo	

CDL Endorsements	
T	Double/Triple Trailer
TPXS	All CDL Endorsements
P	Passenger Transport
S	School Bus
N	Tank Vehicle
H	Hazardous Materials
X	N and H Combined

Allied Gardens Towing, Inc.
3821 Calle Fortunada Ste. A
San Diego, CA 92123

RFP No. 10032627-13-W
Section F Qualifications and Experience
#8 (a) Number of Tow Trucks Summary

Number of Tow Trucks by Class:

Class A:

Flatbeds	19
Wheel Lifts	15
<u>Total Class A</u>	<u>34</u>

Class B:

Wheel Lifts	3
<u>Total Class B</u>	<u>3</u>

Class C:

Tractors	11
Under Lifts	1
<u>Total Class C</u>	<u>12</u>

Class D:

Flatbeds	1
Tractors	3
Under Lifts	5
<u>Total Class D</u>	<u>9</u>

Misc:

Trailers	7
<u>Total Misc.</u>	<u>7</u>

Total Trucks Fleet 65

RFP No. 10032627-13-W

Section F Qualifications and Experience

#8 (a) Tow Truck Detailed list

Allied Gardens Towing, Inc.

3821 Calle Fortunada Ste. A

San Diego, CA 92123

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Yr	Make	Model	Bed Model	Type	GVW	Class	Capabilities
2007	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
1995	Freightliner	FL70		Wheel Lift	29500	Class B	Medium Duty, Delivery Trucks, Towing, Recovery
2007	Kenworth	T300	CHEVRON	Wheel Lift	32700	Class B	Medium Duty, Delivery Trucks, Towing, Recovery
1995	Peterbilt	330	CENTURY	Wheel Lift	33000	Class B	Medium Duty, Delivery Trucks, Towing, Recovery
1997	Volvo		Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2003	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2003	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2003	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2003	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2005	Pete	379	3 axle Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2005	Pete	378	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2005	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2005	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
1986	Peterbilt	359	Tractor	Tractor	50000	Class C	Pull Trailers, Run Landolls
1986	Peterbilt	359	Tractor	Tractor	50000	Class C	Pull Trailers, Run Landolls
1990	International	9300	CENTURY	Under Lift	50000	Class C	Heavy Duty, Big Rig, Trucks, Tractor Trailers
2012	International	7600	Century 27, LCG20	Flatbed	56000	Class D	Towing, 2 Vehicles, Special Needs
1998	Kenworth		Tractor	Tractor	52000	Class D	Pull Trailers, Run Landolls
2009	Pete	388	Tractor	Tractor	52000	Class D	Pull Trailers, Run Landolls
2009	Pete	388	Tractor	Tractor	52000	Class D	Pull Trailers, Run Landolls
1992	Peterbilt	378	Vulcan V-90	Under Lift	52000	Class D	Heavy Duty, Big Rig, Trucks, Tractor Trailers
1999	Peterbilt	378	Vulcan V-100	Under Lift	54060	Class D	Heavy Duty, Big Rig, Trucks, Tractor Trailers
2006	Peterbilt	378	Vulcan V-100	Under Lift	54320	Class D	Heavy Duty, Big Rig, Trucks, Tractor Trailers
2008	Peterbilt	378	Vulcan V100	Wheel Lift	83000	Class D	4 Axle, Heavy Duty, Big Rig, Trucks, Tractor Trailers
2008	Peterbilt	378	Vulcan V100	Wheel Lift	83000	Class D	4 Axle, Heavy Duty, Big Rig, Trucks, Tractor Trailers
1985	Landoll	317	Landoll	Trailer	60000		Busses, Fire Trucks, Equipment
1987	Landoll	317	Landoll	Trailer	60000		Busses, Fire Trucks, Equipment
1990	Landoll	317	Landoll	Trailer	60000		Busses, Fire Trucks, Equipment
1990	Landoll	317	Landoll	Trailer	60000		Busses, Fire Trucks, Equipment
2006	Trailez	TE 701	48ft	Trailer	60000		Busses, Fire Trucks, Equipment
2010	Trailez	TE 701	Trailez	Trailer	60000		Busses, Fire Trucks, Equipment
2004	Trailez	TE 701	Trailez	Trailer	70000		Busses, Fire Trucks, Equipment

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Response to Scope of Services
Section F Qualifications and Experience
RFP page 16
8 (b) Storage yards and space available

4334 Sheridan Ln., San Diego, CA 92120
Square footage: 90,000
Capacity for 375 vehicles
Excellent condition, partially paved, remainder gravel surface,
Chain-link fencing w/ screening, entire facility illuminated.
Fully staffed and functioning as a storage facility.
Meets all City zoning and code requirements
Currently approved by SDPD, CHP

123 35th Street, San Diego, CA 92102
Square footage: 71,500
Capacity for 290 vehicles
Inside storage for 7 vehicles
50% asphalt and 50% gravel surface, 8ft wood fencing.
Excellent condition, fully staffed and functioning as a storage facility
Meets all City zoning and code requirements
Currently approved by SDPD, CHP

Allied Gardens Towing, Inc.
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Response to Section C Scope of Services: F. Qualifications and Experience:

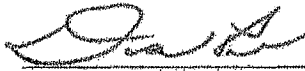
RFP page 16

Section:

9.) Financial Information a.

To satisfy the requirements of this section Allied Gardens Towing, Inc. has included a letter from CEA, LLP a licensed CPA firm, balance sheet and income statements for the fiscal years ending June 30, 2011, June 30, 2012, and for the current fiscal year through September 30, 2012. Audited Financials for the Parent Company, RoadOne West, Inc. have also been provided.

The Secretary/Treasurer of Allied Gardens Towing, Inc., David Pudgil, does hereby state that there has been no material change in such condition or operations as reflected in the balance sheets and income statements since the date on which they were prepared.

 2/12/13

David Pudgil Date
Secretary/Treasurer

Allied Gardens Towing, Inc.
3821 Calle Fortunada, Suite A
San Diego, CA 92123

RFP No. 10032627-13-W

Response to Section C Scope of Services: F. Qualification and Experience
RFP page 17

Section: 10.) Full-name Title and Address of all principal personnel of Tow Provider

Allied Gardens Towing, Inc. is a Corporation, incorporated in the State of Delaware.

Principle personnel include:

Edward S. (Steve) Bishop – President
Dale Wineteer – Vice President
Brad Ramsey – Vice President
David Pudgil – Secretary

Corporate Office:
3821 Calle Fortunada, Suite A
San Diego, CA. 92123

Allied Gardens Towing, Inc.
3821 Calle Fortunada, Suite A
San Diego, CA 92123

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Response to Section C Scope of Services: F. Qualification and Experience
RFP page 17
Section: 11.) Principal Personnel

To achieve performance levels expected by the City of San Diego, Allied Gardens Towing, Inc. DBA RoadOne will rely heavily on the extensive experience and knowledge of its principal personnel, the owners and officers described below:

Edward S. (Steve) Bishop – President

CDL# E0722662

Steve has been in the towing business since 1969, when he joined Allied Gardens Towing. He has tremendous experience in all aspects of the business and currently applies full time attention to dispatch and field operations. He is hands on, and makes certain we get to the calls. Steve is certified by CTTA, TRAA, and the Ross Kinman Heavy Duty Towing and Recovery Course. He is also the current President of Allied Gardens Towing, Inc.

Dale Wineteer – Vice President

CDL#N4034813

Born into a "towing family", Dale has been around towing all of his life. Having worked as a driver, release clerk, and manager, Dale worked his way up in the family business A to Z Enterprises, Inc. In addition to his duties as Vice President, Dale is active in community service. He currently volunteers his time serving on the Board of California Southern Small Business Development Corporation (CSSBD). CSSBD is a state loan guarantee program, which assists small businesses. In recent years Dale has further enhanced his involvement in the financial realm by taking board positions with both Evolution Insurance and Captive Resources Funding.

Brad Ramsey – Vice President

CDL# N8153193

Brad joined A to Z Enterprises, Inc. in 1986. With over 25 years of experience, he has worked on many similar contracts for government agencies, commercial accounts, nonprofits and other entities. Brad is active in the community, reflecting both corporate and personal commitment to our youth. He serves on the Board of Directors of the United States Institute for Amateur Athletics (USIAA) and is the immediate past President as well. Mr. Ramsey has been certified through TRAA in Heavy Duty Recovery, STARS as a Driver Safety Instructor, and UCSD in OSHA Hazardous Materials Response.

David Pudgil – Administrative Manager

CDL# N7887716

David's family was also in the towing business for many years and he became familiar with the business at an early age. He returned to the towing business in 1987 where he worked with his father, Duane Pudgil, and mother who owned DURU, Inc. which operated as South Bay Towing. David remains President of DURU, Inc. giving us a great deal of added experience.

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Response to Section C Scope of Services: F. Qualification and Experience
RFP page 17
Section: 11.) Principal Personnel

Dale Wineteer, Steve Bishop, and Brad Ramsey are owners of the following: RoadOne West, Inc.; R1W 146th STREET, LLC; R1W ARIZONA, LLC; R1W GLENDALE, LLC; OLIVE DRIVE 9135, LLC; CAROLE LANE 7333, LLC. Dale is also an owner of R1W CHULA VISTA, LLC.

Dale Wineteer, Steve Bishop, and Brad Ramsey hold board positions in the following: RoadOne West, Inc.; A to Z Enterprises, Inc.; Allied Gardens Towing, Inc.; Duru, Inc.; Lincoln Towing Enterprises, Inc.; Dick's Towing & Road Service, Inc.; Ken's Towing, Inc.; Western Towing of Phoenix, Inc.; Gary's Towing & Salvage Pool, Inc.; and Anderson Towing Service, Inc.

Dale Wineteer, Steve Bishop, and Brad Ramsey as owners of RoadOne West, Inc. have provided financial backing for the following: A to Z Enterprises, Inc.; Allied Gardens Towing, Inc.; Duru, Inc.; Lincoln Towing Enterprises, Inc.; Dick's Towing & Road Service, Inc.; Ken's Towing, Inc.; Western Towing of Phoenix, Inc.; and Gary's Towing & Salvage Pool, Inc.; Anderson Towing Service, Inc.; R1W 146th STREET, LLC; R1W ARIZONA, LLC; R1W GLENDALE, LLC; OLIVE DRIVE 9135, LLC; CAROLE LANE 7333, LLC.

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Response to Section C Scope of Services: F. Qualifications and Experience
RFP page 17 and 18
Section:

13.) List of Experience in towing, dispatching, storage and disposal of towed vehicles

a. Total number of vehicles towed per year for the last five years

Year	2012	2011	2010	2009	2008
Total Tows	41,728	43,454	45,688	41,810	43,069

b. Claims Filed 71

c. Claims Paid 25

d. Court Cases 0

e. Complaints per Month 6

f. Company-owned trucks 65

g. Subcontract trucks 10 **

h. No

i. No

j. No

k. Yes, as a plaintiff against the City; case was settled out of court.

l. No

m. No

** Occasionally used and only for accounts where allowed.

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Response to Scope of Services
Section F Qualifications and Experience
RFP page 18
14.) List of Insurance/surety companies

Robert Farmer
Centerpointe Insurance Services, Ltd.
807 B Camarillo Springs Road
Camarillo, CA 93012-9463
www.centerpointeinsurance.com
License # 0735759
800-451-8766 x 107
805-384-1166 x 107
805-384-8036 Fax
robertf@cptins.com

Philadelphia Insurance Companies
C/O J.R. Olsen Bonds & Insurance Brokers
7407 Topanga Canyon Blvd.
Canoga Park, CA 91303
Phyllis Hart
800-452-7121

Comerica Bank
James Stanley
Corporate Banking Officer
350 Tenth Avenue, Suite 700
San Diego, CA 92101
619-652-5804

RFP No. 10032627-13-W

SECTION D
PACKAGING AND MARKING
(RESERVED)

**SECTION E
INSPECTION AND ACCEPTANCE**

The City of San Diego's, or designee, will be responsible for inspecting and accepting all work, documents and information received from the Contractor (same as Contract Administrator) for the scope of services specified herein.

Inspection and acceptance will occur at destination unless specified otherwise, and will be made by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of the City.

Risk of loss or damage to deliverables prior to the time of their receipt and acceptance by the City is upon the Contractor. The City has no obligation to accept damaged and/or non-functional deliverables and reserves the right to return or reject them, at the Contractor's expense, damaged and/or non-functional deliverables even though the damage and/or non-function was not apparent or discovered until after receipt.

SECTION F

DELIVERIES OR PERFORMANCE

PERIOD OF PERFORMANCE

Contractor shall perform services as described in Section C for the period of one year beginning from Notice to Proceed, and four additional one year Options if exercised at the sole discretion of the City, in accordance with Section I.05 of this RFP.

Delivery shall be made in accordance with the Contract Documents (see Section I.01, "Definitions"). The City, in its sole discretion, may extend the time for delivery as specified in Section I, General Contract Clauses. The City may order, in writing, the suspension, delay, or interruption of delivery of goods or services.

The Contractor shall immediately notify the City in writing if there are, or it is anticipated, that there will be a delay in performance. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If in the opinion of the City, the delay is material, and the circumstances are within the control of the Contractor, the City may terminate this Contract as provided in Section I.

If delays in the performance are caused by unforeseen events beyond the control of the parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. Any such extension of time must be approved in writing by the City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor or other specific reasons agreed to between the City and the Contractor; provided, however, that: (a) this provision shall not apply to a delay caused by the acts or omissions of the Contractor; and (b) a delay caused by the inability to obtain materials, equipment, or labor shall not entitle the Contractor to an extension of time unless the City has received, in a timely manner, documentary proof satisfactory to City of the Contractor's inability to obtain materials, equipment, or labor.

SECTION G

CONTRACT ADMINISTRATION DATA

The Contract Administrator for this service is the City of San Diego's or designee. The Contractor Administrator will provide daily oversight of this contract to ensure compliance. The Purchasing Agent shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone other than the Purchasing Agent. All changes must be in writing, signed by the Purchasing Agent.

• INVOICING AND PAYMENT

1. Invoices must be submitted per monthly in duplicate (one copy to be marked "original") to:

- The City of San Diego
Address on the PO
NAME OF DEPARTMENT
ADDRESS, MS
San Diego, CA ZIP

and shall conform to policies or regulations adopted from time to time by the City of San Diego. Invoices shall be legible and shall contain, as a minimum, the following information: (1) the contract and purchase order number (if any); (2) a complete itemization of all costs including quantities ordered and delivery order numbers (if any); (3) any discounts offered to the City of San Diego under the terms of the contract; (4) evidence of the acceptance of the supplies or services by the City of San Diego; (5) unique traceable invoice number(s); (6) a copy of all records supporting a copy of all records supporting Small Local Business Enterprises (SLBE) and Emerging Local Business Enterprises (ELBE), Disadvantaged Business Enterprise (DBE), Disadvantaged Veterans Business Enterprise (DVBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) vendor/contractor participation for the payment period to be sent under separate cover to Program Manager, Office of Equal Opportunity Contracting, 1200 Third Avenue, Suite 200, San Diego, CA 92101; (7) total charges billed at this time and date; and (8) total payments received to date.

2. Upon review and approval from the NAME ON PO OF DEPT., invoices shall be forwarded to Comptroller's Department for payment. The approval shall be electronic.
3. Subject to the withholding provisions of the contract, if any, payment shall be made within thirty (30) days after the City of San Diego's receipt of a properly prepared/approved invoice.

4. The Contractor shall provide to the Purchasing Agent a fully executed W-9 Form. It is the Contractor's responsibility to notify the Purchasing Agent of any changes in the remittal address. Failure to provide this information may impact payment of invoices by the City of San Diego. In order that this Form is the current Revision at time of submittal, the Contractor shall download this Form from the Internal Revenue Service website shown below, complete the Form and submit as specified herein. The website from which to obtain this Form is: <http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf>.
5. The City shall pay the Contractor in arrears for services rendered. Billing shall be in accordance with the Price Schedule, allowing for City approved adjustments, if any. Invoices shall be submitted in duplicate with an original and copy clearly identified to the Contract Administrator or designee, at the address specified on the Purchase Order(s) (see Section I.01, "Definitions"). The invoice shall reference the Purchase Order number, include the date of services, description of the work performed by location and/or section or a listing of materials provided, and state the total invoice cost.
6. If applicable, any extra-ordinary labor charges for services shall be included on the invoice along with a description of the extra-ordinary work to include the location/and or section work was performed. Contractor must attach written authorization from the Contract Administrator approving extraordinary work. Failure to do so will result in payment being withheld for such services. The extraordinary labor cost shall be as stated on the current Price Schedule.
7. If applicable, for parts delivered, invoices shall list the manufacturer of the part, manufacturer's published list price, percentage discount applied per the Contract's pricing agreement, and the net price to the City as well as item description, quantity, and extension.

SECTION H
SPECIAL CONTRACT REQUIREMENTS
(RESERVED)

SECTION I
GENERAL CONTRACT CLAUSES

I.01 Definitions

Addenda – Additional terms or modifications to a Request For Proposal (RFP) after original RFP was issued.

Announcement of the Selected Contractor – A written announcement sent to all Contractors that submitted a proposal in response to this RFP (also known as the Intent to Award to an Apparent Successful Proposal or Contractor).

Apparent Successful Proposal or Contractor – The entity that submitted the Proposal best meeting the City’s requirements and will be awarded the Contract, provided that all conditions precedent to Award are fulfilled.

Award – City’s official acceptance of the Apparent Successful Proposer’s Proposal after all conditions precedent to Award and required approvals are fulfilled.

BAFO – Best and Final Offer.

Contract – The agreement between the City and the Contractor which consists of the Contract Documents.

Contract Administrator - Contractor’s point of contact for matters related to the provision of goods or services by Contractor pursuant to this Contract. The name(s) of the Contract Administrator(s) will be provided after Award. Same as Project Manager.

Contract Documents – The documents as defined in the “Contract Form.”

Contractor – A supplier of goods and services. A reference to a supplier of product or service. Also known as Vendor, Proposer, Bidder, or Consultant. These names may be interchangeably used throughout the RFP.

Debarment – A prohibition against participation in City Contracts for reasons and grounds specified in the San Diego Municipal Code.

Emergency – Reasonably unforeseen circumstances as defined in the Municipal Code.

Guarantee of Good Faith – A guarantee in the form of a check, bond or deposit required from each Contractor to be used by the City in the event that an Apparent Successful Contractor fails to honor the terms of the Contract.

Must - Used throughout this RFP to indicate mandatory requirements. Same as "shall."

Notice to Proceed – A written notification from the City to the successful bidder or Contractor stating that there is an award of contract in accordance with the a bid or proposal previously submitted, and that effective with receipt the contractor shall proceed with performance; allows work to start.

Price Schedule – Forms issued by the Purchasing Agent in Section B for Contractors to quote Contract Amount.

Procurement Card – City issued credit card.

Proposal – An offer to enter into a Contract with the City for goods or services for a specified amount as indicated in the Price Schedule contained in Section B, subject to the terms and conditions of the Contract Documents.

Proposal Closing – The date and time when all Proposals must be received by the Purchasing Agent in order to be considered for Award.

Protest – A complaint by an unsuccessful Contractor about a City action or decision related to the selection of the Apparent Successful Contractor prepared in compliance with the provisions of the San Diego Municipal Code.

Purchase Order – The Purchasing Agent's form used to formalize a purchase transaction which is necessary prior to any services or goods being provided pursuant to the Contract.

Purchasing Agent – The person with authority under the San Diego Charter Section 35 and San Diego Municipal Code Section 22.3202, and as delegated by the Mayor to enter into, administer, and terminate City contracts, and make related determinations and findings.

Solicitation or Request For Proposal – Document inviting prospective Contractors to submit Proposals for goods or services.

Specifications or Scope of Services – A description of the physical and functional characteristics or the nature of a supply or service and the performance requirements as outlined in Section C.

Suspension – A prohibition against submitting Proposals on City projects for a temporary period of time as specified in the San Diego Municipal Code.

I.02 **Type of Contract**

This is a firm fixed price contract.

I.03 Term of Contract

The term of this contract shall be the performance period as defined in the Contract Form and Section A, with dates to be memorialized in the Notice to Proceed.

I.04 Notice to Proceed

The Contractor shall not proceed with any performance of services or supply of goods required by this contract without a written Notice to Proceed from the City of San Diego. Any work performed or expenses incurred by the Contractor prior to the Contractor's receipt of Notice to Proceed shall be entirely at the Contractor's risk.

I.05 Option to Extend Services/Term

The City of San Diego may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as required by law (for example, pursuant to adjustments in prevailing wage, minimum wage or local living wage rates). The City will not grant an option, if the Contractor requests an increase which exceeds the EXAMPLE: average percentage variant for the previous twelve (12) months in the Consumer Price Index for All Urban Consumers (CPI-U) for the San Diego area as published by the Bureau of Labor Statistics, or 5.0%, whichever is less. If a price increase is requested, the Contractor must provide detailed supporting documentation to justify the requested increase. The requested increase will be evaluated by the City, and the City reserves the right to accept or reject such request. If any such adjustment results in a change in the contract price that change must be agreed to by the parties in writing pursuant to Section I.13, Changes. The option provision may be exercised more than once.

The Purchasing Agent may exercise the option by written notice to the Contractor sent prior to thirty (30) days before the expiration of the current term. The option to renew may not be declined by the Contractor.

