



ADDENDUM #2

RFP FOR VEHICLE TOWING AND STORAGE SERVICES

CITY OF EL MONTE

AUGUST 24, 2021



2740 North Bruin Avenue, South El Monte, CA 91733-1315

THIS SUPERCEDES OUR PREVIOUS QUESTIONS SUBMITTED ON 8/19/2021

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August 19, 2021

City of El Monte
11333 Valley Boulevard
El Monte CA 91731
Attn: Griselda Contreras, Chief Deputy City Clerk

RE: VEHICLE TOWING AND SECURE STORAGE SERVICES REQUEST FOR PROPOSAL

Dear Ms. Contreras:

We have received the reissued request for proposal due on August 26, 2021 and have the following new questions:

- ▶ Can the City please share the reason for the reissued request for Proposal?
- ▶ If we submitted our proposal in compliance with the previous RFP requirements, are we required to resubmit our proposal or does our original proposal submission fulfill the requirements?

Additionally, below are the questions that we submitted during the original proposal process. These questions were faxed to the number in the RFP and we received a confirmation but did not receive a written response (questions were verbally answered the day of the proposal deadline via telephone)

- ▶ Will the City accept the recent CHP truck inspections (within the last 30 days) as sufficient for the requested inspections?
- ▶ Based on the City's CHP jurisdiction, will the East Los Angeles CHP office/area be the one responsible for inspections.
- ▶ Franchise Fee: Section X, Page 29 of PDF. We noticed a significant change in the Franchise Fee requirement, moving from what our past contracts have been subject to (\$125/vehicle) to the stated 25% of the Franchisee's Gross Revenues attributable to towing, storage and impound services provided to the City under the Towing Services Agreement. Can you please share the following to help us best finalize our proposal:
 1. What predicated the change to the new Franchise Fee Structure?
 2. Pursuant to Vehicle Code Chapter 9, Section 12100(b), how was the percentage determined to ensure compliance with the code? Additionally, how will the City reimburse towing companies should an amount be deemed in excess pursuant to the same code?
 3. Is it acceptable for the Proposer to propose an alternative fee structure that is in compliance with Vehicle Code and meets the needs of the City?

Thank you in advance for your response to these questions.

Sincerely,


Mark Hassan
Vice President/Corporate Secretary

Response to Freddie Mac's Questions submitted on August 19, 2021.

- 1) Can the City please share the reason for the reissued Request for Proposal?

The City did not reissue the Request for Proposals; rather, it exercised its discretion to extend the deadline for the submission of proposals to August 26, 2021.

- 2) If we submitted our proposal in compliance with the previous RFP requirements, are we required to resubmit our proposal or does our original proposal submission fulfill the requirements?

The guidelines for the submission of proposals did not change; the only change was the extension of the deadline to submit. Any Proposer who submitted by or before the original deadline (August 2, 2021) may, in its discretion: a) retrieve its original proposal packet and resubmit before the current submission deadline of August 26, 2021; or 2) leave their original packet for review without any modifications. Proposers who submitted proposals by or before the initial August 2, 2021 are strongly encouraged to stay apprised of City-issued addenda on this matter to determine whether or not their proposal should be amended and resubmitted to comply with any new addenda provisions.

- 3) Will the City accept the recent CHP truck inspections (within the last 30 days) as sufficient for the requested inspections?

No. The City will have the CHP conduct an independent set of RFP-specific inspections of all eligible proposing firms. .

- 4) Based on the City's CHP jurisdiction, with the East Los Angeles CHP office/area be the one responsible for inspections?

Inspections will be conducted by the CHP – East Los Angeles Office.

- 5) Franchise Fees:

- a. What predicated the change to the new Franchise Fee Structure?

This question is beyond the scope of questions pertinent to the timely and proper submission of proposals. Please refer to video for the City Council meetings of June 1, 2021 (Item #15.2) and June 22, 2021 (Item #7.8) for the City Council's discussion of this matter.

- b. Pursuant to Vehicle Code Chapter 9, Section 121. O (b), how was the percentage determined to ensure compliance with the Code? Additionally,

how will the City reimburse tow companies should an amount be deemed in excess pursuant to the same code?

This question is beyond the scope of questions pertinent to the timely and proper submission of proposals. The City will evaluate any circumstance affecting its compliance with applicable law and will take appropriate action as the facts and the law require. Proposers are free to propose measures designed to ensure compliance with applicable law on this issue as part of their proposal.

- c. Is it acceptable for the Proposer to propose an alternative fee structure that is compliant with Vehicle Code and meets the needs of the City?

*Deviations from the baseline requirements of the RFP are disfavored. Per the RFP documents, if a Proposer's written proposal is premised and conditioned upon the City agreeing to modify, amend or strike any one or more of the terms of the template Towing Services Agreement, then the Proposer shall clearly and expressly state in its proposal which provision it proposes to modify, amend or strike as part of its proposal and the proposal shall also explain why such changes are necessary and how the best interests of the City are furthered and/or safeguarded notwithstanding the Proposer's requested changes. The failure to identify any provision as a provision the Proposer wishes to modify, amend or strike as part of its proposal, shall mean that the Proposer accepts the Towing Services Agreement and the provisions contained therein in their current form and is willing and able to perform under the Towing Services Agreement under the terms of the provision "as is". **As stated in the RFP, proposer must understand that the more a proposal deviates from the baseline provisions of the RFP, including the baseline provisions set forth in the template Towing Services Agreement, the less favored the proposal may be.***