

**CITY ATTORNEY DAVID CHIU
CITY AND COUNTY OF SAN FRANCISCO**

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

1 agreements. It also provides: “[y]ou shall not transfer this permit to another person or conduct a
2 separate business at a different location other than that described on this permit.”

3 Auto Towing LLC was recertified by the San Francisco Contract Monitoring Division
4 (CMD) as a Minority-Owned San Francisco Local Business Enterprise (LBE) on October 25,
5 2022. The LBE certification, CMD10231000253, expires on October 31, 2023.

6 **A. Pending City Procurement**

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

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

19 The San Francisco Office of Contract Administration (OCA) issued a Notice of Intent to
20 Award the primary contract for towing and roadside assistance to Auto Towing LLC on March
21 27, 2023. Under the Revised Invitation for Bids, the City may make such investigation, as it
22 deems necessary, prior to the award of the contract to determine the conditions under which the
23 goods are to be delivered or the work is to be performed. Exhibit 2 at p. 20. Due to the pending
24 investigation, the award has not been finalized.

25 **III. STATE AND LOCAL LAW GOVERNING TOW COMPANIES**

26 The San Francisco Board of Supervisors (BOS) passed legislation requiring tow car firms
27 to provide information to vehicle owners about their legal rights when reclaiming a towed
28 vehicle. Police Code § 3055.2 (Public Right to Know Private Property Towing Laws). In

1 support of the legislation, the BOS found that illegal towing from private property is common in
2 San Francisco and dangerous when it occurs at night. Police Code § 3055.2(ii). The BOS
3 specifically found a risk to public health and safety when vehicles of senior citizens and persons
4 with disabilities are illegally towed from private property. Police Code § 3055.2(iii). The BOS
5 further specifically found that “illegal towing from private property affects vulnerable
6 populations when people of limited economic means are required to pay hundreds of dollars to
7 recover their vehicle.” Police Code § 3055.2(iv).)

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

19 **IV. FACTUAL BACKGROUND RE ILLEGAL TOWING**

20 As described below, from at least February 10, 2023, through at least May 18, 2023, Auto
21 Towing LLC employees violated several laws, as well as the terms of Auto Towing LLC’s SFPD
22 permit, by illegally towing cars from a private commercial lot at 2675 San Bruno Avenue in San
23 Francisco without the permission of the property owner. In addition, Auto Towing LLC
24 employees towed the vehicles to a different lot than the one listed on its permit, told car owners
25 they could not retrieve their cars on weekends, and pressured car owners to pay cash. The
26 actions described below are predatory towing, a practice the San Francisco Board of Supervisors
27 has recognized as having a disproportionate impact on vulnerable populations.
28

1 **Unauthorized Tow on February 10, 2023 (Witness 1)**

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

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

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

21 **Unauthorized Tow on March 22, 2023 (Witness 2)**

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

1 from both Auto Towing LLC and Specialty Towing at the BOTW lot, and (3) Witness 2's receipt
2 from Auto Towing LLC are all attached as Exhibit 5.

3 **Unauthorized Tow on April 9, 2023 (Witness 3)**

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

10 **Unauthorized Tow on May 11, 2023 (Witness 4)**

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

18 **Unauthorized Tow on May 12, 2023 (Witness 5)**

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

26 **Unauthorized Tow on May 17, 2023 (Witness 6)**

27 On May 17, 2023, Witness 6's car was towed from the BOTW lot in the afternoon. She
28 returned to the BOTW lot within 15 to 20 minutes after parking there to find her car gone.

1 Witness 6 said she saw a sign in the back of the parking lot from a tow company warning that
2 vehicles were subject to tow, but she could not recall the name of the company. She called
3 SFPD to report her car stolen or towed, and a dispatcher reported that there was no record of her
4 car being towed. Witness 6 had an application on her car that allowed her to track the location of
5 her car, and she tracked it to 2047 Oakdale, the location of Specialty Towing. Witness 6 spoke
6 to the employees there but did not receive an explanation for why her car had been towed.
7 Witness 6 paid \$562.50 to have her car released; her credit card receipt showed that the payment
8 went to Auto Towing LLC.