If the City of San Diego exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance pursuant to San Diego City Charter Section 99.

I.06 Conflict of Interest

The Contractor is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq., the City of San Diego Ethics Ordinance, codified in the San

Diego Municipal Code at Section 27.3501 to 27.3595. The City may determine that a conflict of interest code requires the Contractor to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to the City.

The Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

If the Contractor violates any conflict of interest laws or any of these provisions in this Section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the City for all damages sustained as a result of the violation.

I.07 Holidays: The City of San Diego observes the following Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

I.08 Availability of Funds

Multi-year Contracts are subject to annual appropriation of funds by the City Council. Purchase Orders are funded when issued, so are not subject to any subsequent appropriation of funds. All goods and services will be ordered by means of a Purchase Order or through a Procurement Card transaction.

In the event sufficient funds are not appropriated for the next fiscal year, the Contract may be terminated at the end of the current fiscal year. The City shall not be obligated to make further payments. In the event of termination or reduction of services or quantity of goods, Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

I.09 Insurance

Contractor shall not begin any work under Agreement until it has: (a) obtained, and upon the City's request provided to the City, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by the City; (b) obtained City approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by the City. The Contractor shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

9.1 Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

Commercial Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employers' liability coverage, and the Contractor shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

9.2 Deductibles. All deductibles on any policy shall be the responsibility of the Contractor and shall be disclosed to the City at the time the evidence of insurance is provided.

9.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Contract or in the Special General Conditions shall only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the City.

The City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

9.4 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the City before any work is initiated under this Agreement.

Commercial General Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

PRIMARY AND NON-CONTRIBUTORY COVERAGE. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees,

agents and representatives shall be in excess of Contractor's insurance and shall not contribute to it.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Automobile Liability Insurance Endorsements

ADDITIONAL INSURED. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of automobile owned, leased, hired or borrowed by or on behalf of the Contractor.

SEVERABILITY OF INTEREST. The policy or policies must be endorsed to provide that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.

Worker's Compensation Insurance Endorsements

WAIVER OF SUBROGATION. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the City and its respective elected officials, officers, employees, agents and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for the City.

9.5 Reservation of Rights. The City reserves the right, from time to time, to review the Contractor's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Contractor for the cost of the additional premium for any coverage requested by the City in excess of that required by this Agreement without overhead, profit, or any other markup.

9.6 Additional Insurance. The Contractor may obtain additional insurance not required by this Agreement.

9.7 Excess Insurance. All policies providing excess coverage to the City shall follow the form of the primary policy or policies including but not limited to all endorsements.

I.10 Criminal Background Screening

The San Diego Police Department may conduct background investigations, of which the scope is determined by the San Diego Police Department, for any individual that may require access to Police facilities. Additionally, the San Diego Police Department may require background investigations, on all contractor employees, when information becomes available that indicates a potential breach in safety or security.

I.11 Governing Law

The Contract and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

I.12 Legal Requirements

Federal, state, county and local laws, ordinance, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Any acts or omissions of Contractor in violation of federal, state, or municipal law, City Charter, City Policies or regulations [regarding anti-competitive practices, unfair trade practices, collusion, gratuities, kickbacks, contingent fees, contemporaneous employment, or similar violations creating an unfair influence on the public solicitation and award process pertaining to this Contract] shall void this Contract. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages arising out of the violation of any applicable law, including costs for substitute performance, and is subject to Suspension and Debarment.

I.13 Changes

- a. The Purchasing Agent may, at any time, by written order and without notice to the sureties, make changes within the general scope of the contract in the services to be performed. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change unless the Purchasing Agent grants a further period of time before the date of final payment under the contract.
- b. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Purchasing Agent.

- c. The Contract Documents fully express all understandings of the parties concerning the matters therein. No verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing.

I.14 Drug-Free Workplace

The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952 and incorporated into this Agreement by this reference.

I.15 Notices

Notices under this Contract shall be in writing, shall reference the Contract Number, and shall be considered effective upon personal delivery to the individuals listed below or five (5) calendar days after deposit in any U.S. mailbox, first class and addressed to the other party as follows:

- The City of San Diego:
Purchasing Agent
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego CA 92101-4195

I.16 Indemnification and Hold Harmless Agreement

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

I.17 The City of San Diego Restrictions

In the event any City of San Diego restrictions may be imposed which would necessitate alteration of material, quality, workmanship or performance of the goods or services offered, it shall be the responsibility of the Contractor to immediately notify the City in writing specifying the regulation which requires alteration. The City of San Diego reserves the right to accept any such alteration,

including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the City of San Diego.

I.18 Assignment or Transfer

The Contractor shall not assign or transfer any interest in the contract, in whole or part, without written approval of the Purchasing Agent. Claims for sums of money due, or to become due from the City of San Diego pursuant to the contract may be assigned to a bank, trust company or other financial institution. The City of San Diego is hereby expressly relieved and absolved of any and all liability in the event a purported assignment or subcontracting of the contract is attempted in the absence of the Contractor obtaining the Purchasing Agent's prior written approval.

Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Contract, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

I.19 Availability of Records

The Contractor shall retain and maintain all records and documents relating to City Contracts for five (5) years after receipt of final payment by the City, and shall make them available for inspection and audit by authorized representatives of the City, including the Purchasing Agent or designee.

The Contractor shall make available all requested data and records upon reasonable advance notice at locations within the City or County of San Diego, at any time during normal business hours, and as often as the City deems necessary. If records are not made available within the City or County of San Diego, the Contractor shall pay the City's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested may result in termination of the Contract.

Contractor must include this provision in all subcontracts.

I.20 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The following actions may require discipline:

- a. Neglect of duty;
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;

- c. Theft, vandalism, immoral conduct or any other criminal action;
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment at the City of San Diego; and
- e. Criminal convictions.

Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of Contractor shall, while on the premises of the City, comply with all City rules and regulations.

I.21 Removal of Employees

The City of San Diego may request the Contractor immediately remove from assignment to the City of San Diego any employee found unfit to perform duties at the discretion of the City of San Diego and Contractor shall comply with all such requests.

I.22 Supervision

The Contractor shall provide adequate and competent supervision at all times during the performance of the contract. The Contractor or his designated representative shall be readily available to meet with the City of San Diego personnel. The Contractor shall provide the telephone numbers where its representative(s) can be reached.

I.23 Performance Evaluation Meeting

The Contractor shall be readily available to meet with representatives of the City of San Diego weekly during the first month of the contract and as often as necessary thereafter for the purpose of evaluating Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

I.24 Federal, State and Local Reporting Compliance

The Contractor shall provide such financial and program information as required by the City of San Diego to comply with all Federal, State and local law reporting requirements.

I.25 Nondiscrimination

25.1 Nondiscrimination in Employment. The contractor shall comply with the City's Equal Opportunity Contracting Program. For applicable rules see: San Diego Municipal Code Chapter 2, Article 2, Division 27 (Section 22.2701 et. seq.), and <http://www.sandiego.gov/eoc/index.shtml>. The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. The Contractor shall provide equal opportunity in all

employment practices. The Contractor shall ensure that its Subcontractors comply with the City's Equal Opportunity Contracting Program Contractor Requirements. Nothing in this Section shall be interpreted to hold the Contractor liable for any discriminatory practice of its Subcontractors.

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

25.3 Contract Disclosure Requirements. Upon the City's request, the Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, Contractors, and suppliers that the Contractor has used in the past five (5) years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by the Contractor for each subcontract or supply contract. The Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance [San Diego Municipal Code sections 22.3501-22.3517]. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment, and other sanctions.

I.26 Project Personnel

Except as formally approved by the City of San Diego, the key personnel identified in the Contractor's Proposal shall be the individuals who will actually complete the work, at the proposed levels of effort. Changes in staffing must be proposed in writing to the City of San Diego and approved.

I.27 Photo Identification Badge

The Contractor(s) shall provide any individual assigned to the City of San Diego, a company photo identification badge, which must be worn at all times while on the City of San Diego property. The City of San Diego reserves the right to require the Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. Upon completion of the service and prior to final payment of invoice, all employees shall turn in their photo identification badges to the Contractor.

I.28 Lobbyist Activities

Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to any Purchasing Agent, Council Member of the City of San Diego, Mayor, members of Senior Management; the name of, the group, association, organization or business interest she/he is representing.

1. For purposes of The City of San Diego Policy, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence the City of San Diego on matters within their official jurisdiction.
2. For purposes of this Policy, a lobbyist is not considered a public official acting in her/his official capacity.
3. Lobbyists shall annually disclose in each instance and for each client prior to any lobbying activities, their identity and activities.
4. The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of a City of San Diego employee.

I.29 Gratuities

1. The Contract may be terminated by written notice if the Purchasing Agent determines that the Contractor, its agent, or another representative:
 - a. Offered or gave a gratuity (e.g. an entertainment or gift) to an officer, or employee of the City of San Diego; and
 - b. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
2. If this contract is terminated under the first paragraph above, The City of San Diego is entitled to pursue breach of contract remedies and all other remedies available at law.

I.30 Termination

1. Termination for Default

The City may, by written notice of default to the Contractor, terminate the whole, or any part of, this Contract, provided that Contractor fails to cure such default within ten (10) days after receipt of such notice and assuming such default is capable of being cured. The following are considered defaults:

- a. Failure to make delivery of the goods or to perform the services of the required quality or within the time specified; or
- b. Failure to perform any of the obligations of this Contract, or to make sufficient progress in performance which may jeopardize full performance.

In the event the City terminates this Contract, in whole or in part, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and the Contractor shall be liable to the City for any excess costs. The Contractor shall also continue performance to the extent not terminated.

2. Termination for Convenience

The Purchasing Agent, by written thirty (30) day notice, may terminate this Contract, in whole or in part, when it is in the best interest of the City. Contractor shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

The Purchasing Agent may, by written notice to the Contractor, terminate this contract in whole or in part at any time as stated above. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Purchasing Agent all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this contract, whether completed or in process.

- a. If the termination is for the convenience of the City of San Diego and if this is a fixed price contract, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- b. If, after notice of termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the contract price shall be made as provided in paragraph (a) of this clause.
- c. The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under this contract. Time is of the essence for all delivery, performance, submittal, and completion dates in this contract.

I.31 Insolvency

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Purchasing Agent responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of the City of San Diego contract numbers and contracting offices for all the City of San Diego contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

I.32 Dispute Resolution

If a dispute arises out of or relates to this Contract and if said dispute cannot be settled through normal contract negotiations, the Contractor and the City must first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of the American Arbitration Association or any other neutral organization agreed upon before having recourse in a court of law.

1. Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the claim. The mediator will be knowledgeable in the subject matter of this Contract, if possible, and chosen from lists furnished by the American Arbitration Association or any other agreed upon mediator.
2. Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.
3. Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code Sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though the City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

4. **Mediation Results.** Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

I.33 Patents and Royalties

Unless otherwise specified, the Contractor shall pay all royalties, license and patent fees. In submitting a Proposal, the Contractor warrants that the materials to be supplied do not infringe upon any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the Contractor or those furnishing material to the Contractor pursuant to this Contract. The Contractor, without exception, shall defend, indemnify and hold harmless The City of San Diego and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of San Diego. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

I.34 Warranty of Services

1. "Acceptance," as used in this clause, means the act of an authorized representative of the City of San Diego by which the City of San Diego assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract. "Correction," as used in this clause, means the elimination of defect.
2. Notwithstanding inspection and acceptance by the City of San Diego or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Purchasing Agent shall give written notice of any defect or nonconformance to the Contractor within twenty-four (24) hours. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the City of San Diego does not require correction or re-performance.
3. If the Contractor is required to correct or re-perform, it shall be at no cost to the City of San Diego, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially

performed. If the Contractor fails or refuses to correct or re-perform, the Purchasing Agent may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the City of San Diego thereby, or make an equitable adjustment in the contract price.

I.35 Licenses and Permits

The Contractor shall, without additional expense to the City of San Diego, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the work or to the products or services to be provided under this contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

I.36 Taxes

The City will furnish Exemption Certificates for Federal Excise Tax. The City is liable for State, City, and County Sales Taxes. Do not include this tax in the Amount proposed; it will be added to the net amount invoiced. All or any portion of the City Sales Tax returned to the City will be considered in the evaluation of Proposals.

I.R.S. regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide services or products to the City. This information is necessary to complete Form 1099 at the end of each tax year.

In order to comply with I.R.S. regulations, the City requires each Contractor to provide a Form W-9 prior to Award of Contract. Failure to provide a completed Form W-9 within ten (10) business days of the City's request may result in a Proposal being declared non-responsive and rejected.

I.37 Protection of the City of San Diego Property

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on or about premises owned by, or under the control of, the City of San Diego. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City of San Diego as the Purchasing Agent directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.38 Publicity Releases

All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this contract or the work, hereunder, which the Contractor or any of its subcontractors desires to make for purposes of publication

in whole or in part, shall be subject to approval by the Purchasing Agent prior to release.

I.39 Suspension of Work

The Purchasing Agent may order the Contractor in writing to suspend all or any part or the work for such period of time as he or she may determine to be appropriate for the convenience of the City of San Diego. In the case of delay caused by the City, the Contractor may be entitled to an adjustment. However, no part of any claim based on the provisions of this clause shall be allowed if not supported by adequate evidence showing that the cost would not have been incurred but for a delay within the provisions of this clause.

I.40 Standards of Performance

The Contractor shall perform all services required by this contract in accordance with high professional standards prevailing in the Contractor's field of work.

Unless otherwise required in the Scope of Services/Work, all goods furnished shall be new and the best of their kind.

Any reference to a specific brand name is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality or reliability standards and requirements of the City, thereby incorporating these requirements by reference within the Specification. An equivalent ("or equal") may be offered by the Contractor in response to a brand name reference (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to Award of the Contract. If the Contractor offers an item of a manufacturer or Contractor other than that specified, Contractor must identify maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation.

The City has sole discretion in determining whether a Proposed Equivalent will satisfy its requirements. It is the Contractor's responsibility to provide, at its expense, any product information, test data or other information or documents the City requests in order to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing or evaluation at qualified test facilities or destructive testing.

If the item in the Specifications has a trade name, brand, catalog, manufacturer, and/or product number, Contractor shall state the applicable trade name, brand, catalog, manufacturer, and/or product number in the Proposal.

Services performed and goods provided, must be acceptable to the City, in strict conformity with all instructions, conditions, and terms of the Contract Documents and performed in accordance with the standards customarily adhered to by an

experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Mayor, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes, and good business practices.

I.41 Notice of Labor Disputes

- a. If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor immediately shall give notice, including all relevant information, to the Purchasing Agent.
- a. The Contractor agrees to insert the substance of this clause, including this paragraph, in any subcontract under which a labor dispute may delay the timely performance of this contract; except that each subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the Contractor, as the case may be, of all relevant information concerning the dispute.

I.42 Pending Legal Dispute

If the Contractor is currently involved in litigation with the City or any of the Agencies identified in this RFP, the Contractor must identify the title of the litigation, the Court(s) where the litigation is pending, and the case number(s), along with a brief description(s) of the nature of the dispute(s).

I.43 Time of Essence

Time is of the essence for each provision of the Contract Documents, unless specified otherwise.

I.44 Americans with Disabilities Act Certification

The Contractor hereby certifies that it agrees to comply with the City's Americans With Disabilities Act Compliance/City Contracts requirements set forth in Council Policy 100-04, adopted by San Diego Resolution R-282153 and incorporated into this Agreement by this reference.

I.45 Debarment Proceedings

Contractor misconduct may be punishable by suspension or debarment in accordance with San Diego Municipal Code Sections 22.0800, *et seq.*

I.46 Other Public Agencies

Public agencies other than the City of San Diego, as defined by Cal. Gov. Code § 6500 may choose to use this Contract, subject to the Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent agreement between the Contractor and another public agency. If agreements are entered into by other agencies and the Contractor, Contractor shall furnish the City with an annual report showing the name of the agencies, contact person and phone number for each agency, and details of goods or services provided, including quantities. This report shall be furnished to the City upon request.

I.47 Product Endorsements

Contractor is prohibited from indicating, either directly or by implication, that the City has endorsed its goods or services without prior written authorization by the City.

I.48 Procurement Card Transactions

DELETED.

I.49 Severability

The unenforceability, invalidity, or illegality of any provision of the Contract Documents shall not render any other provision unenforceable, invalid, or illegal.

I.50 No Waiver

No failure of either the City or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

I.51 Covenants and Conditions

All provisions in the Contract expressed as either covenants or conditions on the part of the City or Contractor, shall be deemed to be both covenants and conditions.

I.52 Headings

All article headings are for convenience only and shall not affect the interpretation of these Contract Documents.

I.53 Independent Contractors

The Contractor and any subcontractors employed by the Contractor shall be independent contractors and not agents of the City. Any provisions in the Contract that may appear to give the City any right to direct the Contractor concerning the details of performance, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the City concerning the end results of the performance.

I.54 Successors in Interest

This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

I.55 Software Licensing

Contractor represents and warrants that the software, as delivered to the City, does not contain any program code, virus, worm, trap door, back door, timer, or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of Licensor-selected conditions, or manually on the command of.

I.56 Intellectual Property

56.1 Work For Hire. All original designs, plans, specifications, reports, documentation, and other informational materials, whether written or readable by machine, originated or prepared exclusively for the City pursuant to this Agreement (Deliverable Materials) is "work for hire" under the United States Copyright law and shall become the sole property of the City. The Contractor, including its employees, and independent Subcontractor(s), shall not assert any common law or statutory patent, copyright, trademark, or any other intellectual proprietary right to the City to the deliverable Materials.

56.2. Rights in Data. All rights (including, but not limited to publication(s), registration of copyright(s), and trademark(s)) in the Deliverable Materials, developed by the Contractor, including its employees, agents, talent and independent Subcontractors pursuant to this Agreement are the sole property of the City. The Contractor, including its employees, agents, talent, and independent Subcontractor(s), may not use any such Product mentioned in this article for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the City.

56.3 Intellectual Property Rights Assignment. Contractor, its employees, agents, talent, and independent Subcontractor(s) agree to promptly execute and deliver, upon request by City or any of its successors or assigns at any time and

without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials; and cooperate and assist in the prosecution of any action or opposition proceeding involving said rights and any adjudication of the same.

56.4 Moral Rights. Contractor, its employees, agents, talent, and independent Subcontractor(s) hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Deliverable Materials which Contractor, its employees, agents, talent, and independent Subcontractor(s), may now have or which may accrue to Contractor, its employees, agents, talent, and independent Subcontractor(s)' benefit under U.S. or foreign copyright laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the content and the right to object to any modification, translation or use of said content, and any similar rights existing under judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

56.5 Subcontracting. In the event that Contractor utilizes a Subcontractor(s) for any portion of the Work that is in whole or in part of the specified Deliverable(s) to the City, the agreement between Contractor and the Subcontractor [Subcontractor Agreement] shall include a statement that identifies that the Deliverable/Work product as a "work-for hire" as defined in the Act and that all intellectual property rights in the Deliverable/Work product, whether arising in copyright, trademark, service mark or other belongs to and shall vest solely with the City. Further, the Subcontractor Agreement shall require that the Subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to the City, all titles, rights and interests in and to said Work/Deliverable, including all copyrights and other intellectual property rights. City shall have the right to review any Subcontractor agreement for compliance with this provision.

56.6 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent of the City.

56.7 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this contract are either original, not encumbered and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor's own

expense, new non-infringing materials, deliverables or Works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages of any type alleging or threatening that any materials, deliverables, supplies, equipment, services or Works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claims of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

I.57 Confidentiality of Services

All services performed by Contractor, and any subcontractors if applicable including but not limited to all drafts, data, information, correspondence, proposals, reports or any nature, estimates compiled or composed by the Contractor, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Contractor, at the time that it was disclosed to the Contractor by the City, (b) subsequently becomes publicly known through no act or omission of the Contractor, or (c) otherwise becomes known to the Contractor other than through disclosure by the City.

I.58 Business Tax License

Any company doing business with the City of San Diego is required to comply with Section 31.0301 of the San Diego Municipal Code regarding Business Tax. For more information please visit the City of San Diego website at www.sandiego.gov/treasurer/ or call (619) 615-1500. The City requires that each Contractor provide a copy of their Business Tax License, or a copy of their application receipt. Failure to provide the required documents within ten (10) business days of the City's request may result in a Bid being declared non-responsive and rejected.

I.59 Deleted.

Deleted.

I.60 Compliance with Controlling Law

The Contractor shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Contractor shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

I.61 Equal Benefits

Effective January 1, 2011, any contract awarded from this solicitation is subject to the City of San Diego's Equal Benefits Ordinance [EBO], Chapter 2, Article 2, Division 43 of the San Diego Municipal Code [SDMC].

In accordance with the EBO, contractors must certify they will provide and maintain equal benefits as defined in SDMC §22.4302 for the duration of the contract [SDMC §22.4304(f)]. Failure to maintain equal benefits is a material breach of the contract [SDMC §22.4304(e)]. Contractors must notify employees of their equal benefits policy at the time of hire and during open enrollment periods and must post a copy of the following statement in an area frequented by employees:

During the performance of a contract with the City of San Diego, this employer will provide equal benefits to its employees with spouses and its employees with domestic partners.

Contractors also must give the City access to documents and records sufficient for the City to verify the contractors are providing equal benefits and otherwise complying with EBO requirements.

