

CITY OF WOODBURN, OREGON

Request for Proposals

Towing Services

DATE & TIME DUE: OCTOBER 18, 2019 AT 5:00PM

SUBMIT PROPOSAL TO CITY OF WOODBURN:

***City of Woodburn
Police Department
1060 Mt. Hood Ave
Woodburn, OR 97071
503-982-2345***



PROPOSAL ADVERTISEMENT

Request for Proposals Towing Services

The City of Woodburn requests proposals, from qualified firms, for providing rotational non-preference towing services and city towing services under a multi-year contract. A successful firm (or firms) will be selected based upon the following criteria:

Overall best value to the City

1. Organization structure and staffing provided to perform services. (up to 20 points)
2. Facilities and equipment/vehicles provided to perform services. (up to 20 points)
3. References and performance history for comparable services in the past five (5) years. (up to 20 points)
4. Proposed Fee Schedule (up to 40 points)

The City of Woodburn invites firms to submit a proposal outlining their experience and qualifications in performing work as described in the Scope of Services, and their Proposed Fee Schedule for such work. The City will receive sealed proposals until **5:00PM on October 18, 2019**. These should be delivered to the City of Woodburn, Police Department, 1060 Mt. Hood Ave., Woodburn, Oregon 97071. The City will make the Solicitation Document available for viewing at the above address. The City **will not accept** facsimile proposals. The City **will not accept** any proposals after the stated opening date and time. The City will return all late proposals unopened to the submitting firm. Proposers are required to certify non-discrimination in employment practices and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and the City of Woodburn Public Contracting Rules. The City of Woodburn reserves the right:

1. To reject any or all proposals not in compliance with all public procedures and requirements
2. To postpone award of the contract for a period not to exceed sixty (60) days from date of proposal opening
3. To waive informalities in the proposals
4. To select the proposal that is in the best interest of the City

Posted: City of Woodburn Website www.cityofwoodburn.org

Date(s): August 12, 2019

Proposal was also sent to Woodburn Independent for publication.

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Attachments

Attachment "A"	Personal Services Contract Example
Attachment "B"	Scope of Services

Exhibits

Exhibit "A"	Submitting Firm Residency Statement
Exhibit "B"	Proposed Fee Schedule
Exhibit "C"	Certificate of Non-Discrimination
Exhibit "D"	Proposer Certifications and Forms
Exhibit "E"	Personal and Criminal History Inquiry Authorization and Release

PART 1
OVERVIEW

The City of Woodburn is seeking qualified firms to perform rotational towing and storage services for the City of Woodburn's Police Department, and towing services for all vehicles owned by the City of Woodburn. The scope of services will include providing rotational non-preference towing services, storage, and city towing services in a timely, courteous, safe, and professional manner under a multi-year contract. Towing and storage services performed by the Contractor for the City are in the interest of preserving public safety and convenience. The quality of these services is imperative to fulfillment of the CONTRACT.

General Information

For several years, the City of Woodburn has maintained a rotational list of towing companies to provide citywide towing services. The City is now seeking competitive proposals for citywide towing services to be contracted on an annual contract basis. This Request for Proposal (RFP) seeks proposals from qualified contractors for two (2) categories of towing services: Category I - Class A and B Tows, and Abandoned/Junk Vehicle Tows; and Category II - Class C Tows. The scope of services for Category I and Category II services are fully described in this RFP.

Category I: The City intends to award up to three (3) contracts for Category I towing services (Class A and B Tows, and Abandoned/Junk Vehicle Tows). The successful contractors will provide towing services for the Police Department on a rotational basis. The City reserves the right to award less than three contracts for Category I.

Category II: The City intends to award two (2) contracts for Category II towing services (Class C Tows). The City shall select one qualified contractor as the "Primary Contractor". The Primary Contractor shall perform all Category II towing services for the City. The City shall select one other qualified contractor as the "Alternate Contractor". The Alternate Contractor shall provide Category II services in the event the Primary Contractor cannot provide services at the time needed. The City reserves the right to award less than two contracts for Category II.

Contractors may submit proposals for award of contracts under either Category I or Category II or both.

The City intends to award multiple contracts (if appropriate) for towing services to qualified towing companies organized as a single legal business entity, rather than award multiple contracts to those companies having multiple business entities and/or separate locations with the same owners, managers, partnership, and/or corporate ownership.

Questions or Objections to RFP

Any objections to and/or formal questions about the RFP specifications must be submitted in writing to the Contract Administrator Lieutenant Jason Millican, City of Woodburn Police Department, 1060 Mt. Hood Ave., Woodburn OR 97071. They must be received no later than ten (10) City business days before the RFP closing date.

Informal questions regarding the technical aspects of this RFP may be addressed to Lieutenant Jason Millican, Woodburn Police Department, (503) 982-2345 or voice mail. Information pertaining to the Request for Proposal process may be obtained by contacting Rebecca Cortes, Executive Assistant, who may be reached at (503) 982-2359 during normal city business hours.

PART 2

TIMELINE

8/12/2019	Publication of Solicitation for Proposals
8/23/2019	Deadline for Objections or Questions on RFP
10/18/2019	Deadline for Submission of Proposals
10/21/2019	Opening of Proposals at Woodburn Police Department, 1060 Mt. Hood Ave., Woodburn, Oregon
10/25/2019	Notice of Selection
11/25/2019	Contract Award by City Council
12/1/2019	Commencement of Services
12/1/2022	Expiration of Contract

THE CITY RESERVES THE RIGHT TO MODIFY THIS SCHEDULE AT THE CITY'S DISCRETION. ALL INTERESTED PARTIES WILL RECEIVE PROPER NOTIFICATION OF CHANGES.

PART 3

SCOPE OF SERVICES

Towing services will be provided for the City of Woodburn per the terms and conditions set forth in the attached Personal Services Agreement (Attachment "A") and the Scope of Services Document (Attachment "B").

The successful contractor(s) shall provide a range of professional services including, but not limited to, responding to requests for emergency/routine towing services for the Woodburn Police Department, and routine towing services for City of Woodburn vehicles as needed. The scope of services will include providing rotational non-preference towing services, storage, and city towing services in a timely, courteous, safe, and professional manner under a multi-year contract. Towing and storage services performed by the Contractor for the City are in the interest of preserving public safety and convenience. The quality of these services is imperative to fulfillment of the CONTRACT.

The City desires to have a towing services contract in place by December 1, 2019, with a minimum service term of three years. The successful firm(s) will be fully operational at the contract start date.

PART 4

PROPOSAL CONTENT

- A.** Provide five (5) copies of the proposal to the City. The proposal shall not be more than twenty (20) pages single sided printing, or ten (10) pages double sided printing in length, exclusive of the following:
- A short cover letter
 - Executive Summary
 - Copies of Driver's License or state issued identification cards for all persons listed as owners, part-owners, partners, business associates, officers, directors, agents, principal parties, employees or contract staff Insurance Certification Documents
 - Employee Personal and Criminal History Inquiry Authorization and Release Forms

Proposals must contain and include all information and documentation listed below: The proposal shall include, as a minimum, the following items:

1. Provide the proposer information, statement of qualifications, and the company organization chart contained in Exhibits D.
2. Provide a list of all employees that would be providing services under this contract to include those providing management, supervisory and clerical duties. Indicate the position held, the duty performed, the years of experience, and any applicable training and/or certification. This information may be provided on the form contained in Exhibit D.
3. Provide four references for whom you are presently providing comparable services. Provide the name and telephone number of the person to contact as a reference. This information may be provided on the form contained in Exhibit D.
4. Provide a copy of the "Letter of Appointment" from the Oregon State Police issued to your company.
5. Provide the completed equipment/vehicle list for each category your company is proposing. This information may be provided on the form contained in Exhibit D.
6. Provide the completed facility description list for your company. The list shall include the business facility, indoor storage facility, outside storage facility, and any other facility used in providing towing services to the City. This information may be provided on the form contained in Exhibit D.
7. Provide the proposed fee schedule for each category your company is proposing by completing the form contained in Exhibit B.

8. Provide any other additional information regarding your company that would be applicable and beneficial in the evaluation process.

- B.** Status as a “Resident” or “Non-Resident” bidder under ORS 279A.120 (Required form included as “Exhibit A”)
- C.** Documentation of independent contractor status, (i.e., tax ID number, evidence of incorporation, legal status of entity providing service).
- D.** Completed Non-Discrimination Form: The successful submitting vendor agrees that, in performing the work called for by this proposal, and in securing and supplying materials, contractor will not discriminate against any person based on race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap. The submitting vendors must certify on the appropriate form that they have not and will not discriminate against a subcontractor or the awarding of a subcontract because the subcontractor is a minority, women, or SBE certified under ORS 200.055. (Required form included as “Exhibit C.”)

PART 5

EVALUATION OF PROPOSALS

The City will make a competitive based selection, with all scores based on the evaluation criteria listed below. If the City conducts interviews, then the City will use a combination of interview scores and evaluation criteria scores to make a selection. The City will establish a committee (the "Evaluation Committee") of at least three individuals to review, score, and rank proposals according to the criteria set forth below. Following the evaluation of proposals and ranking of respondent firms, the evaluation committee will determine if the respondent firms have provided responsive proposals and from the responsive proposals select the Firm that provides the "best value" to the City.

Evaluation Criteria

Overall best value to the City

- A.** Organization structure and staffing provided to perform services. (up to 20 points)
- B.** Facilities and equipment/vehicles provided to perform services. (up to 20 points)
- C.** References and performance history for comparable services in the past five (5) years. (up to 20 points)
- D.** Proposed Fee Schedule (up to 40 points)

The Evaluation Committee will rank each firm based on the sum of points awarded. The evaluation committee will base points awarded solely on the Evaluation Criteria. A maximum total score of 100 points is possible.

PART 6

SELECTION PROCESS

The City shall use the following selection process:

- A.** Following the ranking of submitted proposal information, the Chief of Police or his designee will join at least two members of the Evaluation Committee and become the “Selection Committee.”
- B.** The Selection Committee, at its sole discretion, may choose to interview selected firms prior to making their final recommendation.
- C.** The Selection Committee may engage in negotiations whose objective shall be obtaining a written agreement.
- D.** If negotiations with the highest-ranking proposer fail to proceed to agreement on Contract terms, the Selection Committee will formally terminate negotiations with that candidate, and begin negotiations with another candidate.
- E.** The Selection Committee will submit its final recommendation to the City Council for formal approval.
- F.** The City shall give The Notice of Intent to Award.
- G.** The City Council shall award the contract.
- H.** The City and the Firm will enter into a written agreement for the work.

PART 7

SUBMITTAL REQUIREMENTS

The City must receive proposals no later than **5:00 p.m. on October 18, 2019**. The City **will return** proposals received after this deadline, unopened, to the proposer. The City **will not** accept faxed or e-mailed proposals.

A. Proposal: The proposer will deliver an unbound original and five complete copies of the Proposal to the address shown below.

B. Cover Letter: A Cover Letter shall accompany the proposal and it shall state that the proposer accepts all terms and conditions contained in the Request for Proposals and the sample Professional Services Contract (attached). A legal representative of the proposer, authorized to bind the firm in contractual matters, must sign the cover letter.

C. Submit one electronic copy on disk, PDF format

Direct all correspondence pertaining to this RFP to:

City of Woodburn
Police Department
Lieutenant Jason Millican
1060 Mt. Hood Ave
Woodburn, OR 97071

Phone: 503-982-2345
FAX: 505-982-2371
E-mail: jason.millican@ci.woodburn.or.us

CONTRACT ADMINISTRATOR

The City's Contract Administrator for this contract is Lieutenant Jason Millican, Woodburn Police Department, or his designee. Lieutenant Millican can be contacted by telephone at (503) 982-2345.

PART 8

OTHER REQUIREMENTS

A. Proposal Acceptance:

Proposal shall be legally binding as an offer for a period of 60 days after the closing date. If the City has not accepted a submitting firm's proposal within sixty-(60) days from the RFP closing date, then the firm may withdraw its proposal. The contents of the Proposal will become a contractual obligation upon acceptance by the City.

