

City of Yakima and Yakima County
NOTICE TO INTERESTED PARTIES No. 11508-Q

Notice is hereby given by the undersigned that sealed RFQ's will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM April 23, 2015**. At such time, RFQ's will be opened and publicly read for:

A Request for Statement of Qualifications is being announced in order to create a list of qualified and capable contractors to be placed on a rotational towing roster for Police and Sheriff impounds. This does not cover services provided for Yakima Police Department/Yakima Sheriff's Office investigative towing.

The selected applicants must demonstrate through their Statement of Qualifications and facility visit that they possess the experience and ability to provide on-call towing services for Yakima Police Department and Yakima Sheriff's Office.

Above per specifications. RFQ Packets are available online at www.yakimawa.gov/services/purchasing or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd St., Yakima, WA 509-575-6093.

The City of Yakima/Yakima County reserves the right to reject any and all RFQ's. The City of Yakima/Yakima County hereby notifies all Applicants that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Dated this 1st day of April, 2015.

Colleen Bailey, CPPO
Buyer II

Publish on April 1st and 2nd, 2015

YHR acct. 10948



**CITY OF YAKIMA/YAKIMA COUNTY
REQUEST FOR QUALIFICATIONS # 11508-Q
COVER SHEET**



THIS IS NOT AN ORDER

RFQ Release Date: April 1, 2015

RFQ Receipt: Submittal envelope must be sealed and plainly marked with due date, time, and RFQ Number 11508-Q, and the words "DO NOT OPEN" and delivered to the address listed below. **Late RFQs will be rejected.** RFQs MUST be date and time stamped on or before the date and time listed below that the RFQ is due. RFQ openings are public. RFQs shall be firm for acceptance for ninety (90) days from date of RFQ opening, unless otherwise noted.

Deliver to:

**City of Yakima Clerk's Office
129 North Second Street
Yakima, WA 98901**

Do not bring your Submittal into the opening room. RFQ must be received and date stamped by the Clerk's Office

RFQs Must be in the office no later than

April 23, 2015 at 2:00:00 PM PST

Public Opening

Purchasing For:

Yakima County /City of Yakima
129 N 2nd Street
Yakima, WA 98901

Buyer in charge of this procurement (Contact for further information):

Colleen Bailey, CPPO, Buyer II

APPLICANT'S Name & Address (to be filled out by Applicant):

Phone

(509) 576-6787

E-Mail Address

colleen.bailey@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

A Request for Statement of Qualifications is being announced in order to create a list of qualified and capable contractors to be placed on a rotational towing roster for Police and Sheriff's Office impounds (not including investigative towing)

Enter Prompt Payment Discount: _____% net _____ days

Capability to provide a 20 minute response time is required.

Check if you are a WMBE or DBE Vendor and list certification Number: _____

I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this RFQ we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a RFQ; that this RFQ has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this RFQ has not been knowingly disclosed prior to the opening of RFQ's to any other Applicant or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima/Yakima County in this Invitation to RFQ and all terms of our RFQ.

Name of Authorized Company Representative (Type or Print)	Title	Phone ()
		Fax ()
Signature of Above	Date	Email Address

I. Table of Contents

II. GENERAL INFORMATION 4

- A. Purpose: 4
- B. Contracting Agency and Point of Contact: 4
- C. Best Modern Practices: 4
- D. Contract Term: 4
- E. Price Increases: Prices will fluctuate with annual WSP rate adjustments. 4
- F. Permits: 4
- G. Regulations and Codes: 4
- H. Prompt Payment: 5
- I. Payments: 5
- J. Payment Method – Credit Card Acceptance: 5
- K. Acceptance of Terms: 5
- L. Clarifications and/or Revisions to Specification and Requirements: 5
- M. Incurring Costs: 6
- N. No Obligation to Contract: 6
- O. Retention of Rights: 6
- P. Points Not Addressed: 6
- Q. Termination - Convenience: 6
- R. Termination - Cause: 6
- S. Background Screening for Contractor and Associates: 6
- T. Award: 7
- U. Errors and Omissions: 7
- V. Changes: 7
- W. Assignment: 7
- X. Venue: 7

III. PREPARING AND SUBMITTING A RESPONSE 8

- A. General Instructions: 8
- B. Submitting a RFQ: 8
- C. Withdrawal of Submittals: 9

IV. EVALUATION AND CONTRACT AWARD 9

- A. Preliminary Evaluation: 9
- B. RFQ Evaluation: 9
- C. Protest Procedure: 10

V. SPECIAL TERMS AND CONDITIONS 10

- A. Indemnification and Hold Harmless: 11
- B. Indemnity/Contractor’s Liability Insurance: 11
- C. Inspection of Applicant’s Facility: 13

VI. APPLICANT QUESTIONNAIRE 16

Request for Qualifications # 11508-Q Rotational Towing

II. GENERAL INFORMATION

A. Purpose:

It is the intent and purpose of these specifications to describe Rotational Towing in sufficient detail to secure RFQs on comparable services. All labor & equipment necessary to provide complete service, shall be included in the RFQ and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the applicant.

B. Contracting Agency and Point of Contact:

This RFQ is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this RFQ process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFQ until a Contract is issued, all contacts (pertaining to this solicitation) with Owner's employees, and other personnel performing official business for the Owner regarding this RFQ shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFQ is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a RFQ and disqualification of the Applicant.

C. Best Modern Practices:

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

D. Contract Term:

The period of this contract shall be for a period of one year from its effective date. The City/County may, at its option, extend the contract on a year to year basis for up to four (4) additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City/County provides advance notice of the intention to not renew.

