

INVITATION TO BID

In accordance with Municipal Code Section 2.60.080, SEALED BIDS will be received by the City of San Pablo at the City Clerk's Office until **May 1, 2023 at 2:00 P.M.**, at which time they will be publicly opened and read for performing work as follows:

The bid is for Tow Companies to contract for official police towing service with the City of San Pablo, in accordance with San Pablo Municipal Code Chapter 2.60 and the specifications contained herein. The tow companies which are retained will be a part of a list used for tow services on a rotational basis.

Bidders may obtain copies of bidding documents, including Municipal Code Chapter 2.60, at the San Pablo City Clerk's Office, 1000 Gateway Avenue, San Pablo CA 94806. Bidders may also reference San Pablo Municipal Code Chapter 2.60 online, at www.SanPabloCA.gov.

The successful bidder must ensure that its policies and practices provide equal opportunity to all applicants and employees without regard to race, color, creed, sex, age, religion, ancestry, citizenship, national origin, handicap, mental condition, veteran or marital status. The successful bidder must comply with the American with Disabilities Act.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

Bid forms received after the designated time will not be accepted.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

The City reserves the right to reject any or all bids, and to waive any irregularities in the bids.

For information, please email Peggy Chou at PeggyC@SanPabloCA.gov or Sergeant David Hoff at DavidH@SanPabloCA.gov.

INSTRUCTIONS TO BIDDER

1. Bids must be submitted on the form provided and sealed in the envelope supplied.
2. All bids shall be clearly and distinctly written without erasure or interlineations, and properly signed by an authorized party, who shall indicate the capacity in which the signature is executed.
3. Alternate bids are invalid unless invited and covered by the specifications.
4. All bids must be delivered to the designated recipient no later than the time specified on the front of this form.
5. No bidder shall submit more than one bid.
6. The City reserves the right to reject all bids if it is believed to be in the public interest.
7. The City reserves the right to waive any informalities or minor irregularities in connection with bids received.
8. The bid awardee may be required to attend a pre-award conference at a mutually acceptable time at which time all requirements of these specifications will be reviewed.
9. The City of San Pablo reserves the right to make an award to any responsive and responsible bidder according to the criteria set forth in San Pablo Municipal Code Section 2.60.090.
10. This is a nonexclusive contract and the City may award this work to multiple tow companies. In the event more than one tow company is awarded police tow service, a rotation list will be established by the City to promote equitable distribution of requests for service.

PLEASE READ CAREFULLY
BEFORE SIGNING NEXT PAGE (P.3)

Page 3 is to be signed by authorized officer, partner or individual submitting the bid.
Example – if bidder is:

1. An individual using a firm name, sign: “John Doe, an individual doing business as Blank Company.”
2. An individual doing business under his/her own name, sign: your own name only – “John Doe”.
3. A co-partnership, sign: “John Doe and Richard Doe, co-partners doing business as Blank Co., by John Doe, co-partner.”
4. A corporation, sign: “Blank Company, by John Doe, President (or other title)”.

BID TO THE CITY OF SAN PABLO
BIDS MUST BE RECEIVED BY THE CITY CLERK, CITY HALL
PRIOR TO 2:00 P.M. ON MONDAY, MAY 1, 2023.

FOR: APPOINTMENT AS AN OFFICIAL TOW SERVICE, TO INCLUDE POLICE IMPOUNDS, TRAFFIC ACCIDENTS, AND REMOVAL OF ABANDONED, WRECKED, DISMANTLED, OR INOPERATIVE VEHICLES FROM PRIVATE AND/OR PUBLIC PROPERTY.

Name of Bidder: CHECKERS TOWING BY SIMER SINGH Phone: 925-812-5400

Type of Business:

- Corporation Co-partnership
 Individual doing business under own name
 Individual doing business using firm name

Business Name: CHECKERS GROUP INC

Business Address:

| | | | |
|----------------------|------------------|-----------|--------------|
| <u>2280 GIANT RD</u> | <u>SAN PABLO</u> | <u>CA</u> | <u>94806</u> |
| Street | City | State | Zip Code |

To the City of San Pablo:

The undersigned, as bidder, certifies that the only person or parties interested in this bid as principals are those named herein as bidder; that this is made without collusion with any other person, firm, or corporation; that in submitting this bid, the undersigned has examined the "instructions to bidders" and the specifications and the form contract attached to this bid packet; that the undersigned proposes and agrees if this bid is accepted, the bidder will execute and fully perform the contract in the form attached for which bids are specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the bidder will take in full payment therefore, the prices set forth in the attached schedule.

SIMER P. SINGH PRESIDENT.
Printed Name and Title


Signature

4/27/2023
Date

Bid No _____

City of San Pablo

BID SHEET FOR REMOVAL OF VEHICLES

To furnish the City of San Pablo with services for removal of vehicles, as required in accordance with provisions and specifications. "Normal business hours", for purpose of this section, is defined in San Pablo Municipal Code Section 2.60.130 to mean: Shall not be less than 8AM to 5PM Monday through Friday except for the following state recognized holidays: New Year's Day, Martin Luther King Jr. Day, Labor Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

The bid descriptions listed below are for evaluation purposes only. All proposed rates submitted by bidders may not exceed the maximum rates established by City Council on October 3, 2022 pursuant to Resolution 2022-146 (attached).

| <u>Description</u> | <u>Rates</u> | (Res. 22-146 max. rates) |
|--|---------------------|--------------------------|
| Regular Tow - Class A - - - - | \$ <u>280</u> | (\$280) |
| Regular Tow - Class B - - - - | \$ <u>365</u> | (\$365) |
| Regular Tow - Class C - - - - | \$ _____ | (\$450) |
| Regular Tow - Class D - - - - | \$ _____ | (\$535) |
| Special Equipment – Forklift - - - - | \$ _____ | (\$225) |
| Special Equipment – Converter Dolly - - - - | \$ _____ | (\$425) |
| Special Equipment – Recovery Straps - - - - | \$ <u>150</u> | (\$150) |
| Special Equipment – Tow with Dolly - - - - | \$ _____ | (\$225) |
| Special Equipment – Motorcycle - - - - | \$ _____ | (\$270) |
| Special Equipment – Big Rig Trailer - - - - | \$ _____ | (\$485) |
| Special Equipment – Recreational Vehicle Class A - | \$ <u>1700</u> | (\$1700) |
| Special Equipment – Recreational Vehicle Class B - | \$ <u>1500</u> | (\$1500) |

| | | |
|---|---------------|---------------------------------|
| Daily Storage Fee – Regular Tow - - - | \$ <u>135</u> | per day (\$135) |
| Daily Storage Fee – Big Rig - - - | \$ <u>155</u> | per day (\$155) |
| Additional Fee – Big Rig Trailer - - - | \$ <u>155</u> | per day (\$155) |
| After-Hours Gate Fee – Regular Tows - - - | \$ <u>140</u> | per call (Half the Tow Rate) |
| After-Hours Gate Fee – Big Rig - - - | \$ <u>140</u> | per call (Half the Tow Rate) |

Please explain when "After-Hours" Gate Fee will apply:

San Pablo Police Rates

| | | |
|--|---------------|-------------------------------------|
| City Service Call - Tow, SPPD Evidence Tow, etc. | \$ <u>110</u> | per call (\$110) |
| Daily Storage Charge - - - | \$ <u>40</u> | per day (\$40) |
| City Vehicle Tire Change - - - | \$ <u>35</u> | per call (\$35) 2.60.080 (D)(10) |

Describe any other fees:

| | |
|-----------------------------|---------------|
| <u>TIRE SKATES (1 PAIR)</u> | \$ <u>70</u> |
| <u>LOCK OUT</u> | \$ <u>140</u> |
| _____ | \$ _____ |

Fees that are not listed cannot be charged.

Please provide the following information per the San Pablo Municipal Code 2.60.080.:

1. Name and Address of person to receive all City notices:

SIMER P. SINGH 2280 GIANT RD SAN PABLO CA 94806

2. To what extent are you willing to offer free or reduced-price service for City vehicles?

PLEASE REF TO PRICING ON PAGE 5

3. Copy of current permit certification by CHP attached: Yes/ No YES

4. Business Hours of Operation (sufficiently staffed per Municipal Code Section 2.60.130) :

M-F 8AM-5PM CLOSED WEEKENDS + STATE HOLIDAYS.

5. Will you provide service 24 hours a day 24 hours/day, 7 days/week, every day of the year (including holidays), per Municipal Code Section 2.60.130? Yes/ No YES

6. Have you or any of your personnel been refused a towing permit or contract, or had such revoked or suspended by any city or county? Yes/ No NO

7. Valid city business license attached: Yes/ No YES

If "No", please initial to acknowledge San Pablo Municipal Code Chapter 2.60.100 – city business license requirement: _____ (Initial acknowledgement)

8. Copy of current insurance policies attached: Yes/ No YES

STATEMENT OF PROPOSED TOW TRUCKS, ADDITIONAL EQUIPMENT, AND STORAGE FACILITIES

I state that the following is a complete and accurate list of all proposed tow trucks, equipment, and storage facilities.

TOW TRUCKS:

Please list: Year, Make/Model, Description, Tonnage, License, and VIN

| | | | | | |
|------|--------------|------|----------|--------|------|
| 2020 | FREIGHTLINER | M2 | FLATBED | 26,000 | GVWR |
| 2018 | DODGE | 5500 | FLATBED | 19,000 | GVWR |
| 2017 | DODGE | 5500 | FLATBED | 19,000 | GVWR |
| 2019 | FREIGHTLINER | M2 | FLATBED | 26,000 | GVWR |
| 2018 | DODGE RAM | 5500 | WHEELIFT | 19,000 | GVWR |

DESCRIPTION OF TOW DOLLIES AND OTHER ADDITIONAL EQUIPMENT:

ADDRESS AND ZONING DESIGNATION OF STORAGE FACILITIES:

2280 GIANT RD. SAN PABLO CA. 94806 - L1

SIZE OF STORAGE LOT: 1.88 AC.

- I have a crusher on the property
- I have access to a crusher at the following address:

11355 WHITE ROCK RD. RANCHO CORDOVA CA. 95742

| Lic Plate | State | Vin # |
|-----------|-------|-------------------|
| 01209S2 | CA | 3C7WRMEL7JG181835 |
| 89202A2 | CA | 1FVACXDT4GHGY1341 |
| 04866G2 | CA | 5PVNJ8JNXJ4S53073 |
| 16564H2 | CA | 3C7WRMDL6HG655284 |
| 56218K2 | CA | 3C7WRMDL9JG181823 |
| 70975X2 | CA | 1FVACWFC5LHLM0691 |
| 04097E3 | CA | 1FVACWFC4KHKF7795 |

sd

STATEMENT REGARDING WORKERS' COMPENSATION INSURANCE

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the work of this contract.

Signature: SS Singh Date: 4/27/23

STATEMENT REGARDING COMPLIANCE WITH OSHA

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA) which are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to, all applicable safety orders issued by the Division of Industrial Safety, State of California. In the event the Contractor, or any of his employees, shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.

Signature: SS Singh Date: 4/27/23

STATEMENT REGARDING CITY BUSINESS LICENSE AND OPERATOR PERMIT

Tow Company must have a current business license with the City of San Pablo, and a tow truck operator's permit from the San Pablo Police Department. I state that, if awarded the contract, I/we will either have, or will obtain, a City of San Pablo business license and tow truck operator's permit prior to commencing any work under this contract.

Signature: SS Singh Date: 4/27/23

GENERAL PROVISIONS

The contract identifies the official police tow service, including towing of abandoned, wrecked, dismantled, or inoperative vehicles from private and/or public property.

CONTRACT PERIOD

The contract shall remain in effect for a period of 5 years from the date of issue.

PAYMENT

The plate number and vehicle description shall be submitted to the Police Department Records Division on the 15th of each month.

In the event that a towed vehicle is reclaimed by its owner, the City is not responsible for the tow fee. The vehicle owner shall be liable for any tow and/or storage fees. (No vehicle is to be released without prior authorization of the San Pablo Police Department).

Tow fees for high-value vehicles (\$1,000.00 or more) shall be recovered by lien sale.

MINIMUM LIMITS OF INSURANCE

During the term of this Agreement, Contractor shall maintain at its own cost and expense the insurance coverage as set forth in the form agreement attached to this bid packet..

RESPONSIBILITY FOR CLAIMS AND DAMAGES

Contractor shall indemnify, save and hold harmless from and defend the City, its officers, agents and employees, against any and all claims, costs, demands, causes of action, suits, losses, expense or liability arising from, or alleged to have arisen, from any acts or omissions of Contractor, its agents, sub-contractors, officials or employees, in connection with the execution of the work covered by this Agreement, as it may be amended, except for the sole negligence or willful misconduct of City. This entire indemnification provision shall survive termination or cancellation of this Agreement.

SPECIFIC REQUIREMENTS

By nature of the type of tow service needed for abandoned vehicles, the following is required:

1. Must adhere to San Pablo Municipal Code Sections 2.60.010 to 2.60.170, as amended from time-to-time.
2. Must have a response time of twenty (20) minutes or less. If this requirement cannot be met, the tow company will be placed at the bottom of the rotation list.
3. Must have competent and experienced tow drivers.
4. Must not use force, violence, threats of force or violence to enter upon private property to remove the vehicle(s) or parts thereof if entry to the property is denied by the person having possession thereof. If entry is refused by such person, driver agrees to immediately notify the San Pablo Police Department of such refusal.

5. Must have a sufficient tow vehicle fleet (minimum of 2 tow trucks) to effect removal of abandoned, wrecked, dismantled or inoperative vehicles; must further agree to comply with the California Vehicle Code in maintaining said vehicles and allow inspection of vehicles upon reasonable notice.
6. In addition to the requirements in number 6, all tow companies will be required to submit to the City annually a completed and satisfactory CHP 234B, Tow Truck Inspection Guide.
7. Must have the ability and willingness to tow abandoned vehicles, including but not limited to passenger vehicles, vans, buses, RV's, trailers and utility vehicles.
8. Must have the ability to tow abandoned vehicles removed under the terms of the attached Agreement. All storage facilities must comply with all City/County Ordinances and EPA requirements (this includes but is not limited to the lawful disposal of toxics, such as batteries, oil, anti-freeze, and gasoline). Facilities are subject to inspection upon reasonable notice by the City. No vehicles or parts thereof shall be stored upon the public right-of-way or upon City property.
9. Must have access to a crusher, either permanent or portable. It is agreed that all vehicles removed by said operator shall be scrapped or demolished at a place and in the manner required by all applicable laws and regulations and will not be reconstructed or made operable, except as provided by California Vehicle Code Section-22661 (f) or successor statute.
10. Must agree that in consideration for the aforementioned services to be performed, Contractor shall be entitled to the salvage value of the scrapped or demolished vehicle(s) or parts thereof. The cost of performing said services shall be borne solely by the Contractor and any cost or portion thereof incurred by the Contractor shall not be allocated to the City.

GROUNDS FOR REVOCATION OR MODIFICATION OF CONTRACT

Contract may be revoked or modified for non-compliance with San Pablo Municipal Code sections 2.60.010 to 2.60.150, as may be amended from time to time, or the general or specific conditions listed above. The contract holder shall be given at least ten days' notice to appear before the City Council to show cause why the contract should not be revoked or modified.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

3601 Telegraph Avenue
Oakland, CA 94609
(510) 457-2875
(800) 735-2929 (T/TDD)
(800) 735-2922 (Voice)



June 29, 2022

File No.: 370.15267.20312


Mr. Simer Singh
Checkers Towing
2280 Giant Road
San Pablo, CA 94806

Dear Mr. Singh:

Your company has been approved to tow on the California Highway Patrol, Oakland Area Tow Rotation List for the 2022-2023 Tow Service Agreement (TSA) period. The approval is based on the information submitted on your CHP 234A, *Rotation Tow Listing Application*, dated June 29, 2022, which you submitted to the Oakland Area Office.

If you have any questions or concerns, please do not hesitate to contact Officer J. Kennedy at (510) 457-2875 ext. 263.

Sincerely,


S. RAMOS, Assistant Chief
Interim Commander
Oakland Area



This certificate is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

CITY OF SAN PABLO BUSINESS LICENSE CERTIFICATE

1000 Gateway Avenue
San Pablo, CA 94806
(510) 215-3030

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

LICENSE NUMBER: BL1739-01

EXPIRES: 11/25/2023

OWNER: Checkers Group, Inc

BUSINESS NAME: Checkers Group Inc.

BUSINESS ADDRESS: 2280 Giant Rd

TYPE OF BUSINESS: TOWING

TYPE OF LICENSE:

MAILING ADDRESS:

Checkers Group Inc.

PO Box 1145

EL CERRITO, CA 94530



This license evidences that the person (s), firm or corporation named herein has paid the applicable tax required by the City of San Pablo Municipal Code for the period indicated above. No license issued under provisions of Chapter 5 of San Pablo Municipal Code shall be construed as authorizing the conduct or continuance of any illegal or unlawful operation in violation of any City Ordinance related thereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2023

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 have ADDITIONAL INSURED provisions or 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 YouZoom Insurance Services Inc 10801 Mastin Blvd Ste 950 Overland Park KS 66210 | CONTACT NAME: | |
| | PHONE (A/C No, Ext): 888-240-8803 | FAX (A/C, No): 877-835-1833 |
| E-MAIL ADDRESS: AMServiceCenter@arrowheadgrp.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : American Guarantee and Liability Insurance | | 26247 |
| INSURER B : Zurich American Insurance Company | | 16535 |
| INSURER C : | | |
| INSURER D : | | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES **CERTIFICATE NUMBER:** 73432571 **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 | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <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 OTHER: | | | CPO1642648-01 | 4/19/2023 | 4/19/2024 | 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 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CPO1642648-01 | 4/19/2023 | 4/19/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Garagekeepers | | | CPO1642648-01 | 4/19/2023 | 4/19/2024 | Limit 150,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Garagekeepers includes On-Hook Coverage

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| City of San Pablo 13831 San Pablo Ave Bld 1 San Pablo CA 94806 | 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 <i>YouZoom Insurance Services, Inc.</i> |