B. Public Records:

All Proposals shall become the property of the City and are public records unless otherwise specified. Any information that Proposer considers a trade secret under ORS 192.345 shall be marked and highlighted as such. A bid that contains any information considered a trade secret under ORS 192.345 shall be segregated and clearly identified as such. This information shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192.

C. Clarification of Proposals

The City reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the firm's proposal.

D. Qualification Requirements:

The City shall have the right to disqualify any proposal as a result of the information gathered in its research. ***The City reserves the right to conduct background searches including a driver history and criminal background check on contractor's officers, agents, and employees on employees assigned to provide services for each category prior to execution of contracts. The Personal and Criminal History Inquiry Authorization and Release form is provided in Exhibit E for informational purposes. The City reserves the right to request the replacement of employees based on the information gathered in its search.***

E. Form of Agreement

A copy of the standard Personal Service Agreement, which the City expects the successful firm or individual to execute, is included as "Attachment A." The agreement will incorporate the terms and conditions from this RFP document and the submitted proposal.

F. Withdrawal of Proposal

At any time prior to the hour and date set for the receipt of proposals, a proposer may withdraw their proposal. Withdrawal will not preclude the submission of another proposal prior to the hour and date set for the opening of the proposal.

G. Addenda

In the event that it becomes necessary to revise any part of this Request for Proposal, addenda will be provided to all Prospective Proposers who received the original Request for Proposal document. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued not later than five (5) City business days prior to the RFP closing date. Addenda shall be signed by the same individual that signs the proposal and SHALL BE SUBMITTED with the proposal. Proposals received without properly signed addenda will be considered nonresponsive and will not be further considered for contract award.

H. Proposal Rejection

The City reserves the right:

1. To reject any or all proposals not in compliance with all public procedures and requirements
2. To reject any proposal not meeting the specifications set forth herein
3. To waive any or all irregularities in proposals submitted
4. To reject all proposals
5. To award any or all parts of any proposal
6. To request references and other data to determine responsiveness

I. Protest Process

Protests to this RFP must be in writing and must be submitted in the form and manner prescribed by the Oregon Attorney General's Public Contracting Rules and the City of Woodburn Public Contracting Rules

J. Insurance Requirements

1. The Contractor shall obtain prior to the commencement of the contract, and shall maintain in full force and effect for the term of this contract, at the Contractor's expense, a comprehensive general or commercial general liability policy, garage liability and garage keeper's legal liability, and automobile liability insurance policy for the protection of the Contractor and the City, its officers, agents, and employees. If the insurance policy is issued on a "claims made" basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the Contractor or subcontractor or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than \$1,000,000 per occurrence and

\$2,000,000 in the aggregate, or the limit of public liability contained in ORS 30.260 to 30.300, whichever is greater. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured, providing that no acts on the part of the insured shall affect the coverage afforded to the above policy, and providing the City will receive 30 days written notice of cancellation or modification of the insurance contract.

2. The obligation to provide notice to the City shall be in substantially the following language: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.
3. The Contractor will not perform any work under this contract until the City has received copies of the applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force.
4. If a contract is awarded, the successful proposer must provide a certificate of coverage at the time of contract execution, proof of insurance coverage with limits not less than those required below.
 - a) \$1,000,000 for liability for bodily injury or property damage per occurrence, (\$1,000,000 or the minimum required by the Oregon Public Utilities Commission (PUC), or the Oregon Department of Transportation (ODOT), which ever is greater when towing under authority of the City; and
 - b) Garage keepers' legal liability (for care, custody and control) per occurrence will be set at:
 - Class A -- \$ 25,000;
 - Class B -- \$ 50,000;
 - Class C -- \$100,000;
 - c) To protect against vehicle damage including but not limited to fire and theft, from the time the vehicle comes into custody and control of the operator and is hooked onto, throughout the recovery, and until it is reclaimed or sold.
 - d) Insurance for cargo transported in the amount of \$50,000 as per ORS 822.205(4).
 - e) Nothing in this section will relieve a person from maintaining insurance in the amounts and providing coverage of the type for motor carriers in the requirements of Oregon Administrative Rules 257-050 if the amounts exceed or coverage is different from that required by this section.
 - f) The contractor, its subcontractors, if any and all employers working under this Agreement/Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

- g) A certificate of insurance from the insurance carrier to the City that includes the type and amounts of coverage and provides for notification of cancellation of the Contractor's insurance is mandatory.
- h) Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured the City of Woodburn, its Officers, Agents, and Employees and those for whose conduct the City is subject to action or suit pursuant to ORS 30.265(1); and shall further provide that the policy shall not be terminated or be canceled prior to the completion of this Contract without ten days prior written notice to the City.
- i) Notwithstanding the naming of additional insured, said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
- j) Contractor shall not perform services under contract without insurance. Any lapse of insurance shall immediately remove the Contractor from providing services until such time as written proof of insurance as set forth above is provided to the Contract Administrator. Upon the second lapse of insurance, the Contractor shall be terminated for the remaining term of the contract. The adequacy of the insurance shall be subject to the approval of the City Risk Manager.

K. Conditions for Renewal:

If the City determines that it is in the City's best interest, the City may elect to extend any contract(s) awarded through this RFP for up to five (5) additional one (1) year periods subject to the following conditions:

1. Approval by the City and budget approval.
2. Service has been determined, by the Contract Administrator, to be satisfactory.
3. The rate remains firm for the additional year; adjusted only for any escalation/de-escalation allowed under the terms of the contract.
4. Agreement to extend the contract, in writing, by the Contractor after a minimum 30 day notice by the City prior to the expiration of the contract.
5. The City expects the Towing Contractor(s) to maintain at least the same ability to provide services throughout the term(s) of the contract(s). The City reserves the right, at its sole discretion, to increase or decrease Towing Service Category performance requirements to include, but not limited to, levels of required equipment, response times and other performance standards of the contract, at any time during the initial contract term and thereafter at the time of each contract renewal.

L. Price Escalation/De-escalation

1. The contractor(s) under the contract(s) will be allowed to increase or decrease prices, based upon the West Region CPI-U (Consumer price index for western states, published on a monthly basis), approved by the Contract Administrator, and in no case shall exceed 5% annually. Requests for price increases shall only be considered forty-five (45) days prior to annual contract renewal. Price decreases shall be considered at any time during the contract period.
2. Application for a price increase shall be submitted to the City of Woodburn Contract Administrator, along with documentation substantiating such increase. When the Contract Administrator has been notified in the above manner, by the contractor, that they wish to increase prices, the Contract Administrator shall have authority not to renew the contract and to re-solicit for services. All documentation of the basis for a price escalation is subject to review by the Contract Administrator, who may demand such further documentation and/or conduct such further investigation as they may deem necessary.

M. Contract Termination

1. The Contract Administrator and/or Chief of Police may immediately suspend Contractor's operations under the contract for up to sixty (60) days upon the Chief's or Contract Administrator's finding, in their sole discretion, that the Contractor has violated the terms of the contract or any violation of Oregon Administrative Rules 257-050 governing Non Preference Towing. Contractor shall be notified in writing of its suspension and the reason therefore. Prior to the completion of the suspension period the Contract Administrator or Chief of Police shall publish findings to either reinstate or terminate the contract. When the proposed suspension or termination is disputed, the Contractor shall request a hearing in writing which must be received by the Contract Administrator within ten (10) days of mailing of the proposed suspension or termination notice. Hearing on the proposed suspension or termination shall be conducted before the City Administrator or his designee within 30 days of the request for a hearing, and any action taken by the City with respect to the contract following the hearing shall be final and binding on all parties.
2. Neither notice of proposed suspension or termination nor termination shall act to relieve Contractor from any obligation to safeguard any vehicle in storage.
3. Throughout the RFP and contract documents, the term "Contractor" shall include the selected tow companies, their officers, agents, and employees.

ATTACHMENT "A" TO
Towing Services

ATTACHMENT "A"
PERSONAL SERVICES AGREEMENT
TOWING SERVICES
(SAMPLE)

THIS AGREEMENT is made and entered into as of the date first indicated on the signature page, by and between the City of Woodburn, an Oregon municipal corporation (hereinafter referred to as "CITY"), and _____, a _____ (hereinafter referred to as "CONTRACTOR").

WHEREAS, CITY needs certain professional personal services; and

WHEREAS, CITY wants to engage CONTRACTOR to provide these services by reason of its qualifications and experience; and

WHEREAS, CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein,

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 – SCOPE OF SERVICES

The Scope of Work to be performed by CONTRACTOR under this Agreement is described in Exhibit A, which is attached to this Agreement. Additionally, CONTRACTOR's proposal in response to CITY's RFP is incorporated by reference as part of this Agreement as if fully set forth.

SECTION 2 – DUTIES OF CONTRACTOR

- A. CONTRACTOR represents that it is qualified to furnish the services described in this Agreement.
- B. CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform its services.
- C. It is understood that _____ will be designated by CONTRACTOR as the person providing services to CITY under this Agreement and that this designated person shall not be replaced without CITY's approval.

SECTION 3 – DUTIES OF CITY

- A. The contact person on the Project for CITY is designated as James C. Ferraris, Chief of Police. CITY shall provide written notice to CONTRACTOR if CITY changes its contact person.

ATTACHMENT "A" TO
Towing Services

SECTION 4 – TERM

The services to be performed under this Agreement shall commence upon execution of the Agreement by both parties and be completed on or before December 1, 2019 and shall terminate December 1, 2022. Upon agreement of both parties, this Agreement may be extended annually for up to five years.

SECTION 5 – RATES

The contractor(s) under the contract(s) will be allowed to increase or decrease prices, based upon the West Region CPI-U (Consumer price index for western states, published on a monthly basis), approved by the Contract Administrator, and in no case shall exceed 5% annually. Requests for price increases shall only be considered forty-five (45) days prior to annual contract renewal. Price decreases shall be considered at any time during the contract period.

Application for a price increase shall be submitted to the City of Woodburn Contract Administrator, along with documentation substantiating such increase. When the Contract Administrator has been notified in the above manner, by the contractor, that they wish to increase prices, the Contract Administrator shall have authority not to renew the contract and to re-solicit for services. All documentation of the basis for a price escalation is subject to review by the Contract Administrator, who may demand such further documentation and/or conduct such further investigation as they may deem necessary.

SECTION 6 - PAYMENT

Payment shall be made by CITY to CONTRACTOR only for services rendered and upon submission of a payment request and CITY approval of the work performed. In consideration for the full performance of the Scope of Services set forth in Exhibit A, CITY agrees to pay CONTRACTOR on the basis of the agreed upon rates for performance of services. Payment shall be based upon the agreed rates and shall reflect any additions or deductions pursuant this agreement and the Scope of Services in Exhibit A.

SECTION 7 – RENEWAL

If the City determines that it is in the City's best interest, the City may elect to extend any contract(s) awarded through this RFP for up to five (5) additional one (1) year periods subject to the following conditions:

1. Approval by the City and budget approval.
2. Service has been determined, by the Contract Administrator, to be satisfactory.

ATTACHMENT "A" TO
Towing Services

3. The rate remains firm for the additional year; adjusted only for any escalation/de-escalation allowed under the terms of the contract.
4. Agreement to extend the contract, in writing, by the Contractor after a minimum 30-day notice by the City prior to the expiration of the contract.
5. The City expects the Towing Contractor(s) to maintain at least the same ability to provide services throughout the term(s) of the contract(s). The City reserves the right, at its sole discretion, to increase or decrease Towing Service Category performance requirements to include, but not limited to, levels of required equipment, response times and other performance standards of the contract, at any time during the initial contract term and thereafter at the time of each contract renewal.

SECTION 8– TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, The Contract Administrator and/or Chief of Police may immediately suspend Contractor's operations under the contract for up to sixty (60) days upon the Chief's or Contract Administrator's finding, in their sole discretion, that the Contractor has violated the terms of the contract or any violation of Oregon Administrative Rules 257-050 governing Non Preference Towing. Contractor shall be notified in writing of its suspension and the reason therefore.

