In the matter of:

AUTO TOWING LLC, a California Limited Liability Company.

COUNTS AND ALLEGATIONS SEEKING DEBARMENT UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28
David Chiu, City Attorney of the City and County of San Francisco (“San Francisco” or “City”), and acting as Charging Official under Sections 28.1 and 28.2 of the Administrative Code, requests that the Controller of San Francisco appoint a hearing officer for debarment proceedings against the following contractor: Auto Towing LLC. The City Attorney requests that said hearing officer issue an ORDER OF DEBARMENT finding this contractor an irresponsible bidder and disqualified from participating in the competitive process for contracts with San Francisco, or from entering into contracts with San Francisco directly or indirectly, for a period of five years.

I. INTRODUCTION

This proceeding is based on illegal conduct by employees of Auto Towing LLC. As described below, on several occasions in 2023, Auto Towing LLC illegally towed cars from a private commercial lot in San Francisco without the permission of the property owner and required car owners to pay more than $500 each to reclaim their cars. Auto Towing LLC did not have a written contract with the private property owner as required by its permit. Further, it illegally installed an Auto Towing LLC sign without the private property owner’s permission to fraudulently deceive the persons whose cars were towed. Based on this pattern and practice of illegal conduct in violation of its permit and the law, Auto Towing LLC should be debarred.

II. PARTY TO BE DEBARRED

Auto Towing LLC is a California Limited Liability Company, Entity No. 202016210403. It registered with the California Secretary of State on June 9, 2020. According to Auto Towing LLC’s most recent Statement of Information filed with the California Secretary of State, its agent for service of process is Abigail Fuentes at 1229 Underwood Avenue, San Francisco, CA 94124.

Auto Towing LLC operates in San Francisco under a Police Department Permit for a Tow Car Firm at 1229 Underwood Avenue, Permit Number 144310. The SFPD permit is attached as Exhibit 1. Auto Towing LLC’s permit expires on August 3, 2023. The Permit requires that Auto Towing LLC provide written contracts for all private property tow
agreements. It also provides: “[y]ou shall not transfer this permit to another person or conduct a separate business at a different location other than that described on this permit.”

Auto Towing LLC was recertified by the San Francisco Contract Monitoring Division (CMD) as a Minority-Owned San Francisco Local Business Enterprise (LBE) on October 25, 2022. The LBE certification, CMD10231000253, expires on October 31, 2023.

A. Pending City Procurement

On January 31, 2023, the City solicited bids for a General Services Contract to provide as-needed towing and roadside assistance for City vehicles. The advertised contract was anticipated to provide funding in an amount not to exceed $4,600,000 over a term of five years. The Revised Invitation for Bids (Sourcing Event ID 0000007777 │ Dept Contract ID: 68198R and 68120R) is attached as Exhibit 2.

In March 2023, Auto Towing LLC submitted a bid for the City contract to provide as-needed towing services and roadside assistance for City-owned vehicles and SFMTA buses. Auto Towing LLC’s bidder certification of truth, accuracy, and completeness was signed by Abigail Fuentes as authorized representative of the company on March 13, 2023. A copy of the certification of minimum qualifications is attached as Exhibit 3. As explained below, Auto Towing LLC’s bid for a City contract makes it a vendor that is participating in the public procurement process and seeking to obtain direct or indirect contracts with the City.

The San Francisco Office of Contract Administration (OCA) issued a Notice of Intent to Award the primary contract for towing and roadside assistance to Auto Towing LLC on March 27, 2023. Under the Revised Invitation for Bids, the City may make such investigation, as it deems necessary, prior to the award of the contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Exhibit 2 at p. 20. Due to the pending investigation, the award has not been finalized.

III. STATE AND LOCAL LAW GOVERNING TOW COMPANIES

The San Francisco Board of Supervisors (BOS) passed legislation requiring tow car firms to provide information to vehicle owners about their legal rights when reclaiming a towed vehicle. Police Code § 3055.2 (Public Right to Know Private Property Towing Laws). In
support of the legislation, the BOS found that illegal towing from private property is common in San Francisco and dangerous when it occurs at night. Police Code § 3055.2(ii). The BOS specifically found a risk to public health and safety when vehicles of senior citizens and persons with disabilities are illegally towed from private property. Police Code § 3055.2(iii). The BOS further specifically found that “illegal towing from private property affects vulnerable populations when people of limited economic means are required to pay hundreds of dollars to recover their vehicle.” Police Code § 3055.2(iv).)

Pursuant to Police Code § 3055.2(d)(i), the San Francisco Police Department developed a brochure titled “Know Your Rights: When Your Vehicle Is Towed from Private Property.” A copy of that brochure is attached as Exhibit 4. Tow firms are required to have copies of this brochure available in Chinese, Spanish, and English at the location where owners reclaim their cars. Police Code § 3055.2(c). The brochure explains that a car may only be towed from private property with the express written authorization of the property owner. Exhibit 4 (citing California Vehicle Code § 22658(l)). It also provides that, under the California Vehicle Code, vehicles owners have the right to arrange for the release of their vehicles “24 hours a day, 7 days a week, 365 days a year” and the right to pay with cash or major credit card, including American Express, Discover, Visa, or Mastercard. Exhibit 4 (citing California Vehicle Code §§ 22658(k), (n) and (m)).

IV. FACTUAL BACKGROUND RE ILLEGAL TOWING

As described below, from at least February 10, 2023, through at least May 18, 2023, Auto Towing LLC employees violated several laws, as well as the terms of Auto Towing LLC’s SFPD permit, by illegally towing cars from a private commercial lot at 2675 San Bruno Avenue in San Francisco without the permission of the property owner. In addition, Auto Towing LLC employees towed the vehicles to a different lot than the one listed on its permit, told car owners they could not retrieve their cars on weekends, and pressured car owners to pay cash. The actions described below are predatory towing, a practice the San Francisco Board of Supervisors has recognized as having a disproportionate impact on vulnerable populations.
Unauthorized Tow on February 10, 2023 (Witness 1)

On Friday, February 10, 2023, Auto Towing LLC towed Witness 1’s car from the private parking lot of the Bank of the West branch office located at 2675 San Bruno Avenue in San Francisco. (BOTW lot). Witness 1 parked in the lot after hours; he discovered his car missing at approximately 12:15 a.m. on Saturday, February 11, 2023.

Witness 1, who speaks primarily Spanish, learned from police that Auto Towing LLC had reported towing his car. Witness 1 contacted Auto Towing LLC and confirmed that Auto Towing LLC had his car. According to the SFPD incident report, when Witness 1 contacted the number for Auto Towing LLC, Witness 1 was told that he would need to pay cash to retrieve his car unless he could provide a letter showing permission from the bank manager.

When Witness 1 called again later in the morning of Saturday, February 11, 2023, Witness 1 was told that Auto Towing LLC was closed on the weekends and he would have to call back on Monday. After pleading with the person on the phone and explaining that his family had only one vehicle, Witness 1 was directed to Auto Towing LLC’s office at 1229 Underwood Avenue in San Francisco. But when Witness 1 arrived around 11:30 a.m. on Saturday, there were no people and no cars at that address. He called Auto Towing LLC again and was then sent to 2045 Oakdale Avenue, San Francisco. This location on Oakdale Avenue is the office of Specialty Towing. There, Witness 1 paid $562.00 in cash to get his car back. Witness 1 learned from the branch manager of Bank of the West that the bank did not authorize the tow of his car from the BOTW lot. Witness 1 described to police feeling defrauded and intimidated.

Unauthorized Tow on March 22, 2023 (Witness 2)

On March 22, 2023, Witness 2, who speaks primarily Cantonese, parked his car in the BOTW lot around 7:00 p.m. He returned to find his car missing at 10:00 p.m. He saw a sign in the parking lot for a tow company. He called the listed number and was directed to an address on Oakdale Avenue where he waited until an employee arrived around midnight. Witness 2 took a photograph of the building showing it to be Specialty Towing’s office on Oakdale. Witness 2 paid $562.50 by credit card. His receipt showed the payment went to Auto Towing LLC. Photographs provided by Witness 2, showing (1) the Specialty Towing office, (2) tow trucks
from both Auto Towing LLC and Specialty Towing at the BOTW lot, and (3) Witness 2’s receipt from Auto Towing LLC are all attached as Exhibit 5.

 Unauthorized Tow on April 9, 2023 (Witness 3)

 Witness 3 parked in the BOTW lot after hours on April 9, 2023. When he returned to the lot, his car was gone. He called the phone number on a sign posted in the BOTW lot and was directed to a tow yard on Oakdale Avenue. He paid $425.00 to retrieve his car from the lot, but the receipt showed his payment went to Auto Towing LLC. Witness 3 later spoke with the branch manager at Bank of the West and confirmed that the bank had not authorized the tow. Witness 3 speaks primarily Cantonese.

 Unauthorized Tow on May 11, 2023 (Witness 4)

 Witness 4 parked in an accessible parking space at the BOTW lot on May 11, 2023, at approximately 7:00 p.m. and displayed a California Department of Motor Vehicles Disabled Person Parking Placard in the window. Witness 4’s car was towed from the BOTW lot, even though the property owner did not authorize the tow. The car was towed to the Specialty Towing office at 2045 Oakdale. However, SFPD’s Tow Desk records show that Auto Towing LLC was responsible for the tow. Further, Witness 4’s credit card receipt shows the payment was made to Auto Towing LLC.

 Unauthorized Tow on May 12, 2023 (Witness 5)

 On May 12, 2023, Witness 5, a primarily Cantonese speaker, parked in the BOTW lot around 10:30 p.m. Witness 5 reported his car stolen and learned from the police that it had been towed. Witness 5 paid $562.50 using his credit card to retrieve his vehicle. Witness 5’s receipt for the payment showed that he paid Auto Towing LLC located at 1229 Underwood Avenue. Witness 5 returned to the Bank of the West and spoke to the branch manager who told him the bank did not have a contract with any tow company and did not authorize any tows from its lot, especially after business hours.

 Unauthorized Tow on May 17, 2023 (Witness 6)

 On May 17, 2023, Witness 6’s car was towed from the BOTW lot in the afternoon. She returned to the BOTW lot within 15 to 20 minutes after parking there to find her car gone.
Witness 6 said she saw a sign in the back of the parking lot from a tow company warning that vehicles were subject to tow, but she could not recall the name of the company. She called SFPD to report her car stolen or towed, and a dispatcher reported that there was no record of her car being towed. Witness 6 had an application on her car that allowed her to track the location of her car, and she tracked it to 2047 Oakdale, the location of Specialty Towing. Witness 6 spoke to the employees there but did not receive an explanation for why her car had been towed. Witness 6 paid $562.50 to have her car released; her credit card receipt showed that the payment went to Auto Towing LLC.

**Attempted Unauthorized Tows on May 18, 2023 (Witness 7 – Branch Manager)**

On May 18, 2023, a tow truck from Auto Towing LLC attempted to tow a car from the BOTW lot. The car belonged to a bank customer. At the same time, a second tow truck from Specialty Towing attempted to tow the car of Witness 7, the Bank of the West branch manager. Witness 7 confronted the two truck drivers. The drivers claimed that they had been called to tow the cars in the parking lot. When Witness 7 objected, the drivers released the vehicles from the tow trucks. After Witness 7 photographed the drivers and their trucks, they drove away.