E. Price Increases: Prices will fluctuate with annual WSP rate adjustments.

F. Permits:

All necessary permits required to perform work are to be supplied by the Contractor at no addition cost to the City/County.

G. Regulations and Codes:

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City/County safety codes.

Each Proposer shall inform himself of, and the Proposer awarded a contract shall comply with Federal, State and local laws, statutes, and ordinances relative to the execution of the work as is further described in this proposal document.

Please reference *WAC 204-91A*. In particular, Proposer needs to meet standards of *WAC 204-91A-170 Minimum Tow Truck Equipment Standards* and *WAC 204-91A-180 Additional Vehicle Towing/Operator Qualifications, Restrictions, and Requirements*. Also reference *WAC 204-91A-140 Fees (Attachment B)*.

H. Prompt Payment:

Applicants are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the City/County, period of entitlement begins only after:

- ◆ Receipt of a properly completed invoice
- ◆ Receipt of all supplies, equipment or services ordered
- ◆ Satisfactory completion of all contractual requirements

I. Payments:

Contractor is to submit properly completed invoice(s) to:

City of Yakima, Accounts Payable, 129 N. 2nd Street, Yakima, WA 98901.

OR

Yakima County Sherriff's Office, 1822 S 1st Street, Yakima, WA 98903.

To insure prompt payment each invoice should cite purchase order number, RFQ number, description of services provided, unit and total price, discount terms and include the Contractor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the service, (b) properly completed invoice, and (c) all papers required to be delivered with invoice.

J. Payment Method – Credit Card Acceptance:

The City/County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The City/County's preferred method of payment is by procurement (credit) card. Respondents may be required to have the capability of accepting the City/County's authorized procurement card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

K. Acceptance of Terms:

Acceptance of a City/County Purchase Order (PO) for any units affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached equipment specification(s); including all penalties mentioned.

L. Clarifications and/or Revisions to Specification and Requirements:

If an Applicant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Applicant has a duty to immediately notify the Buyer of such concern and request modification or clarification of the RFQ document.

Any questions, exceptions, or additions concerning the subject matter of the RFQ document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFQ, supplements or revisions will be provided to all known Applicants in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered (per instructions on website) for updates to this RFQ.

If any requirements of the RFQ are unacceptable to any prospective Applicant, they may choose not to submit a RFQ.

M. Incurring Costs:

The Owner is not liable for any cost incurred by a Applicant in the process of responding to this RFQ, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFQ.

N. No Obligation to Contract:

This RFQ does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFQ in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Submittals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

O. Retention of Rights:

The Owner retains the right to accept or reject any or all submittals or accept any presented which meet or exceeds these specifications, and which would be in the best interest of the City/County and will not necessarily be bound to accept the low RFQ.

All submittals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the Applicant for the RFQ to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

P. Points Not Addressed:

Applicants are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

Q. Termination - Convenience:

This contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

R. Termination - Cause:

The City/County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the City/County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement.

S. Background Screening for Contractor and Associates:

Contractor shall submit a current list of names, and assignments of all employees who will perform work under this contract.

- a. No tow operator may respond to a request for towing service who has been convicted of the crime of larceny or theft in any degree in the preceding five (5) year period.
- b. No tow truck operator or firm will be awarded or remain as the towing service who have been convicted of any crime relating to the tow business or operation of tow trucks.
- c. Contractor and tow operators must be clear of any, domestic violence, sexual or drug related convictions. Contractor and tow operators shall be free from any pending felony actions or convictions.
- d. Contractor shall maintain a drug free workplace. No tow operator may be under the influence or exhibit any signs of either alcohol, drug use, or both.
- e. The tow company that has been designated as the approved tow service will be inspected annually. Annual inspections by the Washington State Patrol may be used in addition to, or in lieu of inspections by the City/County Office. Failure of the company to remain on the Washington State Patrol list of approved tows may be cause for removal as the approved tow service.
- f. Violation of, or failure to adhere to any of the above requirements shall be deemed sufficient cause for removal of a tow company as the City/County approved tow service.

T. Award:

The City of Yakima/Yakima County may add qualified applicants to the Roster throughout the five-year term of this contract.

U. Errors and Omissions:

The City/County reserves the right to correct obvious ambiguities and errors in the Applicant's submittal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

V. Changes:

Any proposed change in this contract shall be submitted in writing to the Buyer listed on Page 2 for prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

W. Assignment:

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Contractor to any other person or entity without the prior written consent of the City/County. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor as stated herein.

X. Venue:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in a Court of competent jurisdiction within the State of Washington in and for Yakima County. This Agreement shall be governed by the laws of the State of Washington.

III. PREPARING AND SUBMITTING A RESPONSE

- A. General Instructions:** Failure to respond to each of the requirements in the RFQ may be the basis for rejecting a submittal deemed non-responsive. The evaluation and selection of Applicant will be based on the information submitted in the RFQ. A Request for Statement of Qualifications and Proposals (RFQP) is being announced in order to create a list of qualified and capable contractors to be placed on a rotational towing roster for Police and Sheriff's Office impounds. This Proposal does not cover services provided under Yakima Police Department's or investigative towing contract.

The contractor shall provide towing services for vehicles located in all areas within the City limits of Yakima and Yakima County.

This contract does not include citizen requests for towing service for disabled vehicles due to a mechanical problem or a traffic accident.

Selected Applicants will be required to enter into a Towing Agreement (Attachment A) with both the City of Yakima and Yakima Sheriff's Office.

B. Submitting a RFQ:

Applicants shall submit one (1) original (so marked), one (1) copy, and one electronic copy on a CD or flash drive. Submittals are not considered to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after contract opening.