Full text of the EBO and the Rules Implementing the Equal Benefits Ordinance are posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Equal Benefits Program at (619) 533-3948.

I.62 Contractor Standards

This Contract is subject to the Contractor Standards clause of the Municipal Code, Chapter 2, Article 2, Division 32 adopted by Ordinance No. O-19383. All Contractors are required to complete the Contractor Standards Pledge of Compliance included in this RFP (refer to Section K).

I.63 Living Wage

Any contract awarded from this solicitation is subject to the City of San Diego's Living Wage Ordinance [LWO], Chapter 2, Article 2, Division 42 of the San Diego Municipal Code [SDMC]. Provisions of the LWO include requirements for contractors and subcontractors to pay specified rates and provide compensated and uncompensated days off for covered employees. Full text of the LWO and Rules Implementing the Living Wage Ordinance is posted on the City's website at www.sandiego.gov/purchasing/ or can be requested from the Living Wage Program at (619) 236-6682.

LWO wage and health benefit rates are adjusted annually in accordance with SDMC §22.4220(b) to reflect the Consumer Price Index. Any contract awarded from this solicitation must include this upward adjustment of pay rates to covered employees on July 1 of each year.

SECTION J

LIST OF ATTACHMENTS, EXHIBITS, OR APPENDICES

Attachment - Equal Opportunity Contracting Program (EOCP) Proposer
Requirements

ATTACHMENT

EQUAL OPPORTUNITY CONTRACTING PROGRAM (EOCP)

GOODS OR SERVICES CONTRACTOR REQUIREMENTS

- I. City's Equal Opportunity Commitment
- II. Nondiscrimination in Contracting Ordinance
- III. Equal Employment Opportunity Outreach Program
- IV. Small and Local Business Program
- V. Demonstrated Commitment to Equal Opportunity
- VI. Definitions
- VII. Certification
- VIII. List of Attachments

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report

- I. **City's Equal Opportunity Commitment.** The City of San Diego (City) is strongly committed to equal opportunity for employees and Subcontractors of Contractors doing business with the City. The City encourages its Contractors to share this commitment. Contractors are encouraged to take positive steps to diversify and expand their Subcontractor solicitation base and to offer consulting opportunities to all eligible Subcontractors.
- II. **Nondiscrimination in Contracting Ordinance.** All Contractors doing business with the City, and their Subcontractors, must comply with requirements of the City's *Nondiscrimination in Contracting Ordinance*, San Diego Municipal Code Sections 22.3501 through 22.3517.
 - A. **Bid or Proposal Documents to include Disclosure of Discrimination Complaints.** As part of its bid or proposal, Contractor shall provide to the City a list of all instances within the past ten (10) years where a complaint was filed or pending against Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, Subcontractors, vendors, or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

- B. Nondiscrimination in Contracting. The following language shall be included in contracts for City projects between the Contractor and any Subcontractors, vendors, and suppliers:

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

- C. Contract Disclosure Requirements. Upon the City's request, Contractor agrees to provide to the City, within sixty (60) calendar days, a truthful and complete list of the names of all Subcontractors, vendors, and suppliers that Contractor has used in the past five (5) years on any of its contracts that were undertaken within County of San Diego, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance, Municipal Code Sections 22.3501 through 22.3517. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in remedies being ordered against the Contractor up to and including contract termination, debarment and other sanctions.

III. Equal Employment Opportunity Outreach Program. Contractors shall comply with requirements of San Diego Municipal Code Sections 22.2701 through 22.2707. Contractors shall submit with their bid or proposal a *Work Force Report* for approval by the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP).

- A. Nondiscrimination in Employment. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Contractor liable for any discriminatory practice of its subcontractors.
- B. Work Force Report. If based on a review of the *Work Force Report* (Attachment AA) submitted an EOCP staff Work Force Analysis determines there are under representations when compared to County Labor Force Availability data, then the Contractor will also be required to submit an *Equal Employment Opportunity* (EEO) *Plan* to the Program Manager of the City of San Diego Equal Opportunity Contracting Program (EOCP) for approval

- C. Equal Employment Opportunity Plan. If an *Equal Employment Opportunity Plan* is required, the Program Manager of EOCP will provide a list of plan requirements to Contractor.

IV. Small and Local Business Program Requirements. The City has adopted a Small and Local Business Enterprise (SLBE) program for Goods or services contracts. SLBE program requirements for goods or services contracts are set forth Council Policy 100-10.

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000:

1. The City shall apply a bid discount in the way of:
 - a. 2% discount off the bid price for SLBE or ELBE prime contractors; or
 - b. 2% discount off the bid price for prime contractors achieving the voluntary goal of 20% for SLBE or ELBE subcontractor participation set forth in subsection 2 below.

The discount will not apply if an award to the discounted bidder would result in a total contract cost of \$10,000 in excess of the low, non-discounted bid. In the event of a tie between a discounted bidder and non-discounted bidder, the discounted bidder will be awarded the contract.

2. All goods or services contracts valued over \$50,000 or more have a voluntary SLBE/ELBE goal of 20%. For the purposes of this Council Policy, the subcontractor requirement may be met by a provider of materials or supplies. Details can be found at <http://www.sandiego.gov/eoc/boc/slbe.shtml>.

- B. Subcontractor Participation List. The *Subcontractor Participation List* (Attachment BB) shall indicate the Name and Address, Scope of Work, Percent of Total Proposed Contract Amount, Certification Status and Where Certified for each proposed Subcontractor/SubContractor.
- C. Commitment Letters. Contractor shall also submit Subcontractor *Commitment Letters* on Subcontractor's letterhead, no more than one page each, from all proposed Subcontractors to acknowledge their commitment to the team, scope of work, and percent of participation in the project.
- D. Contract Activity Reports. To permit monitoring of the winning Contractor's commitment to achieving compliance, *Contract Activity Reports* (Attachment CC) reflecting work performed by Subcontractors/Vendors shall be submitted quarterly for any work covered under an executed contract.

V. Demonstrated Commitment to Equal Opportunity. The City seeks to foster a business climate of inclusion and to eliminate barriers to inclusion.

A. Contractors are required to submit the following information with their bid or proposal:

1. **Outreach Efforts.** Description of Contractor's outreach efforts undertaken on this project to make subcontracting opportunities available to all interested and qualified firms including SLBE/ELBE/DBE/MBE/WBE/DVBE/OBE.
2. **Past Participation Levels.** Listing of Contractor's Subcontractor participation levels achieved on all private and public projects within the past three (3) years. Include name of project, type of project, value of project, Subcontractor firm's name, percentage of Subcontractor firm's participation, and identification of Subcontractor firm's ownership as a certified Small or Emerging Local Business Enterprise, Woman Business Enterprise, Disadvantaged Business Enterprise, Disabled Veteran Business Enterprise, or Other Business Enterprise.
3. **Equal Opportunity Employment.** Listing of Contractor's strategies to recruit, hire, train and promote a diverse workforce. These efforts will be considered in conjunction with Contractor's *Workforce Report* as compared to the County's Labor Force Availability.
4. **Community Activities.** Listing of Contractor's current community activities such as membership and participation in local organizations, associations, scholarship programs, mentoring, apprenticeships, internships, community projects, charitable contributions and similar endeavors.

- B.** In accordance with the City's Equal Opportunity Commitment, the City will consider the four factors described above as part of the RFB or RFP evaluation process. These factors will be evaluated on a pass or fail basis.

VI. Definitions.

Certified "**Minority Business Enterprise**" (MBE) means a business which is at least fifty-one percent (51%) owned by African Americans, American Indians, Asians, Filipinos, and/or Latinos and whose management and daily operation is controlled by one or more members of the identified ethnic groups. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more members of the identified ethnic groups.

Certified "**Women Business Enterprise**" (WBE) means a business which is at least fifty-one percent (51%) owned by one or more women and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, one or more women.

Certified **“Disadvantaged Business Enterprise” (DBE)** means a business which is at least fifty-one percent (51%) owned and operated by one or more socially and economically disadvantaged individuals and whose management and daily operation is controlled by the qualifying party(s). In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned by, and the business operated by, socially and economically disadvantaged individuals.

Certified **“Disabled Veteran Business Enterprise” (DVBE)** means a business which is at least fifty-one percent (51%) owned by one or more veterans with a service related disability and whose management and daily operation is controlled by the qualifying party(s).

“Other Business Enterprise” (OBE) means any business which does not otherwise qualify as Minority, Woman, Disadvantaged or Disabled Veteran Business Enterprise.

Emerging Local Business Enterprise (ELBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets the definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

1. \$2.75 million – Construction
2. \$1.5 million – Specialty Construction
3. \$1.5 million – Goods/Materials/Services
4. 1.0 million – Trucking
5. \$750,000 – Professional Services and Architect/Engineering

If a business has not existed for 3 years, the gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

Local Business Enterprise (LBE) – A firm having a Principal Place of Business and a Significant Employment Presence in San Diego City or County, California that has been in operation for 12 consecutive months and a valid business tax certificate. This definition is subsumed within the definition of Small Local Business Enterprise.

Small Local Business Enterprise (SLBE) – Any for-profit enterprise that is not a broker, that is independently owned and operated; that is not a subsidiary of another business; that meets definition of a local business; and that is not dominant in its field of operation whose average gross annual receipts in the prior three fiscal years do not exceed:

- \$5.0 million – Construction
- \$3.0 million – Specialty Construction
- \$3.0 million – Goods/Materials/Services
- \$2.0 million – Trucking
- \$1.5 million – Professional Services and Architect/Engineering

California State certified Micro and Disabled Veteran Owned business enterprises shall also satisfy the requirements to be defined as a Small Business Enterprise.

If a business has not existed for 3 years, the employment and gross sales limits described above shall be applied based upon the annual averages over the course of the existence of the business.

VII. Certification.

Below are the EOC – accepted certification agencies along with certifiable groups:

City of San Diego:	ELBE, SLBE
Caltrans:	DBE, SDBE, SWBE
Dept. of General Services:	DVBE
CA Public Utilities Commission:	MBE, WBE
City of Los Angeles:	DBE, WBE, MBE
SD Regional Minority Supplier Diversity Council:	MBE, WBE

VIII. List of Attachments.

- AA. Work Force Report
- BB. Subcontractors List
- CC. Contract Activity Report

I. City's Equal Opportunity Commitment

Allied Gardens Towing, Inc (RoadOne) is also strongly committed to equal opportunity for our employees and our subcontractors. As a local company employing local citizens and doing business with many local individuals and businesses we take our role as an equal opportunity employer/contractor seriously.

II. Nondiscrimination in Contracting Ordinance

A. Disclosure of Discrimination Complaints

None

B. Nondiscrimination in Contracting

We agree to the usage of the required language in contracts for City projects between the City and the contractor and any subcontractors, vendors, and suppliers.

C. Contract Disclosure Requirements

Upon City's request we agree to provide the City with a list of subcontractors, vendors, and suppliers used in the past 5 years on any contracts undertaken in the County of San Diego, including dollar amount paid for each subcontract or supply contract. We will fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance. We understand that failure to do so is a material breach of contract and may result in the City pursuing remedies.

III. Equal Employment Opportunity Outreach Program

A. Nondiscrimination in Employment

We do not discriminate against any employee or applicant for employment on the any basis prohibited by law. We will make this program a compliance with this program a requirement for our subcontractors. We are not liable for any discriminatory practice of our subcontractors.

B. Work Force Report

See Attached Work Force Report

IV. Small and Local Business Program Requirements

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000

We understand the discount for SLBE or ELBE prime contractors or prime contractors meeting the voluntary goal of 20% for SLBE or ELBE subcontractor participation.

B. Subcontractor Participation List

See Attached Form

C. Commitment Letters

See Attached Letters

D. Contract Activity Reports

Going forward we agree to submit a quarterly report "Contract Activity Reports" to monitor our commitment and levels of compliance.

V. Demonstrated Commitment to Equal Opportunity

A. Required information:

1. Outreach Efforts.

As a locally owned and operated corporation we do business with a variety of local individuals and companies, although not many of them are certified as SLBE/ELBE/DBE etc. For the scope of services outlined in this contract we felt the opportunities to subcontract were limited. Allied Gardens Towing can provide all the services without subcontracting but we were interested in coming as close as possible to the City's voluntary 20% goal. We researched certified vendors on the City of San Diego web site, there was only one tow company listed American Towing and Dismantling, Inc. Since there was only one firm it was easy to approach them with an opportunity to work with us. We looked for other vendors to subcontract as suppliers but it was not practical for this contract.

2. Past Participation levels.

Name of Project: Contract with SANDAG for Freeway Service Patrol

Type of Project: Towing and roadside assistance on various freeways

Value of project: \$2,000,000

Subcontractor's name: KBM Facility Solutions (provides washing,
cleaning and safety service and supplies)
RJ Safety Supply (safety supplies such as vests,
coveralls and materials)

Percentage of subcontractor's participation: 2%

Identification of subcontractor firms certification:

KBM Facility Solutions (DBE), (SMBE), (WBE)
RJ Safety Supplies (DBE), (SBE), (WBE)

3. Equal Opportunity Employment.

RoadOne is proud of our diverse workforce and believes it is due to our efforts specifically in the areas of recruiting, training and retaining our employees.

- We place job postings on various employment websites and job boards
- We participate in neighborhood job fairs
- We encourage employee referrals
- We have an Equal Employment Opportunity and Nondiscrimination Policy in place; all employees must sign an acknowledgment of receipt during orientation
- We offer benefits to all employees as well as spouses and domestic partners
- We offer multiple medical benefits plans including one through SIMSA in Tijuana, Mexico
- We support our new employees by providing training and mentoring programs while they get acclimated to our organization
- We promote and provide raises based on meritorious job performance regardless of age, race and gender

4. Community Activities

RoadOne and its key personnel are very involved in the local community. RoadOne is a member of the East County Chamber of Commerce, Oceanside Chamber of Commerce and the Poway Chamber of Commerce. Our Vice President, Dale Wineteer volunteers on the Board of California Southern Small Business Development Corporation (CSSBD). CSSBD is a state loan guarantee program, which assists small businesses. Vice President, Brad Ramsey serves on the board of the United States Institute for Amateur Athletics (USIAA). USIAA is an organization that provides athletic opportunities to our local disadvantaged youth. RoadOne also donates cars to local police and fire departments to use for training purposes. We have also provided vehicles involved in alcohol related accidents for DUI awareness to many high school and MADD events. Our charitable contributions include USIAA, San Diego Blood Bank, San Diego County Motor Officers, Children's Wish Foundation and Shop with a Cop to name a few.



City of San Diego.
EQUAL OPPORTUNITY CONTRACTING (EOC)
1010 Second Avenue • Suite 500 • San Diego, CA 92101
Phone: (619) 533-4464 • Fax: (619) 533-4474

WORK FORCE REPORT

ADMINISTRATIVE

The objective of the Equal Employment Opportunity Outreach Program, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law.

CONTRACTOR IDENTIFICATION

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

Name of Company: Allied Gardens Towing, Inc.

AKA/DBA: RoadOne

Address (Corporate Headquarters, where applicable): 3821 Calle Fortunada Suite A

City San Diego County San Diego State CA Zip 92123

Telephone Number: (858) 492-5218 FAX Number: (858) 492-5298

Name of Company CEO: Steve Bishop (President)

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

Address: See attached list of company facilities

City County State Zip

Telephone Number: () FAX Number: ()

Type of Business: Towing Type of License: Business 1999000070

The Company has appointed: Brad Ramsey

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

Address: 3821 Calle Fortunada Ste A, San Diego, CA 92123

Telephone Number: (858) 492-5201 FAX Number: (858) 492-5298

- [x] One San Diego County (or Most Local County) Work Force - Mandatory
[] Branch Work Force *
[] Managing Office Work Force

Check the box above that applies to this WFR.

*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of Allied Gardens Towing, Inc.

(Firm Name)

San Diego, California hereby certify that information provided

(County) (State)

herein is true and correct. This document was executed on this 20th day of 20 February 2013

[Signature]
(Authorized Signature)

Steve Bishop (President)
(Print Authorized Signature)

WORK FORCE REPORT - NAME OF FIRM: Allied Gardens Towing, Inc. DATE: 1/30/2013

OFFICE(S) or BRANCH(ES): _____ COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY																	
Management & Financial				1										3			
Professional																	
A&E, Science, Computer																	
Technical																	
Sales																	
Administrative Support				1									1	3			
Services	1	1	12	9									14	1			
Crafts			1										2				
Operative Workers																	
Transportation	4		28		2								19	4			
Laborers*																	

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

Totals Each Column	5	1	43	9	2								39	8			
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Grand Total All Employees 107

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled																	
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Non-Profit Organizations Only:

Board of Directors																	
Volunteers																	
Artists																	

WORK FORCE REPORT – Page 3

NAME OF FIRM: Allied Gardens Towing, Inc.

DATE: 1/30/2013

OFFICE(S) or BRANCH(ES): _____

COUNTY: San Diego

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

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

TRADE OCCUPATIONAL CATEGORY							
Brick, Block or Stone Masons							
Carpenters							
Carpet, Floor & Tile Installers Finishers							
Cement Masons, Concrete Finishers							
Construction Laborers							
Drywall Installers, Ceiling Tile Inst							
Electricians							
Elevator Installers							
First-Line Supervisors/Managers							
Glaziers							
Helpers; Construction Trade							
Millwrights							
Misc. Const. Equipment Operators							
Painters, Const. & Maintenance							
Pipelayers, Plumbers, Pipe & Steam Fitters							
Plasterers & Stucco Masons							
Roofers							
Security Guards & Surveillance Officers							
Sheet Metal Workers							
Structural Metal Fabricators & Fitters							
Welding, Soldering & Brazing Workers							
Workers, Extractive Crafts, Miners							
Totals Each Column							
Grand Total All Employees							
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:							
Disabled							



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade

Brick, Block or Stone Masons

Brickmasons and Blockmasons
Stonemasons

Carpenters

Carpet, floor and Tile Installers and Finishers

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers

Drywall Installers, Ceiling Tile Inst

Drywall and Ceiling Tile Installers
Tapers

Electricians

Elevator Installers and Repairers

First-Line Supervisors/Managers

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers

Helpers, Construction Trade

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons

Roofers

Security Guards & Surveillance Officers

Sheet Metal Workers

Structural Iron and Steel Workers

Welding, Soldering and Brazing Workers

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Station #	Address	City	County	State/Zip Code	Phone #	Fax #
1	123 35th St.	San Diego	San Diego	CA 92102	619-234-3276	619-233-1624
8	3821 Calle Fortunada Suite A	San Diego	San Diego	CA 92123	858-492-5200	858-492-5298
10	2444 Barham Pl.	Escondido	San Diego	CA 92025	760-746-6501	760-746.6553
11	13117 Quarte Ct.	Poway	San Diego	CA 92064	858-748-4160	858-748-8168
12	1205 South Coast Hwy.	Encinitas	San Diego	CA 92024	760-753-7840	760-753-7871
14	4334 Sheridan Lane	San Diego	San Diego	CA 92120	619-562-4062	619-563-4099
15	1357 Pioneer Way	El Cajon	San Diego	CA 92020	619-444-9495	619-444-3919
16	15289 Old Highway 80	El Cajon	San Diego	CA 92020	619-390-8609	619-390-8539
17	1501 North Coast Hwy.	Oceanside	San Diego	CA 92054	760-757-3293	760-722-8826

ATTACHMENT BB

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

American Towing and Dismantling, Inc. 140 Reed Court. Chula Vista, CA 91911	Light duty tows Roadside asst.	20%	TBD	ELBE, MBE, DBE	City of SD

* Listed for informational purposes only.
 ** Contractor shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

- | | |
|--|------|
| Certified Minority Business Enterprise | MBE |
| Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE |
| Small Local Business Enterprise | SLBE |
| Emerging Local Business Enterprise | ELBE |



February 20, 2013

City of San Diego
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: Subcontractor Commitment Letter

American Towing and Dismantling, Inc. (American Towing) is fully qualified and committed to providing the services required in RFP NO: 10032627-13-W, "Towing Services for City Owned Vehicles" as Subcontractor for Allied Gardens Towing, Inc. American Towing has reviewed the RFP and agrees to perform all services in compliance with each of the terms and conditions as stated and/or referenced in the RFP and any resultant Agreement. We are familiar with the SOW and provide similar services to many existing customers. We provide services on a 24 hour, 7 days a week basis. American Towing is a certified ELBE (MBE and DBE as well) with the City of San Diego.

American Towing will perform primarily light duty towing for City Owned Vehicles as needed and requested in the South Bay area. We will also respond as needed to other service request in regards to this Agreement. The anticipated volume of work will be up to 20% of the contract.

Regards,

A handwritten signature in black ink, appearing to read "Rudy Mercado". The signature is written in a cursive style with a long horizontal stroke at the end.

Rudy Mercado
President
American Towing & Auto Dismantling, Inc.

PHONE: (858) 492-6200



February 20, 2013

City of San Diego
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: Subcontractor Commitment Letter

A to Z Enterprises, Inc. (RoadOne) is fully qualified and committed to providing the services required in RFP NO: 10032627-13-W, "Towing Services for City Owned Vehicles" as Subcontractor for Allied Gardens Towing, Inc. . RoadOne has reviewed the RFP and agrees to perform all services in compliance with each of the terms and conditions as stated and/or referenced in the RFP and any resultant Agreement. We are familiar with the scope of services and provide similar services to many existing customers. We provide services on a 24 hour, 7 days a week basis.