Photographs of the Auto Towing LLC tow truck and sign in the BOTW lot are attached as Exhibit 6.

Witness 7 was aware that cars had been illegally towed from the parking lot in the weeks prior, and sometime in April 2023, Witness 7 had seen an Auto Towing sign posted in the bank parking lot. As branch manager for that Bank of the West location, Witness 7 investigated and determined that the sign had been placed in the BOTW lot without permission. The property owner removed the unauthorized Auto Towing LLC sign in May 2023.

**V. LEGAL BASIS FOR DEBARMENT OF AUTO TOWING LLC**

**A. Auto Towing LLC is a Contractor for the Purposes of Chapter 28 of the Administrative Code.**

San Francisco Administrative Code Chapter 28 sets forth the grounds and procedures for administrative debarment. “Debarment” is defined as “[t]he administrative determination against
a Contractor declaring such Contractor irresponsible and disqualified from participating in the
procurement process for contracts, or from entering into contracts, directly or indirectly, with or
applying for or receiving grants or other benefits from the City for a period specified in the
Debarment order.”

Contractor is defined as

Any individual person, business entity, or organization that submits a qualification statement, proposal, bid, or grant request, or that contracts directly or indirectly with the City for the purpose of providing any goods or services or construction work to or for, or applies for or receives a grant from, the City including without limitation any Contractor, subcontractor, consultant, subconsultant or supplier at any tier, or grantee. The term “Contractor” shall include any responsible managing corporate officer, or responsible managing employee, or other owner or officer of a Contractor who has personal involvement and/or responsibility in seeking or obtaining a contract with the City or in supervising and/or performing the work prescribed by the contract or grant.” (Id. (emphasis added.))

Auto Towing LLC is a contractor as it has submitted a bid for a City contract. See Exhibit 3.

B. Auto Towing LLC’s Violations of the San Francisco Police Code and California Vehicle Code Support Debarment Under the Administrative Code

The Administrative Code provides in pertinent part that a contractor shall be debarred upon a finding of:

any willful misconduct with respect to any City bid, request for qualifications, request for proposals, grant request, purchase order and/or contract or grant award. Such willful misconduct may include, but need not be limited to the following: (1) submission of false information in response to an advertisement or invitation for bids or quotes, a request for qualifications or a request for proposals; (2) failure to comply with the terms of a contract or with provisions of the Municipal Code; (3) a pattern and practice of disregarding or repudiating terms or conditions of City contracts, including without limitation repeated unexcused delays and poor performance; (4) failure to abide by any rules and/or regulations adopted pursuant to the San Francisco Municipal Code; (5) submission of false claims as defined in this Administrative Code, Chapter 6, Article V, or Chapter 21, Section 21.35, or other applicable federal, state, or municipal false claims laws; (6) a verdict, judgment, settlement, stipulation or plea agreement establishing the Contractor's violation of any civil or criminal law against any government entity relevant to the Contractor's ability or capacity honestly to perform under or comply with the terms and conditions of a City contract or grant; (7) collusion in obtaining award of any City contract or grant, or payment or approval thereunder; and/or (8) the offer or provision of any gift or money to a public official, if that public official is prohibited from accepting the gift or money by any law or regulation.
San Francisco Administrative Code § 28.3(a).

This is a non-exclusive list that requires only that Auto Towing LLC fall under one of the
prongs. As set forth below in Counts One and Two, Auto Towing LLC’s failure to prevent
criminal activity and its pattern of unauthorized towing constitute violations of subdivision (2),
the “failure to comply with the terms of a contract or with provisions of the Municipal Code.”

**Count One: Failure to Comply with San Francisco’s Municipal Code Requiring Permittees to Tow Vehicles in a Duly Authorized Manner**

For tow companies such as Auto Towing LLC, San Francisco Police Code § 3056(4)
provides that a company may have its permit suspended or revoked for “[t]he towing or removal
of any vehicle from public or private storage in other than a duly authorized manner.” Auto
Towing LLC’s SFPD permit requires that it tow vehicles to its authorized tow lot at 1229
Underwood Avenue. Exhibit 1. Yet Witnesses 1, 2, 3, 4, 5, and 6 all state that they retrieved
their cars at Specialty Towing on Oakdale Avenue even though the police tow log and/or their
receipt for payment showed Auto Towing LLC as the company that towed their car. And all six
of these tows occurred without the permission of the property owner as required by the
California Vehicle Code. Some of these tows occurred after dark, and at least four of them
involved car owners who did not speak English as their primary language. One car owner had
displayed a DMV Disabled Person Parking Placard. At least one car owner was told he had to
pay in cash and that he could not retrieve his car over the weekend, all in violation of the Vehicle
Code. Auto Towing LLC illegally profited more than $3,000 from these six unauthorized tows
from the BOTW lot.

Moreover, Auto Towing LLC appears to have been preying on the very vulnerable
populations the BOS intended to protect when it enacted Police Code § 3055.2. Auto Towing
LLC’s pattern and practice of unauthorized towing from the BOTW lot violates its permit as well
as state and local law and is grounds for debarment under San Francisco Administrative Code §
28.3(a)(2).
Count Two: Failure to Comply with San Francisco’s Municipal Code Requiring Permittees to Prevent Violations of Law by Employees in the Course and Scope of Employment

San Francisco Police Code § 3056(10) provides that a company may have its permit suspended or revoked for “[f]ailure to take reasonable steps to prevent violations of the law by employees in the course and scope of their employment.” Accordingly, San Francisco Police Code § 3056(10) imposes a duty on Auto Towing LLC to prevent violations of the law by its employees.

Auto Towing LLC committed several crimes when it towed the cars of Witnesses 1, 2, 3, 4, 5, and 6 and attempted to tow the cars of Witness 7 and the unidentified bank customer from the BOTW lot. It is unlawful for a tow company to tow a car from private property without the presence of the property owner or the owner’s agent or employee, or having first obtained the property owner’s written consent. Vehicle Code § 22658 (l)(1)(A) (“A towing company shall not remove or commence the removal of a vehicle from private property without first obtaining the written authorization from the property owner or lessee . . . or an employee or agent thereof . . . who shall be present at the time of removal and verify the alleged violation . . . .”). Bank of the West neither requested nor authorized the tows from its parking lot.

Illegally towing a car constitutes unlawful taking of a vehicle, a violation of Vehicle Code § 10851. See People v. Barrick (1982) 33 Cal.3d 115, 134-135 (noting that towing a vehicle with the specific intent to deprive the owner of possession would violate Section 10851). For the same reason, illegally towing a car violates Penal Code § 484 (theft). An attempt to commit a crime is a crime. Penal Code § 664. Further, Auto Towing LLC committed trespass when it placed a company sign in the parking lot. See Penal Code § 602(k) (Trespass committed when “[e]ntering any lands, whether unenclosed or enclosed by fence, for the purpose of injuring any property or property rights or with the intention of interfering with, obstructing, or injuring any lawful business or occupation carried on by the owner of the land, the owner's agent, or the person in lawful possession.”).

Towing cars and posting Auto Towing signage are within the course and scope of Auto Towing LLC’s workers’ employment. Auto Towing LLC’s repeated failure to prevent violations
of the law by its employees violates Police Code § 3056(10) and is grounds for debarment under San Francisco Administrative Code § 28.3(a)(2).

VI. REQUEST FOR ORDER OF DEBARMENT

For all of the reasons set forth in these Counts and Allegations, the City Attorney requests that the hearing officer ORDER that Auto Towing LLC is an irresponsible bidder and disqualified from participating in the competitive process for contracts, or from entering into contracts with, San Francisco, directly or indirectly, for a period of five years.

“Failure of the Contractor to submit to the City a written request to be heard within the time required by this Chapter 28, or failure of the Contractor or the Contractor’s representative to appear for a requested hearing that has been duly noticed, shall be deemed admission by the Contractor to the Counts and Allegations.” San Francisco Administrative Code § 28.7.

Dated: August 1, 2023

Wade Chow
Deputy City Attorney
City and County of San Francisco
PROOF OF SERVICE

I, ELENA BENITEZ, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney’s Office of San Francisco, Fox Plaza Building, 1390 Market Street, Fourth Floor, San Francisco, CA 94102.

On August 1, 2023, I served the following document(s) pursuant to San Francisco Administrative Code section 28.5:

COUNTS AND ALLEGATIONS SEEKING DEBARMENT UNDER SAN FRANCISCO ADMINISTRATIVE CODE CHAPTER 28

on the following persons at the locations specified:

| Abigail Fuentes, Agent for Service of Process | Yvonne Meré |
| Auto Towing, LLC | Office of the City Attorney David Chiu |
| 1229 Underwood Avenue | 1390 Market Street, 7th Floor |
| San Francisco, CA 94124 | San Francisco, CA 94102 |
| Email: autotowing1234@gmail.com | Email: yvonne.mere@sfcityatty.org |

| Via Certified Mail and Electronic Mail | Via Electronic Mail |
| Carmen Chu | Ben Rosenfield, Controller |
| Office of the City Administrator | City and County of San Francisco |
| City Hall, Room 362 | City Hall, Room 316 |
| 1 Dr. Carlton B. Goodlett Place | 1 Dr. Carlton B. Goodlett Place |
| San Francisco, CA 94102 | San Francisco, CA 94102 |
| Email: carmen.chu@sfgov.org | Email: ben.rosenfield@sfgov.org |

in the manner indicated below:

☑ BY CERTIFIED MAIL: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. I caused each such envelope, with certified mail postage thereon fully prepaid, to be sealed and placed in a recognized place of deposit of the U.S. Mail in San Francisco, California, for collection and mailing to the addresses(s) on the date indicated, with return receipt requested.

☑ BY ELECTRONIC MAIL: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the person(s) at the electronic service address(es) listed above. Such document(s) were transmitted via electronic mail from the electronic address: elena.benitez@sfcityatty.org in portable document format ("PDF") Adobe Acrobat.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on August 1, 2023, at San Francisco, California.

ELENA BENITEZ

PROOF OF SERVICE – IN THE MATTER OF AUTO TOWING, LLC
**POLICE DEPARTMENT PERMIT**

City and County of San Francisco  
State of California

| Permit Number: 144310 | Date Granted: 08/03/2022  
Expires: 08/03/2023 |
|----------------------|------------------------|

**TYPE OF PERMIT:**  
Tow Car Firm

**Permission is hereby granted to:**  
Abigail T. Fuentes

**Location:**  
1229 Underwood Avenue

**Business:**  
"AUTO TOWING LLC"

Unless revoked or suspended by the Chief of Police during a current year or unless the permit is valid for only a specified time, it shall be deemed that application for a tax license renewal has been made at the end of each year and the original application granted under the conditions, limitations and obligations is unchanged.