Prior to the completion of the suspension period, the Contract Administrator or Chief of Police shall publish findings to either reinstate or terminate the contract. When the proposed suspension or termination is disputed, the Contractor shall request a hearing in writing, which must be received by the Contract Administrator within ten (10) days of mailing of the proposed suspension or termination notice. Hearing on the proposed suspension or termination shall be conducted before the City Administrator or his designee within 30 days of the request for a hearing, and any action taken by the City with respect to the contract following the hearing shall be final and binding on all parties.

Neither notice of proposed suspension or termination nor termination shall act to relieve Contractor from any obligation to safeguard any vehicle in storage.

Throughout the RFP and contract documents, the term "Contractor" shall include the selected tow companies, their officers, agents, and employees.

SECTION 9 – INTEREST OF CONTRACTOR

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

ATTACHMENT "A" TO
Towing Services

SECTION 10 – CONTRACTOR’S STATUS

It is expressly agreed that in the performance of the personal services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor, under control of CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

Section 11 – Indemnity

CONTRACTOR agrees to hold harmless and indemnify CITY, its officers and employees from and against any and all claims, loss, liability, damage, and expense arising from the negligent, or claimed negligent, performance of this Agreement by CONTRACTOR, its officers or employees. CONTRACTOR agrees to defend CITY, its officers or employees against any such claims. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of CITY.

SECTION 12 – INSURANCE

CONTRACTOR shall provide and maintain:

1. The Contractor shall obtain prior to the commencement of the contract, and shall maintain in full force and effect for the term of this contract, at the Contractor’s expense, a comprehensive general or commercial general liability policy, garage liability and garage keeper’s legal liability, and automobile liability insurance policy for the protection of the Contractor and the City, its officers, agents, and employees. If the insurance policy is issued on a “claims made” basis, then the Contractor shall continue to obtain and maintain coverage for not less than three years following the completion of the contract. The policy shall be issued by a company authorized to do business in the State of Oregon, protecting the Contractor or subcontractor or anyone directly or indirectly employed by either of them against liability for the loss or damage of personal and bodily injury, contractual liability, death and property damage, and any other losses or damages above mentioned with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate, or the limit of public liability contained in ORS 30.260 to 30.300, whichever is greater. The insurance company shall provide the City with a certificate of insurance and an endorsement thereto naming the City as an additional insured, providing that no acts on the part of the insured shall affect the coverage afforded to the above policy, and providing the City will receive 30 days written notice of cancellation or modification of the insurance contract.
2. The obligation to provide notice to the City shall be in substantially the following language: “Should any of the above described policies be cancelled

ATTACHMENT "A" TO
Towing Services

before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named"; it is not sufficient for the insurance carrier to merely "endeavor" to give notice or for the certificate to absolve the insurance carrier from obligation or liability in the event of the insurance carrier's failure to mail such notice.

3. The Contractor will not perform any work under this contract until the City has received copies of the applicable insurance policies or acceptable evidence that appropriate insurance heretofore mentioned is in force.
4. If a contract is awarded, the successful proposer must provide a certificate of coverage at the time of contract execution, proof of insurance coverages with limits not less than those required below.
 - a) \$1,000,000 for liability for bodily injury or property damage per occurrence, (\$1,000,000 or the minimum required by the Oregon Public Utilities Commission (PUC), or the Oregon Department of Transportation (ODOT), which ever is greater when towing under authority of the City; and
 - b) Garage keepers' legal liability (for care, custody and control) per occurrence will be set at:
 - Class A -- \$ 25,000;
 - Class B -- \$ 50,000;
 - Class C -- \$100,000;
 - c) To protect against vehicle damage including but not limited to fire and theft, from the time the vehicle comes into custody and control of the operator and is hooked onto, throughout the recovery, and until it is reclaimed or sold.
 - d) Insurance for cargo transported in the amount of \$50,000 as per ORS 822.205(4).
 - e) Nothing in this section will relieve a person from maintaining insurance in the amounts and providing coverage of the type for motor carriers in the requirements of Oregon Administrative Rules 257-050 if the amounts exceed or coverage is different from that required by this section.
 - f) The contractor, its subcontractors, if any and all employers working under this Agreement/Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
 - g) A certificate of insurance from the insurance carrier to the City that includes the type and amounts of coverage and provides for notification of cancellation of the Contractor's insurance is mandatory.
 - h) Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured the City of Woodburn, its Officers, Agents, and Employees and those for whose conduct the

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Towing Services

City is subject to action or suit pursuant to ORS 30.265(1); and shall further provide that the policy shall not be terminated or be canceled prior to the completion of this Contract without ten days prior written notice to the City.

- i) Notwithstanding the naming of additional insured, said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
- j) Contractor shall not perform services under contract without insurance. Any lapse of insurance shall immediately remove the Contractor from providing services until such time as written proof of insurance as set forth above is provided to the Contract Administrator. Upon the second lapse of insurance, the Contractor shall be terminated for the remaining term of the contract. The adequacy of the insurance shall be subject to the approval of the City Risk Manager.

6. All insurance shall:

- a) Include CITY as an additional insured with respect to this Agreement and the performance of services in this Agreement.
- b) Be primary with respect to any other insurance or self-insurance programs of CITY.
- c) Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance provided to CITY.
- d) No changes in insurance may be made without the written approval of CITY.

SECTION 13 – NON-ASSIGNABILITY

Both parties recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

SECTION 14 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of same or of any other term, covenant, condition, ordinance or law

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or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money, which may become due hereunder, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement of any applicable law or ordinance.

SECTION 15 – STATE PUBLIC CONTRACT PROVISIONS

All requirements of ORS Chapters 279A, 279B, and 279C including but not limited to the following, as applicable, are incorporated herein by reference.

1. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Contract as such claim becomes due, City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized above shall not relieve the Contractor or its surety from its obligation with respect to any unpaid claims.
2. Contractor and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors, if any, complies with these requirements.
3. Contractor shall, upon demand, furnish to the City, written proof of workers' compensation insurance coverage. Contractor is required to submit written notice to the City thirty (30) days prior to cancellation of said coverage.
4. Contractor shall use recyclable products to the maximum extent economically feasible in the performance of the contract.
5. Contractor is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to any payments made under this Contract.
6. Contractor agrees and certifies that it is a corporation in good standing and licensed to do business in the State of Oregon. Contractor agrees and certifies that it has complied and will continue to comply with all Oregon laws relating to the performance of Contractor's obligations under this Contract.
7. Contractor shall:
 - a. Make payment promptly, as due, to all persons supplying to the Contractor labor and material for the prosecution of the work provided for in the contract documents;

ATTACHMENT "A" TO
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- b. Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
 - c. Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished; and
 - d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
8. The Contractor shall promptly as due, make payment to any person, co-partnership or association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employee of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or Agreement for the purpose of providing or paying for such service.
9. The CONTRACTOR shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29USC201 et. seq.).
10. An employer must give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
11. Contractor will comply with ORS 279.835 et seq. in the procurement of products and services from a nonprofit agency for disabled individuals.
12. Goods and services provided under the Agreement shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.
13. City's performance under the Agreement is conditioned upon Contractor's compliance with the obligations intended for Contractors under 279B.230 and 279B.235, and the provisions of: (i) Title VI and VII of the Civil Rights Act of 1964; (ii) Section 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336); (iv) the Oregon Pay Equity Act (ORS 652.220); and (v) ORS Chapter 659, and all amendments of and regulations and administrative rules established pursuant to those laws, which are incorporated into the Agreement by reference.

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SECTION 16 – NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

TO CITY:

TO CONTRACTOR:

City of Woodburn
Police Department
James C. Ferraris, Chief of Police
1060 Mt. Hood Ave.
Woodburn, OR 97071

SECTION 17 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated Agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR

SECTION 18 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement the day and year written.

CITY OF WOODBURN:

CONTRACTOR:

By: _____
City Administrator

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
BIDDER/PROPOSER RESIDENCY STATEMENT

Pursuant to ORS 279A.120, Oregon's Reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/proposer". A "Non-resident Bidder/proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/proposer" as stated above.

1. Bidder/Proposer IS IS NOT a "Resident Bidder/proposer" as set forth above.

2. If a Resident Bidder/Proposer, enter your Oregon Business address below:

3. If a Non-resident Bidder/Proposer, enter state of residency:

Bidder/Proposer/Proposer hereby certifies that the information provided is true and accurate.

Signature: _____

Date: _____

Printed or Typed Name: _____

Title: _____

Firm: _____

Telephone: _____

Attachment “B”
TOWING SCOPE OF SERVICES

The towing services to be provided for the City of Woodburn by the CONTRACTOR include, but not limited to, responding to requests for emergency/routine towing services for the Woodburn Police Department, and routine towing services for City of Woodburn vehicles as needed, and as defined below:

SECTION 1 – DEFINITIONS

After Business Hours:

- A. Monday through Saturday from the time of 1800 to 0800
- B. the following designated legal holidays:
 - 1. Each Sunday
 - 2. January 1
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Labor Day
 - 6. Thanksgiving Day
 - 7. Christmas Day
 - 8. The date designated by the Federal Government as the Federal legal holiday, each time a holiday listed in this section falls on a Saturday or a Sunday.
 - 9. December 24, from 1200 to 1800
 - 10. December 31, from 1200 to 1800

City: Shall include the City of Woodburn, its Police Department, its officers and agents.

City Tow: Any tow of a City-owned vehicle.

Contract: the Contract awarded from this RFP

Contract Administrator: Police Officer identified to administer the CONTRACT on behalf of the City of Woodburn.

Contractor: The business entity named above, together its officers and employees.

Description of Vehicle: Includes license number, issuing state, make, model, year, body style, color and vehicle identification number (VIN).

Drop Fee: The fee assessed when a vehicle is released to the registered owner/owner’s agent, prior to completion of the hookup.

Gate Fee: Fee assessed for release of vehicle or reclaiming personal property during “After-Business hours.”

Hold: An order by any police officer restricting access to both the towed vehicle and its contents pending completion of an investigation.

Next Up: the next towing contractor in rotation to be dispatched.

Non-Preference Private Tow: When the person in charge of the vehicle that requires a tow or road service has no preference as to which tow company is dispatched.

METCOM: Marion Area Multi Agency Emergency Telecommunications

Owner: The person in whose name a vehicle title is registered or the person who has the right to possession of the vehicle.

Penalty Tow: Any tow or storage request by the Police Department for any vehicle in custody pursuant to a violation of Oregon traffic laws, which requires authorization from the Police or a Court before release to any claimant.

Personal Effects: Property within a vehicle that is not bolted, fastened, snapped, or otherwise attached to the vehicle.

Preference Private Tow: When the person in charge of the vehicle that requires a tow or road service has indicated a preference as to which company provides the service.

Police Tow: Any tow or storage request by the Police Department for any vehicle in police custody subject to seizure, abandoned vehicle, pursuant to legal process or stored for the Department, which requires authorization from the Police or a Court before release to any claimant.

Release: A document issued by the Police Department authorizing the Contractor to release the vehicle and personal property to the person named.

Road Service: When assistance is rendered to a non-City vehicle but the vehicle is not towed. (Road service of City vehicles is part of Towing Services.)

Towing Services: Services performed by Tow Contractors as set forth in this CONTRACT, including all types of vehicle towing, winching and recovery, dollying, disabling drive lines, securing unstable loads, and clean up at accident scenes as required by ORS 822.225. On a City-vehicle, towing services also includes road service calls, including tire changes, jump starts, and winch outs.

SECTION 2 - REQUIRED SERVICES

- A. The Contractor(s) agrees to furnish towing, storage, and other related services as set out below when requested to do so by the City, or when requested to do

so by the City on behalf of the vehicle owner or person in possession of the vehicle and the City agrees to call or cause the Contractor to be called for such towing services subject to the following scope of services.