Submittals shall be received no later than the date and time listed on Page 2 of this RFQ. Late submittals will not be accepted or evaluated and will be returned to the Applicant, unopened, unless it can be proven the RFQ was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over other Applicants.

The Signature Sheet on page 2 must be signed and submitted with the RFQ Packet.

All submittals shall list the information on the outside of the package as specified on Page 2 of this RFQ.

Qualifications & Proposal may be in the form of a cover letter with attachments. The submittals should be prepared simply, providing a straightforward, concise description of the approach and capabilities necessary to satisfy the requirements of the Request for Qualifications.

All of the requirements in the attached Towing Agreement (Attachment A) must be satisfied or RFQ Submittal may be considered non-responsive.

Applicants shall address the following areas in their letter:

1. Licensing:

Provide copy of current (RTTO) Registered Tow Truck Operator license. Provide copies of all employee licenses that will be assigned to this contract. Provide City of Yakima Business License No. All licenses must be current.

2. Bonding:

A photocopy of Bonding Requirement in RCW 46.55.030 will be required from all applicants.

3. Experience:

- a. Explain the qualifications your company has to complete all operations.
- b. Describe your experience providing this service.

The City of Yakima/Yakima County requires that all operators have a minimum of two years experience within the towing industry, including identification of which of the following requirement(s) apply:

He or she has been a registered tow truck operator for a minimum of two years prior to the date of proposal with at least one approved "A" or "B" class tow truck, additional trucks are optional; or

He or she has worked as an employee of a tow company on the City or County's rotational tow list and gained experience within the towing industry including, but not limited to, the operation of vehicles, complying with the state and federal standards and regulations, and processing of paperwork for auditing and other purposes

4. Facilities and Fleet:

Describe both the facilities and fleet that will be used to provide this service. Provide make, model, function, year and any other applicable features. Also include the class of vehicle.

5. References:

List three references (with current addresses and phone numbers) able to provide information regarding your ability to perform the requested services.

6. Rates:

Rates will be based on current Washington State Patrol Tow Rate Caps, and shall not exceed (but may be less than) those rates.

C. Withdrawal of Submittals:

After RFQ opening, RFQs shall be irrevocable until contract award unless the RFQ is withdrawn. Applicant may withdraw or supplement a RFQ in writing at any time up to the RFQ closing date and time if received by the Buyer listed on Page 2 of this document prior to RFQ closing date and time. To accomplish this, the written request must be signed by an authorized representative of the Applicant and submitted to the Buyer. If a previously submitted RFQ is withdrawn before the RFQ due date and time, the Applicant may submit another RFQ at any time up to the RFQ closing date and time.

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation:

All Submittals shall be evaluated against the same standards. The Submittals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements.

B. RFQ Evaluation:

Evaluation of submittals shall be based on past experience with applicant's service and availability, equipment, and applicant's supporting documentation.

C. Protest Procedure:

Any protest must be made in writing, signed by the protestor, and state that the Applicant is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFQ shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Applicant:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Contractor(s) via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the applicant received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

The supplies or services to be contracted for are urgently required;
Delivery or performance will be unduly delayed by failure to make award promptly;
A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. SPECIAL TERMS AND CONDITIONS

The Owner intends to incorporate the following Special Terms and Conditions into any contract negotiated as a result of this RFQ. Failure of the successful Contractor(s) to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Indemnification and Hold Harmless:

1. Contractor agrees to protect, defend, indemnify and hold harmless the City/County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of Contractor its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.
2. If the negligence or willful misconduct of both Contractor and the City/County (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between Contractor and the City/County in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.
3. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

B. Indemnity/Contractor’s Liability Insurance:

1. The Service Provider agrees to indemnify and save harmless the City/County, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.
2. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
3. Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best’s Rating of **B+** or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City/County. The requirements contained herein, as well as City/County’s review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	Combined Single Limit:	\$1,000,000 Per Occurrence \$2,000,000 Annual Aggregate
Auto Liability:	Combined Single Limit	\$1,000,000 Per Occurrence
Garage Keepers Liability:		\$200,000 Minimum Limit
Contractor is responsible for losses within the deductible amount.		

Garage Liability, other than auto, is an acceptable substitute for Commercial General Liability and Garage Liability, any auto, is an acceptable substitute for Automobile Liability as long as it is at the required limits. **An “on hook” endorsement is also required, you will need to provide confirmation that you have this coverage.**

Stop Gap is not required for owner/operator firms with zero employees, but WA Stop Gap is required.

The City of Yakima/Yakima County, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima/Yakima County shall be named as an additional insured for such higher limits.

The Contractors’ insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this agreement. Any insurance, self-insurance or insurance pool coverage maintained by the City/County shall be in excess of the Contractor’s insurance and shall not contribute to it.

The contractor will provide a Certificate of Insurance to the City/County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City/County to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

4. Contractor’s Waiver of Employer’s Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington’s Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor’s indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City/County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

5. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City/County, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

C. Inspection of Applicant's Facility:

Prior to awarding the contract, the City/County and/or its representative(s) may inspect the facility of the applicant to verify that the applicant has the facility, equipment, personnel, and experience to provide the service offered.

E-VERIFY (CITY ONLY)

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all contractors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other City contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY; it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. The contractor shall sign and return with their RFQ response the E-Verify Declaration below. Failure to do so may be cause for rejection of RFQ.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State, that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

I certify that I am duly authorized to sign this declaration on behalf of my company.