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

10 On May 18, 2023, a tow truck from Auto Towing LLC attempted to tow a car from the
11 BOTW lot. The car belonged to a bank customer. At the same time, a second tow truck from
12 Specialty Towing attempted to tow the car of Witness 7, the Bank of the West branch manager.
13 Witness 7 confronted the two truck drivers. The drivers claimed that they had been called to tow
14 the cars in the parking lot. When Witness 7 objected, the drivers released the vehicles from the
15 tow trucks. After Witness 7 photographed the drivers and their trucks, they drove away.
16 Photographs of the Auto Towing LLC tow truck and sign in the BOTW lot are attached as
17 Exhibit 6.

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

23
24 **V. LEGAL BASIS FOR DEBARMENT OF AUTO TOWING LLC**

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

27 San Francisco Administrative Code Chapter 28 sets forth the grounds and procedures for
28 administrative debarment. “Debarment” is defined as “[t]he administrative determination against

1 a Contractor declaring such Contractor irresponsible and disqualified from participating in the
2 procurement process for contracts, or from entering into contracts, directly or indirectly, with or
3 applying for or receiving grants or other benefits from the City for a period specified in the
4 Debarment order.”

5 Contractor is defined as

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

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

19 Exhibit 3.

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

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

24 any willful misconduct with respect to any City bid, request for
25 qualifications, request for proposals, grant request, purchase order and/or
26 contract or grant award. Such willful misconduct may include, but need
27 not be limited to the following: (1) submission of false information in
28 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).

1 **Count Two: Failure to Comply with San Francisco's Municipal Code Requiring**
2 **Permittees to Prevent Violations of Law by Employees in the Course and**
3 **Scope of Employment**

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

9 Auto Towing LLC committed several crimes when it towed the cars of Witnesses 1, 2, 3,
10 4, 5, and 6 and attempted to tow the cars of Witness 7 and the unidentified bank customer from
11 the BOTW lot. It is unlawful for a tow company to tow a car from private property without the
12 presence of the property owner or the owner’s agent or employee, or having first obtained the
13 property owner’s written consent. Vehicle Code § 22658 (l)(1)(A) (“A towing company shall
14 not remove or commence the removal of a vehicle from private property without first obtaining
15 the written authorization from the property owner or lessee . . . or an employee or agent
16 thereof...who shall be present at the time of removal and verify the alleged violation . . .”).
17 Bank of the West neither requested nor authorized the tows from its parking lot.

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

28 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

1 of the law by its employees violates Police Code § 3056(10) and is grounds for debarment under
2 San Francisco Administrative Code § 28.3(a)(2).

3
4 **VI. REQUEST FOR ORDER OF DEBARMENT**

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

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

13
14 Dated: August 1, 2023

15 

16 _____
17 Wade Chow
18 Deputy City Attorney
19 City and County of San Francisco
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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 Auto Towing, LLC 1229 Underwood Avenue San Francisco, CA 94124 Email: autotowing1234@gmail.com <u>Via Certified Mail and Electronic Mail</u>	Yvonne Meré Office of the City Attorney David Chiu 1390 Market Street, 7th Floor San Francisco, CA 94102 Email: yvonne.mere@sfcityatty.org <u>Via Electronic Mail</u>
Carmen Chu Office of the City Administrator City Hall, Room 362 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: carmen.chu@sfgov.org <u>Via Electronic Mail</u>	Ben Rosenfield, Controller City and County of San Francisco City Hall, Room 316 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Email: ben.rosenfield@sfgov.org <u>Via Electronic Mail</u>

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

EXHIBIT 1

PERMIT IS NOT VALID WITHOUT A CURRENT TAX LICENSE

POLICE DEPARTMENT PERMIT

City and County of San Francisco
State of California

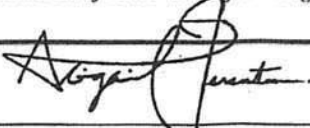
Permit Number: 144310	Date Granted: 08/03/2022 Expires: 08/03/2023
TYPE OF PERMIT:	Tow Car Firm
Permission is hereby granted to:	Abigail T. Fuentes
Location:	1229 Underwood Avenue
Business:	"AUTO TOWING LLC"
Unless revoked or suspended by the Chief of Police during a current year or unless the permit 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

EXHIBIT 2

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>



Bid Phase	Tentative Date
Invitation for Bids Issued	January 31, 2023
Second Pre-Bid Conference	March 13, 2023, 10:00 A.M. Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 229 548 786 495 Passcode: UkT53E Download Teams Join on the web Or call in (audio only) +1 415-906-4659,,513544837# United States, San Francisco Phone Conference ID: 513 544 837#
First Pre-Bid Conference	February 8, 2023, 11:30 A.M. Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 278 763 394 50 Passcode: P4HAn9 Download Teams Join on the web Or call in (audio only) +1 415-906-4659,,904033696# United States, San Francisco Phone Conference ID: 904 033 696#
Second Deadline for Written Questions	March 14, 2023, 5:00 P.M.
First Deadline for Written Questions	February 15, 2023, 5:00 P.M.
Bid Due Date	March 20, 2023, by 2:00 P.M. February 27, 2023, by 2:00 P.M.
Bid Opening	March 20, 2023, 2:00 P.M. February 27, 2023, 2:00 P.M. Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 250 554 685 260 Passcode: 6Cg2L2

	Download Teams Join on the web Or call in (audio only) +1 415-906-4659,,938680032# United States, San Francisco Phone Conference ID: 938 680 032#
Notice of Intent to Award	March 27, 2023 March 16, 2023
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
Contract Administrator:	Gloria Gill, Purchaser, Office of Contract Administration 1 Dr. Carlton B. Goodlett Place, Room: 430 Phone: (628) 652-1611 Email: Gloria.Gill@sfgov.org

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)~~

MANDATORY MINIMUM QUALIFICATION DOCUMENTATION DUE WITH EACH BID

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.

MQ #	Description
MQ 1	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). 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.
MQ 2	Deleted in its entirety and no longer applicable (Completed Attachment 3, CMD LBE Forms)
MQ 3	Completed Attachment 4, Bid Sheet Template
MQ 4	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. 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.

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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 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:

1. Aggregate 1 (TC68198.R): As-Needed Towing and Roadside Assistance for SFMTA Coaches and Trolleys.
2. Aggregate 2 (TC68185.R): As-Needed Towing and Roadside Assistance for City-Owned Vehicles (Medium, and Heavy-Duty Vehicles).
3. Aggregate 3 (TC68120.R): As-Needed Towing Services for SFO’s Oversized Vehicles.

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 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.

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

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.

Bid Phase	Tentative Date
Invitation for Bids Issued	January 30, 2023
Second Pre-Bid Conference	March 13, 2023, 10:00 A.M. Microsoft Teams meeting

	Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 229 548 786 495 Passcode: Ukt53E Download Teams Join on the web Or call in (audio only) +1 415-906-4659,,513544837# United States, San Francisco Phone Conference ID: 513 544 837#
First Pre-Bid Conference	February 8, 2023, 11:30 A.M. Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 278 763 394 50 Passcode: P4HAn9 Download Teams Join on the web Or call in (audio only) +1 415-906-4659,,904033696# United States, San Francisco Phone Conference ID: 904 033 696#
Written Questions Due Date	March 14, 2023, 5:00 P.M. February 15, 2023, 5:00 P.M
Bid Due Date	March 20, 2023, by 2:00 P.M. February 27, 2023, by 2:00 P.M.
Bid Opening	March 20, 2023, 2:00 P.M. February 27, 2023, 2:00 P.M. Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 250 554 685 260 Passcode: 6Cg2L2 Download Teams Join on the web Or call in (audio only) +1 415-906-4659,,938680032# United States, San Francisco Phone Conference ID: 938 680 032#
Notice of Intent to Award	March 27, 2023 March 16, 2023
Period for Protesting Notice of Intent to Award	Within three (3) business days of the City's issuance of a Notice of Intent to Award.
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 1(A-C) (City's Proposed Agreement):

1. Aggregate 1 (TC68198.R): As-Needed Towing and Roadside Assistance for SFMTA Coaches and Trolleys.
2. Aggregate 2 (TC68185.R): As-Needed Towing and Roadside Assistance for City-Owned Vehicles – Medium and Heavy-Duty Vehicles.
3. Aggregate 3 (TC68120.R): As-Needed Towing Services for SFO's Oversized Vehicles.

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**

Estimated Contract Value	Small/Micro LBEs Rating Bonus	SBA LBEs Rating Bonus
Greater than \$10,000 but less than or equal to \$400,000.	10%	0%
Greater than \$400,000 but less than or equal to \$10,000,000.	10%	5% <i>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.</i>
Greater than \$10,000,000 but less than or equal to \$20,000,000.	2%	2%

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)**

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IV. BID EVALUATION CRITERIA

Evaluation Phase	Evaluation Criteria
Minimum Qualifications Documentation	Pass/Fail
Bid Sheet	Lowest Price

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.

MQ #	Description
MQ 1	Completed Attachment 2A, City' 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

	dependent upon whether or not you are submitted a bid response for TC68198.R, TC68185.R, TC68120.R or all three term contracts.
MQ 2	Deleted in its entirety and is no longer applicable (Completed Attachment 3, CMD LBE Forms).
MQ 3	Completed Attachment 4, Bid Sheet Template.
MQ 4	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. 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.

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.

ABC Firm Bid Attributes			
- Is a Certified Micro LBE - Has an SF Presence as defined by Admin Code 21.32 - Is offering 4%/30 Net31 Prompt Payment Discount	Offered Bid Price (Pre-Tax)	14B LBE Bid Discount (10%)	Evaluated Price when determining Lowest Responsive Bid
Commodities	\$2,000	(\$200)	\$1,800
Services	\$1,000	(\$100)	\$900
Total	\$3,000	(\$300)	\$2,700

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.

RSD 1	Evidence that Bidder is 12B compliant.
RSD 2	Completed Bid Attachments: ☒ Attachment 5: HCAO and MCO Declaration Forms ☒ Attachment 6: First Source Hiring Form
RSD 3	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).
RSD 4	Fidelity Bond: 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.
RSD 5	Non-Profit Entities: 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: (1) a statement describing Bidder’s efforts to comply with the Chapter 12L provisions regarding public access to Bidder’s meetings and records, and (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

	City to be substantiated. If no such complaints were filed, the Bidder shall include a statement to that effect. <i>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.</i>
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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>. 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](#), 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 the 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.

EXHIBIT 3

MQ1

Completed Attachment 2A, City' 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

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:

Telephone:	415-333-5559
Fax:	N/A
Email:	autotowing1234@gmail.com
Website:	autotowingsf.com
24-hour Emergency Number:	415-333-5559

Part II
Bidder Questionnaire (SFMTA Coaches and Trolleys Only)

Question	Yes	No
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?"	X	
2. Have you registered as a Bidder or Supplier, through the Supplier Portal (https://sfcitypartner.sfgov.org/)? If yes, what is your Bidder ID or Supplier ID? 0000048921	X	
3. Has your company enrolled with Paymode-X to receive electronic payments from the City? https://www.paymode.com/city_countyofsanfrancisco	X	
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 GS006	X	
6. Can you comply with the terms set forth in Attachment 1A, City's Proposed Agreement Terms TC68198A, Towing and Roadside Assistance – SFMTA Buses? If you reply NO, you must submit a redline copy of any proposed changes.	X	
7. Can you comply with Appendix 'A, Section I: Scope of Services for SFMTA Buses Only? If you reply NO, please explain.	X	
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. A. Implement your company's drug and alcohol testing program in compliance with FTA regulations? B. Use the services of a third-party administrator to fulfill these requirements? C. Participate in SFMTA's program?	X	
9. Have you entered a price on all line items in the PeopleSoft Sourcing Event in accordance with the instructions in the Solicitation?	X	
10. Have you submitted with your Bid all the <u>Required Supporting Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.	X	
11. Have you submitted with your Bid all the <u>Minimum Qualification Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.	X	

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

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	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

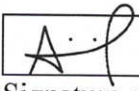
3. Name of Company	D Harris Tours
Address (street, city, state, zip)	2294 Vista del Rio St Crockett, CA 94525
Contact Name	Patrick Peterson
Phone No.	415-902-8542
Email	toursmail.com
Number of Years Providing Service	2 years

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 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

3/13/2023

Date

Abigail Fuentes-President

Print Name and Title

Sourcing Even 0000007777
Attachment 2C
Bidder Questionnaire and References

As-Needed Towing Services for SFO's Oversized Vehicles

Part I
Bidder Information

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:

Telephone:	415-333-5559
Fax:	N/A
Email:	autotowing1234@gmail.com
Website:	autotowingsf.com
24-hour Emergency Number:	415-333-5559

Part II
Bidder Questionnaire (As-Needed Towing Services for SFO's Oversized Vehicles Only)

Question	Yes	No
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?"	X	
2. Have you registered as a Bidder or Supplier, through the Supplier Portal (https://sfcitypartner.sfgov.org/)? If yes, what is your Bidder ID or Supplier ID? 0000048921	X	
3. Has your company enrolled with Paymode-X to receive electronic payments from the City? https://www.paymode.com/city_countyofsanfrancisco	X	
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 GS006	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 <u>Minimum Qualification Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.	X	
11. Have you submitted with your Bid a <u>Bid Sheet</u> 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.

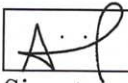
1. Name of Company	Cemex
Address (street, city, state, zip)	500 Amador St, San Francisco, CA 94124
Contact Name	Tod Krumreich
Phone No.	1-561-460-5606
Email	TOD.KRUMREICH@cemex.com
Number of Years Providing Service	4 Years
2. Name of Company	Buchanan Company
Address (street, city, state, zip)	5942 Bradshaw Rd, Sacramento, CA 95829
Contact Name	Mike Buchanan
Phone No.	(916) 689-2740
Email	realestatebydebbieb@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

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

3/13/2023

Date

Abigail Fuentes-President

Print Name and Title

Sourcing Event 0000007777

Attachment 2B

Revised Bidder Questionnaire and References

Section II: City-Owned Vehicles (Medium and Heavy Duty Vehicles)

Part I

Bidder Information

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:

Telephone:	415-333-5559
Fax:	N/A
Email:	autotowing1234@gmail.com
Website:	autotowingsf.com
24-hour Emergency Number:	415-333-5559

Part II
Bidder Questionnaire (City-Owned Vehicles Only)

Question	Yes	No
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?"	X	
2. Have you registered as a Bidder or Supplier, through the Supplier Portal (https://sfcitypartner.sfgov.org/)? If yes, what is your Bidder ID or Supplier ID? 0000048921	X	
3. Has your company enrolled with Paymode-X to receive electronic payments from the City? https://www.paymode.com/city_countyofsanfrancisco	X	
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 GS006	X	
6. Can you comply with the terms set forth in Attachment 1B, City's Proposed Agreement Terms TC68185A, Towing and Roadside Assistance for City-Owned Vehicles (Medium and Heavy Duty Vehicles)? If you reply NO, you must submit a redline copy of any proposed changes.	X	
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.	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 <u>Minimum Qualification Documentation</u> outlined in the accompanying solicitation document? If you reply NO to any document, please explain.	X	
11. Have you submitted with your Bid a <u>Bid Sheet</u> 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	Sf Paratransit/Transdev
Address (street, city, state, zip)	290 Industrial Way, Brisbane, CA 94005
Contact Name	Laura Espinoza
Phone No.	(415) 657-9736
Email	Laura.Espinoza@transdev.com
Number of Years Providing Service	4 Years

2. Name of Company	Transit Pros
Address (street, city, state, zip)	3214 Carnegie Dr Suite 200, Lee Summit, MO 64064
Contact Name	Shauna Jones
Phone No.	(816) 988-2302
Email	shauna.jones@transitpros.com
Number of Years Providing Service	5 Years

3. Name of Company	Cal Waste Solutions
Address (street, city, state, zip)	1820 10th st, Oakland, CA 94607
Contact Name	Jaime Benhousen
Phone No.	510-612-0383
Email	biggfish747@yahoo.com
Number of Years Providing Service	3 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 **TC 68185.R, Towing and Roadside Assistance for City-Owned 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

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

3/20/2023

Date

Abigail Fuentes-President

Print Name and Title

EXHIBIT 4

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

- An owner of a private parking lot that is open to the public without a fee who has a vehicle towed from the lot before it has been illegally parked for at least one hour may be liable to the vehicle owner for twice

the towing and storage charges, CVC § 22953(e), and the towing company may be liable for four times the towing and storage charges if they fail to make an effort to determine that the property owner has complied with the one-hour requirement. CVC § 22658(l)(5)

- A private property owner who has a car towed without posting tow-away signs, who fails to place a notice on the vehicle 96 hours before towing (or 24 hours if the vehicle is missing major parts), or who fails to state the reason for the tow when requested by the vehicle owner may be liable for twice the towing **OR** storage charges. CVC § 22658(e)(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.

- CVC §§ 22658(j), (k) and (l): A towing company may be liable to the vehicle owner for four times the towing and storage charges if they:
 1. tow a car from private property without obtaining a signed authorization from the property owner or their representative (unless it is blocking fire hydrant, fire lane or access to the property);
 2. overcharge for towing and/or storage;
 3. fail to accept valid credit cards;
 4. fail to give the vehicle owner a copy of the General Authorization contract with the property owner and a copy of a photo clearly showing the violation upon request; or
 5. fail provide a notice to the vehicle owner with an SFPD telephone number to call if the owner believes the vehicle was illegally towed.

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

EXHIBIT 5

SPECIALTY TOWING

Light & Heavy Duty 24/7 Towing & Recovery

415-651-4338

2045 CAVALIER AVENUE SAN FRANCISCO CA 94114

BUSINESS HOURS: MON.-FRI. 8AM-5PM



HAWK

POST-GOLF

CUSTOMER
PARKING

RED
WAGON

415-333-5559

AUTO
TOW

1228 HUNTERWOOD AVE. SAN FRANCISCO, CA
CA 94114

18958L3

1:00

5Gw 78



AUTO TOWING LLC

FOLLOW

[1229 UNDERWOOD AVE](#)
[SAN FRANCISCO, CA 94124](#)
[+1 415-333-5559](#)

Release 2015 Nissan	\$562.50
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Subtotal	\$562.50
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Total Taxes	\$0.00
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Order total	\$562.50
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Total paid \$ 562 50

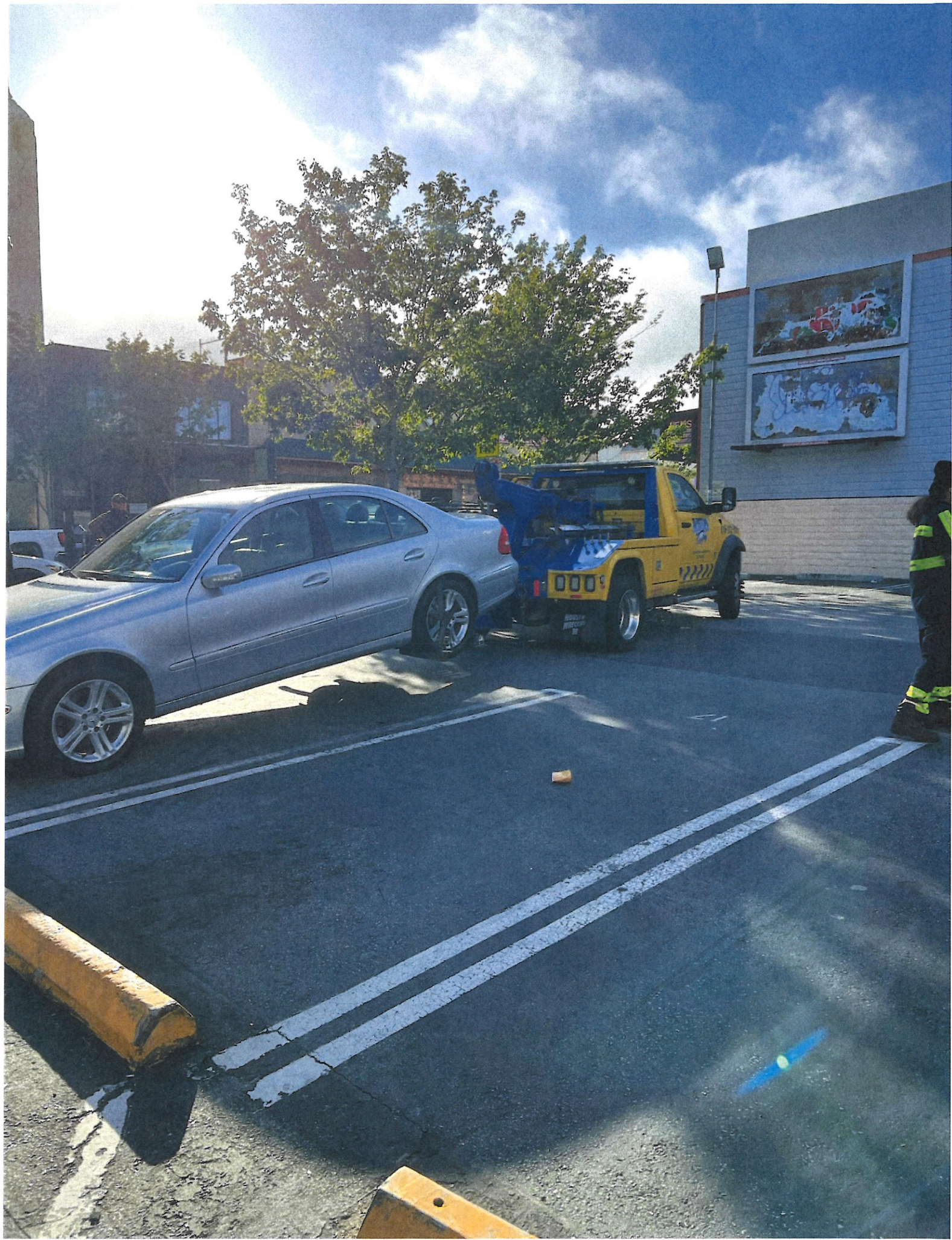
March 22, 2023 11:29 pm
Payment ID: ZDXQBFMNMX6H4
Order ID: BEGBVTGBDNJCJ
Order Employee: [REDACTED]
[REDACTED]

AA

🔒 clover.com



EXHIBIT 6





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

DCPD 650-991-8142

PACPD 650-738-7312

SSFPD 650-877-8900

CLM 650-997-8321