- B. Tow Contractor recognizes and agrees that strict adherence to all terms and conditions of this Tow CONTRACT, the rules and directives of the CONTRACT Administrator and the Agencies, and the laws of the City, County and State or Federal governments which are material to the performance of this Tow CONTRACT, is in the public interest and of the utmost importance to the City, and that any violation thereof may cause extreme inconvenience and hardship to the City. Failure to abide by all rules, directives, laws and all terms and conditions of this Tow CONTRACT may result in the City's, acting through the CONTRACT Administrator, exercising their rights to terminate this CONTRACT or impose remedies under the CONTRACT.
- C. The Contractor(s) shall possess, and maintain throughout the duration of the CONTRACT, a valid Letter of Appointment issued in accordance with Oregon Administrative Rule 252-050 by the Oregon State Police for placement on their Non-Preference Towing list. If at any time the Letter of Appointment issued by the Oregon State Police expires, is suspended, revoked, or made invalid for any other reason, the Contractor shall immediately notify the City's Contract Administrator. This situation may result in CONTRACT termination.
- D. Contractor(s) shall perform all tows in a safe and courteous manner and shall not negligently cause damage to the persons or property of others in performance of the CONTRACT.
- E. Contractor(s) shall save, defend and hold harmless the City from any and all claims, whether the same be founded or not, arising from or alleged to have arisen from the performance of this CONTRACT, except those claims arising from the sole negligence of the City.
- F. Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the CONTRACT. Contractor(s) shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background check including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor(s) shall remove employees from providing services to the City. Contractor(s) shall notify City when a new employee provides services to the City.
- G. Upon City Request, Contractor(s) shall remove an employee from providing services to the City when the City, in its sole discretion, determines such removal would be in the best interest of City or for any one or more of the following reasons:
 - 1. The employee has been convicted of any felony in the 10 years preceding;
 - 2. The employee has been convicted of any misdemeanor involving assault, sex crimes, drugs, prostitution or weapons in the 10 years preceding;

3. The employee has a felony conviction involving physical harm or attempted physical harm to a person, regardless of when the conviction occurred;
 4. During the 5-year period preceding CONTRACT service, the employee has been convicted of:
 - a) Any traffic crime, including but not limited to: Driving under the Influence of Intoxicants, Reckless Driving, Attempt to Elude a Police Officer, or Failure to Perform the Duties of a Driver; or
 - b) Misdemeanor theft.
 - c) Crimes involving vehicles or vehicle parts, or trafficking in stolen goods.
 5. During the 5-year period prior to CONTRACT service, the employee had greater than 10 traffic infractions as defined in ORS 801.557; greater than five serious traffic violations as defined in OAR 735-063-0360; greater than five motor vehicle accidents that are required to be reported to the Oregon Department of Motor Vehicles pursuant to ORS 811.720; or, greater than five of any combination of serious traffic violations or motor vehicle accidents as provided above;
 6. During the 10-year period preceding CONTRACT service, the employee's driving privileges were suspended or revoked by any governing jurisdiction as a result of a driving-related incident;
 7. The employee has more than three traffic violations of any kind within the previous 12 months from the date of initial CONTRACT service;
 8. The employee does not have at least 2 years' worth of continuous driving experience in a United States jurisdiction immediately prior to the date of CONTRACT service;
 9. The employee is less than 21 years old; or
 10. The employee is unable to obtain car insurance for any reason.
 11. DMV records will be reviewed by the Contract Administrator or designee on behalf of the City. If a person's DMV record does not meet the minimum Contract standard, an "intent to deny" notice will be sent describing the reason for the denial and providing an opportunity for the applicant to provide additional information.
 12. Criminal history records will be reviewed by the Contract Administrator or designee on behalf of the City. If a person's criminal history does not meet the minimum CONTRACT standard, an "intent to deny" notice will be sent describing the reason for the denial and providing an opportunity for the applicant to provide additional information.
- H. Contractor(s) shall not interfere with other Contractors performing towing services for the City.
- I. Contractor(s) agrees to conduct all its affairs in conformance with all federal and state anti-trust and trade regulations and laws, including but not limited to: ORS 646.010 et seq (Anti-Pricing Discrimination), 646.605 et seq (Unlawful Trade Practices), 646.705 et seq (Anti-trust Law), and Title 15 United States Code. Contractor shall keep and maintain a current City of Woodburn business license.

Contractor(s) shall abide by all other city, state, and federal laws, including but not limited to towing and criminal laws.

- J. Contractor(s) may not solicit tows at the scene of an accident. However, anyone may render assistance without charge at the scene of an accident to clear a public street or highway.
- K. Contractor(s) shall provide service twenty-four (24) hours a day, seven (7) days a week. Staffing Requirements. Tow Contractor will maintain on staff the following personnel at all times during the term of this Tow Contract:
 - L. An attendant will be on duty at the Tow Contractor's primary storage facility during regular business hours, except Agency holidays and after 1200 on New Year's Eve and Christmas Eve. On duty means physically present and available by telephone at the primary storage facility.
 - M. Tow Contractor will maintain at least one registered tow driver on-call at all times the Tow Contractor is on rotation. The on-call tow driver is to respond to Contract towing requests as the first priority.
 - N. Tow Contractor will retain on staff a number of qualified drivers, registered with the City, sufficient to maintain at least one on-call driver at all times.
 - O. All persons driving tow trucks in the process of transporting property owned by others are required to maintain a valid driver's license issued by their state of residence, for any given class of vehicle. The Contract Administrator reserves the right to request proof of proper license at any time.
 - P. Tow Contractor will have a tow dispatcher or service available for contact at all times.
 - Q. Contractors will establish and enforce a dress code and hygiene standard applicable to staff at all times when on duty under the Tow Contract. Dress code must include a uniform of the Contractor's choice and closed-toe work shoes.
 - R. All tow drivers must wear reflective clothing, that meets ANSI/OHSA standards for visibility, whenever hooking a vehicle or providing road service
 - S. Contractor(s) shall not subcontract its work under this CONTRACT, in whole or in part. The only exception would be under Category II when Contractor(s) may request assistance but must remain the primary recovery vehicle.
 - T. When the Contractor(s) is called to perform services under this contract, the Contractor(s) will indicate whether Contractor(s) is available to perform the tow. Contractor(s) shall be deemed available when:
 - 1. Contractor has a truck and driver free to be immediately sent to the location of the requested tow.
 - 2. Contractor has adequate storage space to accommodate the vehicle.
 - U. When the Contractor(s) is called to perform services, the Contractor(s)
 - 1. Shall immediately clear any blocked roadway as directed by Woodburn Police Department.
 - 2. May then obtain necessary information from officers or involved parties.
 - 3. Shall not negotiate at the tow scene for:
 - a) Fees
 - b) Releases
 - c) Financial responsibility
 - d) Time or storage charges

- V. Upon direction of Woodburn Police Department, Contractor will tow vehicles for accommodations of public utility work, parades or street closures, street construction, for actual or threatened riot or civil disorder, for snow situations, and/or emergency situations.
- W. A vehicle may be towed for parking violations only if the word "TOW" appears on the parking citation or the vehicle is clearly identified by a tag with the word "TOW."
- X. The Contractor(s) agrees to process and record the status, condition, and disposition of all vehicles towed under the CONTRACT, and upon demand of the City, Contractor shall release said records to the City. Records shall be retained in Contractor's business office for a period of two (2) years.
- Y. The Contractor(s) further agrees that towing service includes the removal of all dirt, glass, and other debris upon the street, sidewalk, or private property attributable to the vehicle being towed or resulting from the tow. That will include all vehicle parts associated with that vehicle.
- Z. The CONTRACT does not require the Contractor(s) to clean up any hazardous spills or materials. The City will take reasonable steps to notify the Contractor(s) when it knows that there has been a release of hazardous substances at a tow site.
- AA. Parties responsible for towing and storage charges shall be:
 - 1. City shall pay all towing and storage charges for all "City Vehicle Tows". City shall not be liable for inside storage fees unless the City has directed such storage.
 - 2. City shall pay all towing charges and storage charges up to and including the date of authorization for release to the owner of all "Police Tows", except charges for recovered stolen vehicles and abandoned vehicles will be the total responsibility of the owner. The City may pay storage charges, at the contracted rate, where a recovered stolen vehicle is held for evidence processing. The owner shall be responsible for all storage fees accrued after City authorization for release, and those fees shall be at the Contractor's normal contracted rate.
 - 3. In a Penalty Tow and Police Tow where a court of law determines that the owner of the vehicle is not responsible for the payment of towing and/or storage charges, the Contractor(s) shall release the vehicle and its contents without charge to the owner and the City will pay the City contracted rates to the Contractor(s). If the vehicle has already been released and the City is ordered to reimburse the owner, the Contractor(s) shall reimburse the City for all charges that exceed the City contracted rates.
 - 4. In all other cases, towing and storage charges, shall be paid as follows:
 - a) If the vehicle is claimed, regardless of the value of the vehicle, the owner or other claimant shall pay the CONTRACT Towing and storage rates prior to release of the vehicle, unless owner has made other arrangements pursuant to law.
 - b) If the owner has not claimed the vehicle within 15 days of being towed, then the contractor(s) shall cause the vehicle to be

released/disposed of in conformance with ORS 819.110 - .215 and all other applicable rules. The City will provide the contractor with the name and address/s of the registered owner and any known interested parties at the time of the tow. The Contractor(s) shall be responsible for making ALL notifications listed under ORS 819 and applicable Oregon Administrative Rules and shall keep copies of all such notices for a period of seven years. Upon request by the City, the Contractor(s) shall provide the City copies of such notices.

- BB. RESERVATION OF RIGHTS BY CITY: The City reserves the right to call other towing companies other than Contractor(s) if City, in its sole discretion, determines immediate additional service is needed. The City reserves the right to inspect Contractor's facility and equipment, and conduct background investigations to include a driver history and a criminal background check on the Contractor's officers, agents, and employees at any time during the term of the CONTRACT.

SECTION 2.1 TOW CATEGORIES I, AND II (Descriptions, Equipment, and Rates)

- A. Category I - On a rotational basis, the Contractor(s) shall tow, upon City request, any Penalty Tow, Police Tow, City Vehicle Tow, or Non Preference Tow as defined in Section 1 and up to 26,000 GVWR. The term "Vehicle" shall include vehicle equipment and accessories.
- B. Category I Equipment - Contractor(s) shall maintain a minimum of two (2) operable tow trucks of a Class A or larger rating. (One of the tow trucks must be at least seventeen thousand (17,000) pounds gross vehicle weight rating (GVWR) with dual wheels) and one (1) Class B or larger rating. (One (1) Class A and One (1) Class B could qualify a firm)
- C. Each Class A tow truck will have, as a minimum, the following specifications:
- At least ten thousand (10,000) pounds manufacturer's gross vehicle weight rating (GVWR).
 - Capacity for towing and recovery operations for passenger cars, pickup trucks up to $\frac{3}{4}$ ton size unloaded, small trailers or equivalent vehicles weighing less than 10,000 pounds GVW.
 - Class A trucks may be wheel-lift, eagle-claw, easy loader, rollbed or sling trucks.
- D. Each Class B Tow truck will have, as a minimum, the following specifications:
- At least nineteen thousand (19,000) pounds manufacturer's gross vehicle weight rating (GVWR).
 - Capacity for towing and recovery operations for medium sized trucks, trailers, motor homes less than 25 feet in length or equivalent vehicles in excess of 10,000 pounds GVW, but less than 26,000 pounds GVW.
 - A minimum ten (10) ton boom rating.
 - Class B trucks may be either wheel-lift or under lift trucks with frame forks having a minimum lifting capacity of six thousand (6,000) pounds.