**Instructions To Permittee(s):**  
You must display this permit on site in a conspicuous place. You are required to allow any police officer to inspect your premises. You shall not transfer this permit to another person or conduct a separate business at a different location other than that described on this permit.

ANY CHANGE IN OWNERSHIP OR THE LOCATION OF THE BUSINESS REQUIRES THAT A NEW APPLICATION BE FILED WITHIN 10 DAYS OF THE DATE OF CHANGE.

If a permit is granted, and an appeal is filed by any person within 15 days of issuance, the permit is not valid until the appeals process is concluded, and a final decision is rendered by the Board of Appeals.

**Pertinent information regarding this permit:**

This permit is valid for the operation of 5 tow trucks.

**STIPULATIONS:**  
1. Will provide written contracts for all private property tow agreements.  
2. Any change to personnel or equipment should be reported to SFPD Permits Unit in writing.  
3. No double parking in front of business. Tow trucks may not be left on the street, unless they are conducting official business.

Failure to conduct your business in conformity with these regulations may subject you to a criminal citation or arrest and the revocation of your permit.  
This permit is accepted and subject to all legal obligations, requirements, and to the conditions set forth above.

**Signature of Permittee:**

**Issued by:**

**Chief of Police**

SFPD 237 (Rev. 12/29/2010)
City and County of San Francisco
Sourcing Event ID 0000007777 | Dept Contract ID: 68198R: Towing and Roadside Assistance – SFMTA Buses; 68185R: Towing and Roadside Assistance for City-Owned Vehicles 68120R: As – Needed Towing Services

Revised Formal Invitation for Bids, Version 2

This Solicitation can be viewed on the City’s Supplier Portal at: https://sfcitypartner.sfgov.org/pages/index.aspx

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<td></td>
<td>United States, San Francisco</td>
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<td><strong>March 16, 2023</strong></td>
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<td>Contract Administrator:</td>
<td>Gloria Gill, Purchaser, Office of Contract Administration</td>
</tr>
<tr>
<td></td>
<td>1 Dr. Carlton B. Goodlett Place, Room: 430</td>
</tr>
<tr>
<td></td>
<td>Phone: (628) 652-1611</td>
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<td></td>
<td>Email: <a href="mailto:Gloria.Gill@sfgov.org">Gloria.Gill@sfgov.org</a></td>
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**Attachments**

Attachment 1A: Revised City’s Contract Terms (TC68198.R)
Attachment 1B: Revised City’s Contract Terms for City-Owned Vehicles, Medium and Heavy-Duty Vehicles (TC68185.R)
Attachment 1C: Revised City’s Contract Terms (TC68120.R)
Attachment 2A: Bidder Questionnaire and References (TC68198.R)
Attachment 2B: Bidder Questionnaire and References (TC68185.R)
Attachment 2C: Bidder Questionnaire and References (TC68120.R)
Attachment 3: Deleted in its entirety and is no longer applicable (CMD LBE Forms)
Attachment 4: Revised Bid Sheet Template
Attachment 5: HCAO and MCO Declaration Forms
Attachment 6: First Source Hiring Form
Attachment 7: Deleted in its entirety and is no longer applicable (List of CMD Certified LBEs)
Attachment 8: Deleted in its entirety and is no longer applicable (CMD Slides)
BIDDERS MUST SUBMIT WITH THEIR BID DOCUMENTS IN SUPPORT OF EACH MINIMUM QUALIFICATION LISTED BELOW. A BID THAT FAILS TO PROVIDE THE FOLLOWING DOCUMENTATION WILL NOT BE ELIGIBLE FOR FURTHER CONSIDERATION.

<table>
<thead>
<tr>
<th>MQ #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>MQ 1</td>
<td>Completed Attachment 2A, City's Questionnaire and References (TC68198.R), Attachment 2B, City's Questionnaire and References (TC68185.R) and Attachment 2C, City's Questionnaire and References (TC68120.R). <strong>Please note: the number of attachments to complete is dependent upon whether or not you are submitted a bid response for TC68198.R, TC68185.R, TC68120.R or all three term contracts.</strong></td>
</tr>
<tr>
<td>MQ 2</td>
<td>Deleted in its entirety and no longer applicable (Completed Attachment 3, CMD LBE Forms)</td>
</tr>
<tr>
<td>MQ 3</td>
<td>Completed Attachment 4, Bid Sheet Template</td>
</tr>
<tr>
<td>MQ 4</td>
<td><strong>For each Aggregate for which Bidder is submitting a Bid, provide copies of ten (10) past invoices, purchase orders, or contracts issued in the last three (3) years evidencing Bidder’s experience in the services requested by this Solicitation.</strong> For example, Bidder submitting a Bid for the towing and roadside assistance for SFMTA Buses, must submit supporting documentation as evidence of providing towing and roadside assistance for 30’, 40’ and 60’ buses or evidence of similar sized vehicles.</td>
</tr>
</tbody>
</table>
# Table of Contents

I. Introduction and Solicitation Schedule  
   A. Introduction 1  
   B. Anticipated Contract Term 2  
   C. Anticipated Contract Not to Exceed Amount 2  
   D. Indefinite Quantity, As-Needed Contract 2  
   E. Cooperative Agreement 2  
   F. Solicitation Schedule 2  
   G. Contract Terms and Negotiations 4  

II. Goods and Services Requested  
    A. Services Requested 4  
    B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited 4  
    C. Green Purchasing Requirements 4  
    D. Reserved (Alternates and Samples). 4  
    E. Reserved (Freight on Board and Shipping Costs). 4  

III. Local Business Enterprise (LBE) Program Requirements  
     A. CMD Compliance Officer 4  
     B. Application of LBE Bid Discounts 5  
     C. Reserved (LBE Subcontracting Participation Requirements) 5  
     D. Reserved (CMD LBE Forms) 5  
     E. Reserved (LBE Payment and Utilization Tracking) 5  

IV. Bid Evaluation Criteria  

V. Minimum Qualifications Documentation Required with Bid (Pass/Fail)  

VI. Bid Price  
    A. Bid Format 6  
    B. Bid Evaluation Period 6  
    C. Price Discrepancies 6  
    D. Bidding on Separate Items or in Aggregate(s) 6  
    E. Application of Discounts for Evaluating Lowest Responsive Bidder 6  

VII. Supporting Documentation Required 30 Days After Issuance of the Notice of Intent to Award  

VIII. Failure to Provide Insurance and/or Bonds  

IX. City’s Social and Economic Policy Requirements  
    A. Bidders Unable to do Business with the City 8  
    B. Reserved (Prevailing Wage Ordinance). 9  
    C. Health Care Accountability Ordinance 9  
    D. Minimum Compensation Ordinance 9  
    E. First Source Hiring Program 10  
    F. Reserved (Sweatfree Procurement). 10  
    G. Other Social Policy Provisions 10  

X. Terms and Conditions for Receipt of Bids  
    A. How to Register as a City Supplier 10  
    B. Bid Questions and Submissions 10  
    C. Bid Addenda 11  
    D. Public Disclosure 11  
    E. Limitation on Communications During Solicitation 12  
    F. Bid Selection Shall Not Imply Acceptance 12  
    G. Cybersecurity Risk Assessment 12  
    H. Solicitation Errors and Omissions 13
I. Objections to Solicitation Terms 13
J. Protest Procedures 13
K. Bid Term 14
L. Revision to Bid 14
M. Bid Errors and Omissions 14
N. Financial Responsibility 14
O. Bidder’s Obligations under the Campaign Reform Ordinance 14
P. Reservations of Rights by the City 15
Q. No Waiver 15
R. Other 15
I. INTRODUCTION AND SOLICITATION SCHEDULE

A. Introduction

1. General

This Invitation for Bids (hereinafter “IFB” or “Solicitation”) is being issued by the City and County of San Francisco (“City”) acting through its Office of Contract Administration (hereinafter, “OCA”). OCA, on behalf of the San Francisco Municipal Transportation Agency (“SFMTA”), Central Shops, and the San Francisco International Airport (“SFO”) (collectively, the “City Departments”), seeks from qualified bidders (“Bidder(s)”) one or more competitive offers (“Bid(s)”) to provide as-needed towing and roadside assistance services (“Services”) for vehicles owned by these City Departments.

The Services are aggregated by City Department and vehicle type (“Aggregate”), as follows:


Pursuant to this Solicitation, OCA may award up to two separate contracts (i.e., a primary contract and a secondary contract) for each Aggregate, for a total of up to six contracts (each, a “Contract”).

Bidders must submit a separate Bid for each Aggregate in which they are interested and, if qualified, may be eligible for award of up to three (3) separate Contracts (i.e., one Contract for each Aggregate). Successful Bidders (“Awarded Bidder(s)”) will be selected for award, if at all, based on the evaluation criteria set forth in Section IV. Bid Evaluation Criteria.

Under each Contract, the corresponding City Department will order Services, if at all, through individual purchase orders or task orders as needed on a “per-tow” basis.

Bidders are encouraged to engage contracting teams that reflect the diversity of the City and include participation of businesses and residents from the City’s most underserved communities.

2. Selection Overview

For each Aggregate, the City plans to award separate primary and secondary contracts to the two Bidders that meet the Minimum Qualifications, of this Solicitation and whose Bids are deemed to be the Lowest Price, Responsive and Responsible Bids. In such a case, the Bidder with the Lowest Price, Responsive and Responsible Bid would be the “Primary Contractor” and the Bidder with the second Lowest Priced, Responsive and Responsible Bid would be the “Secondary Contractor.”

If applicable, a Compliance Officer from the Contract Monitoring Division (CMD) will assess the compliance of Bids with Local Business Enterprise (LBE) requirements and assign a “Bid Discount” to Bids.

In the event the Primary Contractor fails to provide the Services in accordance with the terms of the Contract, the Secondary Contractor will be required to provide said Services until the Primary Contractor can demonstrate to the satisfaction of City that it is ready, willing, and able to provide such Services in accordance with the terms of the Contract.
provide the Services to City. In the event the Secondary Contractor also fails to provide the Services in accordance with the terms of the Contract, the City reserves the right to request those Services from any other source.

**B. Anticipated Contract Term**

A contract awarded pursuant to this Solicitation shall be non-exclusive with an original term of five years.

**C. Anticipated Contract Not to Exceed Amount**

The anticipated not to exceed amounts (“NTE(s)”) for Contracts awarded pursuant to this Solicitation will vary by Aggregate as shown in the table, below.

<table>
<thead>
<tr>
<th>Aggregate</th>
<th>NTE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate 1 (TC68198.R): As-Needed Towing and Roadside Assistance for SFMTA Coaches and Trolleys</td>
<td>$6,000,000.00</td>
</tr>
<tr>
<td>Aggregate 2 (TC68185.R): As-Needed Towing and Roadside Assistance for City-Owned Vehicles – Medium and Heavy-Duty Vehicles:</td>
<td>$1,500,000.00</td>
</tr>
<tr>
<td>Aggregate 3 (TC68120.R): As-Needed Towing Services for SFO’s Oversized Vehicles</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

These NTE values are based on the City’s estimated annual spend over five years. If the City’s actual spend exceeds its estimated annual spend over five years, the City may in its sole discretion increase the NTE to reflect its actual spend.