I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20__.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

**City of Yakima
Personnel Inventory Form**

*** To Accompany RFQ Proposal ***

Firm Name: _____ Contact: _____

Address: _____ Phone Number: _____

City: _____ State: _____ Zip: _____

Type of Service Provided: _____

Are you a certified DBE or WMBE?: YES___ NO___. If yes, what is your certification number?

**Contractor's Entire Work Force - if you need additional space,
photocopy this section and attach it to this form.**

Occupation	Total Employed		Total Minorities		African American		Asian or Pacific Islander		Native American		Hispanic or Latino		Apprentice Trainee	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officers														
Foremen														
Clerical														
Totals:														

Goals for minorities and women employees in the contractor's and subcontractor's workforce are 10% combined. Contractors and subcontractors do not have to fire or lay off employees to meet these goals, however, if new employees are hired, it shall be an obligation to make a good faith effort to hire qualified minorities and women.

VI. APPLICANT QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Applicant to provide such information within a mandatory due date. You must submit this completed form to the Owner with your submittal. **Failure to submit this form fully completely may result in disqualification of RFQ submittal.**

APPLICANT INFORMATION

Applicant's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this submittal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: _____ No: _____

Please explain _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: _____ No: _____

Please explain _____

BUSINESS INTEGRITY

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations? Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the submittals on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.* Yes: _____ No: _____

Please explain _____

CITY OF YAKIMA ROTATIONAL TOWING AGREEMENT

(Separate Agreement will be required for City and County)

_____ DOL NO.

THIS TWO-PART DOCUMENT IS AN AGREEMENT BETWEEN:

_____ DOING BUSINESS AS
(Applicant)

_____ (Firm Name)

_____ (Address) _____ (Phone Number)

_____ (E-mail Address)

AND THE CITY OF YAKIMA:

PART I: LETTER OF APPOINTMENT – CITY OF YAKIMA ROTATIONAL TOW LIST

The above named towing business (operator) is authorized to render towing service (as provided in Revised Code of Washington (RCW), Chapter 46, and Washington Administrative Code (WAC), Titles 204 and 308) in the following:

City of Yakima		Tow Zone		Class A , B, C, D, or E Trucks	Tow Operator Initials:
		And/or Tow Zone		Class C Trucks	Tow Operator Initials:

This Letter of Appointment is valid for the above-named person(s) and business location only. It is valid until _____, or until cancelled, superseded, suspended, or revoked as set forth herein.

This Letter of Appointment is effective from _____ through _____. However, if neither party asks to re-open this agreement, then the Letter of Appointment will be automatically extended each following year (and the increases stipulated under “future increases” will be implemented by the City of Yakima as adjusted with the WSP rates). The maximum term of this agreement shall be five (5) years.

The above named tow operator shall be licensed by the Washington State Department of Licensing (DOL) as registered tow truck operator (RTTO) during the entire period of this Letter of Appointment, and the Letter of Appointment shall immediately terminate should that license be suspended, revoked, or terminated by DOL.

All towing and storage services shall be performed in accordance with the provisions of 46.55 RCW, 204-91A WAC, and 308-61 WAC as currently formulated or as may be subsequently amended. This agreement may be renegotiated if there are major changes in the economic conditions.

PART II: ROTATIONAL TOW RATE CAP AGREEMENT

This agreement contains rules and regulations a tow operator agrees to comply with in order to receive a spot on the rotational tow listing with the City of Yakima. Participation in the City of Yakima tow rotation is voluntary. Compliance with all of the terms and conditions of the agreement is mandatory for companies signing this agreement. An owner/operator, by agreeing to participate in the City of Yakima rotation, is not acting as an agent for the City of Yakima when performing services under this agreement. The tow operator agrees to provide towing services to members of the City of Yakima and other motorists, when requested.

The tow owner/operator shall ensure tow truck drivers responding to calls initiated by the City of Yakima are qualified, competent, trained and proficient in the use of the tow truck used and its related equipment. This training and proficiency includes, but is not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through the City of Yakima rotational process.

Capability to provide a 20 minute response time is required.

A tow operator who charges the general public (private citizens) rates lower than those identified in this agreement for services listed below **shall charge the same lower rate for similar services performed as a result of City of Yakima originated calls and authorized impounds** for services that include, but are not limited to:

1. Roadside mechanical service, including fuel transfer, tire, and belt changes, etc.
2. Disabled vehicles tow/transportation.
3. Storage.
4. After hours release fees.

Rates shall not exceed (but may be less than) Rates as set annually by Washington State Patrol (WSP).

5. **Storage Rate:** WSP Rate \$45.00 per day
6. **Storage:** Storage rates shall follow the guidelines set forth in WAC 204-91A-140.
7. **Hourly Labor:** Extra RTO Employee/Driver \$88.50 (per hour) (based on ½ the current Class A Truck Rate; must have supporting documentation showing continuous employment)
8. **Casual Labor:** Charges based on cost (must have supporting documentation) plus 25 percent mark-up.
9. **Auxiliary Equipment:** Charges based upon the actual cost of equipment (must have supporting receipt) plus 20 percent mark-up.
10. **Handling and Disposing of Hazardous Materials:** Charges based upon cost of handling and disposing (must have supporting documentation) plus 20 percent mark-up.
11. **The term “rotator”** applies to any approved vehicle that has a rotating boom (Class A-D). The cost of using a rotator, other than the S1 will be its class rate plus 40 percent. Rotator rates shall only apply if:
 - a. The services are specifically requested by the legal or registered owner of the vehicle, or the officer in charge of the scene at the time of dispatch.
 - b. After being dispatched to the scene, the tow operator, legal or registered owner of the vehicle, and/or the officer in charge of the scene agree to the cost and benefits of the use of the rotator and the rotator is actually used in the recovery.
12. **The term “GVWR” Gross Vehicle Weight Rating** applies to Class B with 30,000 lbs. GVWR or more with air brakes and rates apply only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.
 - a. **Class E & S rates** shall have a maximum rate appropriate for its GVWR. For example, if a Class E or S

truck has a GVWR of 17,000 lbs. or more, Class B rates will apply if hauling Class B loads. Class A rates apply if hauling Class A loads.

13. **Extra Equipment/Manpower:** Only the registered or legal owner of a vehicle or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, can authorize extra labor or equipment as outlined in WAC 204-91A-140(d).
14. **Application of Rate Maximums:** These rate maximums shall apply whether the services are provided as a result of "primary" (initial) or "secondary" tows as defined in WAC 204-91A-030
15. **Removal Liability:** RCW 46.52.020 (b) states, "A law enforcement officer or representative of the department of transportation may cause a motor vehicle, cargo, or debris to be moved from the roadway; and neither the department of transportation representative, nor anyone acting under the direction of the officer or the department of transportation representative is liable for damage to the motor vehicle, cargo, or debris caused by reasonable efforts of removal".
16. **Fee for Absorbent Materials:** Tow operators will receive an additional \$5.00 per hour fee for carrying and use of absorbent material for fluid spills. This fee will be granted whether the material is used or not. This fee is included in the hourly rates listed above.
17. **Future Increases:** The Seattle-Tacoma-Bremerton area Consumer Price Index for all Urban Consumers (CPI-U) – Transportation expenditure category will be utilized for future increases/decreases in truck and storage rates. Said increases/decreases will be to the nearest whole dollar and shall be made automatically on January 1st of each year, unless either party demands to meet and confer about price increases/decreases. The annual review and increase/decrease will be based on the unadjusted CPI-U Transportation from December of the previous year.
18. **Removal Liability:** RCW 46.52.020 (b) states, "A law enforcement officer or representative of the department of transportation may cause a motor vehicle, cargo, or debris to be moved from the roadway; and neither the department of transportation representative, nor anyone acting under the direction of the officer or the department of transportation representative is liable for damage to the motor vehicle, cargo, or debris caused by reasonable efforts of removal. "

The City of Yakima will call the tow operators on a rotational basis with other tow operators who have qualified and are issued a Letter of Appointment for the above listed zone(s). Only tow truck operators who have a current/valid Letter of Appointment will be called by the City of Yakima in this zone, except for emergency situations or when a motorist has a personal preference request for another tow operator/company.

The applicant agrees, as a condition of inclusion on the rotational tow list, to comply with the terms and conditions of this agreement. Furthermore, the applicant agrees that failure by any employee of the towing company to comply with these terms and conditions shall be cause for written reprimand, suspension, or termination. Alleged violations of the agreement, RCW's and/or WAC's will be investigated by the City of Yakima. The operator will be notified of the findings within thirty calendar days of the conclusion of the investigation.

This agreement may be canceled by:

1. Either the tow operator or the City of Yakima, without cause, by providing 30 days written notice;
2. The City of Yakima, immediately upon notification of confirmed criminal activity, deliberate over-charging, or failure to follow requirements outlined in RCW or WAC's;
3. The City of Yakima, immediately upon receiving written notice from DOL the RTTO's license has been suspended, cancelled, or revoked by DOL.

Nothing herein shall be deemed to prohibit the City of Yakima from immediately suspending any applicant, operator, or employee where in the opinion of the Agent for Yakima Police Department, there is a danger to the public health, safety

or welfare, or where the applicant, operator, or employee has engaged in conduct constituting a violation of this signed agreement.

Indemnity/Insurance:

(A) The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

(B) The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

(C) Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this agreement or the type and with the limits specified within the attached insurance requirements, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Purchasing Manager, 129 North 2nd Street, Yakima, Washington 98901, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

Entire Agreement:

This Agreement, along with the proposal and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

Law/Severability/Venue:

The laws of the State of Washington govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall lie in a Court of competent jurisdiction within the State of Washington in and for Yakima County.

By: _____

Tony O'Rourke, City Manager

(name of business)

Date: _____

Date: _____

By: _____

Print Name

YAKIMA COUNTY ROTATIONAL TOWING AGREEMENT

(Separate Agreement will be required for City and County)

_____ DOL NO.

THIS TWO-PART DOCUMENT IS AN AGREEMENT BETWEEN:

_____ DOING BUSINESS AS
(Applicant)

_____ (Firm Name)

_____ (Address) _____ (Phone Number)

_____ (E-mail Address)

AND YAKIMA COUNTY:

PART I: LETTER OF APPOINTMENT – YAKIMA COUNTY ROTATIONAL TOW LIST

The above named towing business (operator) is authorized to render towing service (as provided in Revised Code of Washington (RCW), Chapter 46, and Washington Administrative Code (WAC), Titles 204 and 308) in the following:

Yakima County	Tow Zone		Class A , B, C, D, or E Trucks	Tow Operator Initials:
	And/or Tow Zone		Class C Trucks	Tow Operator Initials:

This Letter of Appointment is valid for the above-named person(s) and business location only. It is valid until _____, or until cancelled, superseded, suspended, or revoked as set forth herein.

This Letter of Appointment is effective from _____ through _____. However, if neither party asks to re-open this agreement, then the Letter of Appointment will be automatically extended for one year (and the increases stipulated under “future increases” will be implemented by the City of Yakima as adjusted with the WSP rates). The maximum term of this agreement shall be five (5) years.

The above named tow operator shall be licensed by the Washington State Department of Licensing (DOL) as registered tow truck operator (RTTO) during the period of this Letter of Appointment, and the Letter of Appointment shall immediately terminate should that license be suspended, revoked, or terminated by DOL.

All towing and storage services shall be performed in accordance with the provisions of 46.55 RCW, 204-91A WAC, and 308-61 WAC as currently formulated or as may be subsequently amended. This agreement may be renegotiated if there are major changes in the economic conditions.

PART II: ROTATIONAL TOW RATE CAP AGREEMENT

This agreement contains rules and regulations a tow operator agrees to comply with in order to receive a spot on the rotational tow listing with the Yakima County. Participation in Yakima County's tow rotation is voluntary. Compliance with all of the terms and conditions of the agreement is mandatory for companies signing this agreement. An owner/operator, by agreeing to participate in Yakima County's rotation, is not acting as an agent for Yakima County when performing services under this agreement. The tow operator agrees to provide towing services to members of Yakima County and other motorists, when requested.

The tow owner/operator shall ensure tow truck drivers responding to calls initiated by Yakima County are qualified, competent, trained and proficient in the use of the tow truck used and its related equipment. Including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through Yakima County rotational process.

Capability to provide a 20 minute response time is required.

A tow operator who charges the general public (private citizens) rates lower than those identified in this agreement for services listed below **shall charge the same lower rate for similar services performed as a result of Yakima County originated calls and authorized impounds.**

1. Roadside mechanical service, including fuel transfer, tire, and belt changes, etc.
2. Disabled vehicles tow/transportation.
3. Storage.
4. After hours release fees.

Rates shall not exceed (but may be less than) Rates as set annually by Washington State Patrol (WSP).

5. **Storage Rate:** WSP Rate \$45.00 per day
6. **Storage:** Storage rates shall follow the guidelines set forth in WAC 204-91A-140.
7. **Hourly Labor:** Extra RTO Employee/Driver \$88.50 (per hour) (based on ½ the current Class A Truck Rate; must have supporting documentation showing continuous employment)
8. **Casual Labor:** Charges based on cost (must have supporting documentation) plus 25 percent mark-up.
9. **Auxiliary Equipment:** Charges based upon the actual cost of equipment (must have supporting receipt) plus 20 percent mark-up.
10. **Handling and Disposing of Hazardous Materials:** Charges based upon cost of handling and disposing (must have supporting documentation) plus 20 percent mark-up.
11. **The term "rotator"** applies to any approved vehicle that has a rotating boom (Class A-D). The cost of using a rotator, other than the S1 will be its class rate plus 40 percent. Rotator rates shall only apply if:
 - a. The services are specifically requested by the legal or registered owner of the vehicle, or the officer in charge of the scene at the time of dispatch.
 - c. After being dispatched to the scene, the tow operator, legal or registered owner of the vehicle, and/or the officer in charge of the scene agree to the cost and benefits of the use of the rotator and the rotator is actually used in the recovery.
12. **The term "GVWR" Gross Vehicle Weight Rating** applies to Class B with 30,000 lbs. GVWR or more with air brakes and rates apply only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.
 - a. **Class E & S rates** shall have a maximum rate appropriate for its GVWR. For example, if a Class E or S truck has a GVWR of 17,000 lbs. or more, Class B rates will apply if hauling Class B loads. Class A rates

apply if hauling Class A loads.

13. The services are specifically requested by the legal or registered owner of the vehicle, or the officer in charge of the scene at the time of dispatch.
14. After being dispatched to the scene, the tow operator, legal or registered owner of the vehicle, and/or the officer in charge of the scene agree to the cost and benefits of the use of the rotator and the rotator is actually used in the recovery.
15. **Extra Equipment/Manpower:** Only the registered or legal owner of a vehicle or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, can authorize extra labor or equipment as outlined in WAC 204-91A-140(d).
16. **Application of Rate Maximums:** These rate maximums shall apply whether the services are provided as a result of “primary” (initial) or “secondary” tows as defined in WAC 204-91A-030
17. **Removal Liability:** RCW 46.52.020 (b) states, “A law enforcement officer or representative of the department of transportation may cause a motor vehicle, cargo, or debris to be moved from the roadway; and neither the department of transportation representative, nor anyone acting under the direction of the officer or the department of transportation representative is liable for damage to the motor vehicle, cargo, or debris caused by reasonable efforts of removal”.
18. **Fee for Absorbent Materials:** Tow operators will receive an additional \$5.00 per hour fee for carrying and use of absorbent material for fluid spills. This fee will be granted whether the material is used or not. This fee is included in the hourly rates listed above.
19. **Future Increases:** The Seattle-Tacoma-Bremerton area Consumer Price Index for all Urban Consumers (CPI-U) – Transportation expenditure category will be utilized for future increases/decreases in truck and storage rates. Said increases/decreases will be to the nearest whole dollar and shall be made automatically on January 1st of each year, unless either party demands to meet and confer about price increases/decreases. The annual review and increase/decrease will be based on the unadjusted CPI-U Transportation from December of the previous year.
20. **Removal Liability:** RCW 46.52.020 (b) states, “A law enforcement officer or representative of the department of transportation may cause a motor vehicle, cargo, or debris to be moved from the roadway; and neither the department of transportation representative, nor anyone acting under the direction of the officer or the department of transportation representative is liable for damage to the motor vehicle, cargo, or debris caused by reasonable efforts of removal. “

Yakima County will call the tow operators on a rotational basis with other tow operators who have qualified and are issued a Letter of Appointment for the above listed zone(s). Only tow truck operators who have a current/valid Letter of Appointment will be called by Yakima County in this zone, except for emergency situations or when a motorist has a personal preference request for another tow operator/company.

The applicant agrees, as a condition of inclusion on the rotational tow list, to comply with the terms and conditions of this agreement. Furthermore, the applicant agrees that failure by any employee of the towing company to comply with these terms and conditions shall be cause for written reprimand, suspension, or termination. Alleged violations of the agreement, RCW’s and/or WAC’s will be investigated by Yakima County. The operator will be notified of the findings within thirty calendar days of the conclusion of the investigation.

This agreement may be canceled by:

21. Either the tow operator or Yakima County, without cause, by providing 30 days written notice;
22. Yakima County, for confirmed criminal activity, deliberate over-charging, or failure to follow requirements outlined in RCW or WAC’s;

23. Yakima County, immediately upon receiving written notice from DOL the RTTO's license has been suspended, canceled, or revoked by DOL.

Nothing herein shall be deemed to prohibit Yakima County from immediately suspending any applicant, operator, or employee where in the opinion of the Agent for Yakima Sheriff's Department, there is a danger to the public health, safety or welfare, or where the applicant, operator, or employee has engaged in conduct constituting a violation of this signed agreement.

Indemnity/Insurance:

(A) The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

(B) The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

(C) Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this agreement or the type and with the limits specified within the attached insurance requirements, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Purchasing Manager, 129 North 2nd Street, Yakima, Washington 98901, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

Entire Agreement:

This Agreement, along with the proposal and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

Law/Severability/ Venue:

The laws of the State of Washington govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in a Court of competent jurisdiction within the State of Washington in and for Yakima County.

(name of business)

Date: _____

By: _____

Print Name

(Agreement name & number)

DONE this ____ day of _____ 2015

BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest: Tiera L. Girard
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

WAC 204-91A-140

Fees

Where WA State Patrol is referenced, it shall also apply to City of Yakima

(1) Towing fees must be based on a flat, hourly rate only and will apply without regard to the hour of day, day of the week or whether the service was performed on a Saturday, Sunday, or state recognized holiday. The hourly rate for each class of truck must be charged for services performed for initial tows and secondary tows performed during business hours. Charges for secondary tows performed during non-business hours, on weekends or state recognized holidays, if different from the hourly rate, must be negotiated and agreed upon with the vehicle owner/agent before the tow is made.

The tow inspector will investigate allegations of overcharging. Intentional overcharging or a pattern of overcharging will be cause for suspension. The tow operator's failure to reimburse the aggrieved customer(s) may be cause for suspension, after a tow inspector has determined that overcharging occurred and may result in the suspension or revocation of the tow operators letter of appointment. The suspension will remain in effect until the tow operator has presented to the patrol sufficient proof that the aggrieved customer(s) has been fully reimbursed.

(2) The chief or designee will, prior to October 15th of each year, establish maximum hourly towing rates for each class of tow truck and maximum daily storage rates that tow operators may charge for services performed as a result of state patrol calls. The maximum rates will be determined after consultation with members of the towing industry, review of current private towing rates, and such other economic factors as the chief deems appropriate.

When signed by the chief or designee and the tow operator, a contractual agreement to charge no more than the maximum rates will become part of the operator's letter of appointment. The tow operator may, however, adopt a rate schedule charging less than the maximum rates established by the chief.

The hourly rate must:

- (a) Apply when a call for a tow is made by the state patrol, except as outlined under subsection (6) of this section. This includes, but may not be limited to, collisions and impound requests.
- (b) Include all ancillary activities including, but not limited to, removal of glass, debris, and vehicle fluids less than one gallon from the roadway and areas referred to as the "scene or incident location," necessary winching, dolly service, drive line removal, installation of chains on the tow truck, installation of portable lights, vehicle hookup for towing or transporting, tire replacement and standby time. Before leaving any collision or incident location, the tow company must advise the department of transportation, the patrol, local law enforcement road department of all fluid spills greater than one gallon remaining.
- (c) Include the labor of one person per truck. When responding with a class "C" or an S-1 rotator truck to a major collision or incident location; a second person is allowed at the hourly labor rate per contract for an extra registered tow truck operator employee. Any charges for additional labor or ancillary vehicles, or both, or for removing debris, cargo, or other items at the collision or incident location must have prior authorization from the legal or registered owner/agent, or a member of the patrol at the scene, and must have documentation in the vehicle transaction file for inspection purposes. Documentation must include:
 - (i) The first and last name of the person who requested the additional labor, ancillary vehicle, or removal of debris, cargo, or other items at the collision or incident location.
 - (ii) How and when the approval was obtained.
- (d) Be computed from the actual time the truck departs in response to a call until the truck returns to its tow zone, responds to another call, returns to the storage area, or returns to the place of business of the registered

tow truck operator. Billing invoices must have the time of day and date a vehicle arrives at the storage area or place of business of the registered tow truck operator.

The hourly rate must be applied to the resulting net time and, after the first hour, must be rounded to the nearest fifteen minutes. The operator may charge the hourly rate for the first hour or any fifteen minute portion thereof.

(e) Be evenly divided between customer vehicles transported when class "E" trucks are used for multiple towing/recovery services (one on bed, one in tow) from the same service call or incident location.

(3) The basic storage fee:

(a) Must be calculated using bumper to bumper measurements for vehicles, and using tongue to bumper measurements for trailers; and

(b) Must be calculated on a twenty-four-hour basis and must be charged to the nearest half day from the time the vehicle arrives at the secure storage area. Vehicles stored over twelve hours on any given day within the twenty-four-hour period may be charged a full day's storage. Vehicles stored less than twelve hours on any given day, may only be charged for twelve hours of storage; and

(c) Must be the same for all three and four-wheel vehicles twenty feet or less in length; and

(d) For vehicles or combinations exceeding twenty feet, the storage fee must be computed by multiplying each twenty feet of vehicle length, or any portion thereof, by the basic storage fee; and

(e) For motorcycles, operators may charge the basic storage fee for vehicles.

(4) To charge fees for ancillary equipment, additional labor, or removal of cargo and commodities that must be offloaded after placed in the storage area or registered tow truck operator's place of business for the purpose of disposal or storage, the operator must provide written notification of such fees to the legal owner, registered owner or owner's agent of the vehicle and must make a good faith attempt to gain prior authorization for estimated charges.

(a) Notification must include an itemized list of the estimated charges for any ancillary equipment, additional labor, or removal of cargo and commodities that must be offloaded after placed in the storage area or registered tow truck operator's place of business for the purpose of disposal or storage.

(b) Documentation must include:

(i) A copy of the written notification made to the legal owner, registered owner, or owner's agent.

(ii) Full name of the individual(s) contacted or attempted to be contacted for authorization for completion of additional labor, ancillary equipment, or removal of cargo or commodities for the purpose of disposal or storage.

(iii) The company representing the legal owner, registered owner, or owner's agent if applicable.

(iv) Date and time of each contact.

(v) Phone number and any other contact information that was available at the time of the contact.

(c) The patrol will provide the insurance information by request of the operator, if available.

(5) After hours release fee may be assessed if the tow operator or employee must be at the business location specifically for the purpose of releasing the vehicle and/or property on any weekday after 5 p.m. and before 8 a.m.; Saturday or Sunday; or on any state recognized holiday. After hour fees must:

(a) Be based on a flat, hourly rate;

(b) Be applied to the resulting net time and, after the first hour, must be rounded to the nearest fifteen minutes; and

(c) Be no more than one-half of the class "A" rate.

(6)(a) Any tow operator who charges the general public (i.e., private citizens) rates lower than those identified in the contractual agreement for the following services must charge the same lower rate for similar services performed as a result of patrol initiated calls:

- (i) Roadside mechanical service including, but are not limited to, fuel transfer, tire and belt changes;
- (ii) Disabled vehicle tow/transportation;
- (iii) Storage;
- (iv) After hours release fees.

(b) The price requirement in subsection (a)(i) through (iii) of this section does not apply to unoccupied vehicle situations in which the owner/operator has had no prior contact with either the state patrol or the tow operator.

(7) Upon redemption of a vehicle, an additional charge may not be assessed for moving or relocating any stored vehicle from inside a tow operator's storage yard to the front of the business establishment.

(8) Tolls and ferry fares paid by the tow operator or employee as a result of charges attributed to services provided during travel to and from a service call while using the shortest reasonable route, may be added as a separate line item to the tow bill. Added charges must be evidenced by a receipt or highlighted (i.e., "Good to Go" or "Wave to Go") on the transaction document and kept in the vehicle transaction file for inspection purposes.

[Statutory Authority: RCW [46.37.005](#), 46.55.050, and 46.55.115. WSR 14-17-104, § 204-91A-140, filed 8/19/14, effective 9/19/14; WSR 13-18-065, § 204-91A-140, filed 9/3/13, effective 10/4/13; WSR 09-09-118, § 204-91A-140, filed 4/21/09, effective 5/22/09. Statutory Authority: RCW [46.37.005](#) and 46.55.115. WSR 07-02-025A, § 204-91A-140, filed 12/22/06, effective 1/22/07. Statutory Authority: RCW [46.37.005](#). WSR 04-20-021, § 204-91A-140, filed 9/28/04, effective 10/29/04. Statutory Authority: RCW [46.37.005](#), 46.55.050, and 46.55.115. WSR 02-07-056, § 204-91A-140, filed 3/15/02, effective 4/15/02. Statutory Authority: RCW [46.37.005](#) and 46.55.050. WSR 97-08-021, § 204-91A-140, filed 3/25/97, effective 4/25/97. Statutory Authority: RCW [46.61.567](#). WSR 89-21-044, § 204-91A-140, filed 10/13/89, effective 11/13/89. Statutory Authority: RCW [46.35.005](#) [46.37.005]. WSR 89-14-015 (Order 89-04-ESR), § 204-91A-140, filed 6/23/89.]



AUTO LIABILITY ONLY

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: INSURANCE AGENT ISSUING CERTIFICATE ADDRESS
CONTACT NAME: Insurance Agent Information
PHONE: (A/C, No. Ext): FAX: (A/C, No.):
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE: INSURER A: A-VII or better, admitted carrier
INSURED: ENTITY INSURED ADDRESS
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, AGGL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER: City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD25(2010/05)

The ACORD name and logo are registered marks of ACORD



TOWING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT ISSUING CERTIFICATE ADDRESS	CONTACT NAME Insurance Agent Information
	PHONE (AC No. Ext): _____ FAX (AC No.) _____ E-MAIL ADDRESS: _____
INSURED ENTITY INSURED ADDRESS	INSURER(S) AFFORDING COVERAGE
	INSURER A: A-VII or better, admitted carrier
	INSURER B: _____
	INSURER C: _____
	INSURER D: _____
	INSURER E: _____

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC INSR	INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ _____
	GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		POLICY NUMBER	start date	stop date	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____						
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Necessary in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		POLICY NUMBER Stop Gap/EL Only	start date	stop date	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
	A Cargo / on Hook Garagekeepers Liab.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Yakima and the County of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE SIGNATURE

© 1988-2010 ACORD CORPORATION. All rights reserved.