- E. The contractor(s) shall not share these tow trucks with any other towing company or business. Contractor(s) shall comply with all equipment and inspection requirements of Oregon Administrative Rules 257-050.
- F. Category I Abandoned/Junk– Contractor(s) shall tow, upon City request, Category I abandoned/junk vehicles that have been parked or left standing upon any public way for a periods in excess of 24 hours without authorization and junk vehicles parked on public or private property without authorization by statute or local ordinance. If the Contractor for any reason cannot perform the tow, the Next-up Contractor(s) shall be dispatched.
- G. Category II – Contractor shall tow, upon City request, any Class C Penalty Tow, Police Tow, City Vehicle Tow or Non-Preference Tow vehicle as defined in Section 1 that exceeds 26,000 GVWR. The term "Vehicle" shall include vehicle equipment and accessories. Primary contractor shall be offered the tow. If primary contractor declines the tow or for any reason cannot perform the tow, the alternate contractor shall be offered the tow.
- H. Category II Equipment - Contractor shall maintain a minimum of one (1) operable tandem axle tow truck of a Class C (44,000 GVWR) or larger rating. The contractor shall not share this tow truck with any other towing company or business. Tow Contractor(s) additional trucks will be tandem axle trucks with, the following minimum specifications:
 - a. At least twenty-six thousand (26,000) pounds manufacturer's gross vehicle weight rating (GVWR).
 - b. Capacity for towing and recovery operations for large trucks, trailers, motor homes greater than 25 feet in length or equivalent vehicles weighing more than 20,000 pounds GVW.
 - c. A minimum twenty-five (25) ton boom rating.
 - d. A single axle truck of at least thirty-three thousand (33,000) pounds GVWR, may qualify as supplemental Class C equipment if equipped with an underlift with a minimum ten thousand (10,000) pounds extended rating and air brake capability.
- I. Contractor shall comply with all Class C recovery vehicle equipment and inspection requirements of Oregon Administrative Rules 257-050.
- J. Rates - Category I & II: Contractor(s) will only charge the City or the Owner the rates as per the CONTRACT(s) awarded under this RFP. No additional administrative fees, hidden fees, or other fees not listed per the CONTRACT will be charged. The lowest price required by the vehicle size (Class A,B,C,) or condition will be charged. For example, if a Class B rated truck is used to tow a vehicle, which could be towed by a Class A rated truck, the lower Class A price will be charged. Costs for additional services performed not required by the situation also will not be charged. For example, if dollies are used when not necessary or if indoor storage is provided when not required. Class A tow is under 10,000 gross vehicle weight rating (GVWR) of the vehicle being towed; Class B tow is from 10,000 - 26,000 GVWR of the vehicle being towed; Class C tow is over 26,000 GVWR of the vehicle being towed.
- K. Hook-Up – Hook-up occurs when a Contractor attaches to a vehicle in preparation for towing. A vehicle will be considered "Towed" once it has been

hooked-up. No additional fees for hook-up are allowed beyond the normal Tow charge.

- L. Recovery - A per hour rate shall be the same as the base rate for the class vehicle, to be charged in quarter hour intervals after the first hour. Recovery rates are for winching or turning over any vehicle which may be off a normal roadway, requiring the Contractor(s) to use additional vehicles, lengths of cable, air recovery cushions, chokers, slingers, shackles, snatch blocks, and additional chains other than required in a normal tow procedure. Recovery time ends when the tow is hooked up. When this charge is made, the beginning and the ending times shall be written on the invoice. These rates apply if a tow apparatus responds to the scene and hooks onto a vehicle, whether or not the vehicle is towed.
- M. Storage - These charges are based on any part of a twenty-four (24) hour calendar day.
- N. After Hours Release Charge - Can be charged any time an owner requests access to their vehicle after normal business hours (Monday thru Friday 8:00 AM to 5:00 PM excluding holidays).
- O. Billings - Only billings for towing and storage, in which the Contractor has included all required information and are authorized under the CONTRACT, shall be paid. Billings shall include license number, issuing state, make, model, year, body style, class of tow, and incident number. In the absence of a license plate, the vehicle identification number shall be supplied. All writing on billings must be legible. Billings, which fail to comply with the CONTRACT, shall be returned for correction prior to any payment being made.
- P. Rates – Category I Abandoned/Junk : Contractor(s) will only charge the Owner the rates as per the CONTRACT in the event the owner claims the vehicle. Refer to 2.1 (F) for rate descriptions.

SECTION 3 ROTATIONAL LIST

- A. All tows under the Category I CONTRACTOR(s) shall be dispatched on a rotating basis among all Contractors. A City of Woodburn "Category I" Tow list will be maintained by METCOM. When a tow is requested under the CONTRACT, the City will contact METCOM and advise that a "City CONTRACT tow" is requested. The location of the vehicle, and a vehicle description will be provided to the Contractor(s) answering service. Each towing request shall include license number, issuing state, make, model, year, body style, color and the location of said vehicle. In the absence of a license plate, the vehicle identification number shall be supplied.
- B. The "next-up" Contractor on the rotational list will be dispatched from the Category I list. When the "next-up" Contractor responds that they cannot handle the call they will lose their place in rotation, and METCOM shall call the next tow company in the rotation.
- C. The Contractor initially dispatched will get all tows from the original incident dispatch, including those requested within one hour for the same incident, unless the tow company notifies METCOM that they cannot handle further tow(s).

- D. A tow cancellation occurs when prior to any actual services being rendered at the scene the City cancels a Contractor from a previously dispatched tow. No fee will be allowed for tow cancellations. Notification of cancellations shall only be accepted from the City. The cancelled Contractor will be placed "next up" in the rotation. Tow cancellations will only be validated for the involved Contractor.
- E. Non-Exclusive Contract – Contractor(s) understands and acknowledges that the CONTRACT is non-exclusive and that the City reserves the right to enter into a CONTRACT for towing services with any person or entity who is capable of meeting the specifications and conditions of this CONTRACT in its entirety. Should the City exercise such right, Contractor(s) shall cooperate with such other Contractor(s), and shall abide by the dispatch procedures stated previously.

SECTION 4 – CONDITIONS

- A. Contractor(s) shall obtain and maintain a current City of Woodburn business license.
- B. Contractor(s) shall provide to City the name and contact telephone number of the person assigned to respond to requests by City for information or complaints. Contractor(s) shall have at least one telephone line for the Police Department to contact tow dispatch.
- C. In addition to any other inspection requirements contained herein, Contractor(s) shall permit Police Department to conduct, at no cost, one or more inspections per year of all of its tow trucks, equipment, and storage area. Such inspections may be without notice, during Contractor's regular business hours.
- D. The Chief of the Woodburn Police Department may issue rules and directives not inconsistent with this RFP and Tow CONTRACT. Contractors shall be issued copies of these rules and directives; such rules and directives shall be incorporated into and become effective as part of the Tow CONTRACT.

SECTION 5 PERFORMANCE

- A. Contractor(s) shall perform all tows in accordance with the standards of performance prescribed herein.
- B. Contractor(s) shall perform all tows in a safe manner and shall not negligently cause damage to persons or property of others while providing towing or storage service pursuant to this CONTRACT.
- C. Contractor(s) shall not interfere with or injure the CONTRACT rights of any other contractor for towing service with the City.
- D. Contractor(s) shall not subcontract or assign any towing or storage service to be performed without obtaining the prior written consent of the City.
- E. Contractor(s) shall train employees in the proper use of equipment necessary to clean up the usual debris at accident scenes, as required by ORS 822.225.
- F. Contractor's tow dispatch shall be capable of communicating with Contractor's towing trucks at all times.
- G. Except as modified by this CONTRACT, Contractor(s) agrees to continuously comply with the requirements set forth in ORS 815.020 and 822.200 – 822.235.

SECTION 6 EQUIPMENT & INSPECTIONS

- A. All tow trucks used for towing under this CONTRACT shall be equipped and maintained as follows:
1. Clearly and permanently identified on each side with the Contractor's name in letters not less than three (3) inches high.
 2. Not display advertising for any business other than the Contractor's, without Contract Administrator approval.
 3. Display at least one light mounted behind the cab of the tow truck, which is capable of illuminating the area of the tow under foggy or darkened conditions.
 4. Display a four-way flashing system, including one flashing amber light or other color prescribed by State law of not less than five inches in visible area front and rear.
 5. Be outfitted with an FCC licensed two-way radio pursuant to Part 93 FCC regulations (citizens band radios not acceptable) or cellular phone.
 6. Upper and lower lights mounted behind the cab of the tow truck capable of illuminating the area of the tow scene under conditions of poor visibility.
 7. Portable auxiliary brake lights, emergency flasher, turn signal, and taillight with protective pads/covers to prevent paint damage, for use on towed vehicles.
 8. A clearly audible warning alarm, designed to sound when the tow vehicle is shifted into reverse to signify that the vehicle is backing.
 9. Tires, adequate in size and rating for the size and weight of the tow truck, with not less than 3/32nds inch of tread and mounted on rims secured with the manufacturers required number of lug nuts.
 10. Be outfitted with a dolly for the purpose of towing motor vehicles where the use of such device is necessary to avoid damage to the towed vehicle on all trucks under 12,500 lbs. GVW. Dolly tires will be in good condition have not less than 3/32nds inch of tread.
 11. Be outfitted with all other equipment required by State and Federal law, including but not limited to special lighting requirements of ORS 816.280.
 12. Contractor(s) shall have at least one special device designed for the proper towing or transporting of motorcycles.
 13. All tow trucks and equipment used under this CONTRACT shall be maintained in good working condition and shall be kept clean.
- B. All tow trucks shall carry:
1. Signs required by the Oregon Department of Transportation pursuant to ORS 815.070 AND ORS 822.220;
 2. At least six (6) flares of other emergency reflective devices;
 3. One snatch block for each towline;
 4. Wheel chocks;
 5. One portable dolly or its equivalent for hauling vehicles that are not tow able;

6. One pinch bar for Class A tow trucks; two pinch bars or equivalent devices for Class B and C tow trucks, which shall be one flattened, one tapered, one 3-foot and one 4-foot. Pinch bars shall have a minimum diameter of 3/4 –inch;
 7. Tools and equipment for providing minor repairs, including tire changing equipment, jumper cables and gasoline can or other gasoline transfer device;
 8. An assortment of trailer ball hitches to fit most types of trailers.
 9. No less than one fire extinguisher with an Underwriter’s Laboratory rating of at least 10B:C units,
 10. One broom, 10 pounds of grease and fluid absorbent material, one shovel, and one container for usual debris at accident scenes.
 11. Carry equipment capable of providing polarity protected vehicle starting, tire changing equipment, and tow cable at least 100ft. in length.
- C. All Class A vehicles will be equipped as set forth above and, in addition, carry other equipment as follows:
1. At least 100 feet of wire rope with a safe working limit of at least 3,500 lbs. as established by the American Society of Mechanical Engineers. All wire rope will be in good condition, free of flat spots and frays.
 2. Tools and equipment for providing minor repairs, including:
 - i. Tire changing equipment, including a tire wrench and vehicle jack;
 - ii. Jumper cables;
 - iii. Gasoline can or other gasoline-transferring device.
 - iv. Tow dolly, and all equipment for securing a vehicle on the dolly. Dolly tires will be in good condition and have not less than 3/32nds inch of tread.,
 - v. Dual tires on the rear axle or duplex type tires, also referred to as super single, with a load rating that is comparable to dual tire rating.
 - vi. Six ton boom rating dual or single boom with dual or single winches to control a minimum of one service cable.
 - vii. Trailer ball hitches to fit all conventional trailers.
 3. For the purposes of this Tow Contract, rollbeds are considered Class A vehicles, regardless of GVWR and must be equipped as a Class A truck with the following exceptions:
 - i. Rollbeds will have at least 35 feet of wire rope.
 - ii. Rollbeds will not be required to carry dollies.
 - iii. Rollbeds may be approved for transport of more than one vehicle if equipped with a wheel-lift and portable auxiliary brake lights, emergency flasher, turn signal, and tail
 - iv. light with protective pads/covers to prevent paint damage, for use on towed vehicles.
- D. All Class B vehicles will be equipped as set forth in 3.34.6 above, and, in addition, will carry:
1. A minimum of 100 feet of wire rope at least seven-sixteenths (7/16) inch in diameter. All wire rope must be in good condition, free of flat spots and frays.