**D. Indefinite Quantity, As-Needed Contract**

Any Contract awarded pursuant to this Solicitation shall be a term, indefinite quantities, as-needed contract for the Services. The City, however, does not guarantee a minimum amount of Services under any Contract so awarded. Unless otherwise specified herein, the Services will be required in the quantities and at times ordered by the City Departments during the term of the Contract. Estimated quantities, if any, stated in this Solicitation are approximations only. The City, in its sole discretion, may purchase any greater or lesser quantity. The City may also procure services identical to those procured under this Solicitation from other suppliers if the City determines, in its sole discretion, that it is in the best interest of the City to do so.

**E. Cooperative Agreement**

Any other City department, public entity or non-profit made up of multiple public entities, may use the results of this Solicitation to obtain some or all of the commodities or services to be provided by Bidder under the same terms and conditions of any contract awarded pursuant to this Solicitation.

**F. Solicitation Schedule**

The anticipated schedule for this Solicitation is set forth below. These dates are tentative and subject to change. It is the responsibility of the Bidder to check for any Addenda to this Solicitation or other published pertinent information.

<table>
<thead>
<tr>
<th>Bid Phase</th>
<th>Tentative Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation for Bids Issued</td>
<td>January 30, 2023</td>
</tr>
<tr>
<td>Second Pre-Bid Conference</td>
<td>March 13, 2023, 10:00 A.M.</td>
</tr>
<tr>
<td></td>
<td>Microsoft Teams meeting</td>
</tr>
<tr>
<td><strong>First Pre-Bid Conference</strong></td>
<td><strong>February 8, 2023, 11:30 A.M.</strong></td>
</tr>
<tr>
<td>Microsoft Teams meeting</td>
<td></td>
</tr>
<tr>
<td><strong>Written Questions Due Date</strong></td>
<td><strong>March 14, 2023, 5:00 P.M.</strong></td>
</tr>
<tr>
<td><strong>Bid Due Date</strong></td>
<td><strong>March 20, 2023, by 2:00 P.M.</strong></td>
</tr>
<tr>
<td><strong>Bid Opening</strong></td>
<td><strong>March 20, 2023, 2:00 P.M.</strong></td>
</tr>
<tr>
<td><strong>Notice of Intent to Award</strong></td>
<td><strong>March 27, 2023</strong></td>
</tr>
<tr>
<td><strong>Period for Protesting Notice of Intent to Award</strong></td>
<td>Within three (3) business days of the City's issuance of a Notice of Intent to Award.</td>
</tr>
</tbody>
</table>

**Pre-Bid Conference Details**

The Pre-Bid Conference will begin at the time specified. Bidders’ representatives are urged to arrive on time. Topics already covered will not be repeated for the benefit of late arrivals. **Failure to attend the Pre-Bid Conference shall not excuse the awarded Bidder from any obligations of a contract awarded pursuant to this Solicitation.** Any change or addition to the requirements contained in this Solicitation as a result of the Pre-Bid Conference will be executed by a written Addendum to this Solicitation. It is the responsibility of the Bidder to check for any Addendum to this Solicitation or other published pertinent information.
G. Contract Terms and Negotiations

Awarded Bidders will be required to enter into the form of contract attached hereto as Attachments 1A through 1C, City’s Contract Terms. City’s Contract Terms are not subject to negotiation. Failure to timely execute City’s Contract Terms, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required by City’s Contract Terms, shall be deemed an abandonment of the Bid and City, in its sole discretion, may select another Bidder and proceed against the original selectee for damages.

II. GOODS AND SERVICES REQUESTED

A. Services Requested

This Solicitation is being issued by OCA. OCA is seeking qualified Bidders to provide Bids for the following three (3) Aggregates/Service Areas, in accordance with the proposed terms and conditions set forth in Attachments 1A through 1C (City’s Proposed Agreement):


B. Regulatory and Compliance Requirements Specific to the Goods/Services Solicited

Prior to submitting a Bid in response to this Solicitation, Bidders must ensure they have fully read and understood the “Regulatory and Compliance Requirements” set forth below and in Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C (TC68120.R).

C. Green Purchasing Requirements

In preparation for any Bid submitted in response to this Solicitation, Bidders are required to review the City Mandatory Green Purchasing Requirements to ensure all goods and services offered to City in response to this Solicitation comply with the City’s Green Purchasing Requirements. In addition, Bidders are encouraged to refer to Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C, City’s Contract Terms (TC68120.R), for additional details related to the Green Purchasing Requirements applicable to any contract awarded pursuant to this Solicitation.

D. Reserved (Alternates and Samples).

E. Reserved (Freight on Board and Shipping Costs).

III. LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM REQUIREMENTS

A. CMD Compliance Officer

The CMD Compliance Officer (CCO) for this Solicitation and any Contract awarded pursuant to this Solicitation is:

Melinda Kanios
Contract Monitoring Division
City and County of San Francisco
Email: melinda.kanios@sfgov.org
Website: www.sfgov.org/cmd.
B. Application of LBE Bid Discounts

LBE Bid Discounts shall be applicable to at each phase of the Solicitation evaluation and selection process, in accordance with the values shown below.

1. Reserved (Commodities)

2. General and Professional Services

<table>
<thead>
<tr>
<th>Estimated Contract Value</th>
<th>Small/Micro LBEs Rating Bonus</th>
<th>SBA LBEs Rating Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greater than $10,000 but less than or equal to $400,000.</td>
<td>10%</td>
<td>0%</td>
</tr>
<tr>
<td>Greater than $400,000 but less than or equal to $10,000,000.</td>
<td>10%</td>
<td>5% So long as it does not adversely affect a Small or Micro-LBE Bidder’s participation or, for Professional Services, an JV Bidder’s participation.</td>
</tr>
<tr>
<td>Greater than $10,000,000 but less than or equal to $20,000,000.</td>
<td>2%</td>
<td>2%</td>
</tr>
</tbody>
</table>

3. Reserved (Professional Services by Joint Ventures)

C. Reserved (LBE Subcontracting Participation Requirements)

D. Reserved (CMD LBE Forms)

E. Reserved (LBE Payment and Utilization Tracking)

IV. BID EVALUATION CRITERIA

<table>
<thead>
<tr>
<th>Evaluation Phase</th>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Qualifications Documentation</td>
<td>Pass/Fail</td>
</tr>
<tr>
<td>Bid Sheet</td>
<td>Lowest Price</td>
</tr>
</tbody>
</table>

V. MINIMUM QUALIFICATIONS DOCUMENTATION REQUIRED WITH BID (PASS/FAIL)

Bidders must provide documentation that clearly demonstrates each Minimum Qualification (MQ) listed below has been met. Minimum Qualification documentation should be clearly marked as “MQ1”, “MQ2”, etc…. to indicate which MQ it supports. Each Bid will be reviewed for initial determination on whether Bidder meets the MQs referenced in this section. This screening is a pass or fail determination and a Bid that fails to meet the Minimum Qualifications will not be eligible for further consideration in the evaluation process. The City reserves the right to request clarifications from Bidders prior to rejecting a Bid for failure to meet the Minimum Qualifications.

<table>
<thead>
<tr>
<th>MQ #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>MQ 1</td>
<td>Completed Attachment 2A, City’s Questionnaire and References (TC68198.R), Attachment 2B, City’s Questionnaire and References (TC68185.R) or Attachment 2C, City’s Questionnaire and References (TC68120.R). Please note: the number of attachments to complete is</td>
</tr>
</tbody>
</table>
dependent upon whether or not you are submitted a bid response for TC68198.R, TC68185.R, TC68120.R or all three term contracts.

<table>
<thead>
<tr>
<th>MQ 2</th>
<th>Deleted in its entirety and is no longer applicable (Completed Attachment 3, CMD LBE Forms).</th>
</tr>
</thead>
<tbody>
<tr>
<td>MQ 3</td>
<td>Completed Attachment 4, Bid Sheet Template.</td>
</tr>
<tr>
<td>MQ 4</td>
<td><strong>For each Aggregate for which Bidder is submitting a Bid, provide copies of ten (10) past invoices, purchase orders, or contracts issued in the last three (3) years evidencing Bidder’s experience in the services requested by this Solicitation.</strong> For example, Bidder submitting a Bid for the towing and roadside assistance for SFMTA Buses, must submit supporting documentation as evidence of providing towing and roadside assistance for 30’, 40’ and 60’ buses or evidence of similar sized vehicles.</td>
</tr>
</tbody>
</table>

VI. **BID PRICE**

A. **Bid Format**

The Bid Sheet associated with this Solicitation is attached hereto as Attachment 4. Include a completed Bid Sheet with your Bid, following all instructions set forth therein.

B. **Bid Evaluation Period**

The City will attempt to evaluate Bids within one-hundred eighty (180) days after receipt of Bids. If City requires additional evaluation time, all Bidders will be notified in writing of the new expected award date.

C. **Price Discrepancies**

Where applicable, if there is a discrepancy between the Bid Sheet and pricing entered by Bidder into the Supplier Portal, the Bid Sheet pricing will prevail. In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

D. **Bidding on Separate Items or in Aggregate(s)**

**Multiple Aggregates:** This Solicitation will result in separate evaluations and awards of three Aggregates, each consisting of one or more lines on the Bid Sheet Template. Each Aggregate will be evaluated separately and awarded to the highest-ranking Bidder for that Aggregate. The Bid price for each Aggregate shall equal the total cost of all line items within that Aggregate and shall be evaluated against other Bids for that Aggregate, after being reduced by any applicable LBE discounts, Local Tax discounts and/or Prompt Payment discounts.

E. **Application of Discounts for Evaluating Lowest Responsive Bidder**

1. **Application of LBE Bid Discount to Bid Price**

   Where price is a factor in City’s evaluation process, Bidder’s price shall be reduced by an amount equal to the applicable LBE Bid Discounts. The discount shall be applied solely for the purpose of determining the lowest responsive Bids and shall be in addition to any other discounts, preferences, or adjustments required by City law.

2. **Application of Prompt Payment Discounts to Bid Price**

   Prompt Payment discount (discount for prompt payment) will **not** be taken into consideration in determining the Lowest Responsive Bid.
3. **Reserved (Application of Anticipated Local Tax Revenue Discount to Bid Price).**

4. **Sample Discount Calculation**

   Evaluations are performed on a pre-tax basis except in rare instances, where tax may be a factor (i.e. One vendor bundles the commodities and services in such a way that the entire amount must be taxed, while another vendor clearly separates commodities and services). Below is an example of how bid discounts and/or rating bonuses are applied to a Bids for commodities and services.

<table>
<thead>
<tr>
<th>ABC Firm Bid Attributes</th>
<th>Offered Bid Price (Pre-Tax)</th>
<th>14B LBE Bid Discount (10%)</th>
<th>Evaluated Price when determining Lowest Responsive Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Commodities</td>
<td>$2,000</td>
<td>($200)</td>
</tr>
<tr>
<td></td>
<td>Services</td>
<td>$1,000</td>
<td>($100)</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$3,000</td>
<td>($300)</td>
</tr>
</tbody>
</table>

### VII. SUPPORTING DOCUMENTATION REQUIRED 30 DAYS AFTER ISSUANCE OF THE NOTICE OF INTENT TO AWARD

Bidders must provide each Required Supporting Documentation ("RSD") identified below no later than 30 calendar days after issuance of the Notice of Intent to Award. Failure to do so may result in the Bid being deemed Non-Responsive.

<table>
<thead>
<tr>
<th>RSD 1</th>
<th>Evidence that Bidder is 12B compliant.</th>
</tr>
</thead>
<tbody>
<tr>
<td>RSD 2</td>
<td>Completed Bid Attachments:</td>
</tr>
<tr>
<td></td>
<td>☒ Attachment 5: HCAO and MCO Declaration Forms</td>
</tr>
<tr>
<td></td>
<td>☒ Attachment 6: First Source Hiring Form</td>
</tr>
<tr>
<td>RSD 3</td>
<td>Insurance in accordance with Article 5 of Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C, City’s Contract Terms (TC68120.R).</td>
</tr>
<tr>
<td>RSD 4</td>
<td><strong>Fidelity Bond:</strong> The successful Bidder will be required to furnish and maintain throughout the term of this contract a blanket fidelity bond or a Blanket Crime Policy (Employee Dishonesty Coverage) covering all officers and employees in an amount of not less than $50,000 with any deductible not to exceed $5,000 and including City as additional obligee or loss payee as its interest may appear.</td>
</tr>
<tr>
<td>RSD 5</td>
<td><strong>Non-Profit Entities:</strong> If Bidder is a non-profit organization and receives a cumulative total per year of at least $250,000 in City funds or City-administered funds:</td>
</tr>
<tr>
<td></td>
<td>(1) a statement describing Bidder’s efforts to comply with the Chapter 12L provisions regarding public access to Bidder’s meetings and records, and</td>
</tr>
<tr>
<td></td>
<td>(2) a summary and disposition of all complaints concerning the Bidder’s compliance with Chapter 12L that were filed with the City in the last two years and deemed by the</td>
</tr>
</tbody>
</table>
City to be substantiated. If no such complaints were filed, the Bidder shall include a statement to that effect.

*Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Bidder’s Chapter 12L submissions shall be grounds for rejection of the Bid and/or termination of any subsequent agreement reached on the basis of the Bid.*

VIII. FAILURE TO PROVIDE INSURANCE AND/OR BONDS

Unless otherwise stated, within ten business days of the receipt of a notice of award of a Contract, the Bidder to whom the contract is awarded shall deliver the specified bond documents and/or insurance certificates and policy endorsements to City. If the Bidder fails or refuses to furnish the required bond and/or insurance within ten days after receiving notice to award a Contract, City may, at its option, determine that the Bidder has abandoned its Bid. The foregoing in no way limits the damages which are recoverable by City whether or not defined elsewhere in the contract documents.

IX. CITY’S SOCIAL AND ECONOMIC POLICY REQUIREMENTS

The San Francisco Municipal Code establishes a number of requirements for people seeking to do business with the City (“Social and Economic Policy Requirements”). These Social and Economic Policy Requirements can be found in Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C, City’s Contract Terms (TC68120.R), which Bidders are encouraged to carefully review. The Social and Economic Policy Requirements set forth below are not intended to be a complete list of all Social Policy Requirements applicable to this Solicitation and any contracts awarded from it.

A. Bidders Unable to do Business with the City

1. Generally

Bidders that do not comply with laws set forth in San Francisco’s Municipal Codes may be unable to enter into a contract with the City. Laws applicable to this Solicitation are set forth below and in Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B (TC68185.R) and Attachment 1C, City’s Contract Terms (TC68120.R).

2. Contractor Vaccination Policy Attestation Form

Bidders must agree to comply with the requirements of the 38th Supplement to Mayoral Proclamation Declaring the Existence of a Local Emergency (“Emergency Declaration”), dated February 25, 2020, and the Contractor Vaccination Policy for City Contractors issued by the City Administrator (“Contractor Vaccination Policy”), as those documents may be amended from time to time. A copy of the Contractor Vaccination Policy can be found here: [https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors](https://sf.gov/confirm-vaccine-status-your-employees-and-subcontractors). If Bidder is unable to comply with this Policy, it will be deemed non-responsive unless a City is able to secure a waiver on Bidder’s behalf. Refer to Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C, City’s Contract Terms (TC68120.R) for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

3. Administrative Code Chapter 12X

Bidders are advised that this Solicitation is subject to the requirements of [Administrative Code Chapter 12X](https://sf.gov/administrative-code-chapter-12x), which prohibits the City from entering into a contract with a Bidder that has its headquarters in a state with laws that perpetuate discrimination against LGBTQ people; restrict abortion prior to the viability of the fetus; or suppress voting rights. The list of Covered States is...
available here. When permitted, City, in its sole and absolute discretion, may elect to obtain a waiver to the requirements of Chapter 12X based on one or more exceptions permitted thereunder.

4. Administrative Code Chapter 12B

A Bidder selected pursuant to this Solicitation may not, during the term of the Contract, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code. Refer to Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C, City’s Contract Terms (TC68120.R) for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

B. Reserved (Prevailing Wage Ordinance).

C. Health Care Accountability Ordinance

Where applicable, a Bidder selected pursuant to this Solicitation shall comply with the requirements of Chapter 12Q. For each covered employee who is not subject to Prevailing Wage, an awarded Bidder shall provide the appropriate health benefit set forth in Section 12Q.3 of the Health Care Accountability Ordinance (HCAO). If a Bidder selected pursuant to this Solicitation chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission. Information about and the text of the Chapter 12Q and the Health Commission’s minimum standards are available at http://sfgov.org/olse/hcao. Any Subcontract entered into by Bidder shall also be required to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this section. Refer to Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C, City Contract Terms (TC68120.R) for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

D. Minimum Compensation Ordinance

Where applicable, a Bidder selected pursuant to this Solicitation shall comply with Administrative Code Chapter 12P. A Bidder selected pursuant to this Solicitation shall pay covered employees who are not subject to Prevailing Wage no less than the minimum compensation required by San Francisco Administrative Code Chapter 12P, including a minimum hourly gross compensation, compensated time off, and uncompensated time off. A Bidder selected pursuant to this Solicitation is subject to the enforcement and penalty provisions in Chapter 12P. Information about and the text of the Chapter 12P is available on the web at http://sfgov.org/olse/mco. Refer to Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C, City’s Contract Terms (TC68120.R) for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.
E. First Source Hiring Program

A Bidder selected pursuant to this Solicitation shall comply with all applicable provisions of the First Source Hiring Program, Chapter 83 of the San Francisco Administrative Code. Refer to Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R) and Attachment 1C, City’s Contract Terms (TC681202.R) for additional details related to the application of this Policy to a contract awarded pursuant to this Solicitation.

F. Reserved (Sweatfree Procurement).

G. Other Social Policy Provisions

Attachment 1A, City’s Contract Terms (TC68198.R), Attachment 1B, City’s Contract Terms (TC68185.R), and Attachment 1C, City’s Contract Terms (TC68120.R), identifies they City’s applicable social policy provisions related to a contract awarded pursuant to this Solicitation. Bidders are encouraged to carefully review these terms and ensure they are able to comply with them.

X. TERMS AND CONDITIONS FOR RECEIPT OF BIDS

A. How to Register as a City Supplier

The following requirements pertain only to Bidders not currently registered with the City as a Supplier.

Step 1: Register as a BIDDER at City’s Supplier Portal:
https://sfcitypartner.sfgov.org/pages/index.aspx

Step 2: Follow instructions for converting your BIDDER ID to a SUPPLIER ID. This will require you to register with the City Tax Collector’s Office and submit Chapter 12B and 12C forms through the Supplier portal. Once these forms have been completed, submitted, and processed, you will be notified via email with your organization's new Supplier ID. That email will also provide instructions for completing your Supplier registration.

- City Business Tax Registration Inquiries: For questions regarding business tax registration procedures and requirements, contact the Tax Collector’s Office at (415) 554-4400 or, if calling from within the City and County of San Francisco, 311.

- Chapter 12(B) and 12(C) Inquiries: For questions concerning the City’s Chapter 12(B) and 12(C) Equal Benefits and Non-Discrimination in Contracting requirements, go to: www.sfgov.org/cmd.

B. Bid Questions and Submissions

1. Bidder Questions and Requests for Clarification

Bidders shall address any questions regarding this Solicitation to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation. Bidders who fail to submit questions concerning this Solicitation and its requirements will waive all further rights to protest based on the specifications and conditions herein. Questions must be submitted by email to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation no later than Written Questions Due Date. A written Addendum will be executed addressing each question and answer and posted publicly. It is the responsibility of the Bidder to check for any Addenda and other updates that will be posted on the City’s Supplier Portal: https://sfcitypartner.sfgov.org/pages/Events-BS3/event-search.aspx.
2. **Bid Format**

   Bids must be created using a word processing software (e.g. Microsoft Word or Excel) and typed in a serif font (e.g.-Times New Roman). The document must have page margins of at least .5” on all sides. Information must be provided at a level of detail that enables effective evaluation and comparison between Bids. Failure to follow formatting, submission, or content requirements, as well as page limit restrictions (if any), may negatively impact the evaluation of your Bid.

3. **Time and Place for Submission of Bids**

   Prior to the Bid submission deadline, Bidders must upload their complete Bids into the City’s Supplier Portal: https://sfcitypartner.sfgov.org/pages/index.aspx. Late submissions will not be considered. Each original Bid received will be screened to ensure that all content required by this Solicitation is included. Partial or complete omission of any required content may disqualify Bids from further consideration. Late Bid submissions will not be considered and failure to adhere to the above requirements may result in the complete rejection of your Bid.

   **Bidders are encouraged to upload their Bids to the SF Supplier Portal as early as possible to address any technical issues that may arise during the submission process.** In the event a Bidder is unable to upload its complete Bid into the SF Supplier Portal, Bidder must email its Bid to the Contract Administrator whose name and contact information appears on the cover page of this Solicitation prior to the Bid submission deadline and request confirmation of receipt. Bidder must include in its email: (a) documentation (e.g. screenshots) verifying its inability to upload its Bid into the SF Supplier Portal and (b) a detailed justification explaining why it was not able to have the issue addressed prior to the submission deadline.

C. **Bid Addenda**

   The City may modify this Solicitation, prior to the Bid Due Date, by issuing an Addendum to the Solicitation, which will be posted on the San Francisco Supplier Portal. Every Addendum will create a new version of the Sourcing Event and Bidders must monitor the event for new versions. **The Bidder shall be responsible for ensuring that its Bid reflects any and all Addenda issued by the City prior to the Bid Due Date regardless of when the Bid is submitted.** Therefore, the City recommends that the Bidder consult the website frequently, including shortly before the Bid Due Date, to determine if the Bidder has downloaded all Solicitation Addenda. It is the responsibility of the Bidder to check for any Addenda, Questions and Answers documents, and updates, which may be posted to the subject Solicitation.

**THE SUBMITTAL OF A RESPONSE TO THIS SOLICITATION SHALL EXPLICITLY STIPULATE ACCEPTANCE BY BIDDERS OF THE TERMS FOUND IN THIS SOLICITATION, ANY AND ALL ADDENDA ISSUED TO THIS SOLICITATION, AND CITY’s CONTRACT TERMS.**

D. **Public Disclosure**

   All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Bids, responses, and all other records of communications between the City and Bidders shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit.
If the City receives a Public Records Request (“Request”) pertaining to this solicitation, City will use its best efforts to notify the affected Bidder(s) of the Request and to provide the Bidder with a description of the material that the City deems responsive and the due date for disclosure (“Response Date”). If the Bidder asserts that some or all of the material requested contains or reveals valuable trade secret or other information belonging to the Bidder that is exempt from disclosure and directs the City in writing to withhold such material from production (“Withholding Directive”), then the City will comply with the Withholding Directive on the condition that the Bidder seeks judicial relief on or before the Response Date. Should Bidder fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

E. Limitation on Communications During Solicitation

From the date this Solicitation is issued until the date the competitive process of this Solicitation is completed (either by cancelation or final Award), Bidders and their subcontractors, vendors, representatives and/or other parties under Bidder’s control, shall communicate solely with the Contract Administrator whose name appears in this Solicitation. Any attempt to communicate with any party other than the Contract Administrator whose name appears in this Solicitation – including any City official, representative or employee – is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of City, result in the disqualification of the Bidder or potential Bidder from the competitive process. This protocol does not apply to communications with the City regarding business not related to this Solicitation.

F. Bid Selection Shall Not Imply Acceptance

The acceptance and/or selection of any Bid(s) shall not imply acceptance by the City of all terms of the Bid(s), which may be subject to further approvals before the City may be legally bound thereby.

G. Cybersecurity Risk Assessment

As part of City’s evaluation process, City may engage in Cybersecurity Risk Assessment (CRA). CRA may be performed for each entity manufacturing the product, performing technical functions related to the product’s performance, and/or accessing City’s networks and systems. Where a prime contractor or reseller plays an active role in each of these activities, CRA may also be required for the prime contractor or reseller.

To conduct a CRA, City may collect as part of this Solicitation process one of the following two reports:

- **SOC-2 Type 2 Report:** Report on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy; or
- **City’s Cyber Risk Assessment Questionnaire:** Bidder’s responses to a City’s Cyber Risk Assessment Questionnaire.

The above reports may be requested at such time City has selected or is considering a potential Bidder. The reports will be evaluated by the soliciting Department and the City’s Department of Technology to identify existing or potential cyber risks to City. Should such risks be identified, City may shall afford a potential Bidder an opportunity to cure such risk within a period of time deemed reasonable to City. Such remediation and continuing compliance shall be subject to City’s on-going review and audit through industry-standard methodologies, including but not limited to: on-site visits, review of the entities’ cybersecurity program, penetration testing, and/or code reviews.
H. Solicitation Errors and Omissions

Bidders are responsible for reviewing all portions of this Solicitation. Bidders are to promptly notify the City, in writing and to the Solicitation contact person if the Bidder discovers any ambiguity, discrepancy, omission, or other error in the Solicitation. Any such notification should be directed to the City promptly after discovery, but in no event later than the deadline for questions. Modifications and clarifications will be made by Addenda as provided below.

I. Objections to Solicitation Terms

Should a Bidder object on any ground to any provision or legal requirement set forth in this Solicitation, the Bidder must, no later than the deadline for questions, provide written notice to the City setting forth with specificity the grounds for the objection. The failure of a Bidder to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

J. Protest Procedures

1. Protest of Non-Responsiveness Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsiveness, a Bidder may submit a written Notice of Protest of Non-Responsiveness. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

2. Protest of Non-Responsible Determination

Within three (3) business days of the City's issuance of a Notice of Non-Responsibility, a Bidder may submit a written Notice of Protest of Non-Responsibility. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

3. Protest of Contract Award

Within three (3) business days of the City's issuance of a Notice of Intent to Award, a Bidder may submit a written Notice of Protest of Contract Award. The Notice of Protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The Notice of Protest must be signed by an individual authorized to represent the Bidder, and must cite the law, rule, local ordinance, procedure or Solicitation provision on which the protest is based. In addition, the Notice of Protest must specify facts and evidence sufficient for the City to determine the validity of the protest.

4. Delivery of Protests

A Notice of Protest must be written. Protests made orally (e.g., by telephone) will not be considered. A Notice of Protest must be delivered by mail or email to the Contract Administrator whose name and contact information appears on the cover page to this Solicitation and received by the due dates stated above. A Notice of Protest shall be transmitted by a means that will objectively establish the date the City received the Notice of Protest. If a Notice of Protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein.
K. Bid Term

Submission of a Bid signifies that the offered products, services and prices are valid for 180 calendar days from the Bid Due Date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity. At Bidder’s election, the Bid may remain valid beyond the 180-day period in the circumstance of extended negotiations.

L. Revision to Bid

A Bidder may revise a Bid on the Bidder’s own initiative at any time before the deadline for submission of Bids. The Bidder must submit the revised Bid in the same manner as the original. A revised Bid must be received on or before, but no later than the Bid Due Date and time. In no case will a statement of intent to submit a revised Bid, or commencement of a revision process, extend the Bid Due Date for any Bidder. At any time during the Bid evaluation process, the City may require a Bidder to provide oral or written clarification of its Bid. The City reserves the right to make an award without further clarifications of Bids received.

M. Bid Errors and Omissions

Failure by the City to object to an error, omission, or deviation in the Bid will in no way modify the Solicitation or excuse the Bidder from full compliance with the specifications of this Solicitation or any contract awarded pursuant to this Solicitation.

N. Financial Responsibility

The City accepts no financial responsibility for any costs incurred by a Bidder in responding to this Solicitation. Bidders acknowledge and agree that their submissions in response to this Solicitation will become the property of the City and may be used by the City in any way deemed appropriate.

O. Bidder’s Obligations under the Campaign Reform Ordinance

If a contract awarded pursuant to this Solicitation has (A) a value of $100,000 or more in a fiscal year and (B) requires the approval of an elected City official, Bidders are hereby advised:

1. Submission of a Bid in response to this Solicitation may subject the Bidders to restrictions under Campaign and Governmental Conduct Code Section 1.126, which prohibits City contractors, Bidders, and their affiliates from making political contributions to certain City elective officers and candidates; and

2. Before submitting a Bid in response to this Solicitation, Bidders are required to notify their affiliates and subcontractors listed in the awarded contract or Bid of the political contribution restrictions set forth in Campaign and Governmental Conduct Code section 1.126.

This restriction applies to the party seeking the contract, the party’s board of directors, chairperson, chief executive officer, chief financial officer, chief operating officer, any person with an ownership interest greater than ten percent, and any political committees controlled or sponsored by the party, as well as any subcontractors listed in the awarded contract or Bid. The law both prohibits the donor from giving contributions and prohibits the elected official from soliciting or accepting them.
The people and entities listed in the preceding paragraph may not make a campaign contribution to the elected official at any time from the submission of a Bid for a contract until either: (1) negotiations are terminated and no contract is awarded; or (2) twelve months have elapsed since the award of the contract.

A violation of Section 1.126 may result in criminal, civil, or administrative penalties. For further information, Bidders should contact the San Francisco Ethics Commission at (415) 252-3100 or go to https://sfethics.org/compliance/city-officers/city-contracts/city-departments/notifying-bidders-and-potential-bidders.

P. Reservations of Rights by the City

The issuance of this Solicitation does not constitute a guarantee by the City that a contract will be awarded or executed by the City. The City expressly reserves the right at any time to:

1. Waive or correct any defect or informality in any response, Bid, or Bid procedure;
2. Reject any or all Bids;
3. Reissue the Solicitation;
4. Prior to submission deadline for Bids, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this Solicitation, or the requirements for contents or format of the Bids;
5. Procure any materials, equipment or services specified in this Solicitation by any other means; or
6. Determine that the subject goods or services are no longer necessary.

Q. No Waiver

No waiver by the City of any provision of this Solicitation shall be implied from the City’s failure to recognize or take action on account of a Bidder’s failure to comply with this Solicitation.

R. Other

1. The City may make such investigation, as it deems necessary, prior to the award of this contract to determine the conditions under which the goods are to be delivered or the work is to be performed. Factors considered by the City shall include, but not be limited to:
   a. Any condition set forth in this Solicitation;
   b. Adequacy of Bidder’s plant facilities and/or equipment, location and personnel location to properly perform all services called for under the Purchase Order; and
   c. Delivery time(s).
2. City reserves the right to inspect an awarded Bidder’s place of business prior to award of and/or at any time during the contract term (or any extension thereof) to aid City in determining an awarded Bidder’s capabilities and qualifications.
3. Failure to timely execute a contract, or to furnish any and all insurance certificates and policy endorsements, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The City, in its sole discretion, may select another Bidder and may proceed against the original selectee for damages.
4. City reserves the right to reject any Bid on which the information submitted by Bidder fails to satisfy City and/or if Bidder is unable to supply the information and documentation required by this Solicitation within the period of time requested.

5. Any false statements made by a Bidder or any related communication/clarification may result in the disqualification of its Bid from receiving further evaluation and a contract award.
MQ1

Completed Attachment 2A, City’s Questionnaire and References (TC68198.R), Attachment 2B, City’s Questionnaire and References (TC68185.R) or Attachment 2C, City’s Questionnaire and References (TC68120.R)
**Sourcing Event 0000007777**  
**Attachment 2A**  
**Revised Bidder Questionnaire and References**  
**SFMTA Coaches and Trolleys Only**  

**Part I**  
**Bidder Information**

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Auto Towing LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headquarter Address</td>
<td>1229 Underwood ave. San Francisco CA 94124</td>
</tr>
<tr>
<td>Phone No.:</td>
<td>415-333-5559</td>
</tr>
<tr>
<td>Toll Free Phone No.:</td>
<td>415-333-5559</td>
</tr>
<tr>
<td>Contact Name &amp; Title:</td>
<td>Abigail Fuentes-President</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:autotowing1234@gmail.com">autotowing1234@gmail.com</a></td>
</tr>
<tr>
<td>SF Supplier ID:</td>
<td>0000048921</td>
</tr>
<tr>
<td>Federal Tax ID:</td>
<td>85-1632580</td>
</tr>
<tr>
<td>Payment Terms:</td>
<td>Net 30</td>
</tr>
<tr>
<td>Person Preparing Bid:</td>
<td>Abigail Fuentes</td>
</tr>
<tr>
<td>Local Representative Name and Number:</td>
<td>Abigail Fuentes 415-465-3404</td>
</tr>
<tr>
<td>Warehouse Address</td>
<td>1229 Underwood Ave. San Francisco CA 94124</td>
</tr>
</tbody>
</table>

**Contact Information for Placing Orders:**

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>415-333-5559</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax:</td>
<td>N/A</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:autotowing1234@gmail.com">autotowing1234@gmail.com</a></td>
</tr>
<tr>
<td>Website:</td>
<td>autotowingsf.com</td>
</tr>
<tr>
<td>24-hour Emergency Number:</td>
<td>415-333-5559</td>
</tr>
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**Part II**

Bidder Questionnaire (SFMTA Coaches and Trolleys Only)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Do you certify that you have complied and will continue to comply with Section I (G) of this Solicitation entitled “Limitation on Communications During Solicitation?”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Have you registered as a Bidder or Supplier, through the Supplier Portal <a href="https://sfcitypartner.sfgov.org/">https://sfcitypartner.sfgov.org/</a>?&lt;br&gt;   If yes, what is your Bidder ID or Supplier ID? 0000048921</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Has your company enrolled with Paymode-X to receive electronic payments from the City? <a href="https://www.paymode.com/city_countyofsanfrancisco">https://www.paymode.com/city_countyofsanfrancisco</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Have you registered your business with the San Francisco Treasurer &amp; Tax Collector as required prior to submission of any Bid?&lt;br&gt;   Enter your Business Tax Registration ID here: 1129745</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Are you claiming LBE preference on this solicitation per Chapter 14B?&lt;br&gt;   Note: To claim LBE preference for this solicitation, you must be certified in the following LBE certification categories by the Bid Due Date:&lt;br&gt;   Towing</td>
<td>GS006</td>
<td></td>
</tr>
<tr>
<td>6. Can you comply with the terms set forth in Attachment 1A, City’s Proposed Agreement Terms TC68198A, Towing and Roadside Assistance – SFMTA Buses?&lt;br&gt;   If you reply NO, you must submit a redline copy of any proposed changes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Can you comply with Appendix ‘A, Section I: Scope of Services for SFMTA Buses Only? If you reply NO, please explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. How do you plan to perform Federally Mandated Drug and Alcohol Testing Requirements (For SFMTA Buses Only)? See Attachment 1A, Sections 5.A. through 5.C.(Regulatory Requirements) for additional information.&lt;br&gt;   A. Implement your company’s drug and alcohol testing program in compliance with FTA regulations?&lt;br&gt;   B. Use the services of a third-party administrator to fulfill these requirements?&lt;br&gt;   C. Participate in SFMTA’s program?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Have you entered a price on all line items in the PeopleSoft Sourcing Event in accordance with the instructions in the Solicitation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Have you submitted with your Bid all the Required Supporting Documentation outlined in the accompanying solicitation document?&lt;br&gt;   If you reply NO to any document, please explain.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Have you submitted with your Bid all the Minimum Qualification Documentation outlined in the accompanying solicitation document?&lt;br&gt;   If you reply NO to any document, please explain.</td>
<td></td>
<td></td>
</tr>
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</table>
12. Have you submitted with your Bid a Bid Sheet that complies with the requirements of the accompanying solicitation document?
If you reply NO to any document, please explain
Part III
Bidder References

All Bidders, including current Contractor, must provide references for at least three (3) organizations of the approximate size and volume comparable to commodities and/or services described in this Solicitation. Upon request, successful Bidder(s) may also be required to submit a letter of reference from each reference listed within five (5) days of notification. Failure to do so may result in rejection of Bid.

1. Name of Company
   Bar None Auction
   Address (street, city, state, zip) 4751 Power Inn Rd. A, Sacramento, CA 95826
   Contact Name Joshua Seidel
   Phone No. 916-246-2156
   Email jseidel@barnoneauction.com
   Number of Years Providing Service 5 Years

2. Name of Company
   MV Transportation
   Address (street, city, state, zip) 3550 3rd street, San Francisco CA 94124
   Contact Name Mario Cavinal
   Phone No. 415-336-4881
   Email None
   Number of Years Providing Service 5 years

3. Name of Company
   D Harris Tours
   Address (street, city, state, zip) 2294 Vista del Rio St Crockett, CA 94525
   Contact Name Patrick Peterson
   Phone No. 415-902-8542
   Email toursmail.com
   Number of Years Providing Service 2 years
Part IV
Bidder Release of Liability for References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime Bidder, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for **TC68198.R, Towing and Roadside Assistance – SFMTA Buses** from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

**Auto Towing LLC**

Company Name

[Signature]

Signature of Authorized Representative of Company

3/13/2023

Date

Abigail Fuentes-President

Print Name and Title
Part V.
Bidder Certification of Truth, Accuracy, and Completeness

I certify that based on information and belief formed after reasonable inquiry, the statements and information contained in this document are true, accurate, and complete.

Auto Towing LLC
Company Name

Signature of Authorized Representative of Company
Date

Abigail Fuentes-President
Print Name and Title
# Sourcing Event 0000007777

## Attachment 2C

Bidder Questionnaire and References

As-Needed Towing Services for SFO's Oversized Vehicles

### Part I

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<td>Fax:</td>
<td>N/A</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:autotowing1234@gmail.com">autotowing1234@gmail.com</a></td>
</tr>
<tr>
<td>Website:</td>
<td>autotowingsf.com</td>
</tr>
<tr>
<td>24-hour Emergency Number:</td>
<td>415-333-5559</td>
</tr>
</tbody>
</table>
**Part II**

**Bidder Questionnaire (As-Needed Towing Services for SFO’s Oversized Vehicles Only)**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Do you certify that you have complied and will continue to comply with Section I (G) of this Solicitation entitled “Limitation on Communications During Solicitation?”</td>
<td></td>
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</tr>
<tr>
<td>2. Have you registered as a Bidder or Supplier, through the Supplier Portal <a href="https://sfcitypartner.sfgov.org">https://sfcitypartner.sfgov.org</a>? If yes, what is your Bidder ID or Supplier ID? 0000048921</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3. Has your company enrolled with Paymode-X to receive electronic payments from the City? <a href="https://www.paymode.com/city_countyofsanfrancisco">https://www.paymode.com/city_countyofsanfrancisco</a></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
| 4. Have you registered your business with the San Francisco Treasurer & Tax Collector as required prior to submission of any Bid?  
  Enter your Business Tax Registration ID here: 1129745 |     | X  |
| 5. Are you claiming LBE preference on this solicitation per Chapter 14B? Note: To claim LBE preference for this solicitation, you must be certified in the following LBE certification categories by the Bid Due Date: Towing |     | X  |
| 6. Can you comply with the terms set forth in Attachment 1, City’s Proposed Agreement Terms TC68120A, As-Needed Towing Services for SFO’s Oversized Vehicles? If you reply NO, you must submit a redline copy of any proposed changes. |     | X  |
| 7. Can you comply with Appendix A, Section III: Scope of Work for SFO’s Oversized Vehicles Only? If you reply NO, please explain. |     | X  |
| 8. Have you entered a price on all line items in the PeopleSoft Sourcing Event in accordance with the instructions in the Solicitation? |     | X  |
| 9. Have you submitted with your Bid all the Required Supporting Documentation outlined in the accompanying solicitation document? If you reply NO to any document, please explain. |     | X  |
| 10. Have you submitted with your Bid all the Minimum Qualification Documentation outlined in the accompanying solicitation document? If you reply NO to any document, please explain. |     | X  |
| 11. Have you submitted with your Bid a Bid Sheet that complies with the requirements of the accompanying solicitation document? If you reply NO to any document, please explain. |     | X  |
**Part III**  
**Bidder References**

All Bidders, including current Contractor, must provide references for at least three (3) organizations of the approximate size and volume comparable to commodities and/or services described in this Solicitation. Upon request, successful Bidder(s) may also be required to submit a letter of reference from each reference listed within five (5) days of notification. Failure to do so may result in rejection of Bid.

1. **Name of Company**  
   Cemex
   Address (street, city, state, zip)  
   500 Amador St, San Francisco, CA 94124
   Contact Name  
   Tod Krumreich
   Phone No.  
   1-561-460-5606
   Email  
   TOD.KRUMREICH@cemex.com
   Number of Years Providing Service  
   4 Years

2. **Name of Company**  
   Buchanan Company
   Address (street, city, state, zip)  
   5942 Bradshaw Rd, Sacramento, CA 95829
   Contact Name  
   Mike Buchanan
   Phone No.  
   (916) 689-2740
   Email  
   realestatebydebbiea@gmail.com
   Number of Years Providing Service  
   3 Years

3. **Name of Company**  
   Specialized Hauling
   Address (street, city, state, zip)  
   544 Central Ave, Alameda, CA 94501
   Contact Name  
   Juan Carlos Casco
   Phone No.  
   415-573-7618
   Email  
   cascohauling@gmail.com
   Number of Years Providing Service  
   5 Years
Part IV
Bidder Release of Liability for References

The undersigned hereby fully and forever release, exonerate, discharge and covenant not to sue the City, its commissions and boards, officers and employees, and all individuals, entities and firms providing information, comments, or conclusions ("Reference Information") in response to inquiries that the City may make regarding the qualifications or experience of a Prime Bidder, proposed joint venture partner, proposed subconsultant or proposed key/lead team member in connection with the selection process for TC68120R, As-Needed Towing Services for SFO's Oversized Vehicles from and for any and all claims, causes of action, demands, damages, and any and all liabilities of any kind or description, in law, equity, or otherwise arising out of the provision of said Reference Information. This Release and Waiver is freely given and will be applicable whether or not the responses by said individuals, entities or firms are accurate or not, or made willfully or negligently.

Auto Towing LLC

Company Name

Signature of Authorized Representative of Company

Abigail Fuentes-President

Print Name and Title

3/13/2023

Date
Part V.
Bidder Certification of Truth, Accuracy, and Completeness

I certify that based on information and belief formed after reasonable inquiry, the statements and information contained in this document are true, accurate, and complete.

Auto Towing LLC
Company Name

[Signature]
Signature of Authorized Representative of Company

3/13/2023
Date

Abigail Fuentes-President
Print Name and Title
**Name of Firm:** Auto Towing LLC  
**Headquarter Address:** 1229 Underwood ave. San Francisco CA 94124  
**Phone No.:** 415-333-5559  
**Toll Free Phone No.:** 415-333-5559  
**Contact Name & Title:** Abigail Fuentes-President  
**E-mail:** autotowing1234@gmail.com  
**SF Supplier ID:** 0000048921  
**Federal Tax ID:** 85-1632580  
**Payment Terms:** Net 30  
**Person Preparing Bid:** Abigail Fuentes  
**Local Representative Name and Number:** Abigail Fuentes 415-465-3404  
**Warehouse Address:** 1229 Underwood ave. San Francisco CA 94124

**Contact Information for Placing Orders:**

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>415-333-5559</th>
</tr>
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<tr>
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</tr>
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<td>7. Can you comply with Appendix A, Section II: Scope of Work for City-Owned Vehicles (Medium and Heavy Duty Vehicles) Only? If you reply NO, please explain.</td>
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<table>
<thead>
<tr>
<th>1. Name of Company</th>
<th>Sf Paratransit/Transdev</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (street, city, state, zip)</td>
<td>290 Industrial Way, Brisbane, CA 94005</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Laura Espinoza</td>
</tr>
<tr>
<td>Phone No.</td>
<td>(415) 657-9736</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Laura.Espinoza@transdev.com">Laura.Espinoza@transdev.com</a></td>
</tr>
<tr>
<td>Number of Years Providing Service</td>
<td>4 Years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name of Company</th>
<th>Transit Pros</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (street, city, state, zip)</td>
<td>3214 Carnegie Dr Suite 200, Lee Summit, MO 64064</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Shauna Jones</td>
</tr>
<tr>
<td>Phone No.</td>
<td>(816) 988-2302</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:shauna.jones@transitpros.com">shauna.jones@transitpros.com</a></td>
</tr>
<tr>
<td>Number of Years Providing Service</td>
<td>5 Years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Name of Company</th>
<th>Cal Waste Solutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address (street, city, state, zip)</td>
<td>1820 10th st, Oakland, CA 94607</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Jaime Benhousen</td>
</tr>
<tr>
<td>Phone No.</td>
<td>510-612-0383</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:biggfish747@yahoo.com">biggfish747@yahoo.com</a></td>
</tr>
<tr>
<td>Number of Years Providing Service</td>
<td>3 Years</td>
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Auto Towing LLC

Company Name

Signature of Authorized Representative of Company [Signature] 3/13/2023 Date

Abigail Fuentes-President

Print Name and Title
Part V.
Bidder Certification of Truth, Accuracy, and Completeness

I certify that based on information and belief formed after reasonable inquiry, the statements and information contained in this document are true, accurate, and complete.

Auto Towing LLC
Company Name

Signature of Authorized Representative of Company

Abigail Fuentes-President
Print Name and Title

3/20/2023
Date
HOW DO I KNOW MY CAR WAS TOWED?

Call the SFPD at 415-553-1239

The private property owner is required to notify the SFPD within 1 hour of authorizing a tow.
CVC § 22658(f)

The towing company must notify the SFPD of the tow no later than 30 minutes after removing the vehicle, or 15 minutes after arriving at the storage facility, whichever is earlier. CVC § 22658(m)

HOW WAS I SUPPOSED TO KNOW NOT TO PARK THERE?

Before a car can be towed from private property, the property owner must post a visible sign (at least 17”x22” with 1” letters) saying that parking is prohibited and that vehicles will be towed at the owner's expense. CVC § 22658(a)(1)

No sign is required to tow from private property if:

- the vehicle was issued a notice of the parking violation at least 4 days (96 hours) before the tow;
- OR
- the vehicle is missing major parts, and the property owner notified local law enforcement of the parking violation at least 24 hours before, OR
- the property is a single family dwelling.

BUT I WAS PARKED IN A PUBLIC PARKING LOT!

You may be towed from private property if you are parked in a private parking lot that is open to the public without a fee (like a supermarket or mall) if you are parked in violation of parking restrictions that are posted on the property. However, you cannot be towed from a private lot that is free to the public until you have been illegally parked for at least one hour unless you are parked in a disabled space, within 15 feet of a fire hydrant, or in a fire lane or blocking the entrance to or exit from the property. CVC § 22953

You can be towed immediately if you are parked in the parking lot of a residential apartment complex or in a hotel parking lot if the space you are parked in is marked for a specific hotel room. CVC § 22953

I CAME BACK WHEN THEY WERE STILL HOOKING UP MY CAR AND THEY WOULDN'T LET IT GO!

CVC § 22658(g) and (h): If you return to your car after it is hooked up to a tow truck and before it leaves the property, **YOU HAVE THE RIGHT** to have the vehicle released from the tow truck, but you must pay half the normal towing fee.

IMMEDIATELY AND UNCONDITIONALLY

until the moment that the tow truck drives off the property. If your car was already hooked up when you arrived, the towing company has the right to charge you one half of normal towing charges for a released vehicle **BUT** they cannot require immediate payment as a condition of releasing the vehicle. You must immediately move the released vehicle to a legal parking spot.

WHO AUTHORIZED THEM TO TOW MY CAR?

CVC § 22658(l): You may only be towed from private property **IF**:

A PERSON WHO IS . . .

1. the property owner or their employee, **OR**
2. the commercial tenant or their employee, **OR**
3. a tenant of an apartment building of fewer than 15 units that does not have an on-site manager **[IF the tenant provides a written request to the property owner within 24 hours of the tow that the vehicle was parked in their assigned parking space and if the property owner provides a statement to the towing company within 48 hours of the tow that the tow is authorized.]**

. . . IS ON THE PROPERTY AT THE TIME OF THE TOW TO VERIFY THE VIOLATION, AND . . . THAT PERSON SIGNS A WRITTEN AUTHORIZATION FOR EACH VEHICLE REMOVED.

The written authorization must include

1. make, model, VIN, license # of the vehicle;
2. name, signature, job title, residential or business address and working telephone number of the person authorizing the tow;
3. The reason for the tow;
4. time when the vehicle was first observed parked on the property; and
5. the time that the authorization to tow was given.

**MY CAR WAS TOWED IN THE MIDDLE OF THE NIGHT, AND NO ONE SIGNED TO AUTHORIZE IT.**

THERE IS AN EXCEPTION TO THE REQUIREMENT THAT A PERSON SIGN TO AUTHORIZE THE TOW: A vehicle may be towed from private property even if no person is present to authorize the tow **IF** the property owner has signed a "GENERAL AUTHORIZATION" with the towing company—**BUT!**

Even with a GENERAL AUTHORIZATION a vehicle may only be removed if it is

1. parked within 15 feet of a fire hydrant, **OR**
2. parked in a fire lane, **OR**
3. parked in a way to interfere with the entrance to and exit from the property.

If a tow operator relies on a GENERAL AUTHORIZATION to tow your car, **YOU HAVE THE RIGHT** to get a free photocopy of a photo that clearly shows the violation at the time that you claim your vehicle, and a free copy of the General Authorization agreement with the property owner. The towing company is required to keep those records for three years. CVC §§ 22658(l)(1)(E), 22658(l)(3)

WHERE ARE THEY ALLOWED TO TAKE MY CAR?

The vehicle must be stored within 10 miles of the property from which it was removed. A towing company can only take a car farther than 10 miles if they have written permission from a local law enforcement agency. CVC § 22658(n)(1)(A)

**HOW CAN I GET MY CAR BACK?**

You have the right to be able to contact the towing company and arrange for release of your vehicle 24 hours a day, 7 days a week, 365 days a year.
CVC § 22658(n)(2)(A)

**YOU HAVE THE RIGHT** to receive a copy of the written authorization for the tow signed by a representative of the property owner (with personal information blocked out), or the General Authorization if no person was present to sign when the car was towed and a copy of a photo clearly showing the violation at the time the vehicle is released. CVC §§ 22658(l)(1)(C), 22658(l)(2)

**YOU HAVE THE RIGHT** to receive a separate notice from the towing company with the telephone number of the SFPD that you can call if you believe that you have been wrongfully towed. CVC § 22658(l)(1)(C)(iii)

**HOW MUCH CAN THEY CHARGE ME?**

**YOU HAVE THE RIGHT** to pay no more than the maximum legal towing and storage charges.
Until July 2009 the maximum rate is:

- $250 for the tow (standard size car and no special handling)
- $80 for each day of storage
- No more than half of the initial tow charge as “gate fee” if your reclaim your car between the hours of 5pm and 8am. CVC § 22658(n)

The towing company may only charge one day of storage fees during the first 24 hours that the vehicle is in storage. After 24 hours the charge is by calendar day. CVC § 22658(i)(2)

YOU HAVE THE RIGHT to pay with cash or major credit card. (American Express, Discover, Visa or Mastercard) The towing company is required to have sufficient cash on hand to make change. CVC § 22658(k) and (m), Civil Code § 1747.02

ISN'T SOMEONE REQUIRED TO OFFICIALLY NOTIFY ME THAT MY CAR WAS TOWED?

CVC § 22658(B): the towing company is required to deliver a written notice of the tow to the registered owner, including grounds for removal, the mileage before the vehicle was towed, the time it was towed and the location of the vehicle. BUT if they cannot find the name and address of the registered owner in Department of Motor Vehicle records, the towing company must report the vehicle to the Department of Justice as a potentially stolen vehicle.

IN ORDER TO RECEIVE IMPORTANT OFFICIAL NOTICES ABOUT YOUR CAR, IT IS IMPORTANT TO KEEP YOUR NAME AND ADDRESS CURRENT WITH THE DEPARTMENT OF MOTOR VEHICLES.

SEND THE DEPARTMENT OF MOTOR VEHICLES A "NOTICE OF RELEASE OF LIABILITY" WHEN YOU SELL YOUR CAR SO THAT YOU ARE NO LONGER ON RECORD AS THE REGISTERED OWNER.

WHAT ARE THE PENALTIES FOR TOWING A VEHICLE IN VIOLATION OF PRIVATE PROPERTY TOWING LAWS?

- A towing company who fails to notify SFPD within 30 minutes of removing the vehicle may be liable for three times the towing and storage charges, CVC § 22658(m)(3), and a property owner who fails to notify the SFPD within one hour of the tow is guilty of an infraction. CVC § 40000.1

- A tenant of an apartment building of 15 units or less who wrongfully has a car towed without complying with all requirements of CVC § 22658(l) is guilty of an infraction, CVC § 22658(e)(2), and if all required procedures of CVC § 22658(l) are not followed, the towing company may also be liable for four times the towing and storage charges.

WHO CAN I CALL TO REPORT ILLEGAL TOWING?

District Attorney Consumer Protection 415-551-9575
SFPD Tow Car Permit Division: 415-553-9550
Small Claims Court (415) 551-5880
(Access Self-Help Center for the San Francisco Superior Court, 75 Polk Street, Room 001)

YOU CAN FIND a list of towing companys that are permitted to operate in San Francisco at www.xxxxxx

KNOW YOUR RIGHTS

WHEN YOUR VEHICLE IS TOWED FROM PRIVATE PROPERTY

Laws about Towing Vehicles from Private Property in California
AUTO TOWING LLC

1229 UNDERWOOD AVE
SAN FRANCISCO, CA 94124
+1 415-333-5559

Release 2015 Nissan $562.50

Subtotal $562.50
Total Taxes $0.00
Order total $562.50

Total paid $562.50

March 22, 2023 11:29 pm
Payment ID: ZDXQBFMNMX6H4
Order ID: BEGBVTGBDNJCJ
Order Employee: [Redacted]
PRIVATE PROPERTY
ALL UNAUTHORIZED VEHICLES WILL BE TOWED AT OWNER'S EXPENSE - 24/7

AUTO Towing

415-333-5559
CVC-22658

HEAVY & LIGHT DUTY • LOCKOUTS • JUMPSTARTS

SFPD 415-553-1239
SBPD 650-616-7100
DCEPD 650-991-8142
PACPD 650-738-7312
SSFPD 650-877-8900
CLM 650-997-8321