RoadOne will perform towing services for City Owned Vehicles as needed and requested throughout the San Diego area. We are capable of providing any and all the services anticipated in the RFP including heavy duty and trailer work for fire trucks and other equipment. We understand our percentage of use or work will vary and is not based on a guarantee which is currently expected to be less than 20%.

Regards,

A handwritten signature in black ink, appearing to read "Brad Ramsey".

Brad Ramsey
Vice President
A to Z Enterprises, Inc.
(858) 492-5201 Direct

3821 Calle Fortunada, Ste. A
San Diego, CA 92123

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

01/29/2013

PRODUCER 2
 Centerpoints Insurance Service
 CA LIC #0735759; PH: 800-451-8766
 807 - B Camarillo Springs Road
 Camarillo, CA 93012-9464

INSURED ROADONE WEST INC, DBA: ALLIED
 GARDENS TOWING, INC; ALLIED GARDEN*
 3821 CALLE FORTUNADA, SUITE A
 SAN DIEGO, CA 92123

ROAD05

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: NOVA CASUALTY COMPANY	42552
INSURER B: ROCKHILL INSURANCE CO	28053
INSURER C: STAR INDEMNITY & LIABILITY CO.	38318
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TIP-CL-0011102-1	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIP-CL-0011102-1	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	RXSURA000000-01	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER ON-HOOK/CARGO	TIP-CL-0011102-1	12/31/2012	12/31/2013	\$100K/250K PER VEH. SCHED.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

C) EXCESS LIABILITY - 2ND LAYER- \$4,000,000 LIMIT, GARAGEKEEPER DIRECT PRIMARY-AS PER ATTACHED SCHEDULE OF LOCATIONS: ACORD 101 (2008/01 FORM ATTACHED
 * INCLUDED AS NAMED INSURED; DBA: ALL * INCLUDED AS NAMED INSURED; DBA: ALLIED GARDENS TOWING, DBA FLETCHER HILLS TOWING, DBA: CARPENTERS TOW; UNINSURED MOTORIST BODILY INJURY - \$250,000 LIMIT

CERTIFICATE HOLDER

CITY OF SAN DIEGO, PURCHASING & CONTRACTING DEPARTMENT
 1200 THIRD AVE., #200
 SAN DIEGO, CA 92101-4195

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Maureen E. Mean

MTP

AGENCY CUSTOMER ID: ROAD05

LOC # _____

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Centerpointe Insurance Services, Ltd.		NAMED INSURED ROADONE WEST INC DBA: ALLIED GARDENS TOWING INC FLETCHER HILL 3821 CALLE FORTUNADA, SUITE A & B SAN DIEGO, CA 92123	
POLICY NUMBER TIP-CL-0011102-0		EFFECTIVE DATE: 1/29/2013	
CARRIER NOVA CASUALTY COMPANY.	NAIC CODE 42552		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

For compliance reasons, the attached document includes:

1. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.
2. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THE "CITY OF SAN DIEGO, ITS RESPECTIVE" ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES NAMED AS ADDITIONAL INSUREDS, PRIMARY AND NON-CONTRIBUTORY WORDING ARE INCLUDED

NAMED INSURED: ROADONE WEST, INC. DBA: ALLIED GARDENS
TOWING, INC. DBA: FLETCHER HILLS TOWING DBA:
CARPENTERS TOWING

POLICY NUMBER: TIP-CL-0011102-1

SCHEDULE OF LOCATIONS

GARAGEKEEPERS DIRECT PRIMARY LIMITS

1. 2444 BARHAM DR. ESCONDIDO, CA 92025	\$250,000
2. 4334 SHERIDAN LANE SAN DIEGO, CA 92120	\$250,000
3. 1357 PIONEER WAY EL CAJON, CA 92020	\$250,000
4. 15289 OLD HWY 80 EL CAJON, CA 92020	\$1,000,000
5. 1501N. COAST HWY OCEANSIDE, CA 92054	\$250,000



CERTIFICATE OF LIABILITY INSURANCE

OP ID: RB

DATE(MM/DD/YYYY)

01/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

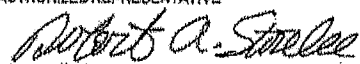
PRODUCER R.A. Storelee Insurance Agency Rob Storelee 321 First Street Suite 201 Benicia, CA 94510 Rick Anderson	707-745-3321	CONTACT NAME: _____ PHONE (A/C No., Ext): _____	FAX (A/C No.): _____
	707-745-3709	E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID:# ROAD0-1	
INSURED RoadOne West, Inc Allied Gardens Towing Inc. dba: RoadOne 3281 Calle Fortunada Ste. A San Diego, CA 92123	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins. Co.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL COVERAGES	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X X				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
3	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC4776392	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Towing Operations. The City of San Diego, its respective elected officials, officers, employees, agents and representatives are named additional insured. Workers Compensation includes Waiver of Subrogation of rights.

CERTIFICATE HOLDER SANDICI City of San Diego Purchasing & Contracting Department 1200 3rd Ave. Ste. 200 San Diego, CA 92101-4195	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)
Allied Gardens Towing, Inc.

Business name/disregarded entity name, if different from above
RoadOne

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
3821 Calle Fortunada Ste. A

City, state, and ZIP code
San Diego, CA 92123

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

6	2	-	1	7	3	5	2	6	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ *2-20-13*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX

Certificate Number: B1974015417

Business Name: ALLIED GARDENS TOWING
Business Owner: ALLIED GARDENS TOWING INC
Business Address: 4334 SHERIDAN LN
SAN DIEGO CA 92120-3312

Primary Business Activity: AUTOMOTIVE R&M

Secondary Business Activity:

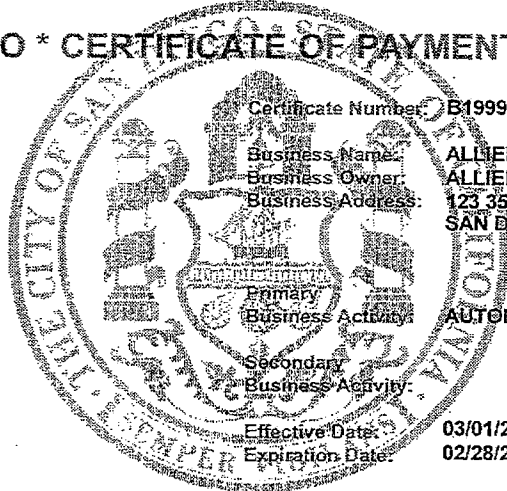
Effective Date: 07/01/2012
Expiration Date: 06/30/2013

ALLIED GARDENS TOWING
FRIDAY WINDTEER
3821 CALLE FORTUNADA #A
SAN DIEGO, CA 92123

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - BUSINESS TAX PROGRAM, PO BOX 122285, SAN DIEGO, CA 92112

POST IN CONSPICUOUS PLACE OR KEEP ON PERSON

CITY OF SAN DIEGO * CERTIFICATE OF PAYMENT OF BUSINESS TAX



Certificate Number: B1999000070

Business Name: ALLIED GARDEN'S TOWING INC
Business Owner: ALLIED GARDEN'S TOWING INC
Business Address: 123 35TH ST
SAN DIEGO CA 92102-4401

Primary Business Activity: AUTOMOTIVE R&M

Secondary Business Activity:

Effective Date: 03/01/2012

Expiration Date: 02/28/2013

ALLIED GARDEN'S TOWING INC
FRIDAY WINETEER
3821 CALLE FORTUNADA #A
SAN DIEGO, CA 92123

PLEASE NOTIFY THE CITY TREASURER'S OFFICE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - BUSINESS TAX DIVISION, PO BOX 122283, SAN DIEGO, CA 92112

Tab: A

1. CONTRACTOR'S COVER SHEET

Legal Status of Contractor:

1. Name of Firm: Allied Gardens Towing, Inc. DBA RoadOne

2. Type of Business: The bidder represents as part of its offer that it operates as (*Mark one with an 'X'*) An Individual ; A Corporation ; Partnership or Joint Venture . (If a Joint Venture, provide information for each party to the joint venture when answering items 3-7 below.)
 - a. If incorporated, existing under the laws of the State of: Delaware.
 - b. Date of incorporation: 2/17/1998
 - c. The ID Number/Registration Number assigned to your Corporation or Limited Partnership by the State named above: 2860023. Data Universal Numbering System (DUN & BRADSTREET) Number: 053850814.
 - d. Office which will be responsible for providing the City of San Diego the specified services:

Address: 3821 Calle Fortunada Suite A
San Diego, CA 92123

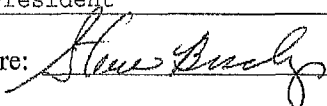
Steve Bishop

Contact Person/Telephone Number: (858) 492-5218 Fax Number: (858) 492-5298
Email: Steve.Bishop@roadonewest.com

5. Name, title, and signature of individual duly authorized as representative to execute contracts:

Name: Steve Bishop


Title: President

Signature: 

6. The undersigned understands that the City of San Diego reserves the right to reject any and all solicitation and to waive informalities and irregularities if there's a mistake in the offer.

- 7a. The undersigned further understands that the contents within this solicitation will become a part of the contract when awarded to the above named Propose Firm.

- 7b. My signature below certifies that the proposal as submitted complies with all terms and conditions as set forth within the Request for Proposal.

 **COPY**

RFP No. 10032627-13-W

- 7c. My signature also certifies that the accompanying solicitation is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business, or any act of fraud. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fines and/or civil damage awards.

I, hereby certify that I am a duly authorized representative of the forenamed Firm and have the authority to enter an agreement if so awarded by the City of San Diego:

Authorized Representative Signature: Steve Bishop

Printed Name: Steve Bishop

Position: President

Dated this 15th day of January, 2013.

2. PRE-AWARD SURVEY DOCUMENTS

This statement is an integral part of a Contractor's proposal. All references and information shall be current and traceable. If the Contractor is a joint venture, each Contractor shall prepare a separate form.

SOLICITATION NUMBER: RFP No: 10032627-13-W

NAME OF CONTRACTOR: Allied Gardens Towing, Inc.

ADDRESS: 3821 Calle Fortunada Suite A

San Diego, CA 92123

TELEPHONE: (858) 492-5218

1. Name your principal financial institution for financial reference:

Name of Bank: Comerica Bank

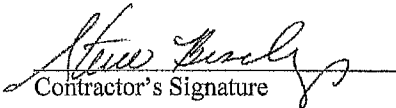
Point of Contact: James Stanley, Corporate Banking Officer

Address: 350 Tenth Avenue, Suite 700

San Diego, CA 92101

Telephone Number: (619) 652-5804

I authorize the release of credit information for verification of financial responsibility.


Contractor's Signature

2/14/13
(Date)

Steve Bishop
Name (typed or written)

2. State your firm's average receipts over the past 3 years: \$ 9,039,925.

3. If your firm is a partnership, list names and addresses of partners; if a corporation, list names of directors, State of incorporation and addresses of corporation; if a joint venture, list names and addresses of ventures. Allied Gardens Towing, Inc. is a corporation, incorporated in the

State of Delaware	
(Name)	(Address)
Edward S. (Steve) Bishop, President	3821 Calle Fortunada Ste. A, San Diego, CA 92123
Dale Wineteer, Vice President	Same as above
Brad Ramsey, Vice President	Same as above
(Name)	(Address)
David Pudgil, Secretary	Same as above
(Name)	(Address)

4. How many years has your firm been in business as a contractor under your present name?
41 years.
5. How many people are currently employed by your firm? 107
6. Have your firm failed to complete a contract? Yes ___ No X (check one)

If yes, give details

7. List the names of three (3) references to demonstrate successful performance for work of similar size and scope as specified in this contract during the past five (5) years. Proposers must also demonstrate that they are properly equipped to perform the work as specified in this contract. Previous experience in furnishing the services as specified in this RFP will be an important consideration.

LIST OF REFERENCES

Reference #1

Name of Entity: City of El Cajon

Contact Person: Lyle Wright

Phone No: 619-441-1691

Dollar Value of Contract: \$ 15,000 Contract Dates: 11/1/05-current

Requirements of the Contract:

Towing of City owned vehicles and equipment, including fire trucks.

Reference #2

Name of Entity: San Diego Gas and Electric

Contact Person: Mike Ornelas

Phone No: (619)843-3610

Dollar Value of Contract: \$ 300,000 Contract Dates: 6/1/03 to current

Requirements of the Contract:

County wide towing of fleet vehicles and equipment. Includes roadside service and recovery work.

Reference #3

Name of Entity: Cox Communications

Contact Person: Bud Stewart

Phone No: (619)794-3949

Dollar Value of Contract: \$ _____ Contract Dates: 6/1/05 to current

Requirements of the Contract:

County wide towing services for light, medium and heavy duty fleet vehicles and equipment, roadside service (fuel calls, tire changes and lock outs).

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

Company Name: American Towing and Dismantling, Inc. Contact Name: Rudy Mercado

Address: 140 Reed Ct. Phone Number: (619) 427-7530

Chula Vista, CA 91911 Fax Number: (619)425-5973

Dollar amount of sub-contract: \$ TBD Contract Dates: _____

Contractor's License #: 0382290

Requirements of contract: Provide tow and roadside services as requested

What portion of work will be assigned to this subcontractor: Light Duty tow services in South Bay San Diego.

RFP No. 10032627-13-W

Company Name: A to Z Enterprises, Inc. **Contact Name:** Brad Ramsey

Address: 3821 Calle Fortunada Ste. A **Phone Number:** 858-492-5201

San Diego, CA 92123 **Fax Number:** 858-492-5298

Dollar amount of sub-contract: \$^{TBD} **Contract Dates:** _____

Contractor's License #: 0041966

Requirements of contract: Provide tow and roadside services as requested

What portion of work will be assigned to this subcontractor: A to Z Enterprises, Inc. will provide support on an as needed basis.

Company Name: _____ **Contact Name:** _____

Address: _____ **Phone Number:** _____

_____ **Fax Number:** _____

Dollar amount of sub-contract: \$ _____ **Contract Dates:** _____

Contractor's License #: _____

Requirements of contract: _____

What portion of work will be assigned to this subcontractor: _____

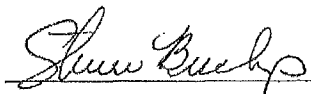
**3. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

- A. The Contractor certifies, to the best of its knowledge and belief, that --
1. The Contractor and/or any of its Principals --
 - a. ARE *←checking this box means you are presently debarred, etc.*, ARE NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any public (Federal, State, or Local) agency;
 - b. HAVE *←checking this box means you have been convicted, etc.*, HAVE NOT , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - c. ARE *←checking this box means you are presently indicted, etc.*, ARE NOT presently indicted for, or otherwise criminally or civilly charged by a public entity with, commission of any of the offenses enumerated in paragraph (a) (1) (ii) of this provision.
 2. The Contractor HAS *←checking this box means you have defaulted on contracts*, HAS NOT , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 3. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity. This Certification Concerns a Matter Within the Jurisdiction of the City of San Diego and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution.
- B. The Contractor shall provide immediate written notice to the Purchasing Agent if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor's responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Purchasing Agent may render the Contractor non-responsible.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of San Diego, the Purchasing Agent may terminate the contract resulting from this solicitation for default.

Allied Gardens Towing, Inc.

Name of Firm



Signature of Authorized Representative

Steve Bishop

Printed/Typed Name

1/15/2013

Date

4. DECLARATION REGARDING INFORMATION REQUESTED UNDER THE CALIFORNIA PUBLIC RECORDS ACT

The undersigned duly authorized representative, on behalf of the named Contractor declares and acknowledges the following:

Any information submitted in response this Request for Proposal is a public record subject to disclosure unless a specific exemption in the California Public Records Act applies.

If a Contractor submits information **clearly marked** confidential or proprietary, the City of San Diego (City) may protect such information and treat it with confidentiality only to the extent permitted by law. However, it will be the **responsibility of the Contractor** to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the California Public Records Act, should the City choose to withhold such information.

General references to sections of the California Public Records Act will not suffice. Rather, the Contractor must provide a **specific and detailed legal basis, including applicable case law that clearly establishes** the requested information is exempt from the disclosure requirements of the California Public Records Act.

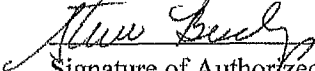
If the Contractor does not provide a specific and detailed legal basis for withholding the requested information within a time specified by the City, the City will release the information as required by the California Public Records Act and the **Contractor will hold the City harmless** for release of this information.

It will be the **Contractor's obligation to defend**, at Contractor's expense, any legal actions or challenges seeking to obtain from the City any information requested under the California Public Records Act withheld by the City at the Contractor's request. Furthermore, the Contractor shall **indemnify** the City and **hold it harmless** for any claim or liability, and **defend any action** brought against the City, resulting from the City's refusal to release information requested under the Public Records Act withheld at Contractor's request.

Nothing in this Agreement creates any obligation for the City to notify the Contractor or obtain the Contractor's approval or consent before releasing information subject to disclosure under the California Public Records Act.

Allied Gardens Towing, Inc.

Name of Firm



Signature of Authorized Representative

Steve Bishop

Printed/Typed Name

2/19/2013

Date

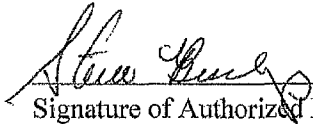
5. PROOF OF INSURANCE

Contractor acknowledges that it has read and understands the City's insurance requirements and will comply. In addition, Contractor acknowledges that it has shared the insurance requirements with its agent and its agent has agreed to comply. Upon award, Contractor shall supply the city with a copy of your Workers' Compensation, Comprehensive Automobile, Comprehensive General Liability and Other declaration pages as specified herein, which illustrates the coverage and limits for this solicitation.

The undersigned duly authorized representative, on behalf of the named Contractor declares that the Contractor will comply.

Allied Gardens Towing, Inc.

Name of Firm


Signature of Authorized Representative

Steve Bishop

Printed/Typed Name

2/19/2013

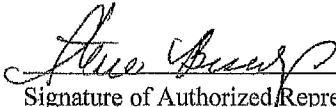
Date

6. CRIMINAL BACKGROUND CERTIFICATION

Contractor performing this Contract herein certifies that all employees working on this Contract has had a criminal background check and said employees are clear of any sexual and drug related convictions. All employees whether Contractor or Subcontractor shall be free from any felony convictions.

The undersigned duly authorized representative, on behalf of the named Contractor declares that this certification is true and correct.

Allied Gardens Towing, Inc.
Name of Firm


Signature of Authorized Representative

Steve Bishop
Printed/Typed Name

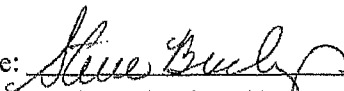
2/19/2013
Date

7. AFFIDAVIT FOR CONTRACTOR/VENDOR

**PURCHASING & CONTRACTING DEPARTMENT
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200
San Diego, CA 92101
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO, understand them and that neither I, nor the owner/officers of the firm, nor any member of it, is involved, directly or indirectly, in a business relationship with any member or employee of the City of San Diego, and that, to the best of my knowledge, a conflict of interest situation, within the meaning of the STANDARDS RELATED TO CONFLICTS OF INTEREST INVOLVING COUNCIL MEMBERS OR EMPLOYEES OF THE CITY OF SAN DIEGO does not exist.

Name: Steve Bischof
(type or print)

Signature: 
(Must be signed by President or Vice President)

Social Security Number or Federal ID Number: 62-1735260

Position: President

Firm: Allied Gardens Towing, Inc.

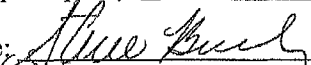
8. CONFLICT OF INTEREST DISCLOSURE STATEMENT

**PURCHASING & CONTRACTING DEPARTMENT
OFFICE OF EQUAL OPPORTUNITY CONTRACTING PROGRAM
1200 Third Avenue, Suite 200
San Diego, CA 92101
619-236-6000**

I, the undersigned, being first duly sworn, depose and say that I have read the standards related to Conflicts Of Interest involving council members or employees of the City of San Diego, understand them and make the following disclosures concerning myself, the owners/officers of the firm I represent, or any member of it. The statement prohibits public servants from directly or indirectly soliciting any contract between his or her public entity employer and any of the following:

1. Him or Herself.
2. Any firm, meaning a co-partnership or other unincorporated association, of which one is a partner, member or employee.
3. Any private corporation in which one is a stockholder owning more than one percent (1%) of the total outstanding stock of any class if the stock is not listed on a stock exchange, or stock with a present total market value in excess of \$25,000 if the stock is listed on a stock exchange or of which one is a director officer, or employee.
4. Any trust of which he or she is a beneficiary or trustee.
5. Do not take part in the negotiations for such a contract or the renegotiation or amendment of the contract, or the approval of the contract.
6. Represent either party in the transaction.
7. Promptly discloses any pecuniary interest in the contract to the official body that has power to approve the contract, which disclosure shall be made a matter of record in its official proceedings.

Name (type or print): Steve Bishop

Signature: 
(Must be signed by President or Vice President)

Position: President

Firm: Allied Gardens Towing, Inc.

9. DRUG-FREE WORKPLACE

A. GENERAL

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

B. DEFINITIONS

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

C. CITY CONTRACTOR REQUIREMENTS

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

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

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

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

RFP No. 10032627-13-W

**THIS DOCUMENT MUST BE COMPLETED,
SIGNED, AND SUBMITTED PRIOR TO CONTRACT AWARD
DRUG-FREE WORKPLACE
CONTRACTOR CERTIFICATION**

BID NUMBER: RFP NO: 10032627-13-W

PROJECT TITLE: Towing Services for City Owned Vehicles

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

Allied Gardens Towing, Inc. DBA RoadOne

(Name under which business is conducted)

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

SIGNED: 

PRINTED NAME: Steve Bishop

TITLE: President

COMPANY NAME: Allied Gardens Towing, Inc.

ADDRESS: 3821 Calle Fortunada Suite A

San Diego, CA 92123

TELEPHONE: (858) 492-5218 FAX: (858) 492-5298

DATE: 2/19/2013

10. EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE



For additional information, contact:
CITY OF SAN DIEGO
EQUAL BENEFITS PROGRAM
 202 C Street, MS 9A, San Diego, CA 92101
 Phone (619) 533-3948 Fax (619) 533-3220

COMPANY INFORMATION

Company Name: Allied Gardens Towing, Inc. DBA RoadOne	Contact Name: Steve Bishop
Company Address: 3821 Calle Fortunada Suite A	Contact Phone: (858) 492-5218
San Diego, CA 92123	Contact Email: Steve.Bishop@Roadonewest.com

CONTRACT INFORMATION

Contract Title: Towing Services for City Owned Vehicles	Start Date:
Contract Number (if no number, state location):	End Date:

SUMMARY OF EQUAL BENEFITS ORDINANCE REQUIREMENTS

The Equal Benefits Ordinance [EBO] requires the City to enter into contracts only with contractors who certify they will provide and maintain equal benefits as defined in San Diego Municipal Code §22.4302 for the duration of the contract. To comply:

- Contractor shall offer equal benefits to employees with spouses and employees with domestic partners.
 - Benefits include health, dental, vision insurance; pension/401(k) plans; bereavement, family, parental leave; discounts, child care; travel/relocation expenses; employee assistance programs; credit union membership; or any other benefit.
 - Any benefit not offered to an employee with a spouse, is not required to be offered to an employee with a domestic partner.
- Contractor shall post notice of firm's equal benefits policy in the workplace and notify employees at time of hire and during open enrollment periods.
- Contractor shall allow City access to records, when requested, to confirm compliance with EBO requirements.
- Contractor shall submit *EBO Certification of Compliance*, signed under penalty of perjury, prior to award of contract.

NOTE: This summary is provided for convenience. Full text of the EBO and its Rules are posted at www.sandiego.gov/administration.

CONTRACTOR EQUAL BENEFITS ORDINANCE CERTIFICATION

Please indicate your firm's compliance status with the EBO. The City may request supporting documentation.

- I affirm **compliance** with the EBO because my firm (*contractor must select one reason*):
 - Provides equal benefits to spouses and domestic partners.
 - Provides no benefits to spouses or domestic partners.
 - Has no employees.
 - Has collective bargaining agreement(s) in place prior to January 1, 2011, that has not been renewed or expired.
- I request the City's approval to pay affected employees a **cash equivalent** in lieu of equal benefits and verify my firm made a reasonable effort but is not able to provide equal benefits upon contract award. I agree to notify employees of the availability of a cash equivalent for benefits available to spouses but not domestic partners and to continue to make every reasonable effort to extend all available benefits to domestic partners.

It is unlawful for any contractor to knowingly submit any false information to the City regarding equal benefits or cash equivalent associated with the execution, award, amendment, or administration of any contract. [San Diego Municipal Code §22.4307(a)]
 Under penalty of perjury under laws of the State of California, I certify the above information is true and correct. I further certify that my firm understands the requirements of the Equal Benefits Ordinance and will provide and maintain equal benefits for the duration of the contract or pay a cash equivalent if authorized by the City.

Steve Bishop/President		2/19/2013
Name/Title of Signatory	Signature	Date

FOR OFFICIAL CITY USE ONLY

Receipt Date:	EBO Analyst:	<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved – Reason:
---------------	--------------	-----------------------------------	---

11.

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance

Effective December 24, 2008, the Council of the City of San Diego adopted Ordinance No. O-19808 to extend the Contractor Standards Ordinance to all contracts greater than \$50,000. The intent of the Contractor Standards clause of San Diego Municipal Code §22.3224 is to ensure the City of San Diego conducts business with firms that have the necessary quality, fitness and capacity to perform the work set forth in the contract.

To assist the Purchasing Agent in making this determination and to fulfill the requirements of §22.3224(d), each bidder/proposer must complete and submit this *Pledge of Compliance* with the bid/proposal. If a non-competitive process is used to procure the contract, the proposed contractor must submit this completed *Pledge of Compliance* prior to execution of the contract. A submitted *Pledge of Compliance* is a public record and information contained within will be available for public review for at least ten (10) calendar days, except to the extent that such information is exempt from disclosure pursuant to applicable law.

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

A. PROJECT TITLE:

RFP NO.: 10032627-13-W

Towing Services for City Owned Vehicles

B. BIDDER/CONTRACTOR INFORMATION:

<u>Allied Gardens Towing, Inc.</u>		<u>RoadOne</u>	
Legal Name		DBA	
<u>3821 Calle Fortunada Suite A,</u>	<u>San Diego,</u>	<u>CA</u>	<u>92123</u>
Street Address	City	State	Zip
<u>Steve Bishop, President</u>	<u>(858) 492-5218</u>	<u>(858) 492-5298</u>	
Contact Person, Title	Phone	Fax	

C. OWNERSHIP AND NAME CHANGES:

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

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

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

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

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

Corporation Date incorporated: 2 / 17 / 1998 State of incorporation: Delaware

List corporation's current officers: President: Steve Bishop
Vice Pres: Dale Wineteer and Brad Ramsey
Secretary: David Pudgil
Treasurer: David Pudgil

Is your firm a publicly traded corporation? Yes No

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

Limited Liability Company Date formed: / / State of formation:

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

Partnership Date formed: / / State of formation:

List names of all firm partners:

Sole Proprietorship Date started: / /

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

Joint Venture Date formed: / /

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

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

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

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

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

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

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

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

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes No

If Yes, use *Pledge of Compliance Attachment "A"* to explain specific circumstances.

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

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

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executives or management been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement for violating any federal, state or local law in performance of a contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees?
 Yes No

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

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

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

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or governmental entity?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s) or violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?
 Yes No

If **Yes**, use *Pledge of Compliance Attachment "A"* to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

I. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*.
 Update of prior *Contractor Standards Pledge of Compliance* dated ____/____/____.

Complete all questions and sign below. Each *Pledge of Compliance Attachment "A"* page must be signed.

Under penalty of perjury under the laws of the State of California, I certify I have read and understand the questions contained in this *Pledge of Compliance* and that I am responsible for completeness and accuracy of responses and all information provided is true to the best of my knowledge and belief. I further certify my agreement to the following provisions of San Diego Municipal Code §22.3224:

- (a) To comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) To notify the Purchasing Agent within fifteen (15) calendar days upon receiving notification that a government agency has begun an investigation of the Contractor that may result in a finding that the Contractor is or was not in compliance with laws stated in paragraph (a).
- (c) To notify the Purchasing Agent within fifteen (15) calendar days when there has been a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) To provide the Purchasing Agent updated responses to the *Contractor Standards Pledge of Compliance* within thirty (30) calendar days if a change occurs which would modify any response.
- (e) To notify the Purchasing Agent within fifteen (15) days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (f) To cooperate fully with the Purchasing Agent and the City during any investigation and to respond to a request for information within ten (10) working days from the request date.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive.

Steve Bishop, President
Print Name, Title


Signature

2/19/2013
Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

List of Similar Businesses:

A to Z Enterprises, Inc.

Duru, Inc.

3821 Calle Fortunada Suite A

San Diego, CA 92123

Owned by RoadOne West, Inc.

Western Towing of Phoenix, Inc.

7333 W. Carol Ln.

Glendale, AZ 85303

Owned by RoadOne West, Inc.

Gary's Towing and Salvage Pool, Inc.

5131 East Drexel Road

Tucson, AZ 85706

Owned by RoadOne West, Inc.

Lincoln Towing Enterprises, Inc.

Dick's Towing and Road Services, Inc.

Ken's Towing, Inc.

12220 Aurora Ave N.

Seattle, WA 98133

Owned by RoadOne West, Inc.

Anderson Towing Service, Inc.

1388 Glendale Ave.

Sparks, NV 89431

Owned by RoadOne West, Inc.

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

Steve Bishop, President

Print Name, Title



Signature

2/19/2013

Date

City of San Diego Purchasing & Contracting Department
CONTRACTOR STANDARDS
Pledge of Compliance Attachment "A"

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

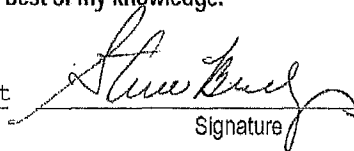
Response to G. Compliance #1

Allied Gardens Towing, Inc. was held civilly liable for violating wage and hour regulations pertaining to 10 minute break periods and reimbursement for hand tools. Judgement issued 10/11/2011 has been satisfied in full; current status is resolved. Appropriate procedural changes have been made as well.

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

Steve Bishop, President

Print Name, Title



Signature

2/19/2013

Date

**12. AMERICAN WITH DISABILITIES ACT (ADA) COMPLIANCE
CERTIFICATION**

I hereby certify that I am familiar with the requirements of San Diego City Council Policy No. 100-04 regarding the American With Disabilities Act (ADA) outlined in Section I "American with Disabilities Act Certification", of the Contract, and that;

Allied Gardens Towing, Inc. DBA RoadOne

(Name under which business is conducted)

has in place workplace program that complies with said policy. I further certify that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the policy as outlined.

Signed



Printed Name Steve Bishop

Title President

Tab: B

City of San Diego
Request for Proposal
RFP No. 10032627-13-W
Towing Services for City Owned Vehicles



Response Submitted by:

Allied Gardens Towing, Inc.

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Executive Summary

Allied Gardens Towing, Inc. (RoadOne) is pleased to submit this response to your Request for Proposals to provide towing services for city owned vehicles. This response is designed to meet or exceed each requirement of the RFP. RoadOne accepts all of the terms and conditions of the RFP, including addendum and/or attachment without exception.

RoadOne is uniquely qualified to perform the work required under this contract. The many features and benefits we can offer include:

- **Experience** – RoadOne, has been in business for over **40 years** with extensive experience towing for various local, state, and federal agencies; including the California Highway Patrol, the County of San Diego, and the San Diego Police Department to name a few. As a current tow provider for the City of San Diego, RoadOne is very familiar with the background and objectives addressed in this RFP and we are confident we can exceed all expectations of the City.
- **Equipment** – RoadOne has the resources and backing to offer the best in equipment. Our diverse fleet of over 65 trucks, ranging from light-duty sub garage trucks, medium duty flatbeds and wheel lifts, to big rig recovery trucks, will be available 24 hours a day, 365 days a year as needed to meet the needs of this contract. With a full in-house shop we are able to keep the trucks in safe operating order and up to local, state, and federal specifications and requirements.
- **People** – Our employees are the most important element in RoadOne successfully completing the Scope of Services required by this contract. Our employees have direct contact with City employees and the public; their abilities, conduct and **judgment** reflect both on our company and the City. Through careful selection and proper training we are **committed** to providing the best people for the job. RoadOne not only stresses excellence in regards to job knowledge but also strives for optimal customer service.
- **Stability** – RoadOne offers the additional security of having the financial strength to guarantee successful completion of the contract. We also provide **10 Million** dollars worth of insurance coverage, giving the City the additional protection it should be looking for.

Our experience and resources set us apart from the competition but our continuous strive for excellence makes RoadOne a good choice to partner with the City of San Diego. Thank you for considering this proposal.

Scope of Services

D. CORE REQUIREMENTS AND DELIVERABLES

Allied Gardens Towing, Inc (RoadOne) has carefully read the Scope of Services for this contract and can confidently state that we can provide all the required services in a manner that meets and/or exceeds the expectations of the City.

Towing and Hauling

Allied Gardens Towing, Inc (RoadOne) currently offers a full range of services including all types of towing, hauling, and transporting. Our fleet of trucks range from light-duty wheel lifts and sub-garage trucks to medium duty rollbacks and big rig recovery trucks. RoadOne is capable of performing tow services for heavy equipment, big rigs, semi trailers and similar equipment such as buses, trash and fire trucks. Other companies may boast they can do the same but RoadOne is one of the few companies with 4-axel heavy duty trucks which are required to safely and legally tow trash trucks and other similar vehicles. We currently provide heavy duty towing for most of the large law enforcement agencies in the county as well as many of the major fleets including; San Diego Fire Department, San Diego Unified School District, Ryder Trucks, Allied Waste and Waste Management. If it can be towed we are capable of doing the job.

On and Off Road Recovery Services

We have extensive experience with recovery situations. We bring not only the best in equipment but also our most experienced driving professionals, often including an on-scene supervisor. Our fleet also includes a Major Incident Response Unit to provide recovery support services for our big rigs and an Off Road Recovery Unit for rugged terrain recoveries. We also provide as an additional benefit tractor/trailers, low boys, con gear, air bags, lighting truck and forklifts. This equipment is not called for often but can prove critical at recovery and major incident scenes.

Support Services

All of our trucks from our pick-ups to our big rigs are equipped to provide roadside assistance which includes providing fuel, lock out services, changing tires and jump starting batteries. Needing roadside assistance is an inconvenience

but with our entire fleet equipped to help, we can get you back on the road with minimal delay.

Out of Area Support

RoadOne is your "one-call" tow provider; we are more than capable of providing out of area support. We travel out of the County for business frequently and have the procedures already in place to acquire necessary permits and maintain required records to stay compliant with all laws and regulations. We are capable of providing all the services identified in this statement of service anywhere the City requires.

Special Services

RoadOne can handle any special services including, towing a disabled vehicle to a specified location and unloading the vehicle with automated mechanisms when possible. The size and selection of our fleet enables us to service a complete range of request and gives us the flexibility to utilize our resources in a manner that reduces response times and better accommodates the City of San Diego.

Service Quality

The quality of RoadOne's service is unmatched. Our goal is to provide service with no damage to our customer's vehicle. We take all reasonable precautions to ensure this outcome. However, we are aware that accidents can happen and take full responsibility for any damage while a vehicle is in our possession/care. RoadOne understands that the vendor is responsible for recording all visible damage to a City vehicle prior to providing towing and/or support services.

Availability

RoadOne operates 24 hours a day 365 days a year including holidays as may be needed by the City of San Diego. RoadOne provides drivers, dispatchers, and supervisors around the clock.

Towing services destinations

As a current provider of these services to the City of San Diego we are familiar towing to and from the fleet services maintenance facilities listed in the RFP Scope of services. We are aware that vehicles may be towed to other locations within the city of San Diego.

DI. Service Response Time

The City has been very generous with response time requirements and RoadOne is confident that it can respond well within those limits. Our dispatch center is staffed 24 hours a day 365 days a year which means when the City calls for service they will speak to a live person. This eliminates the mistakes and delays that are associated with using an answering service after hours. Our dispatch center utilizes a computer based dispatch system, TOPS and GPS, which track all aspects of a tow request from the initial call to the arrival at its destination through the completion of the call. This system allows the dispatcher to better monitor drivers' status and response times. We guarantee that once we receive a tow request it will be dispatched within 30 min and we will arrive on scene within 60 min for tows within the City of San Diego.

DII. Legal requirements

Our industry is highly regulated as are many of our major customers. We are very familiar with local, state, and federal laws pertaining to our business. We are a member of the state towing association, CTTA and the national towing association, TRAA. Both of these associations provide updates as to the changing legislation and the impact on our industry.

Members of our management team have previously served on various boards, attended seminars and course work related to state and federal laws pertaining to our business. They have worked on the TSA Committee, run by the CHP, responsible for drafting regulations of the Tow Service Agreement for all tow companies in California. Many have completed course work in Hazardous Materials Handling, OSHA regulations, DOT regulations and safe driving instruction through the National Safety Council. Additionally, our company is enrolled in all required programs such as the BIT program and OSHA IIPP Program.

RoadOne is compliant with all local, state and federal regulations. Our trucks are equipped with the safety and operational equipment required by city, state and federal agencies. All such equipment is in accordance with OSHA, DOT and BIT. Each truck has been inspected by the CHP and passed with a current CHP 234B form/sticker. All drivers will be registered and monitored through the DMV- Pull Notice Program. We obtain any special licenses/permits (when needed) to perform our services and will continue to do so for any work we do for the City.

E. COOPERATION AND TRANSITION

At the expiration of this agreement RoadOne will cooperate with the City and the incumbent Contractor to result in a smooth transition of responsibility and requirements.

F. QUALIFICATIONS AND EXPERIENCE

Fill in the below questionnaire in order for the City to evaluate firms experience, qualifications and skills are required to successfully complete the requirements of this RFP.

1. LOCAL OFFICE

Company Name: Allied Gardens Towing, Inc. DBA RoadOne

Address: 3821 Calle Fortunada Suite A, San Diego, CA 92123

Telephone: (858)492-5218

Primary Contact Person: Steve Bishop

E-Mail: Steve.Bishop@Roadonewest.com

2. HOME OFFICE (Parent Firm)

Company Name: RoadOne West, Inc.

Address: 3821 Calle Fortunada Suite A, San Diego, CA 92123

Telephone: (858)492-5209

Primary Contact Person: Dale Wineteer

E-Mail: Dale.Wineteer@Roadonewest.com

3. TYPE OF ORGANIZATION

 Individual Partnership x Corporation

 Joint Venture Other

If other, please explain:

4. PROVIDE A BRIEF DESCRIPTIVE HISTORY OF THE COMPANY (Attach an Additional sheet if necessary). See attached Company History pg. 6

5. For the Business listed above - provide net income for the last three calendar years, starting with the most recent: 2012 \$61,422, 2011 (\$84,340), 2010 \$41,114

6. LIST SERVICES PROVIDED BY COMPANY (Attach an additional sheet if necessary).

Tow service only: x YES NO

We provide all types of towing, recovery, and roadside assistance. We are capable of providing all services in the Scope of Work of this RFP.

7. NUMBER OF STAFF IN LOCAL COMPANY

- a. Number of full-time staff in local office that will be assigned to this contract: 107
- b. Number of Technical Staff: 60
- c. Number of Support Staff: 47
- d. Total number of Staff: 107
- e. Please provide a complete list of Tow Truck Drivers and be sure to include the following for each driver: See attached list of drivers pg. 7-8
 - (1) Name:
 - (2) Driver's license number:
 - (3) Class of tow truck certified for:
 - (4) CDL Endorsements:
 - (5) Years of experience:
 - (6) Any training and certifications:

8. LIST BELOW YOUR COMPANY'S CURRENT EQUIPMENT, AND EQUIPMENT CAPABILITIES. (Attach additional sheets if necessary):

- a. Number of Tow Trucks, per class and capabilities: See attached truck list pg. 9-11
 - b. Storage yards available and space available: See attached description of storage yards pg. 12
 - c. All additional equipment: Forklifts for loading or unloading trailers. Generator, lights and airbags to provide power, lights and low pressure recovery equipment.
9. Financial information, including: See attached financial information pg. 13-26

- a. Tow Provider must submit a balance sheet and income statement for its business, reviewed by an accountant licensed to practice in the State of California, for the two most recently-completed fiscal years and statements for the current fiscal year as of the most recently-completed quarter. All such reports are to be furnished in accordance with generally-accepted accounting principles applied on a consistent basis and including a statement by the chief financial officer of the firm that there has been no material change in such condition or operations as reflected in the balance sheets and income statement since the date on which they were prepared.

- b. If the Tow Provider intends that another corporation(s) and/or parent corporation will provide financial support to the Tow Provider, such entities must file a binding certification as to the extent of their support. Such certification must be dated and signed by a corporate officer authorized to make such a commitment. Tow Provider must also submit financial statements for such entities.
10. Full name, title and address of all the principal personnel of Tow Provider: See attachment pg. 27
- a. If an individual, the name of the party proposing;
 - b. If a joint venture, the members of the joint venture;
 - x c. If a corporation, the State of Incorporation, the president, vice president and secretary;
 - d. If an LLC, the Managing Member and any officers.
11. For the principal personnel listed above, please provide information for the last five years detailing years involved with company, and: See attached information pg. 28-29
- a. List any other companies that they have part or full ownership in;
 - b. List any board positions held in other companies;
 - c. List any companies that they have provided financial backing for.
12. Has Tow Provider or the principal personnel listed ever been:
- a. Convicted of a misdemeanor involving moral turpitude? If yes please provide case number, jurisdiction, date of conviction, and the nature of the charges.
No
 - b. Convicted of any felony? If yes please provide case number, jurisdiction, date of conviction, and the nature of the charges.
No
 - c. Filed for bankruptcy? If yes please provide a written explanation, including case number and date of filing.
No
13. List Experience in towing, dispatching, storage and disposal of towed vehicles See attachment pg. 30
- a. Total number of vehicles towed per year for the last five years.
 - b. Number of damage claims filed for towing in last year.
 - c. Number of claims settled out of court in favor of the claimant in the last year.
 - d. Number of claims taken to court in last year.
 - e. What is your number of complaints per month for the last year?
 - f. How many company-owned trucks were used in the last year?
 - g. How many subcontract trucks were used in the last year?