2. Appropriate tools and equipment for removing and replacing a driveline.
- E. All Class C vehicles must be equipped as set forth in 3.34.6 above, and, in addition, will be equipped as follows: (During the term of this contract, Class C requirements may be moved to a separate Class C only contract.)
 1. A minimum of 150 feet of wire rope, at least five-eighths (5/8) inch diameter. All wire rope must be in good condition, free of flat spots and frays.
 2. Air brakes and an air system capable of supplying air to the towed vehicle.
 3. Appropriate tools and equipment for removing and replacing a driveline.
- F. For each Class C tow truck, Tow Contractor will show current evidence of having passed an annual safety inspection by the Oregon State Police, Oregon Department of Transportation or other equivalent organization.
- G. Class C Tow Contractors will demonstrate compliance with Federal Motor Carrier Safety Regulations, including:
 1. General Driver Qualifications (391.11)
 2. Physical Qualifications for Drivers (391.41)
 3. Equipment Inspection and use of Pre-trip by driver (392.7)
 4. Inspection, Repair and Maintenance in its entirety. (396.3)
- H. Class C Tow Contractors will demonstrate compliance with Oregon Revised Statutes (ORS), including:
 1. Class of Licenses (807.031)
 2. Kinds of Endorsements (807.035)
 3. Driving While Suspended (811.175)
 4. Criminal Driving While Suspended (811.182)
- I. Class C Tow Contractors will demonstrate compliance with all Oregon Department of Transportation Motor Carrier Enforcement Division permit requirements and attachments, including:
 1. Division 75, Mobile/Modular Homes and movement of such,
 2. Division 76, Tow permits for Class B and Class C wreckers,
 3. Division 82, Heavy Haul for Landoll Requests or Equipment.
- J. The Contractor(s) agrees that all tow trucks used in performance of this CONTRACT shall be inspected annually by authorized inspectors from Fleet Sales West, LLC. (FSW) or an equally qualified firm mutually agreed upon by the Contractor and the City.
 1. The inspection shall include all equipment and standards listed in Section 6 herein.
 2. Once Completed by FSW or other inspector as agreed to by the parties the form will be provided to the Contract Administrator
 3. The costs for annual inspection will the responsibility of the contractor
 4. Failure to have tow trucks used in performance of this CONTRACT annually inspected may be cause for CONTRACT termination.

SECTION 7 PROHIBITIONS

Neither Contractor(s) nor any of Contractor's employees or agents shall:

- A. Make a false statement of a material fact, or omit disclosure of a material fact in the application for the CONTRACT or in connection with the performance thereof.
- B. Monitor the police radio for profit or gain.
- C. Solicit information as to accident locations by payment of any form of gratuity.
- D. Solicit those at the scene of an accident. However, Contractor(s) may render assistance without charge at the scene of an accident to clear a public street or highway, or provide other safety or humanitarian assistance.
- E. Either expressly, by implication, or by any statement or action, make any false statement of representation or approval by any business or organization.
- F. Require performance of repair work on a vehicle involved in an accident or breakdown in connection with providing towing service for such vehicle pursuant to this CONTRACT.
- G. Make any repairs or alterations to a vehicle without first being authorized by the registered owner, an authorized insurance company, or their authorized agent. This shall not be construed to prohibit Contractor(s) from making emergency alterations necessary to permit the towing of such vehicle.
- H. Tow a vehicle, which is occupied by any person, except as specifically directed by a police officer.
- I. Charge for service not performed or make duplicate charges for the same service or charge any fee in excess of those permitted by this person.
- J. Use profane or obscene language offensive to any customer, motorist, or other person.
- K. Be discourteous or abusive to any customer, motorist, or other person.
- L. Remove parts, property, or any other thing from a vehicle except as permitted by the inventory procedure described herein or as directed by law enforcement.
- M. Contractor(s) shall not require any owner/owner's agent to sign any statement or document relieving Contractor from liability for the condition of the vehicle or its personal effects prior to owner's/owner's agent's inspection of the vehicle or personal effects.
- N. Contractor(s) shall not use information obtained through performance of this Tow CONTRACT to interfere with Police Department or its officers. Contractor may have access to and become aware of information that involves the pursuit, apprehension, and prosecution of criminal suspects and/or is of a confidential or sensitive nature. Contractor shall not disseminate any such information to anyone except as provided by this Tow CONTRACT.
- O. Contractor(s) shall not drive any vehicle towed under this Tow CONTRACT, except in Contractor's storage facility, and then only for purpose of repositioning the vehicle for storage.
- P. Contractor(s) shall not negotiate release or assignment of vehicle to customer at an accident scene.

SECTION 8 DISPATCHING PROCEDURE AND RESPONSE TIME

- A. Contractor(s) shall respond to all tow requests dispatched by the City and shall be available to provide towing and/or storage service twenty-four (24) hours a day, seven (7) days a week.
- B. Class I Tows - Except in the case of non-hazardous/non-urgent vehicle tows, as determined by the City, Contractor(s) tow vehicle shall arrive prepared to provide service at the service scene not more than twenty (20) minutes after delivery of tow request by City.
- C. Class II (Heavy-duty) wreckers shall be allowed a longer time in which to respond, but shall be dispatched expeditiously by the Contractor. Expedited Tow Request: If a Police Officer requests an Expedited Tow from a location the CONTRACTOR is permitted limited and necessary use of overhead lights, horn, flashers and hand signals in order to alert other drivers of frequent lane changes or other unexpected maneuvers. Tow trucks are not authorized as emergency vehicles. When the Tow Contractor receives an Expedited Tow Request the Tow Contractor is to proceed safely, but expeditiously while obeying all traffic laws.
- D. Routine Response: For most dispatches, including all tows dispatched with no special instructions, Tow Contractor will arrive at the tow scene, with suitable personnel and equipment, within twenty (20) minutes from the time Tow Contractor receives the tow dispatch from METCOM. When responding to this type of request, Contractor will obey all traffic laws. If the Contractor is having difficulty reaching the tow scene due to traffic back up, the Contractor may use overhead lights for the last block in order to get through traffic. It is also appropriate to operate overhead lights when maneuvering into position for hookup.
- E. Special Response Request: A tow request requiring escort by a police vehicle.
- F. Class I abandoned/junk vehicle, the Contractor(s) may have up to two (2) hours to perform the tow, however all such tows must be completed by 4:30 p.m. on the date that the tow was requested. Since the Contractor will have up to two hours to perform the tow, the Contractor shall be responsible for notifying the City by 4:30 p.m. on the date of the tow as to whether the vehicle was successfully or unsuccessfully towed. An unsuccessful tow would be a situation where the vehicle was removed from the area prior to the arrival of the Contractor.
- G. The City reserves the right to request and require the Contractor to respond within 30 minutes to tow vehicles that pose a hazard to the public, are being removed from private property under a warrant, are being removed from private property as a nuisance and other similar situations.
- H. The Contractor shall provide a copy of the tow bill to the City within three (3) business days of the tow.
- I. Contractor shall immediately inform City through METCOM if Contractor is, for any reason, unable to respond to a tow request or unable to respond within the required time. If Contractor repeatedly fails to respond or develops a pattern of being unavailable, City may at its option suspend or cancel this CONTRACT and remove Contractor from call rotation.

- J. If Contractor fails to arrive at the tow site within the times set forth above, the City may, at its option, cancel the dispatch and cause another City towing contractor to be dispatched for the tow. Contractor's failure to respond to the tow location may be excused if Contractor's failure is due to accident, riot, natural disaster, or other causes beyond contractor's control, but shall not affect the City's right to cancel the dispatch. Contractor shall promptly notify dispatcher if circumstances arise which prevent Contractor's timely arrival at the tow site.
- K. City shall not be responsible for towing or other charges resulting from Contractor's failure to arrive at the service scene in a timely manner when City has dispatched an alternate towing contractor.
- L. After arrival at the tow site, Contractor shall proceed to perform the tow and/or render any necessary service in a proper and expeditious manner and in accordance with the direction, if any, of police or other City personnel.
- M. Contractor's performance of a tow may be excused if, in Contractor's opinion, conditions at the tow site warrant police supervision and such supervision is unavailable despite Contractor's request. Contractor shall immediately notify the City, through the dispatcher, in the event Contractor is unable to perform a tow.
- N. When performing a tow, the Contractor shall be responsible for clean up of an accident scene, as provided by ORS 822.225, after consulting the investigating police officer.
- O. METCOM Communications Center shall maintain a list of all tow service providers that have a contractual relationship with the City and shall notify each provider on a rotating basis which service is requested for non-preference private tows, police tows, penalty tows, abandoned vehicle tows, and City tows. If the provider cannot provide service as required in a timely manner, then the next provider on the list shall be utilized as outlined in this CONTRACT. This rotation shall not apply to preference private tows. Service providers that do not continuously maintain compliance with the terms of this CONTRACT shall be notified of the particular deficiency and shall be removed from the rotation list if the deficiency is not corrected pursuant to the CONTRACT.
- P. Contractor will inform METCOM, within eight (8) minutes of receiving the dispatch, if Contractor is for any reason unable to respond to a tow request, or unable to respond within the required time. Contractor will inform METCOM immediately if, upon arrival at the tow scene, any aspect of the towing situation prevents performance of the tow.
- Q. Passing a tow request more than eight (8) minutes after the Contractor received the dispatch will be considered failure to respond and will be subject to remedies as provided in this CONTRACT.
- R. If a Contractor passes any Tow Request, the rotation is advanced and the next available Contractor in rotation will be dispatched.
- S. If a Contractor is offered a request to tow multiple vehicles, but is unable to take all of the tows, the Contractor will receive no passes if the Contractor is able to take at least one of the tows during the initial dispatch call. If the Contractor tells METCOM before the initial call is disconnected that Contractor is unable to accept any of the tows, the Contractor will receive one pass.

- T. A Contractor will receive a pass for each declined tow if, after accepting a multiple Tow Request and hanging up or disconnecting from METCOM, the Contractor calls back to decline any or all of the requests.
- U. Contractor must respond to at least ninety percent (90%) of the tow requests dispatched to the Contractor.
- V. Failure to respond to at least ninety percent (90%) of the tow requests dispatched in any thirty-(30) day period, or a pattern of failure to respond or unavailability, may result in remedial action by the Contract Administrator under this CONTRACT.
- W. Gone On Arrival (GOA) If a requested vehicle is gone when Contractor (A) arrives to perform a tow, Contractor (A) will immediately report this to METCOM. If the next Contractor (B) in the rotation has been dispatched on a call, Contractor (A) will not receive another Contract tow dispatch until it comes up again in rotation. If no Contract tow has been dispatched since Contractor (A) got the GOA, Contractor (A) will be put back up in rotation and be dispatched on the next request received by Tow Desk.
- X. Voluntary Withdrawal. Under certain circumstances, Tow Contractor may, with the Contract Administrator's prior approval, request temporary removal from the tow rotation. Such voluntary removal will be for a period of not less than 72 hours, or more than 30 days. Tow Contractor's return to the rotation after 30 days will be subject to Contract Administrator's approval.

SECTION 9 NOTIFICATIONS AND RECORDS REQUIREMENTS

Contractor shall make and maintain records of the following for one year:

- A. Description of all vehicles towed as defined in this CONTRACT.
- B. Locations from which all vehicles are towed.
- C. Locations to which all vehicles are towed and names of all vehicle operators making the tows.
- D. Times all dispatch calls are received and all arrival times of equipment at service locations.
- E. Reasons for the towing of each vehicle and all citations or case numbers.
- F. The physical release of each vehicle to its owner or the owner's agent.
- G. An inventory of property of apparent value within each vehicle as specified under the heading of Property Inventory below.
- H. Contractor shall also provide City with a monthly statement including a description of all vehicles towed pursuant to this CONTRACT and the storage or release status of each vehicle.

SECTION 10 PROPERTY INVENTORY

- A. Contractor agrees to assume sole responsibility for the theft, disappearance, or damage of a vehicle, its parts or any personal effects within the vehicle, once the vehicle has been taken under tow. This does not include items removed from the vehicle and taken into custody by a Police Officer.

- B. A vehicle property inventory and condition report, will be prepared by the Contractor on the City-approved Form for every towed vehicle as soon as it is taken into the Contractor's custody. Such inventory will include all personal effects visible from outside the towed vehicle and all property contained in pickup beds, trailers, or rollbeds. A copy of this report will be provided to the vehicle owner/owner's agent at the time of the release of the vehicle.
- C. Contractor may remove personal effects from a vehicle and place into secure storage to protect such personal effects from theft or loss. Any personal effects removed must be tagged with the Tow Number and vehicle license number and noted on the inventory list.
- D. All personal effects removed must be returned to the owner/ owner's agent at the time of release of the vehicle, if not before.
- E. Contractor may remove a mechanical part, such as a battery or distributor rotor, from the vehicle to prevent unauthorized removal of the vehicle. Contractor will document such removal on the inventory list.
- F. Any parts removed will be returned and reinstalled at the Tow Contractor's expense at the time of release of the vehicle.
- G. At the request of a police officer at the scene of the tow or of the tow truck operation, an inventory of all such property of apparent value within the vehicle shall be prepared and signed by the officer and the operator.

SECTION 11 GENERAL REQUIREMENTS

- A. GENERAL REQUIRMENTS AND FACILITIES: Contractor(s) shall maintain a storage area and office facility located within one (1) mile of the Woodburn Urban Growth Boundary. The Contractor(s) shall have a storage area, tow trucks and drivers, manager, and office facility, none of which are used by any other towing Contractor or towing company (Dispatch service excepted). The Contractor must be on a separate tax lot, have a separate street address, and have separate physical buildings from any other towing contractor or towing company. Contractor shall:
 - B. Maintain a business office open to the public for the release of towed and stored vehicles between 8:00 a.m. and 5:00 p.m., Monday through Friday (City holidays excepted). This office must be staffed with at least one employee during these hours who is available to respond within 15 minutes to accommodate the release of a towed vehicle. That employee must not be shared with any other towing contractor or towing company.
 - 1. Maintain a telephone number answered at all times during normal business hours and an answering service for after-hours calls.
 - 2. Contractor(s) shall provide an attendant for each storage facility accessible by telephone 24-hours a day, seven days a week.
 - 3. Maintain a facsimile machine capable of receiving at all times.
 - 4. Maintain a clean indoor customer waiting area with seating for at least one person.
 - C. Contractor's facilities shall be in conformance with all applicable zoning requirements. The contractor's primary indoor and outdoor storage facility and

business office shall be located within the Woodburn Urban Growth Boundary (UGB). The Contractor shall exercise reasonable care to protect stored vehicles, and the contents thereof from vandalism, theft, or burglary. For purposes of this agreement, reasonable care means, at a minimum:

1. Having a fence at least six feet tall, free of holes or weak spots that could allow unauthorized entry.
 2. Equipping all gates, doors, and other openings into storage facilities with locks and securing facilities against unauthorized entry during times when the Contractor's personnel are not present at the facility.
 3. When vehicle door keys are available, locking car doors and keeping keys in an areas protected from unauthorized entry; closing open car windows and sunroofs; using tarps to protect vehicles with broken windows or un-closeable sunroofs. No additional fees shall be charged for these services.
 4. All storage areas shall be reasonably protected to safeguard vehicles and contents.
- D. Contractor must have an identification sign in plain view at its business office including the company name, regular business hours, a telephone number for after hours information and, if applicable, that there will be a service charge for releases after regular business hours.
- E. All storage facilities (including secondary storage facilities) shall be in conformance with the zoning requirements of all applicable governments and capable of accommodating vehicles as follows:
1. All storage areas shall be adequately protected against unauthorized entry.
 2. Contractors shall have inside storage available for at least two (2) vehicles.
 3. Contractor shall have outside storage available for at least twenty vehicles (aggregated).
 4. Outside storage areas shall be lighted and shall be fenced to a minimum of seven feet, or the maximum permitted by law where the storage site is located.
 5. Outside storage areas shall be subject to Contractor's exclusive control.
 6. All streets and places adjacent to such facilities shall at all times be kept clear of vehicles that are in the custody of the Contractor. No change of location of the designated storage facilities or use of additional facilities shall be made without written notice to and approval of the City.
 7. If Contractor's primary storage facilities are filled to capacity (or inside storage is required), Contractor(s) may remove vehicles held longer than forty-eight (48) hours, excluding holidays and weekends, to the designated storage facilities of another towing company or designated secondary storage lot with equivalent storage facilities. However, releases of all vehicles must be done at the primary tow location unless the secondary facility is also be located within one (1) mile of the Woodburn Urban Growth Boundary (UGB). Any re-tows to change vehicle storage location shall not be subject to charge.

- F. Contractor shall provide City a complete description of all designated storage facilities, including location, capacity, and identity of ownership; no change in designated storage facilities, as described herein, shall be permitted without prior written notice to City through the Contractor.
- G. Contractor's facilities shall be in sufficient number and conveniently located so as to permit City, Police, or those it may authorize, access to stored vehicles without traveling a distance greater than five (5) miles outside the Woodburn UGB.
- H. Contractor(s) shall report all thefts from storage facilities to proper authorities.

Section 12 RELEASE OF VEHICLES AND CONTENTS CATEGORY I, II

- A. Contractor may refuse to release any vehicle, except a vehicle owned by the city, in Contractor's possession until Contractor receives payment of all charges from the owner or other claimant. Before the release of any vehicle or its contents, the owner or other claimant shall obtain written authorization for such release from the City except in the case of non-preference tows as provided below. Owners of "Penalty Tows" shall have access to said vehicle, without charge, during normal business hours for the purpose of removal of proof of ownership or registration documents, personal identification, or emergency medications only. No access without proper release shall be granted to owners or claimants of "Police Tows" or vehicles with "Holds".
- B. Within the first fifteen (15) days of the tow, the owner of a non-preference towed vehicle shall have access to said vehicle, without charge, during normal business hours for the purpose of removal of unattached personal property. Unattached personal property is property within or on a vehicle that is not attached (bolted, screwed, glued, etc) to the vehicle or an actual part of the vehicle.
- C. The owner of a towed vehicle may obtain release of the vehicle or its contents during other than normal business hours by making an appointment with Contractor for such release. The Contractor shall be allowed one (1) hour or longer (if mutually agreed upon by the Contractor and Owner) to respond to release a vehicle or its contents during other than normal business hours. Such a release may be subject to a After Hours Release Fee.
- D. Towed vehicles shall be released by the Contractor to persons authorized to take delivery only upon confirmation by City that no official hold exists for its retention.
- E. When storing a vehicle in an outside lot, Contractor shall cover or place out of sight cars involved in fatal or sensational crashes.
- F. The vehicle shall be locked when possible.
- G. Police tows with instructions to hold for fingerprints, investigation, evidence, or VIN inspections shall be handled and stored with all due care to avoid interference with police activities and police information. Contractor shall refer all inquiries regarding vehicles held under formal holds to the police department. Contractor shall not provide any information about held vehicles except to City police department.
- H. Retrieval of personal Property from Vehicle:

1. For those vehicles towed at City direction, then only if first consented to by City:
2. For those vehicles towed without City direction, no prior consent is required by the City,
3. Contractor shall at no charge during normal business hours, allow owner/owner's agent to:
 - a) retrieve ownership, insurance identification and title documents from towed vehicles; provided however that Contractor shall make a photocopy of the documents turned over.
 - b) remove prescriptions, prosthetic devices, prescription glasses, dentures, child car seats and other health and safety related items,
- I. Contractor shall provide to the owner/owner's agent upon inquiry for release of the vehicle:
 4. Whether or not a release of the vehicle is required from the police department.
 5. When a gate fee is applicable and the amount due.
 6. That an additional fee may be applicable if the owner/owner's agent arrives more than one-half (1/2) hour after the appointed release time.
- J. Contractor will arrange for personnel to arrive at the storage lot within one (1) hour in response to request for release where the owner/owner's agent is present at the storage lot at the time the request is made.
- K. Upon the direction of a police officer, Contractor shall tow a vehicle to a City owned or operated storage lot. If a City storage lot is utilized Contractor shall be entitled to CONTRACT towing fees only.

Section 13 RELEASE OF VEHICLES AND CONTENTS - CATEGORY I Abandoned/Junk

The release of vehicles and contents from a Abandoned/Junk tow will be handled in the same fashion as the release of vehicles and contents from a Category I or II tow.

Section 14 LIEN PROCESSING

- A. Tow Contractor will advise the Contract Administrator of its current lien procedures and whether it is using a lien service. Contractor will provide to the Contract Administrator a copy of the current lien notification letter used for vehicles towed under this Contract and a description of the timing and steps taken to assert and foreclose a possessory lien.
- B. Contractor will adhere strictly to the statutory requirements set forth in the Oregon Revised Statutes for lien foreclosure, disposition of vehicle contents, and collections.
- C. All unclaimed or unredeemed vehicles will be appraised in accordance with the requirements of ORS 819.480, as it may be amended, by a licensed vehicle appraiser.

- D. At the expiration of the redemption period as prescribed by State law, Contractor may assert or process any valid liens on all unclaimed or unredeemed vehicles. Tow Contractor will process such liens on unclaimed or unredeemed vehicles within ninety (90) days of the first opportunity to do so.
- E. Contractor will promptly notify City by facsimile transmission, using a City-approved form within eight (8) hours, after release of a vehicle.
- F. Contractor will immediately notify Contract Administrator when foreclosing a possessory lien, accepting a vehicle title in lieu of towing and storage fees, or obtaining a dismantling certificate.
- G. Contractor will be responsible for reviewing the report, provided by Woodburn Police Records Division, showing all vehicle releases. Tow Contractor will immediately notify Contract Administrator of any discrepancies found in the daily report of vehicle releases.

Section 14 CITY RESERVATION – Although City may rely upon Contractor to provide services described in this CONTRACT, City shall have the right to provide towing or storage for itself in any manner and at any time it so chooses.

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EXHIBIT "B"
PROPOSED FEE SCHEDULE:

Proposer may propose fees for one or more categories. Each item within a proposed category must contain a fee or indicated as no charge. The proposed fees for services under this Request for Proposal and any subsequent contract are:

CATEGORY I – City Owned Vehicles, City/Non-Preference Tows and Police Tows et. al.

- | | | |
|-------|---|---------------------------|
| A. | City Owned Vehicles Class A Tow | \$_____per tow |
| B. | Non-Preference or Penalty Class A Tow | \$_____per tow |
| C. | Police Class A Tow | \$_____per tow |
| D. | City Owned Class B Tow | \$_____per tow |
| E. | Non-Preference or Penalty Class B Tow | \$_____per tow |
| F. | Police Class B Tow | \$_____per tow |
| G. | Outside Storage Charges | \$_____per day
(24 hr) |
| H. | Inside Storage Charges | \$_____per day
(24 hr) |
| I. | Access to vehicle after first 15 days | \$_____per access |
| J. | Recovery | \$_____per hour |
| K. | After Business Hours Release or Access | \$_____per access |
| L. | Dolly | \$_____per tow |
| M. | Mileage one-way beyond City Urban Growth Boundary | \$_____per mile |
| N. | Standby time | \$_____per hour |
| | Define when applicable: | |
| <hr/> | | |
| K. | Removal of drive line | \$_____per tow |

- L. Extra Driver Charge \$_____per tow
- M. Re-tow fee \$_____per tow
(Examples: Towing City vehicle to City Shops or to State Surplus)
- O. Flares \$_____per each
- P. Drop Fee \$_____per tow

List other fees or attach separate sheet.

CATEGORY II - Class C City/Non-Preference Tows

- A. Class C City Tow \$_____per tow
- B. Class C Non-Preference or Penalty Tow \$_____per tow
- C. Outside Storage Charges \$_____per day
(24 hr)
- D. Inside Storage Charges \$_____per day
(24 hr)
- E. Access to vehicle after first 15 days \$_____per access
- F. Recovery \$_____per hour
- G. After Business Hours Release or Access \$_____per access
- G. Dolly \$_____per tow
- H. Mileage one-way beyond City Urban Growth Boundary \$_____per mile
- I. Standby time \$_____per hour
Define when applicable:

- J. Removal of drive line \$_____per tow
- K. Extra Driver Charge \$_____per tow
- L. Re-tow fee \$_____per tow
(Examples: Towing City vehicle to City Shops or to State Surplus)

- M. Flares \$_____per each
- N. Drop Fee \$_____per tow

List other fees or attach separate sheet.

CATEGORY I - Abandoned/Junk Vehicle Tows

If Abandoned/Junk Vehicle Tows are claimed by the owner, complete the following rates:

- B. Class A Tow \$_____per tow
- C. Class B Tow \$_____per tow
- D. Outside Storage Charges \$_____per day
(24 hr)
- E. Inside Storage Charges \$_____per day
(24 hr)
- F. Access to vehicle after first 15 days \$_____per access
- G. Recovery \$_____per hour
- H. After Business Hours Release or Access \$_____per access
- I. Dolly \$_____per tow
- K. Mileage one-way beyond City Urban Growth Boundary \$_____per mile
- L. Standby time \$_____per hour
Define when applicable:

- M. Removal of drive line \$_____per tow
- N. Extra Driver Charge \$_____per tow
- O. Re-tow fee \$_____per tow
(Examples: Towing City vehicle to City Shops or to State Surplus)
- P. Flares \$_____per each

Q. Drop Fee

\$_____per tow

List other fees or attach separate sheet.