- h. Has the Tow Provider ever defaulted on a tow-related contract?
 - i. Has the Tow Provider ever requested release from a tow-related contract?
 - j. Has the Tow Provider ever had a tow-related contract cancelled?
 - k. Has the Tow Provider ever been a party to any legal action or proceeding related to a towing contract or lease?
 - l. Is the Tow Provider now in arrears on payments due on any towing business or operation?
 - m. Does the Tow Provider have any claims or liens pending against it or has it ever been the subject of such action taken by any governmental body for the non-payment of taxes or violations of any city, county, state or federal law?
14. List insurance/surety companies that can provide information as to the financial responsibility and general reliability of the Tow Provider. The City may request a release from Tow Provider authorizing disclosure. Please include name of surety/address/contact name and phone). See attached list pg. 31

The City may require additional details and the Tow Provider by signing agrees to cooperate and provide additional information requested.

Allied Gardens Towing, Inc.
3821 Calle Fortunada, Suite A
San Diego, CA 92123

RFP No. 10032627-13-W

Response to Section C Scope of Services: F. Qualifications and Experience
RFP page 15
Section:

4.) PROVIDE A BRIEF DESCRIPTIVE HISTORY OF THE COMPANY

Company History:

Allied Gardens Towing, Inc. (AGT) is a locally owned and operated company founded in 1971 by LCDR James H. Blakeley. AGT's original tow yard located at 4334 Sheridan Lane is still in operation and currently services the City of San Diego as a Licensed Impound Facility for the Police Department. Over the years, business continued to grow and AGT expanded the range of services offered to include light-duty sub garage trucks, medium duty wheel-lift and flat beds, heavy duty towing, heavy-duty transport service and air cushion recoveries. AGT specialized in law enforcement and municipality towing and balanced this with a mix of commercial, fleet, private and motor club work. Mr. Blakeley passed away in 1994 and his General Manager, Steve Bishop, stepped in as President. On April 1, 1999, AGT merged with Miller Industries, Inc as part of a new national towing network. Although this effort offered exciting new opportunities and challenges, Miller Industries, Inc. decided to exit the towing services market. On June 25, 2003, AGT was sold back to local ownership and is now owned by RoadOne West Inc., which in turn is owned by Steve Bishop, Dale Wineteer and Brad Ramsey. Allied Gardens Inc. again has the benefit of local ownership and is currently doing business as (DBA) Allied Gardens Towing and (DBA) RoadOne. Mr. Steve Bishop, who has been with the company since its inception in 1971, continues to serve as President of AGT.

RFP No. 10032627-13-W
 Response to Section F
 Qualifications and Experience
 7(e) List of Drivers

Allied Gardens Towing, Inc.
 3821 Calle Fortunada Ste. A
 San Diego, CA 92123

Company	Last Name	First Name	CDL #	Class of Tow Truck	CDL Endorsements	Years with Company	Certifications
Allied	Arroyo Jr.	Felipe	D6134894	A		00yrs 09mo	
Allied	Caldera Jr.	Louie	D7883736	A		00yrs 06mo	
Allied	Castro	Roberto	A4183986	A		33yrs 02mo	R. Resch 16 Hours
Allied	Chadic	Kelly	A5939492	A		04yrs 04mo	R. Resch 16 Hours
Allied	Chavarria	Diego	D2464950	A		08yrs 05mo	CTTA
Allied	Clark	Donald M	B4221927	A		12yrs 11mo	R. Resch 16 Hours
Allied	Cleveland	Foxe	B4858890	A, B, C, D	TX	00yrs 07mo	
Allied	Delancy Jr.	Dan	A1969564	A		05yrs 07mo	CTTA
Allied	Delgado	Jesus	E1266630	A		00yrs 02mo	
Allied	Di Biasio	Daniel	B8225872	A, B		09yrs 10mo	R. Resch 16 Hours
Allied	Diaz	Francisco	C1119724	A		08yrs 10mo	R. Resch 16 Hours
Allied	Diaz	Tomas	D1353893	A, B, C, D	TX	00yrs 00mo	
Allied	Edgar	Aaron	B8985645	A		04yrs 09mo	R. Resch 16 Hours
Allied	Espinosa Jr.	James J.	B7259793	A		01yrs 03mo	R. Resch 16 Hours
Allied	Frank	Joseph	B5158337	A, B, C, D		17yrs 06mo	R. Resch 16 Hours
Allied	Garcia	Ernesto	B4830543	A		01yrs 11mo	R. Resch 16 Hours
Allied	Garcia	Ignacio	A9955300	A, B	H	13yrs 05mo	R. Resch 16 Hours
Allied	Garcia	Joshua	E2915652	A		00yrs 09mo	
Allied	Gomez	Francisco	D7238430	A		01yrs 11mo	R. Resch 16 Hours
Allied	Gutierrez	Alfredo	A6800065	A		09yrs 09mo	R. Resch 16 Hours
Allied	Harshaw	Johnathan E.	A4872252	A, B	T	01yrs 05mo	R. Resch 16 Hours
Allied	Hatton	Micah P	B7316222	A		09yrs 07mo	R. Resch 16 Hours
Allied	Herrod	Dorian	D8255988	A		01yrs 02mo	R. Resch 16 Hours
Allied	Hughes	Neil	A9370978	A, B, C, D	TN	05yrs 00mo	
Allied	Jackson	Mark M.	C0025455	A, B, C, D		00yrs 04mo	
Allied	James	Anthony	D7233058	A		00yrs 02mo	
Allied	Johnson	Mayfield T	N6893214	A		16yrs 05mo	R. Resch 16 Hours
Allied	Lara	Juan M.	F2958076	A		01yrs 04mo	R. Resch 16 Hours
Allied	Leon	Juan C	N9455192	A, B, C, D	TN	10yrs 10mo	R. Resch 16 Hours
Allied	Lynch	Joshua D.	D8069729	A		00yrs 02mo	

RFP No. 10032627-13-W
 Response to Section F
 Qualifications and Experience
 7(e) List of Drivers

Allied Gardens Towing, Inc.
 3821 Calle Fortunada Ste. A
 San Diego, CA 92123

Company	Last Name	First Name	CDL #	Class of Tow Truck	CDL Endorsements	Years with Company	Certifications
Allied	Mancilla	Felipe A.	U5199391	A	P	01yrs 00mo	R. Resch 16 Hours
Allied	McCrary	Sean	B8559163	A	TN	05yrs 10mo	R. Resch 16 Hours
Allied	Meza	Braulio	B9175896	A		06yrs 03mo	R. Resch 16 Hours
Allied	Meza	Eddie	C2982377	A, B	T	05yrs 11mo	R. Resch 16 Hours
Allied	Odgers	Rogelio T	D1267873	A		00yrs 05mo	
Allied	Potvin	James	N9647486	A, B, C, D		01yrs 00mo	
Allied	Preciado	Jose A	A4548387	A		10yrs 06mo	R. Resch 16 Hours
Allied	Roberts	Michael	D1321909	A		00yrs 07mo	
Allied	Romero	Jorge	A3342755	A		04yrs 05mo	R. Resch 16 Hours
Allied	Romero	Juan Carlos	B6184592	A		05yrs 03mo	R. Resch 16 Hours
Allied	Saizar	Jose M.	D1268624	A		00yrs 04mo	
Allied	Scanlon	Brian	N6628783	A	T	04yrs 02mo	R. Resch 16 Hours
Allied	Sparacino II	James T.	B7674144	A		00yrs 05mo	
Allied	Thorpe	Michael A	B6244886	A, B, C, D	TX	11yrs 09mo	CTTA
Allied	Ton	Hien	C6684957	A, B	H	09yrs 02mo	CTTA
Allied	Vannarath	Preston Phothai	D2771131	A		05yrs 04mo	CTTA
Allied	Vidal	Jovanie I	A5520778	A		08yrs 04mo	R. Resch 16 Hours
Allied	Villalobos	Jorge	B5817949	A		09yrs 02mo	R. Resch 16 Hours
Allied	Wager	Anthony	C6468353	A, B, C, D	TN	09yrs 05mo	
Allied	Zapien	Rigoberto	D3988633	A		00yrs 08mo	

CDL Endorsements	
T	Double/Triple Trailer
TPXS	All CDL Endorsements
P	Passenger Transport
S	School Bus
N	Tank Vehicle
H	Hazardous Materials
X	N and H Combined

Allied Gardens Towing, Inc.
3821 Calle Fortunada Ste. A
San Diego, CA 92123

RFP No. 10032627-13-W
Section F Qualifications and Experience
#8 (a) Number of Tow Trucks Summary

Number of Tow Trucks by Class:

Class A:

Flatbeds	19
Wheel Lifts	15
<u>Total Class A</u>	<u>34</u>

Class B:

Wheel Lifts	3
<u>Total Class B</u>	<u>3</u>

Class C:

Tractors	11
Under Lifts	1
<u>Total Class C</u>	<u>12</u>

Class D:

Flatbeds	1
Tractors	3
Under Lifts	5
<u>Total Class D</u>	<u>9</u>

Misc:

Trailers	7
<u>Total Misc</u>	<u>7</u>

Total Trucks Fleet 65

RFP No. 10032627-13-W
 Section F Qualifications and Experience
 #8 (a) Tow Truck Detailed list

Allied Gardens Towing, Inc.
 3821 Calle Fortunada Ste. A
 San Diego, CA 92123

Yr	Make	Model	Bed Model	Type	GVW	Class	Capabilities
2002	Navistar	4300	Vulcan 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2003	International	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2003	International	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2003	Navistar	4300	Vulcan 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2003	Navistar	4300	Vulcan 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2003	Navistar	4300	Vulcan 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2004	International	4300	Vulcan 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2005	International	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2005	Navistar	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2005	Navistar	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2006	International	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2006	International	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2007	Navistar	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2007	Navistar	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2007	Navistar	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2007	Navistar	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2007	Navistar	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
2007	Navistar	4300	Century 821	Flatbed	25500	Class A	Towing, 2 Vehicles, Special Needs
1996	Ford	F-450	Vulcan 851	Wheel Lift	14500	Class A	Towing, Recovery
1996	Ford	F-450	Century 412	Wheel Lift	14500	Class A	Towing, Recovery
2003	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2003	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2003	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2003	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2005	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2005	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2007	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2007	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2007	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2007	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2007	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
2007	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery

RFP No. 10032627-13-W
 Section F Qualifications and Experience
 #8 (a) Tow Truck Detailed list

Allied Gardens Towing, Inc.
 3821 Calle Fortunada Ste. A
 San Diego, CA 92123

Yr	Make	Model	Bed Model	Type	GVW	Class	Capabilities
2007	International	4300	Vulcan 894	Wheel Lift	25500	Class A	Towing, Recovery
1995	Freightliner	FL70		Wheel Lift	29500	Class B	Medium Duty, Delivery Trucks, Towing, Recovery
2007	Kenworth	T300	CHEVRON	Wheel Lift	32700	Class B	Medium Duty, Delivery Trucks, Towing, Recovery
1995	Peterbilt	330	CENTURY	Wheel Lift	33000	Class B	Medium Duty, Delivery Trucks, Towing, Recovery
1997	Volvo		Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2003	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2003	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2003	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2003	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2005	Pete	379	3 axle Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2005	Pete	378	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2005	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
2005	Peterbilt	358	Tractor	Tractor	48000	Class C	Pull Trailers, Run Landolls
1986	Peterbilt	359	Tractor	Tractor	50000	Class C	Pull Trailers, Run Landolls
1986	Peterbilt	359	Tractor	Tractor	50000	Class C	Pull Trailers, Run Landolls
1990	International	9300	CENTURY	Under Lift	50000	Class C	Heavy Duty, Big Rig, Trucks, Tractor Trailers
2012	International	7600	Century 27; LCG20	Flatbed	56000	Class D	Towing, 2 Vehicles, Special Needs
1998	Kenworth		Tractor	Tractor	52000	Class D	Pull Trailers, Run Landolls
2009	Pete	388	Tractor	Tractor	52000	Class D	Pull Trailers, Run Landolls
2009	Pete	388	Tractor	Tractor	52000	Class D	Pull Trailers, Run Landolls
1992	Peterbilt	378	Vulcan V-90	Under Lift	52000	Class D	Heavy Duty, Big Rig, Trucks, Tractor Trailers
1999	Peterbilt	378	Vulcan V-100	Under Lift	54060	Class D	Heavy Duty, Big Rig, Trucks, Tractor Trailers
2006	Peterbilt	378	Vulcan V-100	Under Lift	54320	Class D	Heavy Duty, Big Rig, Trucks, Tractor Trailers
2008	Peterbilt	378	Vulcan V100	Wheel Lift	83000	Class D	4 Axle, Heavy Duty, Big Rig, Trucks, Tractor Trailers
2008	Peterbilt	378	Vulcan V100	Wheel Lift	83000	Class D	4 Axle, Heavy Duty, Big Rig, Trucks, Tractor Trailers
1985	Landoll	317	Landoll	Trailer	60000		Busses, Fire Trucks, Equipment
1987	Landoll	317	Landoll	Trailer	60000		Busses, Fire Trucks, Equipment
1990	Landoll	317	Landoll	Trailer	60000		Busses, Fire Trucks, Equipment
1990	Landoll	317	Landoll	Trailer	60000		Busses, Fire Trucks, Equipment
2006	Trailez	TE 701	48ft	Trailer	60000		Busses, Fire Trucks, Equipment
2010	Traileze	TE 701	Trailez	Trailer	60000		Busses, Fire Trucks, Equipment
2004	Trailez	TE 701	Trailez	Trailer	70000		Busses, Fire Trucks, Equipment

Allied Gardens Towing, Inc.
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Response to Scope of Services
Section F Qualifications and Experience
RFP page 16
8 (b) Storage yards and space available

4334 Sheridan Ln., San Diego, CA 92120
Square footage: 90,000
Capacity for 375 vehicles
Excellent condition, partially paved, remainder gravel surface,
Chain-link fencing w/ screening, entire facility illuminated.
Fully staffed and functioning as a storage facility.
Meets all City zoning and code requirements
Currently approved by SDPD, CHP

123 35th Street, San Diego, CA 92102
Square footage: 71,500
Capacity for 290 vehicles
Inside storage for 7 vehicles
50% asphalt and 50% gravel surface, 8ft wood fencing.
Excellent condition, fully staffed and functioning as a storage facility
Meets all City zoning and code requirements
Currently approved by SDPD, CHP

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San Diego, CA 92123

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Response to Section C Scope of Services: F. Qualifications and Experience:


RFP page 16

Section:

9.) Financial Information a.

To satisfy the requirements of this section Allied Gardens Towing, Inc. has included a letter from CEA, LLP a licensed CPA firm, balance sheet and income statements for the fiscal years ending June 30, 2011, June 30, 2012, and for the current fiscal year through September 30, 2012. Audited Financials for the Parent Company, RoadOne West, Inc. have also been provided.

The Secretary/Treasurer of Allied Gardens Towing, Inc., David Pudgil, does hereby state that there has been no material change in such condition or operations as reflected in the balance sheets and income statements since the date on which they were prepared.

 2/12/13

David Pudgil Date
Secretary/Treasurer

Allied Gardens Towing, Inc.
3821 Calle Fortunada, Suite A
San Diego, CA 92123


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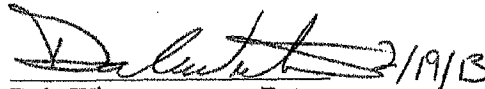
Response to Section C Scope of Services: F. Qualification and Experience:
RFP page 16
Section:
9.) Financial Information b.

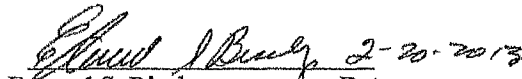
February 19, 2013

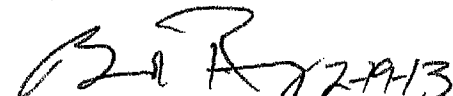
Re: Binding Certification

Please be advised that RoadOne West, Inc. is prepared to provide financial and other necessary support to Allied Gardens Towing, Inc. in performance of the scope of work required by the City of San Diego in RFP No. 10032627-13-W. We hereby authorize David Pudgil, Secretary of RoadOne West, Inc. to make such a commitment.


David Pudgil Date
Secretary


Dale Wineteer Date
Director


Edward S. Bishop Date
Director


Brad Ramsey Date
Director

Allied Gardens Towing, Inc.
3821 Calle Fortunada, Suite A
San Diego, CA 92123

RFP No. 10032627-13-W

Response to Section C Scope of Services: F. Qualification and Experience

RFP page 17

Section: 10.) Full name Title and Address of all principal personnel of Tow Provider

Allied Gardens Towing, Inc. is a Corporation, incorporated in the State of Delaware.

Principle personnel include:

Edward S. (Steve) Bishop – President

Dale Wineteer – Vice President

Brad Ramsey – Vice President

David Pudgil – Secretary

Corporate Office:

3821 Calle Fortunada, Suite A

San Diego, CA. 92123

Allied Gardens Towing, Inc.
3821 Calle Fortunada, Suite A
San Diego, CA 92123

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Response to Section C Scope of Services: F. Qualification and Experience
RFP page 17
Section: 11.) Principal Personnel

To achieve performance levels expected by the City of San Diego; Allied Gardens Towing, Inc. DBA RoadOne will rely heavily on the extensive experience and knowledge of its principal personnel, the owners and officers described below:

Edward S. (Steve) Bishop – President

CDL# E0722662

Steve has been in the towing business since 1969, when he joined Allied Gardens Towing. He has tremendous experience in all aspects of the business and currently applies full time attention to dispatch and field operations. He is hands on, and makes certain we get to the calls. Steve is certified by; CTTA, TRAA, and the Ross Kinman Heavy Duty Towing and Recovery Course. He is also the current President of Allied Gardens Towing, Inc.

Dale Wineteer – Vice President

CDL#N4034813

Born into a "towing family", Dale has been around towing all of his life. Having worked as a driver, release clerk, and manager, Dale worked his way up in the family business A to Z Enterprises, Inc. In addition to his duties as Vice President, Dale is active in community service. He currently volunteers his time serving on the Board of California Southern Small Business Development Corporation (CSSBD). CSSBD is a state loan guarantee program, which assists small businesses. In recent years Dale has further enhanced his involvement in the financial realm by taking board positions with both Evolution Insurance and Captive Resources Funding.

Brad Ramsey – Vice President

CDL# N8153193

Brad joined A to Z Enterprises, Inc. in 1986. With over 25 years of experience, he has worked on many similar contracts for government agencies, commercial accounts, nonprofits and other entities. Brad is active in the community, reflecting both corporate and personal commitment to our youth. He serves on the Board of Directors of the United States Institute for Amateur Athletics (USIAA) and is the immediate past President as well. Mr. Ramsey has been certified through TRAA in Heavy Duty Recovery, STARS as a Driver Safety Instructor, and UCSD in OSHA Hazardous Materials Response.

David Pudgil – Administrative Manager

CDL# N7887716

David's family was also in the towing business for many years and he became familiar with the business at an early age. He returned to the towing business in 1987 where he worked with his father, Duane Pudgil, and mother who owned DURU, Inc. which operated as South Bay Towing. David remains President of DURU, Inc. giving us a great deal of added experience.

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Response to Section C Scope of Services: F. Qualification and Experience
RFP page 17
Section: 11.) Principal Personnel

Dale Wineteer, Steve Bishop, and Brad Ramsey are owners of the following: RoadOne West, Inc.; R1W 146th STREET, LLC; R1W ARIZONA, LLC; R1W GLENDALE, LLC; OLIVE DRIVE 9135, LLC; CAROLE LANE 7333, LLC. Dale is also an owner of R1W CHULA VISTA, LLC.

Dale Wineteer, Steve Bishop, and Brad Ramsey hold board positions in the following: RoadOne West, Inc., A to Z Enterprises, Inc.; Allied Gardens Towing, Inc.; Duru, Inc.; Lincoln Towing Enterprises, Inc.; Dick's Towing & Road Service, Inc.; Ken's Towing, Inc.; Western Towing of Phoenix, Inc.; Gary's Towing & Salvage Pool, Inc.; and Anderson Towing Service, Inc.

Dale Wineteer, Steve Bishop, and Brad Ramsey as owners of RoadOne West, Inc. have provided financial backing for the following: A to Z Enterprises, Inc.; Allied Gardens Towing, Inc.; Duru, Inc.; Lincoln Towing Enterprises, Inc.; Dick's Towing & Road Service, Inc.; Ken's Towing, Inc.; Western Towing of Phoenix, Inc.; and Gary's Towing & Salvage Pool, Inc.; Anderson Towing Service, Inc.; R1W 146th STREET, LLC; R1W ARIZONA, LLC; R1W GLENDALE, LLC; OLIVE DRIVE 9135, LLC; CAROLE LANE 7333, LLC.

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Response to Section C Scope of Services: F. Qualifications and Experience
RFP page 17 and 18
Section:

13.) List of Experience in towing, dispatching, storage and disposal of towed vehicles

a. Total number of vehicles towed per year for the last five years

Year	2012	2011	2010	2009	2008
Total Tows	41,728	43,454	45,688	41,810	43,069

- b. Claims Filed 71
- c. Claims Paid 25
- d. Court Cases 0
- e. Complaints per Month 6
- f. Company-owned trucks 65
- g. Subcontract trucks 10 **
- h. No
- i. No
- j. No
- k. Yes, as a plaintiff against the City; case was settled out of court.
- l. No
- m. No

** Occasionally used and only for accounts where allowed.

Allied Gardens Towing, Inc.
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Response to Scope of Services
Section F Qualifications and Experience
RFP page 18
14.) List of Insurance/surety companies

Robert Farmer
Centerpointe Insurance Services, Ltd.
807 B Camarillo Springs Road
Camarillo, CA 93012-9463
www.centerpointeinsurance.com
License # 0735759
800-451-8766 x 107
805-384-1166 x 107
805-384-8036 Fax
robertf@cpoins.com

Philadelphia Insurance Companies
C/O J R Olsen Bonds & Insurance Brokers
7407 Topanga Canyon Blvd.
Canoga Park, CA 91303
Phyllis Hart
800-452-7121

Comerica Bank
James Stanley
Corporate Banking Officer
350 Tenth Avenue, Suite 700
San Diego, CA 92101
619-652-5804

Tab: C

**SECTION B
PRICE SCHEDULE**

A. PRICE SCHEDULE INSTRUCTIONS FOR SCOPE OF SERVICES AS SPECIFIED IN SECTION C

PRICING SCHEDULE

B. TOWING/HAULING SERVICES – 14,000 GVW AND UNDER

Item No.	Quantity	Unit of measure	Description	Unit Cost	Extension
1	18	EA	Hook Up Fee	\$ NA	\$ NA
2	12	Miles	Towing Fee / Per Mile	\$ 15.00	\$ 180.00
			Or Use NA if not offering as option		
3	18	EA	Flat or Set Fee Per Tow	\$ NA	\$ NA
4	18	EA	Driveline Removal	\$ NA	\$ NA
5	18	EA	*Standby Time	\$ 2.00	\$ 36.00
Total B:					\$ 216.00

C. TOWING/HAULING SERVICES – 14,000 GVW - 30,000 GVW (SINGLE REAR AXLE)

Item No.	Quantity	Unit of measure	Description	Unit Cost	Extension
1	28	EA	Hook Up Fee	\$ NA	\$ NA
2	12	Miles	Towing Fee / Per Mile	\$ 25.00	\$ 300.00
			Or Use NA if not offering as option		
3	28	EA	Flat or Set Fee Per Tow	\$ NA	\$ NA
4	28	EA	Driveline Removal	\$ NA	\$ NA
5	28	EA	*Standby Time	\$ 2.00	\$ 56.00
Total C:					\$ 356.00

D. TOWING/HAULING SERVICES – 30,000 GVW + (TANDEM REAR AXLE)

Item No.	Quantity	Unit of measure	Description	Unit Cost	Extension
1	172	EA	Hook Up Fee	\$ NA	\$ NA
2	12	Miles	Towing Fee / Per Mile	\$ 35.00	\$ 420.00
			Or Use NA if not offering as option		
3	172	EA	Flat or Set Fee Per Tow	\$ NA	\$ NA
4	172	EA	Driveline Removal	\$ NA	\$ NA
5	172	EA	*Standby Time	\$ 3.00	\$ 516.00
Total D:					\$ 936.00

E. ON/OFF ROAD RECOVERY SERVICES

Item No.	Quantity	UOM	Description	Unit Cost	Extension
1	20	EA	Travel Time – Miles	\$ NA	\$ NA
2	12	Miles	Travel Time – Hour	\$ 15.00	\$ 180.00
3	20	HR	On Site Fee (Hour)	\$ NA	\$ NA
Total E:					\$ 180.00

F. SUPPORT SERVICES

Item No.	Quantity	UOM	Description	Unit Cost	Extension
1	30	EA	Travel Time – Miles	\$ NA	\$ NA
2	12	Miles	Travel Time – Hour	\$ 15.00	\$ 180.00
3	1	HR	On-Site Fee – Hour	\$ NA	\$ NA
4	30	EA	Flat or Set Fee -	\$ NA	\$ NA
5	30	EA	Material Charge (e.g. fuel)	\$ NA	\$ NA
Total F:					\$ 180.00

G. OUT OF AREA SUPPORT

Item	Quantity	U/M	Description	Unit Cost	Extension
1	20	EA	Hook Up Fee	\$ NA	\$ NA
2	12	Miles	Mileage Fee	\$ 15.00	\$ 180.00
			Or Use NA if not offering as option		
3	20	EA	Hourly Fee	\$ NA	\$ NA
4	20	EA	Hook Up Fee	\$ NA	\$ NA
Total G:					\$ 180.00
Total B - G:					\$ 2,048.00

*Standby Time – standby time is those services related to towing, hauling and recovery such as unloading refuse collection vehicles at a landfill, accident scene cleanup, waiting for damaged vehicle to be released at an accident scene, etc.

Proposers shall submit their proposal for pricing on the following City's Price Schedule page(s). Using the enclosed Price Schedule page(s) will help ensure consistency in the price evaluation. The Price Schedule page(s) are to be completed in full and shall be incorporated herein. Only the City's Price Schedule page(s) will be accepted. Any deviations from the Price Schedule page(s) may result in the rejection of the proposal as being non-responsive.

Proposers must provide attachment worksheets, which include a breakdown of labor hours and any other rationale used in determining their pricing for all of the specified requirements. Blanks on the Price Schedule page(s) will be interpreted as zero (0) and no price will be allowed.

Prompt Payment Discounts

The City's Standard Payment Terms are Net 30 Days. Proposers may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms. Discounts will be taken at the time of payment when applicable. Prompt payment discounts shall be identified on the Signature Page, Section A.4. Discount is taken based on the date of the payment check. Time will be computed from the date of delivery at destination or acceptance by City, or the date supplied to the carrier when acceptance is at the point of origin, or from the date a corrected invoice is received, whichever is later.

Any discount offered other than for prompt payment should be included in the net price quoted, rather than shown as a separate item. Any discount shown separately will be adjusted on the Purchase Order.

Pricing

Unless called for in the General Contract Clauses, no escalation factor is allowed. The Contractor must notify the City in writing in the event of a decline in market price(s) below the Price Schedule and the City will make an adjustment in the Contract Amount or elect to re-solicit.

Unless the Contractor clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire Proposal, any difference between the unit price correctly extended and the total price shown for all items offered shall be resolved in favor of the unit price.

The lowest total estimated contract price of all the Proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in Section M of this RFP. The other Price Schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}\right) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a Proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

H. PRICE SCHEDULE

The estimated quantities provided by the City are not guaranteed. These quantities are listed for purposes of comparing cost proposals only. The actual quantities may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the Contractor to an adjustment in the unit price or to any additional compensation.

Tow Operations Cost 2013

Contractor: **RoadOne**

Items	Unit	No. of Items	Cost per Unit
Light Duty Cost	hours	2	
A. Driver Labor			
Loaded (Taxes, Benefits, Dept Load)			\$26.82
SUBTOTAL (Personnel & Administration):			
B. Tow Truck	hours	2	
Loaded (Insurance, Fuel, Depreciation, Maint)			\$39.70
SUBTOTAL (Truck Expense):			
C. Overhead Expense	hours	2	
Administrative Load (incl. Profit Margin)			\$22.95
SUBTOTAL (Operating Expense):			
Items	Unit	No. of Items	Cost per Unit
Medium Duty Cost	hours	2.75	
A. Driver Labor			
Loaded (Taxes, Benefits, Dept Load)			\$32.70
SUBTOTAL (Personnel & Administration):			
B. Tow Truck	hours	2.75	
Loaded (Insurance, Fuel, Depreciation, Maint)			\$46.90
SUBTOTAL (Truck Expense):			
C. Overhead Expense	hours	2.75	
Administrative Load (incl. Profit Margin)			\$27.46
SUBTOTAL (Operating Expense):			
Items	Unit	No. of Items	Cost per Unit
Heavy Duty Cost	hours	2.75	
A. Driver Labor			
Loaded (Taxes, Benefits, Dept Load)			\$44.18
SUBTOTAL (Personnel & Administration):			
B. Tow Truck	hours	2.75	
Loaded (Insurance, Fuel, Depreciation, Maint)			\$57.50
SUBTOTAL (Truck Expense):			
C. Overhead Expense	hours	2.75	
Administrative Load (incl. Profit Margin)			\$35.07
SUBTOTAL (Operating Expense):			

Tab: D

RFP No. 10032627-13-W

Response to Section J Equal Opportunity Contracting Program (EOCP):
RFP page 88

I. City's Equal Opportunity Commitment

Allied Gardens Towing, Inc (RoadOne) is also strongly committed to equal opportunity for our employees and our subcontractors. As a local company employing local citizens and doing business with many local individuals and businesses we take our role as an equal opportunity employer/contractor seriously.

II. Nondiscrimination in Contracting Ordinance

A. Disclosure of Discrimination Complaints

None

B. Nondiscrimination in Contracting

We agree to the usage of the required language in contracts for City projects between the City and the contractor and any subcontractors, vendors, and suppliers.

C. Contract Disclosure Requirements

Upon City's request we agree to provide the City with a list of subcontractors, vendors, and suppliers used in the past 5 years on any contracts undertaken in the County of San Diego, including dollar amount paid for each subcontract or supply contract. We will fully cooperate in any investigation conducted by the City pursuant to the City's Nondiscrimination in Contracting Ordinance. We understand that failure to do so is a material breach of contract and may result in the City pursuing remedies.

III. Equal Employment Opportunity Outreach Program

A. Nondiscrimination in Employment

We do not discriminate against any employee or applicant for employment on the any basis prohibited by law. We will make this program a compliance with this program a requirement for our subcontractors. We are not liable for any discriminatory practice of our subcontractors.

B. Work Force Report

See Attached Work Force Report

IV. Small and Local Business Program Requirements

A. SLBE and ELBE Participation for Contracts Valued Over \$50,000

We understand the discount for SLBE or ELBE prime contractors or prime contractors meeting the voluntary goal of 20% for SLBE or ELBE subcontractor participation.

B. Subcontractor Participation List

See Attached Form

C. Commitment Letters

See Attached Letters

D. Contract Activity Reports

Going forward we agree to submit a quarterly report "Contract Activity Reports" to monitor our commitment and levels of compliance.

V. Demonstrated Commitment to Equal Opportunity

A. Required information:

1. Outreach Efforts.

As a locally owned and operated corporation we do business with a variety of local individuals and companies, although not many of them are certified as SLBE/ELBE/DBE etc. For the scope of services outlined in this contract we felt the opportunities to subcontract were limited. Allied Gardens Towing can provide all the services without subcontracting but we were interested in coming as close as possible to the City's voluntary 20% goal. We researched certified vendors on the City of San Diego web site, there was only one tow company listed American Towing and Dismantling, Inc. Since there was only one firm it was easy to approach them with an opportunity to work with us. We looked for other vendors to subcontract as suppliers but it was not practical for this contract.

2. Past Participation levels.

Name of Project: Contract with SANDAG for Freeway Service Patrol

Type of Project: Towing and roadside assistance on various freeways

Value of project: \$2,000,000

Subcontractor's name: KBM Facility Solutions (provides washing,
cleaning and safety service and supplies)
RJ Safety Supply (safety supplies such as vests,
coveralls and materials)

Percentage of subcontractor's participation: 2%

Identification of subcontractor firms certification:

KBM Facility Solutions (DBE),(SMBE), (WBE)
RJ Safety Supplies (DBE), (SBE), (WBE)

3. Equal Opportunity Employment.

RoadOne is proud of our diverse workforce and believes it is due to our efforts specifically in the areas of recruiting, training and retaining our employees.

- We place job postings on various employment websites and job boards
- We participate in neighborhood job fairs
- We encourage employee referrals
- We have an Equal Employment Opportunity and Nondiscrimination Policy in place; all employees must sign an acknowledgment of receipt during orientation
- We offer benefits to all employees as well as spouses and domestic partners
- We offer multiple medical benefits plans including one through SIMSA in Tijuana, Mexico
- We support our new employees by providing training and mentoring programs while they get acclimated to our organization
- We promote and provide raises based on meritorious job performance regardless of age, race and gender

4. Community Activities

RoadOne and its key personnel are very involved in the local community. RoadOne is a member of the East County Chamber of Commerce, Oceanside Chamber of Commerce and the Poway Chamber of Commerce. Our Vice President, Dale Wineteer volunteers on the Board of California Southern Small Business Development Corporation (CSSBD). CSSBD is a state loan guarantee program, which assists small businesses. Vice President, Brad Ramsey serves on the board of the United States Institute for Amateur Athletics (USIAA). USIAA is an organization that provides athletic opportunities to our local disadvantaged youth. RoadOne also donates cars to local police and fire departments to use for training purposes. We have also provided vehicles involved in alcohol related accidents for DUI awareness to many high school and MADD events. Our charitable contributions include USIAA, San Diego Blood Bank, San Diego County Motor Officers, Children's Wish Foundation and Shop with a Cop to name a few.

WORK FORCE REPORT – NAME OF FIRM: Allied Gardens Towing, Inc. DATE: 1/30/2013

OFFICE(S) or BRANCH(ES): _____ COUNTY: San Diego

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

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

OCCUPATIONAL CATEGORY										
Management & Financial			1						3	
Professional										
A&E, Science, Computer										
Technical										
Sales										
Administrative Support			1						1	3
Services	1	1	12	9					14	1
Crafts			1						2	
Operative Workers										
Transportation	4		28		2				19	4
Laborers*										

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

Totals Each Column	5	1	43	9	2					39	8
--------------------	---	---	----	---	---	--	--	--	--	----	---

Grand Total All Employees 107

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled

Disabled											
----------	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors											
Volunteers											
Artists											

WORK FORCE REPORT – Page 3

NAME OF FIRM: Allied Gardens Towing, Inc.

DATE: 1/30/2013

OFFICE(S) or BRANCH(ES): _____

COUNTY: San Diego

I. INSTRUCTIONS: FOR EACH OCCUPATIONAL CATEGORY, INDICATE NUMBER OF MALES AND FEMALES IN EVERY ETHNIC GROUP. TOTAL COLUMNS IN ROW PROVIDED. SUM OF ALL TOTALS SHOULD BE EQUAL TO YOUR TOTAL WORK FORCE. INCLUDE ALL THOSE EMPLOYED BY YOUR COMPANY ON EITHER A FULL OR PART-TIME BASIS. THE FOLLOWING GROUPS ARE TO BE INCLUDED IN ETHNIC CATEGORIES LISTED IN COLUMNS BELOW:

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

TRADE OCCUPATIONAL CATEGORY	Black	Hispanic	Asian	American Indian	Philippine	White	Other
	(M) (F)	(M) (F)	(M) (F)	(M) (F)	(M) (F)	(M) (F)	(M) (F)
Brick, Block or Stone Masons							
Carpenters							
Carpet, Floor & Tile Installers Finishers							
Cement Masons, Concrete Finishers							
Construction Laborers							
Drywall Installers, Ceiling Tile Inst							
Electricians							
Elevator Installers							
First-Line Supervisors/Managers							
Glaziers							
Helpers; Construction Trade							
Millwrights							
Misc. Const. Equipment Operators							
Painters, Const. & Maintenance							
Pipelayers, Plumbers, Pipe & Steam Fitters							
Plasterers & Stucco Masons							
Roofers							
Security Guards & Surveillance Officers							
Sheet Metal Workers							
Structural Metal Fabricators & Fitters							
Welding, Soldering & Brazing Workers							
Workers, Extractive Crafts, Miners							

Totals Each Column							
--------------------	--	--	--	--	--	--	--

Grand Total All Employees

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled							
----------	--	--	--	--	--	--	--



CITY OF SAN DIEGO WORK FORCE REPORT

HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (Black, Hispanic, Asian, American Indian, Filipino) for each occupation. Currently, our CLFA data is taken from the 2000 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report.¹ By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county.² If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work

Force Reports representing your firm from each of the three counties.

MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report.^{1,3} In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.³

TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one ¹, two ² & three ³. These numbers coincide with the types of work force report required in the example. See below:

- ¹ One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- ² Branch Work Force *
- ³ Managing Office Work Force

**Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

Exhibit A: Work Force Report Job categories-Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial

Advertising, Marketing, Promotions, Public Relations, and Sales Managers
Business Operations Specialists
Financial Specialists
Operations Specialties Managers
Other Management Occupations
Top Executives

Professional

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists

Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists
Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers
Computer Specialists
Engineers
Mathematical Science Occupations
Physical Scientists

Technical

Drafters, Engineering, and Mapping Technicians
Health Technologists and Technicians
Life, Physical, and Social Science Technicians
Media and Communication Equipment Workers

Sales

Other Sales and Related Workers
Retail Sales Workers
Sales Representatives, Services
Sales Representatives, Wholesale and Manufacturing
Supervisors, Sales Workers

Administrative Support

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

Services

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers
Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

Crafts

Construction Trades Workers
Electrical and Electronic Equipment Mechanics, Installers, and Repairers
Extraction Workers
Material Moving Workers
Other Construction and Related Workers
Other Installation, Maintenance, and Repair Occupations
Plant and System Operators
Supervisors of Installation, Maintenance, and Repair Workers
Supervisors, Construction and Extraction Workers
Vehicle and Mobile Equipment Mechanics, Installers, and Repairers
Woodworkers

Operative Workers

Assemblers and Fabricators
Communications Equipment Operators
Food Processing Workers
Metal Workers and Plastic Workers
Motor Vehicle Operators
Other Production Occupations
Printing Workers
Supervisors, Production Workers
Textile, Apparel, and Furnishings Workers

Transportation

Air Transportation Workers
Other Transportation Workers
Rail Transportation Workers
Supervisors, Transportation and Material Moving Workers
Water Transportation Workers

Laborers

Agricultural Workers
Animal Care and Service Workers
Fishing and Hunting Workers
Forest, Conservation, and Logging Workers
Grounds Maintenance Workers
Helpers, Construction Trades
Supervisors, Building and Grounds Cleaning and Maintenance Workers
Supervisors, Farming, Fishing, and Forestry Workers

Exhibit B: Work Force Report Job categories-Trade**Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

Carpenters**Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

Construction Laborers**Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

Electricians**Elevator Installers and Repairers****First-Line Supervisors/Managers**

First-line Supervisors/Managers of Construction Trades and Extraction Workers

Glaziers**Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters
Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

Misc. Const. Equipment Operators

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

Painters, Const. Maintenance

Painters, Construction and Maintenance
Paperhangers

Pipelayers and Plumbers

Pipelayers
Plumbers, Pipefitters and Steamfitters

Plasterers and Stucco Masons**Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

Welders, Cutter, Solderers and Brazers
Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners

Station #	Address	City	County	State/Zip Code	Phone #	Fax #
1	123 35th St.	San Diego	San Diego	CA 92102	619-234-3276	619-233-1624
8	3821 Calle Fortunada Suite A	San Diego	San Diego	CA 92123	858-492-5200	858-492-5298
10	2444 Barham Pl.	Escondido	San Diego	CA 92025	760-746-6501	760-746.6553
11	13117 Quarte Ct.	Poway	San Diego	CA 92064	858-748-4160	858-748-8168
12	1205 South Coast Hwy.	Encinitas	San Diego	CA 92024	760-753-7840	760-753-7871
14	4334 Sheridan Lane	San Diego	San Diego	CA 92120	619-562-4062	619-563-4099
15	1357 Pioneer Way	El Cajon	San Diego	CA 92020	619-444-9495	619-444-3919
16	15289 Old Highway 80	El Cajon	San Diego	CA 92020	619-390-8609	619-390-8539
17	1501 North Coast Hwy.	Oceanside	San Diego	CA 92054	760-757-3293	760-722-8826

ATTACHMENT BB

SUBCONTRACTOR PARTICIPATION LIST

This list shall include the name and complete address of all Subcontractors who qualify as SLBEs or ELBEs. Contractors may also list participation by MBE, WBE, DBE, DBVE and OBE firms. However, no additional points will be awarded for participation by these firms, except that DVBEs that qualify as local businesses shall counted as SLBEs.

Contractor shall also submit Subcontractor commitment letters on Subcontractor's letterhead, no more than one page each, from Subcontractors listed below to acknowledge their commitment to the team, scope of work, and percent of participation in the project.

Subcontractors shall be used in the percentages listed. No changes to this Participation List will be allowed without prior written City approval.

NAME AND ADDRESS OF SUBCONTRACTORS	SCOPE OF WORK	PERCENT OF PARTICIPATION	LOCALITY OF CONTRACT	SUBCLASSIFICATION (SLBE, ELBE, MBE, WBE, DBE, DBVE, OBE)	CITY OF SD
American Towing and Dismantling, Inc. 140 Reed Court. Chula Vista, CA 91911	Light duty tows Roadside asst.	20%	TBD	ELBE, MBE, DBE	City of SD

* Listed for informational purposes only.
 ** Contractor shall indicate if Subcontractor is certified by one of the agencies listed in Section VII of the Equal Opportunity Contracting Program (EOCP) Attachment.

List of Abbreviations:

- | | |
|--|------|
| Certified Minority Business Enterprise | MBE |
| Certified Woman Business Enterprise | WBE |
| Certified Disadvantaged Business Enterprise | DBE |
| Certified Disabled Veteran Business Enterprise | DVBE |
| Other Business Enterprise | OBE |
| Small Local Business Enterprise | SLBE |
| Emerging Local Business Enterprise | ELBE |



February 20, 2013

City of San Diego
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: Subcontractor Commitment Letter

American Towing and Dismantling, Inc. (American Towing) is fully qualified and committed to providing the services required in RFP NO: 10032627-13-W, "Towing Services for City Owned Vehicles" as Subcontractor for Allied Gardens Towing, Inc. . American Towing has reviewed the RFP and agrees to perform all services in compliance with each of the terms and conditions as stated and/or referenced in the RFP and any resultant Agreement. We are familiar with the SOW and provide similar services to many existing customers. We provide services on a 24 hour, 7 days a week basis. American Towing is a certified ELBE (MBE and DBE as well) with the City of San Diego.

American Towing will perform primarily light duty towing for City Owned Vehicles as needed and requested in the South Bay area. We will also respond as needed to other service request in regards to this Agreement. The anticipated volume of work will be up to 20% of the contract.

Regards,

Rudy Mercado
President
American Towing & Auto Dismantling, Inc.

PHONE: (858) 492-5200



February 20, 2013

City of San Diego
Purchasing & Contracting Department
1200 Third Avenue, Suite 200
San Diego, CA 92101

Re: Subcontractor Commitment Letter

A to Z Enterprises, Inc. (RoadOne) is fully qualified and committed to providing the services required in RFP NO: 10032627-13-W, "Towing Services for City Owned Vehicles" as Subcontractor for Allied Gardens Towing, Inc. . RoadOne has reviewed the RFP and agrees to perform all services in compliance with each of the terms and conditions as stated and/or referenced in the RFP and any resultant Agreement. We are familiar with the scope of services and provide similar services to many existing customers. We provide services on a 24 hour, 7 days a week basis.

RoadOne will perform towing services for City Owned Vehicles as needed and requested throughout the San Diego area. We are capable of providing any and all the services anticipated in the RFP including heavy duty and trailer work for fire trucks and other equipment. We understand our percentage of use or work will vary and is not based on a guarantee which is currently expected to be less than 20%.

Regards,

A handwritten signature in black ink, appearing to read "Brad Ramsey".

Brad Ramsey
Vice President
A to Z Enterprises, Inc.
(858) 492-5201 Direct

3821 Calle Fortunada, Ste. A
San Diego, CA 92123

Attachment CC

CONTRACT ACTIVITY REPORT

Contractors are required by contract to report SubContractor activity in this format. Reports shall be submitted via the Project Manager to the *Equal Opportunity Contracting Program (EOCP)* no later than thirty (30) days after the close of each quarter.

PROJECT: _____ **PRIME CONTRACTOR:** _____
CONTRACT AMOUNT: _____ **INVOICE PERIOD:** _____ **DATE:** _____

Include Additional Services Not-to-Exceed Amount

SubContractor	Indicate SLBE, ELBE, MBE, WBE, DBE, DVBE or OBE	Current Period		Paid to Date		Original Commitment	
		Dollar Amount	% of Contract	Dollar Amount	% of Contract	Dollar Amount	% of Contract
Prime Contractor Total:							
Contract Total:							

Completed by: _____

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING AN AGREEMENT WITH ALLIED GARDENS TOWING, INC. DBA ROAD ONE FOR AS-NEEDED TOWING OF CITY-OWNED VEHICLES AND AUTHORIZING THE USE OF THE CITY'S CONTRACT WITH OCEAN BLUE ENVIRONMENTAL SERVICES TO DISPOSE OF CAR WASH DEBRIS, AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, on February 1, 2011, the City Council approved the Preliminary Statement of Work for the Fleet Services Division pursuant to Resolution No. R-306583; and

WHEREAS, contracting for vehicle towing and car wash debris removal is a component of the successful managed competition proposal of City staff; and

WHEREAS, the City issued RFP No. 10032627-13-W to provide as-needed towing for City vehicles and Allied Gardens Towing, Inc., doing business as RoadOne (RoadOne), submitted the proposal offering the best value to the City; and

WHEREAS, the City currently has a contract with Ocean Blue Environmental Services for the disposal of hazardous waste which the City can use to provide cleanup and disposal of debris from the City's fleet car wash, but the City also anticipates re-advertising for bids for disposal of hazardous waste soon; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Mayor or his designee is authorized to execute, for and on behalf of the City, an agreement with RoadOne to provide as-needed towing of City-owned vehicles, on file with the City Clerk as Document No. RR-_____.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$50,000 from Fleet Services Operating Fund No. 720000, solely and exclusively to provide funds for the first year of the agreement with RoadOne.

3. That the Mayor or his designee is authorized to exercise up to four one-year options to renew the agreement with RoadOne, provided that sufficient funding for the renewals is approved in the City's budget each fiscal year and that the Chief Financial Officer first furnishes one or more certificates demonstrating that the funds necessary for the option years are, or will be, on deposit in the City Treasury.

4. That the Mayor or his designee is authorized to use the City's existing contract with Ocean Blue Environmental Services to provide cleanup and disposal of debris from the City's fleet car wash, and if the contract is re-advertised for bids, to use the company that is awarded the new contract for disposal of hazardous waste.

5. That the Chief Financial Officer is authorized to expend an amount not to exceed \$12,000 from Fleet Services Operating Fund No. 720000, solely and exclusively to provide funds for the first year cleanup and disposal services are provided.

APPROVED: JAN I. GOLDSMITH, City Attorney

By _____
Thomas C. Zeleny
Chief Deputy City Attorney

TCZ:mb
07/26/13
C.Cert:3000006257
Or.Dept:P.Wks-Fleet
Doc.No:600943

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego,
at its meeting of _____.

ELIZABETH S. MALAND, City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

BOB FILNER, Mayor

Vetoed: _____
(date)

BOB FILNER, Mayor

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO (CITY)
AND
LOCAL 127, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES
(LOCAL 127)
REGARDING FLEET MANAGED COMPETITION OUTSOURCING: DEBRIS HAULING**

Whereas City has satisfied its obligations under the Meyers-Milias Brown Act to meet and confer with the LOCAL 127 regarding the outsourcing of the debris collection, hauling and disposal work currently performed by LOCAL 127 bargaining unit members working in Fleet Division associated with implementation of the employee team's bid in managed competition;


And, the City and LOCAL 127 have mutually reached the following agreement, after meeting and conferring in good faith on December 5, 2011, December 22, 2011, and February 13, 2012 and at various points telephonically.

The City and LOCAL 127 agree to the following:

1. Agree that the City may proceed with outsourcing the debris collection, hauling and disposal work pertaining to the maintenance of City Vehicle wash bays currently performed by bargaining unit employees in Fleet Division.
2. Both parties agree to meet and confer as necessary to resolve issues or conflicts as related to this agreement.

This Agreement is executed on this 5th day of March, 2012 by the following authorized representatives of each party.

Local 127, American Federation of State, County and Municipal Employees



Frank Pitarro, Acting President



Carlos Mejia, Business Representative




Michael Flaherty, Executive Board Member

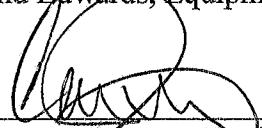


Stephen Merten, Body & Fender Mechanic

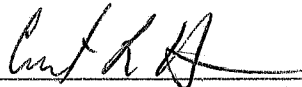
AGREEMENT BETWEEN THE CITY AND LOCAL 127 REGARDING FLEET MANAGED COMPETITION: DEBRIS COLLECTION, HAULING AND DISPOSAL



Edmond Edwards, Equipment Mechanic

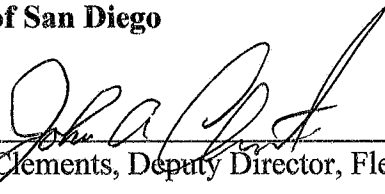


Cuauhtemoc Puentes, Equipment Mechanic



Curt Hansen, Senior Motive Service Technician

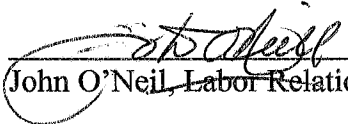
City of San Diego



John Clements, Deputy Director, Fleet Division



Jennifer Carbuccia, Labor Relations Deputy Director



John O'Neil, Labor Relations Officer

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO (CITY)
AND
LOCAL 127, AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (LOCAL 127)
REGARDING FLEET MANAGED COMPETITION
OUTSOURCING: TOWING**

Whereas the City has satisfied its obligations under the Meyers-Milias Brown Act to meet and confer with the LOCAL 127 regarding the outsourcing of the towing services currently performed by LOCAL 127 bargaining unit members working in the Fleet Service's Division associated with implementation of the employee team's bid in managed competition;

And, the City and LOCAL 127 have mutually reached the following agreement, after meeting and conferring in good faith on December 5, 2011, December 22, 2011, February 13, 2012, March 13, 2012, April 30, 2012, and May 22, 2012 and at various points telephonically.

The City and LOCAL 127 agree to the following:

1. Agree that the City may proceed with outsourcing the towing services and related non-towing services (limited to lock out service, fuel, battery jump starts and tire changes for light duty vehicles and heavy duty vehicles in special circumstances) currently performed by bargaining unit employees in the Fleet Service's Division.
2. Agrees that, while the City has complete discretion to utilize competitive processes to secure towing services for the City, the City agrees to seek input from a Local 127 designated subject matter expert on towing during the initial drafting, determination, and quality assurance standards processes associated with an outside vendor performing these functions.
3. Agree that while it is a management right to determine when the services of an outside vendor are used, the City will, to the extent feasible, follow the process set forth herein (attached) when making such determinations:
 - a. The Fleet Repair Supervisor or their designee, will thoroughly evaluate each field service request and dispatch the most appropriate resource per the proposed procedures for Road Call and Towing services to City facilities, including the use of a towing vendor to move City vehicles to City and other non-City locations as needed such as within and amongst City facilities, to repair vendor and auction facilities, and unloading and loading at landfill. These services may include non-towing services provided by an outside

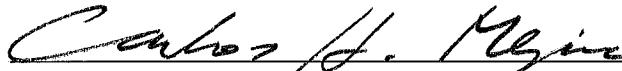
AGREEMENT BETWEEN THE CITY AND LOCAL 127 REGARDING FLEET MANAGED
COMPETITION: TOWING SERVICES

towing vendor for light duty vehicles (including F550 trucks level and below, sedans, SUVs, 1 ton and 1.5 ton trucks, pick up, van) will be limited to lock out service, fuel, battery jump starts and tire changes. Similar non-towing services for heavy duty specialty vehicles (e.g. fire apparatus) will only be provided by a towing vendor in special circumstances.

- b. In circumstances where the Fleet Repair Supervisor or their designee determines it is appropriate to dispatch Fleet Service's staff to further evaluate the service request, the on-scene Fleet Service's staff and the Fleet Repair Supervisor (or designee) will confer and coordinate regarding an appropriate response. Following receipt of input from the Fleet Service staff, the Fleet Repair Supervisor will make the determination as to the extent of repairs to be completed in the field and/or the need for towing or other services.
 - c. The Fleet Repair Supervisor or their designee will evaluate all workload, assign the appropriate resources to complete the work and classify the work accordingly in the Fleet Focus software program.
 - d. The City will continue supporting the concept of the customer or customer department staying with their vehicle whenever feasible and safe following a service request such as set forth in the current Service Level Agreement "The Customer operator (or another Customer employee) and the vehicle must stay together and remain at the site in the call to Dispatch.", until Fleet staff arrives or until the vehicle is safely transported by a third-party towing vendor. Whenever City staff are present when a vehicle requested to be towed by the third party vendor, City staff will note the general condition of the vehicle and report any damage observed on the City vehicle to the Fleet Repair Supervisor or their designee. Further, when no City employee is present the City will request the towing services vendor document the condition of vehicle upon receipt
 - e. The Parties agree to revisit standby assignment of one Fleet Technician or Master Fleet Technician set forth in the attached procedures if the City does not implement the third shift as currently proposed in the MEGO.
4. Both parties agree to meet and confer as required to resolve issues or conflicts as related to this agreement.

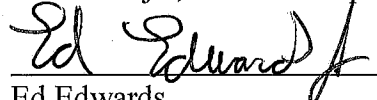
AGREEMENT BETWEEN THE CITY AND LOCAL 127 REGARDING FLEET MANAGED
COMPETITION: TOWING SERVICES

This Agreement is executed on this 22th day of May, 2012 by the following authorized
representatives of each party.



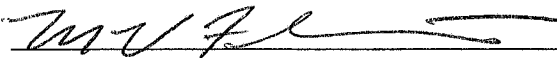
Carlos Mejia, Business Representative

5-22-12
Date



Ed Edwards

5-22-12
Date

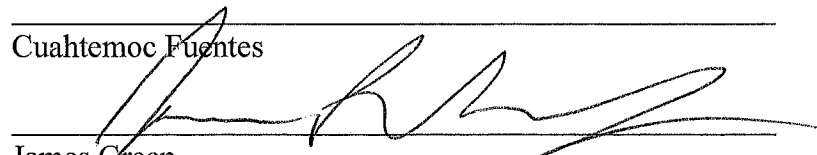


Mike Flaherty

5-22-12
Date

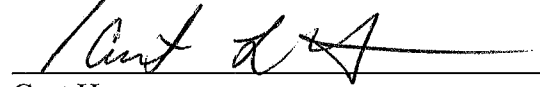
Cuahtemoc Fuentes

Date



James Green

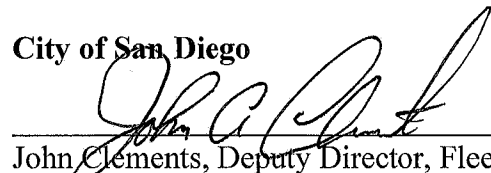
05-22-12
Date



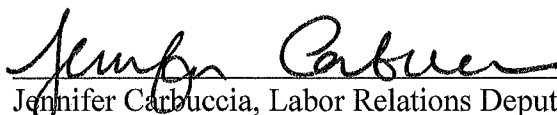
Curt Hansen

5/22/12
Date

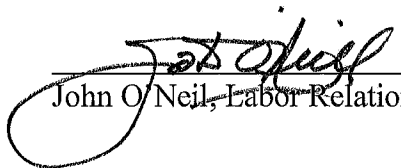
City of San Diego



John Clements, Deputy Director, Fleet Division



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John O'Neil, Labor Relations Officer

AGREEMENT BETWEEN THE CITY AND LOCAL 127 REGARDING FLEET MANAGED
COMPETITION: TOWING SERVICES

**I. PROPOSED ROAD CALL/TOWING PROCEDURES UNDER FLEET
SERVICES MEGO PROPOSAL**

Police Department

Requests for assistance for disabled Police Department vehicles will be accommodated as follows:

1. The Police Department Dispatch Center is notified of a disabled Police Department vehicle. The Police Department contacts an outside towing vendor directly for all vehicle breakdowns and the disabled vehicle is towed to the designated PD repair facility.
2. The appropriate PD Fleet Repair Supervisor or their designee contacts the Police Department Dispatch Center, who in turn contacts an outside towing vendor similar to process # 1 to tow disabled vehicles to the designated PD repair facility.

Note: The on-call Fleet Repair Supervisor will handle complex after-hours issues related to Police Department vehicles.

Fire Department

Requests for assistance pertaining to disabled Fire Department vehicles will be accommodated as follows:

1. During normal shop hours, the Fire Department Dispatch Center contacts the Fleet Repair Supervisor or their designee. The Fleet Repair Supervisor or their designee will evaluate the situation based on known operational factors, determine the appropriate action and dispatch the appropriate resource – fire mechanic or tow vendor.
2. After hours, weekends and holidays, the Fire Department Dispatch Center contacts the on-call Fleet Repair Supervisor or their designee who evaluates the situation and dispatches the appropriate resource – duty fire technician or towing vendor. Duty fire technicians' assignments are made on a rotational basis and the duty mechanic, when in an on-call status, takes the mobile repair vehicle home.
3. Non-towing services (battery jump start, fuel, lockout service and/or replacement of flat tire) for Fire Apparatus (e.g. engines, trucks, heavy rescues) will be performed by City staff except in special circumstances.

Other City Vehicles

Requests for assistance pertaining to disabled non-safety City vehicles will be accommodated as follows:

1. During normal shop hours, disabled vehicle requests received via calls all City dispatch centers will contact the Miramar Place Fleet Repair Supervisor or their designee. It

AGREEMENT BETWEEN THE CITY AND LOCAL 127 REGARDING FLEET MANAGED
COMPETITION: TOWING SERVICES

should be noted that the under the MEGO proposal, the Miramar Place facility will be staffed 24 hours per day, five days per week. The Fleet Repair Supervisor or their designee will evaluate each request based on: 1) department's operational needs (e.g. vehicle is key to completing a job), 2) nature of breakdown (e.g. dead battery, fluid leak, flat tire), 3) available fleet resources (e.g. availability of replacement vehicle), and/or 4) other circumstances (e.g. driver/vehicle is stranded in remote or unsafe location). Upon completing an evaluation, the Fleet Repair Supervisor or their designee will dispatch the appropriate resources to provide assistance. Priority will be given to keeping fleet staff completing work at repair facilities to the extent possible.

2. When the Fleet Repair Supervisor or their designee determines the need to provide disabled vehicle assistance with shop staff, assignments will be made on a rotational basis. Rotation will be based in part on technicians' desire for road call assignments and technicians' expertise in specific areas at the discretion of the Fleet Repair Supervisor or their designee.

3. When an evaluation of a disabled vehicle request has been completed and circumstances warrant, a contract towing vendor will be used as appropriate to either tow the vehicle to a designated location and/or provide off road recovery. Additionally, based on the Fleet Repair Supervisor or their designee's evaluation, a contract towing vendor may be requested to provide the following non-towing services for light-duty vehicles: battery jump start, fuel, lockout service and/or replacement of flat tire. The identified non-towing services will only be requested for Fire Apparatus (e.g. engines, trucks, heavy rescues) or heavy-duty vehicles (e.g. large dump trucks, tractors) in special circumstances.

4. Weekend and holiday requests for assistance will be received by an on-call Fleet Repair Supervisor or his or her designee on a rotational basis. Based on a similar evaluation to what occurs during normal shop hours, the Fleet Repair Supervisor will dispatch the appropriate resources – road call staff or towing vendor. The City agrees to have one standby Fleet Technician or Master Fleet Technician scheduled each weekend or holiday (who is on standby by the day not by the pay period). The City may also establish a voluntary list of technicians to use in addition to the technician on standby. In the event that no City staff are willing or available to respond to the call within an hour, outside towing vendor will be utilized. If City staff accepts the work assignment, the Call Back Pay provisions of the current MOU would apply.

5. Weekend and holiday requests for assistance for Fire Apparatus will be handled identical to other City vehicles, except that fire maintenance staff with heavy fire apparatus expertise will be on call on a rotational basis and a take home mobile repair vehicle will be provided.

Continual Road Call Support

AGREEMENT BETWEEN THE CITY AND LOCAL 127 REGARDING FLEET MANAGED
COMPETITION: TOWING SERVICES

Fleet Service's Management/Supervision will evaluate the need for continual and/or routine road call support versus providing disabled vehicle assistance on a case by case basis. Where Fleet Services and the using department mutually determines that business needs necessitate assigning ongoing full or part time road call support, the appropriate resources will be identified and assigned accordingly (e.g. Miramar Packer support has previously been identified as necessitating such support under current conditions).

Miramar Place - Packer Tire Maintenance Support

Upon full implementation of the MEGO proposal, requests for road call services related to heavy duty tire maintenance for the Miramar Packer fleet would be forwarded to the tire maintenance contractor (subject to successful completion of meet and confer). Exact notification protocol to be established at a future date.

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING AN AGREEMENT WITH
ALLIED GARDENS TOWING, INC. DBA ROADONE FOR
AS-NEEDED TOWING OF CITY-OWNED VEHICLES,
AND AUTHORIZING THE EXPENDITURE OF FUNDS.

WHEREAS, on February 1, 2011, the City Council approved the Preliminary Statement of Work for the Fleet Services Division pursuant to Resolution No. R-306583; and

WHEREAS, contracting for vehicle towing is a component of the successful managed competition proposal of City staff; and

WHEREAS, the City issued RFP No. 10032627-13-W to provide as-needed towing for City vehicles and Allied Gardens Towing, Inc., doing business as RoadOne (RoadOne), submitted the proposal offering the best value to the City; and

WHEREAS, pursuant to San Diego Charter section 117(c), towing of City vehicles can be provided more economically and efficiently by an independent contractor than by persons employed in the Classified Service while maintaining service quality and protecting the public interest; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego as follows:

1. That the Mayor or his designee is authorized to execute, for and on behalf of the City, an agreement with RoadOne to provide as-needed towing of City-owned vehicles, on file with the City Clerk as Document No. RR-_____.

2. That the Chief Financial Officer is authorized to expend an amount not to exceed \$50,000 from Fleet Services Operating Fund No. 720000, solely and exclusively to provide funds for the first year of the agreement with RoadOne.

3. That the Mayor or his designee is authorized to exercise up to four one-year options to renew the agreement with RoadOne, provided that sufficient funding for the renewals is approved in the City's budget each fiscal year and that the Chief Financial Officer first furnishes one or more certificates demonstrating that the funds necessary for the option years are, or will be, on deposit in the City Treasury.

APPROVED: JAN I. GOLDSMITH, City Attorney

By _____
Thomas C. Zeleny
Chief Deputy City Attorney

TCZ:mb
07/26/13
07/30/13 Cor.Copy
C.Cert:3000006257
Or.Dept:P.Wks-Fleet
Doc.No:607319

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at its meeting of _____.

ELIZABETH S. MALAND, City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

BOB FILNER, Mayor

Vetoed: _____
(date)

BOB FILNER, Mayor