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“EXHIBIT C” CERTIFICATE OF NON-DISCRIMINATION

Pursuant to ORS 279A.110, discrimination in subcontracting is prohibited. Any contractor who contracts with a public contracting agency shall not discriminate against minority, women or emerging small business enterprises in the awarding of contracts.

By signature of the authorized representative of the bidder/proposer/proposer, the bidder/proposer hereby certifies to the City of Woodburn that this bidder/proposer has not discriminated against minority, women, or emerging small business enterprises in obtaining any subcontracts; and, further, that if awarded the contract for which this bid or proposal is submitted, shall not so discriminate.

Date: _____

Signature: _____

Printed or Typed Name: _____

Name of Firm: _____

“EXHIBIT “D” PROPOSER CERTIFICATIONS AND FORMS”
CITY OF WOODBURN, OREGON
WOODBURN POLICE DEPARTMENT

REQUEST FOR PROPOSAL - TOWING SERVICES

THE UNDERSIGNED, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Proposal is made without any collusion with any person making another proposal on this Contract.

The Proposer further declares that they have carefully examined the Contract Documents;; that they have satisfied themselves as to the conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents; and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Proposer further agrees that they have exercised their own judgment regarding the interpretation of the services required and has utilized all data which they believe pertinent from the Contract Administrator, City, and other sources in arriving at their conclusions.

The Proposer agrees that all of the applicable provisions of Oregon Law relating to public contracts (ORS 279A, 279B, and 279C) are, by this reference, incorporated in and made a part of this Proposal.

The Proposer further agrees that if the Proposal is accepted, they will, within ten (10) City business days after notification of acceptance, execute the Contract with the City on the Contract form included within the bidding documents; and will, at the time of execution of the Contract, deliver to the City the insurance certificates required herein; and will, to the extent of their Proposal, furnish all machinery, tools, apparatus, and other means of equipment to do the work and furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Contract Documents and required by the Contract Administrator thereunder.

The Proposer agrees to commence work according to the time schedule specially set forth in the Contract Documents.

It is agreed that if the Proposer is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified insurance requirements within ten (10) City business days after receipt of notification of acceptance of their Proposal, then, in that

event, the City of Woodburn may rescind award of the contract to that Proposer and shall have the right to award the contract to another. In the event that the City rescinds the award of the contract and chooses to enter into a new contract with a different contractor, the City shall retain all rights of recourse to the original contractor for the difference between the guaranteed fee schedule, as stated in the original contract, and the guaranteed fee schedule in the new contract and all costs associated with its collection, including any additional managerial and administrative services. The proposer's name may also be removed from the City's qualified proposers list.

The Proposer submits and proposes the fee schedule provided within their proposal as required within the RFP document. This proposal shall be effective for a period of ninety (90) days from the RFP closing date with prices held firm for the initial three (3)-year contract period.

THE UNDERSIGNED PROPOSER agrees to furnish all equipment, labor and materials necessary to complete the services as specified herein and further attests that they have carefully considered any addenda numbered __, __, __, and __, in the preparation of this response.

Signature of Authorized Representative of Proposer's Firm:

Name, Print: _____

Signed: _____

Date: _____

Position Title: _____

Proposer's Firm Name and Address:

Firm Name: _____

Street Address: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

FAX: _____

Federal ID #: _____

State of Incorporation:
(If applicable) _____

Indicate which category or categories your company is proposing in the space provided below:

Category I _____ Category II _____

If proposing on Category I, provide the information requested below of the dispatch service company to provide rotational dispatch services.

Firm Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone: _____

FAX: _____

Proposer(s) who wish to be considered as an “**Alternate Provider**” for Category II shall indicate in the space provided below:

Prices shall remain as stated in the proposal if selected as a “Alternate Provider”:

_____ YES _____ NO

Statement of Qualifications Form
Vehicle Towing and Storage Services
To the City of Woodburn

Section 1. Applicant Profile

1. Legal Name of Business: _____

2. Business Address: _____

3. Primary Storage Facility Address for this contract: _____

4. Property zoned as _____
(Provide documentation of zoning and storage capacity, such as property tax form.)

5. Secondary Storage Address (if any): _____

6. Property zoned as _____
(Provide documentation of zoning and storage capacity, such as property tax form.)

7. E-mail address: _____

8. Telephone Numbers: Dispatch _____ Lot _____ Fax _____

9. Dispatcher Name: _____

10. Dispatcher Address: _____

11. Dispatcher Phone/s: _____

12. Business operates as:

Sole proprietorship SS# _____

Partnership

Corporation FEIN _____

Other (indicate) _____

13. In descending order of authority, list the last, first, and middle names of all applicants, owners, part owners, partners, business associates, principal parties, officers, directors, agents, or any other persons associated with the applicant's performance of this Contract, plus their titles, dates of birth and emergency telephone numbers. Attach a clearly legible copy of the current Driver's License, or state issued identification card, for each person listed. Attach additional sheets if necessary.

Name (Last, First, Middle)	Title	Date of Birth	Emergency Phone No.

14. Financial Interest: List any other legal entities (individuals, corporations, etc.) not mentioned in question 13, having a financial interest in the business. Include names, addresses, birth dates and telephone numbers: (Attach additional sheets if necessary.)

15. List applicant's contact person(s) responsible for handling Agency and/or citizen complaints and other communications. Individual named must be available at the applicant's place of business during normal business hours and have a high degree of familiarity with the Abandoned Vehicle Tow Contract.

Name	Contact Telephone Number
_____	_____
_____	_____
_____	_____

Section 2. Business Status

16. Has applicant registered with the Oregon Corporation Division as doing business under an assumed business name or partnership?

YES NO

17. If the answer to question 16 is YES, please provide either the assumed business name and registration date or the partnership name and date of registration:

Name: _____

Registration Date: _____

18. Has applicant registered with the Oregon Corporation Division as a limited partnership or a corporation?

YES NO

19. If the answer to question 18 is YES, enter the Corporation Division number: _____

20. City/County Business License Number: _____

21. City/County Business License Expiration date: _____

Section 3. Towing Experience & References –

22. Has the applicant been a registered, operational towing business for at least one (1) full year prior to July 1, 2010?

YES NO

23. If the answer to question 22 is YES, what has been the average monthly volume of tows performed by the applicant company in the 12-month period prior to July 1, 2019? _____

24. If the answer to question 22 is NO, has the applicant substantially participated in the management and operation of a towing business for at least three (3) years of the five (5) years immediately preceding July 1, 2019?

YES NO

25. If the answer to question 24 is YES, please describe the areas of responsibility, duties you performed and authority you exercised:

and provide the following information about the towing company or companies at which you performed these duties: (Attach additional sheets if necessary.)

Company Name & Address	Contact Name & Phone Number	Avg Monthly Volume	Dates of Employment

26. Has the applicant maintained liability and workers' compensation insurance for at least one (1) full year prior to July 1, 2010?

YES NO

Section 4. Past Performance

27. Has applicant previously had a towing contract canceled and/or terminated by any jurisdiction?

YES NO

28. If the answer to question 27 is YES, please provide the date, location and basis for the cancellation and/or termination:

29. Has any owner, part-owner, partner, business associate, principal party, officer, director, agent, or any other person associated with the applicant’s performance of this Contract previously had a towing contract canceled and/or terminated by any jurisdiction?

YES NO

30. If the answer to question 29 is YES, please provide the date, location and basis for the cancellation and/or termination:

Section 5. Staffing, Facilities, and Equipment -

31. List all employees, full or part-time and any personnel providing services under contract or employment agreement. Attach a clearly legible copy of the current Operator’s License for each driver listed. A signed Confidentiality Statement must also be attached for each staff member. New applicants and new employees have six (6) months to obtain certification. (Attach additional sheets if necessary.)

Name (Last, First, Middle)	Date of Birth	License #	Job Title	Certification Date

32. In order to be considered for this contract applicant must have: Category I: a minimum of two (2) operable tow trucks of a Class A or larger rating. (One of the tow trucks must be at least seventeen thousand (17,000) pounds gross vehicle weight rating (GVWR) with dual wheels) and one (1) Class B or larger rating. (Example: Contractors with one (1) Class A truck and one (1) Class B truck could qualify) **OR** ; Category II: a minimum of one (1) operable tandem axle tow truck of a Class C (44,000 GVWR) or larger rating. List all tow trucks and any special equipment to be used in the performance of this contract: (Attach additional sheets if necessary.)

Equipment #	Equipment Type	VIN #	Lic. Plate	Year	Make	GVWR

33. During the ten years prior to this application, has the applicant, or any owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the applicant's performance of this Contract been arrested, charged or convicted for any of the following offenses: theft, robbery, burglary, assault, drugs, prostitution, weapons crimes, fraud, trafficking in stolen goods or any traffic crime, including but not limited to: driving under the influence of intoxicants, driving while suspended or revoked, reckless driving, attempt to elude a police officer, leaving the scene of an injury accident or hit and run?

YES NO

34. If the answer to question 33 is YES, please provide the date, location and circumstances of the arrest, charge or conviction. (Attach additional sheets if necessary.)

Section 6. Bonding and Insurance

35. Attach a copy of the applicant's certificate of \$1 million LIABILITY INSURANCE, and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

36. Attach a copy of the applicant's certificate of FIRE and THEFT (Garagekeepers) INSURANCE (for care, custody and control) per occurrence at: Class A -- \$ 25,000; Class B -- \$ 50,000; Class C -- \$100,000; and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

37. Attach a copy of the applicant's certificate of \$50,000 CARGO INSURANCE and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

38. Attach a copy of the applicant's certificate of WORKER'S COMPENSATION coverage, and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____
_____ Phone: _____

False information submitted by an applicant will be considered grounds for rejection or revocation of the Contract for Abandoned Vehicle Towing and Storage. Therefore, review of this document is an important step prior to signing. Signing of this document certifies that all statements contained herein are true to the best of signer's knowledge.

I certify that I have reviewed the contents of this application, that all statements contained herein are true to the best of my knowledge, that I am an officer of the below named business, and that I am authorized to sign this document on behalf of the business.

Legal Name of Applicant

Signature of Authorized Officer

Printed name of Authorized Officer

Title of Officer

Date

Attachments:

1. A clearly legible copy of a current Driver's License or state issued identification card for all persons listed as owners, part-owners, partners, business associates, officers, directors, agents, principal parties, employees or contract staff
2. \$1 million liability insurance certificate – or letter of intent from insurance company
3. Fire and theft (garagekeepers) insurance certificate– or letter of intent from insurance company
4. \$50,000 cargo insurance certificate– or letter of intent from insurance company
5. Worker's compensation coverage certificate– or letter of intent from insurance company

**PERSONAL AND CRIMINAL HISTORY INQUIRY AUTHORIZATION AND
RELEASE**

To facilitate the Woodburn Police Department's assessment of my fitness to serve in the position of Towing Services Employee, I hereby authorize the Woodburn Police Department, its officers, agents, assigns and employees to contact sources of information and to request, read, review or photocopy any and all information the Department deems necessary to lawfully investigate my background. This information may include, but is not limited to criminal history information.

I hereby exonerate, release and discharge the City of Woodburn, its officers, agents and employees from any liability or damages, whether in law or in equity, now or in the future, for pursuing my personal history inquiry and using the "Personal and Criminal History Inquiry Authorization and Release" form.

I specifically and permanently waive any rights I may have to review or inspect any and all of the information developed in this investigation.

Certification: I certify that I have read this authorization form, understand its meaning and purpose, and have received a copy of it. I also understand that I may revoke this authorization at any time by delivering to you or your organization, in writing, such revocation.

Signature of Applicant or Employee

Date

Printed Name of Applicant or Employee

Driver's license #:

Date of Birth:

Social Security #: