

City of Yakima
NOTICE TO PROPOSERS
RFP No. 11538-P

Notice is hereby given by the undersigned that sealed Requests for Proposals 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 December 10, 2015**. At such time, Proposers names will be publicly read for:

The City of Yakima's Police Department (YPD) is requesting bids for investigative/evidence towing services including tows for both YPD vehicles and impounds for investigative purposes per the following specifications.

This Bid does not include services provided under YPD's rotational list. This Bid also does not include citizen requests for towing service for disabled vehicles due to mechanical problems or traffic accidents.

Request for Proposal 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 reserves the right to reject any and all RFP's. The City of Yakima hereby notifies all proposers 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, pregnancy, veteran status, 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 8th day of November, 2015.

Colleen Bailey, CPPO
Buyer II

Publish on November 8th and 9th, 2015

YHR acct. 10948



YAKIMA CITY REQUEST FOR PROPOSAL # 11538P COVER SHEET

THIS IS NOT AN ORDER



RFP Release Date: November, 8, 2015

Proposal Receipt: Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP) Number **11538-P**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late proposals will be rejected.** Proposals MUST be date and time stamped on or before the date and time listed below that the proposal is due. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. **Deliver to:**

**City of Yakima Clerk's Office
129 North 2nd Street
Yakima, WA 98901**

Do not bring your proposal in to the opening room. Proposal must be received and date stamped by the Clerk's Office

Proposals Must be in the office no later than

December 10, 2015 at 2:00:00 PM PST

Public Opening

PROPOSER'S Name & Address (to be filled out by proposer):

Purchasing For:

City of Yakima Police Department
200 South Third Street
Yakima, WA 98901

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

Colleen Bailey, Buyer II

Phone

(509) 576-6787

E-Mail Address

colleen.bailey@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

The City of Yakima's Police Department (YPD) is requesting bids for investigative/evidence towing services including tows for both YPD vehicles and impounds for investigative purposes per the following specifications.

This Bid does not include services provided under YPD's rotational list. This Bid also does not include citizen requests for towing service for disabled vehicles due to mechanical problems or traffic accidents.

Contractor must be licensed and authorized to render towing service. All towing and storage services shall be performed in accordance with the provisions of Revised Code of Washington (RCW), Chapter 46.55 <http://apps.leg.wa.gov/rcw/default.aspx?cite=46.55#> and Washington Administrative Code (WAC), Titles 204-91A <http://apps.leg.wa.gov/WAC/default.aspx?cite=204-91A> and 308-61 <http://apps.leg.wa.gov/wac/default.aspx?cite=308-61> .

Pricing based on a proposed discount off the current Washington State Patrol (WSP) towing rates as adjusted annually. Towing Services will be performed on an as-needed basis.

Enter Prompt Payment Discount: _____%net____ days

We/I will complete project within _____ days after receipt of order.

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 proposal 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 proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer 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 in this Request for Proposal and all terms of our proposal.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Email Address

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I. DEFINITIONS

A. The following definitions of terms shall apply, unless otherwise indicated:

“Buyer” means the contact person listed on page 2 of this document.

“City” means the City of Yakima, Washington. Also referred to as **“Owner”**.

“Contract” means written agreement between the **“Owner”** and the **“Contractor”** (or **“Successful Proposer”**) that covers the delivery of work to be performed subsequent to this RFP.

“Contract Manager” means the individual in the City of Yakima Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

“Contractor” means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

“Department” means the City of Yakima, Department/Division.

“Executive” means the City of Yakima City Manager.

“Owner” also referred to as City of Yakima.

“Project Manager” means the individual in City of Yakima/Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

“Proposal” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

“Proposer” means any individual, company, corporation, or other entity that responds to this RFP.

“RFP” means Request for Proposal.

“RTTO” means Registered Tow Truck Operator.

“SOW” means Statement of Work.

“Subcontractor” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

RFP # 11538-P

Investigative Towing

II. GENERAL INFORMATION

A. Introduction

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for: Investigative/Evidence Towing for The City of Yakima Police Department (referred to as "Owner" throughout this document). City Purchasing intends to use the results of this solicitation to award a contract for such services.

B. Scope and Objectives

The City of Yakima's Police Department (YPD) is requesting bids for investigative/evidence towing services including tows for both YPD vehicles and impounds for investigative purposes per the following specifications.

This Bid does not include services provided under YPD's rotational list. This Bid also does not include citizen requests for towing service for disabled vehicles due to mechanical problems or traffic accidents.

C. Background and Current Operations

ABOUT THE OWNER

The City of Yakima, county seat of Yakima County, was incorporated in 1886 and is located in central Washington State. It encompasses 28.7 square miles in an area of rich volcanic soil. The City is 145 miles southeast of Seattle, and 200 miles southwest of Spokane, Washington. The region is served by rail, highway and air transportation facilities, which have helped develop the City as the commercial and business center of Central Washington. With a 2012 population of 91,930 Yakima is the ninth largest city in the State of Washington.

The City provides the full range of municipal services contemplated by charter or statute. These include public safety (police, fire, and building), public improvements (streets, traffic signals), sanitation (solid waste disposal, sanitary wastewater utility), water and irrigation utilities, transit, community development, parks and recreation, and general administrative services.

The City of Yakima lies within Yakima County in the fertile Yakima River Valley. Apples, cherries, pears, grapes, and other fruits, plus a wide variety of field crops and vegetables make the Yakima Valley one of the top agricultural producing areas of the nation. There are over 400,000 acres of Agriculture zoned land within the County which produce over thirty types of fruits and vegetables. With its farm production base, the Yakima area is a major food processing region.

Adding to the area's economy are over 250 manufacturing firms in the Yakima area that produces a variety of products including wood products, packaging, plastic products, produce and aircraft parts.

CURRENT OPERATIONS

Currently the Owner utilizes towing agencies for approximately 130 investigative and evidence tows since January 2015. In 2014 there were a total of 134 tows for investigative and evidence purposes.

D. Contracting Agency and Point of Contact

This RFP 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 RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

E. Clarifications and/or Revisions to Specification and Requirements

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

Any questions, exceptions, or additions concerning the subject matter of the RFP 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 RFP, supplements or revisions will be provided to all known Proposers 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 for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

F. News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

G. Proposer Conference and Site Visit

A proposer conference will not be conducted.

H. Examining Documents & Facilities

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

I. Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

DATE	EVENT
November 8, 2015	RFP Issuance
November 19, 2015	Due date for written questions
November 24, 2015	Addenda -Written answers provided (target)
December 10 at 2:00:00 PM PST	Proposals Due

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

J. Contract Term

See Section 2 of Contract.

K. Incurring Costs

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP 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 RFP.

L. No Obligation to Contract

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP 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. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

M. Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests.

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

III. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

B. Submitting a Proposal

Proposers shall submit one original (so marked) and three (3) paper copies, along with one (1) electronic version of all files via USB drive or CD. Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and marked "confidential". All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be sent to the address listed on page 2 of this RFP.

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

All Proposals shall list the information on the outside of the package as specified on Page 2 of this RFP.

C. Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

Tab 1 - Table of Contents

Provide a table of contents for the Proposal.

Tab 2 - RFP Cover Sheet

Complete and sign the Cover Sheet, which is page 2 of this RFP solicitation.

Tab 3 - Transmittal Letter

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1) Name and title of Proposer representative;
- 2) Name, physical and mailing address of company;
- 3) Telephone number, fax number, and email address;
- 4) RFP number and title;
- 5) Acknowledge any Addenda;
- 6) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 7) A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- 8) A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- 9) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

Tab 4 - Response to Mandatory Requirements

Provide a point-by-point response to each requirement specified in Sections V.A. of this RFP. Responses that fail to meet the mandatory requirements shall be rejected.

Tab 5- Response to General Requirements

Provide a point-by-point response to each requirement specified in Section V.C. of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 6 - Response to Technical Requirements

Provide a point-by-point response to each requirement specified in Section VI. of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP. State whether if you comply 100% with that particular specification, or indicate that you do not comply 100% and explain how your product/service deviates. Deviation on any item will not necessarily disallow proposal. The Owner shall be the sole judge as to whether a deviation/exception is acceptable, or not.

Tab 7– Sample Contract and Terms and Conditions

The Sample Contract (Exhibit A), General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer’s suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 8 – Required Forms

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

Tab 9 - Cost Proposal Information

Provide all cost information according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service. If service is not provided please state so.

D. Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the outside of the envelope and on each page included in the response.

E. Withdrawal of Proposals

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

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

B. Proposer Presentations

Based on evaluation of the written proposals by the Evaluation Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Evaluation Team. The Evaluation Team will make every reasonable attempt to schedule each presentation at a time and location

agreeable to the Proposer. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

C. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	General Requirements	25
2	Technical Requirements	50
3	Cost	25
	TOTAL POSSIBLE POINTS	100

The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost Proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the general and technical requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that best meets the needs of the Owner, not necessarily the lowest cost Proposal.

D. Proposal Scoring

An estimated two to four top scoring Proposals may be short-listed based on an evaluation of the written Proposal by the Evaluation Team on the stated criteria. A proposer may not contact any member of an Evaluation Team except at the Evaluation Team's direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

E. Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team's Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation Team shall then offer an "Intent to Negotiate and/or Intent to Award" the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

F. Offer in Effect for Ninety (90) Days

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

G. Notification of Intent to Negotiate/Intent to Award

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

H. Right to Reject Proposals and Negotiate Contract Terms

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

I. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Contractor 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 RFP 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 Contractor:

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 Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the contractor 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 protester 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. GENERAL PROPOSAL REQUIREMENTS

The following requirements in Sections V.A. - V.B. are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections V.A. - V.B. must indicate that the Proposer either “does comply” with the requirement or “does not comply”. No explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.

If you feel the Mandatory Proposal Requirements are proprietary, contact the Buyer listed on Page 2 to determine if requirements should be changed.

A. Mandatory Proposer Requirements

1. Proposer must have at least two (2) years of experience within the towing industry, including which of the following requirement(s) apply:

Yakima Police Department requires that all operators have a minimum of two years’ experience within the towing industry, including 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 bid 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 WSP or City/County 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.

2. If the tow company called upon is unable to respond, they must forfeit their turn and the tow will be passed on to the next company on the rotation list if applicable (**WAC 204-91A-180**):

(1) When called by the patrol during normal business hours, the tow truck operator must dispatch a tow truck, from within the assigned zone, tow trucks must be registered to and belong to the particular tow business that is called and assigned only to that tow zone. If an officer at the scene deems it necessary, the officer may authorize additional assistance from a registered tow truck operator outside of the tow zone. The truck(s) must be on scene within 20 minutes.

(2) When called by the patrol after normal business hours, the tow truck operator must dispatch a tow truck from within the assigned zone within fifteen minutes after receiving the call.

(3) The tow truck that is dispatched must arrive at the stated location within a reasonable time considering distance, traffic, and weather conditions.

(4) If for any reason a tow operator is unable to dispatch a tow truck within the stated time or if the dispatched truck will be delayed for any reason, the operator must advise the patrol stating the reason and estimated time of arrival. In the even the tow truck fails to arrive at the scene within a reasonable time, the patrol will contact another tow operator to respond to the scene and will cancel the original tow.

(5) A tow operator on rotation who is unable to dispatch or arrive within the times stated in subsections (1), (2), (3), and (4) of this section will forfeit the operator's turn and be placed at the bottom of the rotation list (if applicable) as if the operator had responded.

If there is more than one (1) company awarded this contract, the companies will be listed in alphabetical order and calls will be rotated. The Police Department will be instructing their officers to only allow the company that is called to take vehicles and if they are not available, the Police Department will summon the next company on the list.

If tow companies have three or more failed responses to show up to scene, The Police Department has the right to cancel them from the contract for cause.

3. If complaints are received based on officer interaction and/or complaints from the public, this will be cause for a notice to cure. If 2-3 complaints are received within a 12-month period, contractor may be placed on a 30-day probation period or contractor may be cancelled from the contract. Depending on the severity of the complaint, the City reserves the right to issue a notice to cure after one incident.

B. General Requirements

The purpose of this section is to provide the Owner with a basis for determining a Proposer's capability to undertake this Contract. Responses to this Section will be scored.

1. Organizational Capabilities:

Describe your company's experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.

Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.

2. Staff Qualifications:

Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project.

Identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in the project. For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least one (1) example of a project where the staff provided similar services to an organization with needs similar to those described in this RFP.

Identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract.

If any of these contacts change during the contract term, the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

3. Points not addressed:

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

4. Financial Capability to perform contract

Proposer shall submit a current Financial Statement audited by a CPA firm, which is not to be older than one (1) year.

C. Proposer References

Using the attached reference form (Exhibit F), provide at least three (3) references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, email address, telephone number, and a clear, concise description of the project.

The Owner will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the Evaluation Team for this RFP and will be used when scoring the written proposal.

D. Questionnaire

Proposer must complete the Vendor Questionnaire Form (Exhibit E) on page 50 and submit it in accordance with Section III.B.

VI. TECHNICAL REQUIREMENTS

Contractor Responsibilities, Features and Functionalities

Response Requirements

The Respondents must provide a detailed description of each major component of their proposed service. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Contractors are reminded to provide point-by-point responses to all specifications.

The Respondents must complete the following Technical Specification Section using one of the following responses for each of the specifications.

Y – Yes. The Respondent’s proposed service currently satisfies the entire requirement and the proposed system will completely support the requirement.

N – No. The Respondent’s service does not currently satisfy the entire requirement, and the Respondent’s service will not satisfy the requirement.

E – Explanation. The Respondent’s service partially satisfies the requirement and an explanation is included in the response.

MR – Modification Required. The Respondent’s service does not currently satisfy the requirement, but the contractor commits that the service will satisfy the requirement at no additional cost and shall be supported in the future.

Note that, though some of the following Technical specifications may be answered with a Y or N, the Respondents are encouraged to provide further detail where such detail might differentiate their services from those of their competitors or where such detail might assist the Evaluation Committee to better understand the proposal and make a more enlightened decision.

For the following sections and considering the Owner’s mission, objectives, challenges and broader vision as identified in this RFP and its attachments, Proposer shall:

ITEM	Y/N/E/MR
<p>A. General Overview: The following specifications are for the purpose of providing towing services of motor vehicles by the Contractor for or upon the request of the City of Yakima Police Department.</p>	
<p>B. Investigative Tows: Towing service to provide towing of City of Yakima Police Department impounded vehicles to the Yakima Police Department facility located at YPD Annex, or location designated by YPD investigators.</p>	
<p>C. Contract Tows: Any cars held on YPD hold should have the reason for the hold and the officer responsible for the investigation/release documented so that unnecessary storage fees are not accrued.</p> <p>Because the Police Department has limited evidence storage, we are looking for a facility that has secure, indoor long term storage. These cars are retained for a variety of reasons including additional evidence gathering, presentation as evidence or as requested by the prosecutor. These vehicles must remain under lock and key with access only to authorized personnel.</p> <p>In some rare cases the Police Department will choose to pay for a car that was taken for evidence or other reasons as a courtesy. These cars may be released and YPD billed.</p> <p>The contract tow may be used for a variety of reasons. Following are the most common:</p> <ol style="list-style-type: none"> 1. Police car damaged-tow to Yakima Police Department (YPD) facility or selected repair facility. Bill to YPD. 2. Police’s car needs tire changed-respond to YPD car location, change tire and return damaged tire/wheel to selected repair facility. Bill to YPD. 3. Police’s car needs tire chains installed or removed-typically done at YPD facility unless already stuck, conduct task, bill to YPD. 4. Private vehicle is seized for evidence. Tow vehicle to YPD facility until processing is complete. Once evidence gathering is complete, contracted tow company is summoned to collect car, return to their facility for release to owner or other authorized person. Contract tow rates plus additional storage while at towing facility would apply. Registered Owner/Legal Owner (RO/LO) will pay for fees prior to release. 5. Stolen vehicle is recovered and owner is not available for collection. Contract tow to take recovered stolen to their facility for release. Contracted tow rate plus storage to be paid by RO/LO. 6. Police take a car for a narcotics seizure-tow to YPD facility and bill to YPD. 7. If there is an additional tow to impound lot from YPD lot, and released to owner, this must be billed as 	

<p>one tow.</p>	
<p>D. Complaints:</p> <p>Pursuant to RCW 46.55.170 entitled "Complaints, where forwarded" and WAC 204-91A-100 entitled "Complaints", the City and/or the Yakima Police Department receives complaints involving registered tow truck operators, the City or the Yakima Police Department will forward the complaints, along with any supporting documents including all results from local investigations, to the Washington Department of Licensing and the Washington State Patrol.</p>	
<p>E. Care and Conditions of Towed Vehicles:</p> <ol style="list-style-type: none"> 1. All vehicles shall be handled and returned in substantially the same condition as they existed before being towed. All personal property and contents in the vehicle shall be kept intact. 2. Maintain tow vehicles in current condition, and all lights and equipment in working order. 	
<p>F. Release of Vehicles:</p> <p>The contractor shall, on a twenty-four (24) hour per day, seven (7) days per week basis, release to a customer any vehicle towed under this contract within a reasonable time period not exceeding thirty (30) minutes during business hours. After normal business hours, vehicles will be released within sixty (60) minutes of request. The time period for release of vehicles begins when the contractor is requested to release a vehicle by the Yakima Police Department. The contractor shall not release any vehicle impounded by the Police Department and stored at the contractor's storage facility until the contractor obtains permission from the Police Department. The contractor may charge a higher rate for after normal business hours release, as listed on the Bid Proposal Form.</p>	
<p>G. Twenty-Four Hour Recovery:</p> <p>Vehicles released from a Police facility and towed to the Contractor's facility will not be charged storage fees provided the owner recovers the vehicle from the contractor within twenty-four (24) hours. If the owner fails to recover the vehicle within twenty-four (24) hours, the contractor may charge contracted storage rates. The twenty-four (24) hours starts upon arriving at Contractor's Facility.</p>	
<p>H. Receipt Required:</p> <p>The Police Department will require a person claiming a vehicle from Police impound to present a receipt from the contractor indicating all applicable fees have been paid before such vehicle is released. If the person requesting the vehicle release fails to provide a receipt from the contractor, the vehicle will not be released. The Police will not collect any payments for the contractor. Contractor shall not release vehicles until fees are paid, unless written authorization has been provided by the Police Department.</p>	
<p>I. Towing Weight Classification:</p> <p>Contractors must be capable of providing towing services for the listed vehicle classifications. The Police Department reserves the right to call specialized recovery equipment if a situation occurs which requires equipment that the contractor is not capable of providing.</p> <ol style="list-style-type: none"> 1. Cars, light trucks, motorcycles and scooters, this shall cover towing of any automobile or light truck up to 11,000 lbs. registered GVW. 2. Medium duty trucks, this shall cover towing of any medium duty truck with a registered GVW of 11,000 to 34,000 lbs. 3. Heavy duty trucks, this shall cover towing of any heavy duty truck, van, bus, motor home with a registered GVW over 34,000 lbs. 	

<p>J. Abandoned Vehicles: Contractor shall dispose of abandoned vehicles pursuant to RCW and WAC.</p> <p>In addition, prior to disposing of abandoned vehicle, a Notice of Auction must be placed in the Yakima Herald-Republic Newspaper.</p>	
<p>K. Equipment:</p> <ol style="list-style-type: none"> 1. Contractor must be equipped with dual tires on the real axle or duplex type tires, sometimes referred to as super single with a load rating that is comparable to dual tire rating. 2. Have dual or single boom capacity of not less than six (6) tons with a minimum of two (2) cables. 3. Have winches of a type that may be operated independently, or jointly, and each must contain a minimum of 100 ft. of cable of a continuous length per drum (3/8 inch diameter minimum). 4. Comply with all legal light requirements. 5. Have mounted there on a revolving red light capable of 360 degrees viability, which will be used only at accident or emergency scenes. 6. Carry a portable tail and stop lamp bracket with an extension cord capable of being mounted on the rear of a damaged or disabled vehicle. 7. Carry a broom, shovel, flares, a 20 BC rating fire extinguisher(s) or equivalent, tow pinch bars or comparable and two snatch blocks or equivalent in working condition. 8. Have a tow sling or other comparable device made of a material designed to protect vehicles/motorcycles while being towed. 9. Carry a portable dolly, or its equivalent, for hauling vehicles that cannot be towed. 10. Be maintained in good mechanical condition. 11. Be properly licensed. 12. Be equipped with a two-way radio or other comparable equipment that has the ability to communicate with a base station. 13. Have the trucks interior kept reasonably clean. 14. Have equipment that is commensurate with the manufacturer's basic boom rating. 15. Display the firm's name, city and telephone number painted on, or permanently affixed to the vehicle. 	
<p>L. Contractor and Operator Expectations: Contractor and Operators will maintain a civil attitude and demeanor when dealing with the public and/or City of Yakima employees.</p> <ol style="list-style-type: none"> 1. Be listed by firm name in the yellow pages of their local telephone directory. 2. Have posted a sign advertising their business location, visible to the public. Such sign will comply with all State, County and Local sign ordinances. 3. Be open for business and attended by an employee capable of releasing stored/impounded vehicles, Monday through Friday, for a six (6) hour period between the hours of 8:00 AM and 6:00 PM. 4. Have their business hours conspicuously posted at their place of business, visible to the public when the business is closed. 5. Furnish the City of Yakima Police Department with a list of their business hours. 6. Clean accident/incident scenes of all glass or other debris. 7. Be experienced and efficient. If a new operator is being trained, an experienced operator must also be in attendance. 8. Be available 24 hours a day, seven days a week for towing service without penalty for so-called "after hours, or weekend or holiday service." 9. Be available 24 hours a day, seven days a week to release vehicles to persons whose vehicles have been placed in a tow truck operators storage area, without penalty for so-called after hours, weekend or holiday service. 10. Not refuse to surrender property from any vehicle stored when such property is not an integral part 	

<p>of the vehicle. This shall NOT apply to any vehicle with an "Investigative Hold". No one may enter or remove any item from a "Held Vehicle", without the permission of the investigator assigned to the case.</p> <p>The contractor shall release personal property from an impounded vehicle to a person showing proof of ownership of such vehicle and written authorization from the Police Department. The person is entitled to only that property that is not part of or affixed to the vehicle(s). The Police Department will not issue authorization for the release of vehicle parts, license tags, stereo or lighting equipment, tires or wheels, or any component parts. The contractor shall retain the written authorization and have the person claiming the property sign a receipt for all items released.</p>	
<p>11. Be responsible for the security of property in vehicles stored or impounded in their facilities.</p>	
<p>12. Maintain and use storage facilities inside a secure building for "death cars" and cars held for evidence. <u>These inside storage facilities will be located adjacent to the regular storage/office facilities.</u></p>	
<p>13. Maintain and use storage facilities inside a sight obscuring fence capable of being locked, or shall use a building capable of being locked, for all wrecked, impounded, or abandoned vehicles. This fence shall meet city, county and state law requirements and zoning regulations of the area. <u>These sight-obscuring features shall be no less than six (6) feet in height.</u></p>	
<p>14. Not refuse to remove any vehicle when called.</p>	
<p>15. Furnish proof of insurance against liability for loss or damage for stored vehicles and their contents, and damage to vehicles and contents being towed. Should any of the insurance policies be canceled before the expiration date thereof, the company will mail written notice to the Yakima Police Department not less than thirty (30) days prior to such cancellation.</p>	
<p>16. When called, be en route to the accident or incident scene within twenty (20) minutes. Any delay shall be brought to dispatch and/or YPD's attention right away. Continued failure to arrive at a specified location within the specified time shall be grounds for termination of the contract for cause.</p>	
<p>17. At all times have a valid Washington State Operator's License in his/her possession.</p>	
<p>M. Miscellaneous:</p>	
<p>1. No tow operator may respond to a request for towing service from the Yakima Police Department who has been convicted of the crime of larceny or theft in any degree in the preceding five (5) year period.</p>	
<p>2. No tow truck operator or firm will be awarded or remain as the Yakima Police Department towing service who have been convicted of any crime relating to the tow business or operation of tow trucks.</p>	
<p>3. 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.</p>	
<p>4. 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.</p>	
<p>5. The tow company that has been designated as the City of Yakima Police Department 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 Police Department. Failure of the company to remain on the Washington State Patrol list of approved tows is cause for removal as the City of Yakima Police Department approved tow service.</p>	
<p>6. 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 of Yakima Police Department approved tow service.</p>	
<p>The Contractor shall perform those services specifically in conformance with the specifications above.</p>	

VII. COST PROPOSAL

A. General Instructions for Preparing Cost Proposals

Proposer must submit a cost proposal (Exhibit B) under Tab 9 of their proposal. If proposer agrees to allow other governmental agencies to purchase goods or services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples to apples comparison for their resulting contract.

B. Pricing and Discount

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts.

1. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.
2. Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for twelve (12) months from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in proposal documents and contracts or agreements.
3. In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30) days.

C. Price Clarifications

The Owner reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

VIII. GENERAL TERMS AND CONDITIONS

The Owner intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Refer to the attached "Agreement" (Exhibit A) for specific Terms and Conditions. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the Owner's satisfaction; the Owner decision in that regard shall be final and conclusive. The Owner may inspect, observe and examine the performance of the services performed on the Owner premises at any time. The Owner may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the Owner notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the Owner's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and Owner work rules.

B. Contractor Compliance and Responsibility for Actions

The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the Owner.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.
2. Comply with all security and safety regulations in effect.
3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the Owner. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
5. Correct any errors in the services found by the Owner or the Contractor.
6. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of Owner buildings. Under such circumstances, the Owner shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

C. Specifications

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Owner shall be the sole judge of equivalency. Proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their proposal.

D. Deviations and Exceptions

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall

be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

E. Other Owner Departments/Like Items Added

At any time during the term of this contract, or any extension thereof, other Owner departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

F. Women & Minority Business Enterprises and Disadvantaged Business Enterprises

Per Resolution No. D-4816, it is the policy of the City of Yakima that women and minority business enterprises shall have the maximum opportunity to participate in the performance of work relating to the City's activities. To this end, the City is committed to take all necessary and reasonable steps in accordance with state and federal rules and regulations to ensure women and minority business enterprises the maximum opportunity to compete for and to perform contracts.

G. Acceptance-Rejection

The Owner reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the Owner.

Proposals MUST be date and time stamped by the soliciting Clerk's office on or before the date and time that the proposal is due.

H. Payment Terms and Invoicing

The Owner normally will pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the Owner will seek reimbursement of the overpayment or will withhold such overpayment from future invoices.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

I. Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

J. Proprietary Information:

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

1. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

2. PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

IX. SPECIAL TERMS AND CONDITIONS

A. 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 nonbusiness 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 11538-P Investigative Towing YPD

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.]

B. WAC 204-91A-170

Minimum tow truck equipment standards

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

(1) All tow/recovery trucks used by a registered tow truck operator for public or private impounds or in response to patrol requests must meet the minimum standards listed in this section. Classes "A," "B," "B-2," "C," "D" only if factory equipped with a boom or retractable boom, "E" only if factory equipped with a side recovery system, and "S-1" are considered recovery trucks for patrol requests and must be used by the registered tow truck operator in response to these requests unless the operator requests and patrol accepts non-recovery trucks or other equipment. The patrol will provide information concerning the general description of the type and condition of the vehicle and its type of load if applicable at the time of request for an initial tow if reasonably available.

(2) Minimum standards:

(a) All equipment used in conjunction with the tow truck winching system must be used in such a way as not to exceed the equipment working load limit. All equipment must comply with the Washington safety and health administration (WSHA) regulation if applicable.

Industry standards set the working load limit of wire rope or equivalent material at one-fifth of the manufacturer's rated nominal or breaking strength.

(b) Each wire rope or equivalent material must be capable of being fully extended from and fully wound onto its drum. Each wire rope or equivalent material must meet the industry standards for specified type of use with equipment.

OSHA (1410.179 (h)(2)iii)) requires **no less** than two wraps of rope remain on drum when rope is "fully extended." This is to ensure the full load **never** bears on the rope to drum connection.

(c) The wire rope on each recovery class truck must be equivalent to a 6 x 19 or 6 x 37 "extra improved plowed steel" (XIP) independent wire rope center (IWRC), and must meet all industry standards for working load limit.

(i) The operator must retain a receipt of purchase from the manufacturer indicating the type and WLL of wire rope, and document the type and date the wire rope was installed on each vehicle.

(ii) Class "A," "D," and "E" trucks may utilize either IWRC or fiber core wire rope.

(d) All wire rope must be in good working order. The following industry standards for **out-of-service** criteria will apply:

(i) No more than six randomly distributed broken wires in one rope lay, or more than three broken wires in one strand in one rope lay.

(ii) Excessive abrasion causing the loss of more than one-third the original diameter of an outside individual wire.

- (iii) Evidence of rope deterioration from corrosion.
- (iv) Kinking, crushing, or other damage that results in detrimental distortion of the rope structure.
- (v) Any evidence of heat damage.
- (vi) Any marked reduction in diameter either along the entire main length or in one section.
- (vii) Un-laying or opening up of a tucked splice.
- (viii) Core protrusion along the entire length.
- (ix) End attachments that are cracked, deformed, worn, or loosened.
- (x) Any indication of strand or wire slippage in end attachments.
- (xi) More than one broken wire in the vicinity of fittings.

(e) Wire rope end connections shall be swaged or, if clamped, must have a minimum of three forged clamps spaced a minimum of six rope diameters apart and attached with the base or saddle of the clamp against the longer or "live" end of the cable. The "U" bolt will be placed over the short or "dead" end of the rope and will be of the proper size for the cable being clamped.

(i) Recovery or tow hooks must be installed, maintained, and used in the manner in which the manufacturer prescribes.

(ii) Recovery or tow hooks must be replaced if the throat opening has increased beyond the manufacturer recommendations, the load bearing point has been worn by ten percent, or the hook is twisted by more than ten degrees.

(iii) Wire rope clamps must be installed and torqued per manufacturer specifications.

(f) All wire rope related equipment, sheaves, etc., must conform to the diameter of the wire rope being used or to the original tow truck equipment manufacturer specifications.

(g) All winching equipment, booms, snatch blocks, etc., must have permanently affixed durable factory identification, stating the working load limit. If this identification has been removed or is no longer readable, it is criteria for placing the item out-of-service. Equipment may be re-inspected by a recognized recertification company. If the equipment is acceptable, it may be re-

identified with a working load limit and a recertification company identifier. It will be deemed acceptable if the operator maintains a copy of the certification of winching equipment provided the serial number on the equipment corresponds with the certification provided by the manufacturer.

(h) Snatch block hooks that were manufactured with a retractable safety retention clip must have a functional clip installed.

(i) All block and tackle equipment used in the winching system which shows signs of permanent deformation, significant wear or damage is criteria for placing the item out-of-service.

(j) All "J" hook chain assemblies must be grade "7" chain or better.

(k) Safety chains must only be used for the securing of vehicles to the truck. Must be minimum grade "7" chain or meet the original manufacturer's recommendations. Safety chain hooks that were manufactured with retractable safety retention clips must have a functional clip installed.

(l) Comply with legal lighting, equipment, and license requirements.

(m) Portable tail, stop, and turn signal lights for vehicles being towed. When in use, the lights must be mounted on the same level and as widely spaced laterally as practicable.

(n) Have department of licensing registration and truck numbers painted or permanently affixed to both sides of the truck. Have firm's name, city of address, and phone number permanently affixed to both sides of the vehicle. Letters must be a minimum of three inches high with one-half inch strokes.

(o) Have a revolving, strobe, or intermittent red light with three hundred sixty degrees visibility. Trucks may also be equipped with flashing amber and/or white lights which may be used in conjunction with the red lamps. Additionally, trucks must also be equipped with a warning light visible from the driver seat which is energized when the red revolving light or flashing amber lights are activated.

(p) Have a broom, minimum twelve inches wide, with a handle at least four feet long.

(q) Have a scoop type shovel, minimum seven inches wide, overall length minimum three feet long and a minimum of a three-gallon hard or solid sided receptacle (trash bags of any type will not meet this requirement) able to contain debris typically found at collision scenes without breaking.

(r) Be maintained in a reasonably clean condition.

(s) Have at least one steel pinch bar four feet long, tapered on one end and flattened on the other with a minimum diameter of three-quarters of an inch.

(t) Have a two-way radio or mobile telephone capable of communicating with a base station. A citizen band radio does not suffice. The communication device must:

(i) Be in proper working order and function correctly throughout the assigned tow areas for all towing operations including on call drivers.

(ii) Be used in a lawful manner.

(u) Have one 20 BC rated or two 10 BC rated fire extinguishers accessible and secured on or in the tow truck.

(v) Axle weight must comply with the requirements of RCW [46.37.351](#).

(w) Carry two gallons of absorbent material designed to and capable of absorbing a one-gallon liquid spill from a motor vehicle. For the purposes of this chapter, vehicular liquids consist of motor oil, antifreeze, transmission fluid, and gear oil.

(3) **Class "A" tow trucks:** Trucks that are capable of towing and recovery of passenger cars, pickup trucks, small trailers, or equivalent vehicles. Class "A" tow trucks must meet the requirements of subsection (2)(a) through (w) of this section, and in addition must have:

(a) A fourteen thousand five hundred pound minimum manufacturer's gross vehicle weight rating (GVWR).

(b) Dual tires on the rear axle.

(c) A minimum of one hundred feet of three-eighths inch continuous length XIP wire rope on each drum, measured from the point of attachment at the drum to the hook.

(d) A minimum eight-ton boom rating with a single hydraulic boom. Dual winches to control a minimum of two service drums.

(e) A minimum of two snatch blocks rated at 4.0 tons each.

(f) A wheel lift, tow sling, or other comparable device made of material and used in such manner so as to protect vehicles being towed or recovered.

(g) A portable dolly or its equivalent for hauling vehicles not otherwise towable. The transported vehicle must be attached to the dolly or its equivalent with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(h) If equipped with a wheel lift system, it must have a fully extended working load rating of at least three thousand pounds and a seven thousand pound tow rated capacity. The transported vehicle must be attached to the wheel lift with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(i) A minimum of one ten-foot or two five-foot recovery chains used in the winching system and must be minimum grade "7" chain with matching fittings.

(j) Permanently affixed safety chains.

(4) **Class "B" tow trucks:** Trucks that are capable of towing and/or recovery of medium size trucks, trailers, motor homes, or equivalent vehicles. Class "B" tow trucks must meet the requirements of subsection (2)(a) through (w) of this section, and in addition must have:

(a) Eighteen thousand pounds minimum manufacturer's gross vehicle weight rating (GVWR).

(b) A minimum of one twelve-ton single hydraulic boom with two independent winches and drums.

(c) A minimum of one hundred feet of seven-sixteenths inch continuous length XIP IWRC wire rope on each drum, measured from points of attachment at the drum to the hook.

(d) A minimum of four standard release tools (caging stud assemblies).

(e) A minimum of two snatch blocks rated at 4.0 tons each.

(f) A wheel lift, tow sling, or other comparable device made of material and used in such manner so as to protect vehicles being towed or recovered.

(g) A portable dolly or its equivalent for hauling vehicles not otherwise towable when the class "B" tow truck is being used for class "A" tows. The transported vehicle must be attached to the dolly or its equivalent with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(h) If equipped with a wheel lift system, it must have a fully extended working load limit of at least six thousand pounds and a twenty thousand pound tow rated capacity. The transported vehicle must be attached to the wheel lift with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(i) A minimum of one ten-foot or two five-foot one-half inch diameter recovery chains used in the winching system and must be grade "8" chain with matching fittings.

(j) Permanently affixed safety chains.

(5) **Class "B-2" tow trucks:** Trucks that are capable of towing or recovery of medium size trucks, trailers, motor homes, or equivalent vehicles and are rated at over 30,000 GVWR with air brakes. Class "B-2" tow trucks must meet the requirements of subsection (2)(a) through (w) of this section, and in addition must have:

(a) A minimum of one hundred fifty feet of seven-sixteenths inch continuous length XIP IWRC wire rope on each drum, measured from points of attachment at the drum to the hook.

(b) A minimum of one fourteen-ton single hydraulic boom with two independent winches and drums.

(c) A minimum of two snatch blocks rated at 6.0 tons each.

(d) Air brakes and a system capable of supplying air to towed vehicles.

(e) Permanently affixed safety chains.

(f) Class "B-2" tow trucks must also meet the requirements of subsection (4)(d), (f), (g), (h), and (i) of this section.

(6) **Class "C" tow trucks and class "C" rotator trucks:** Trucks that are capable of towing and/or recovery of large trucks, trailers, buses, motor homes, or similar vehicles. Class "C" trucks must meet the requirements of subsection (2)(a) through (w) of this section, and in addition must have:

(a) A forty-six thousand pound manufacturer's gross vehicle weight rating (GVWR).

(b) Tandem rear axle truck chassis (both drive axles).

(c) A minimum of thirty-ton boom rating with a hydraulic boom. Dual winches to control a minimum of two service drums.

(d) A minimum of two hundred feet of five-eighths inch continuous length XIP IWRC wire rope on each drum measured from the point of attachment at the drum to the hook.

(e) Air brakes and a system capable of supplying air to towed vehicles.

(f) A minimum of four standard release tools (caging stud assemblies).

(g) A wheel lift or under lift system, it must have a fully extended working load limit of at least twelve thousand pounds. The transported vehicle must be attached to the wheel lift or under lift with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(h) A minimum of one ten-foot or two five-foot five-eighths inch recovery chains used in the winching system and must be a minimum grade "8" chain with matching fittings.

(i) Permanently affixed safety chains.

(j) All chains must be a minimum of grade "7," except as otherwise specified in this section.

(k) A wheel lift, tow sling, or other comparable device used in such a manner as to protect the vehicle being towed or recovered.

(l) A minimum of two snatch blocks rated at 8.0 tons each.

(7) **Class "D" tow trucks:** Trucks that are equipped for and primarily used as "wheel lift" or nonrecovery trucks. Class "D" tow trucks, unless specifically factory equipped with a boom or a retractable boom, are not designed for vehicle recovery and therefore must not be used as a replacement for a class "A" truck unless specifically authorized by the patrol. Class "D" tow trucks must meet the requirements of subsection (2)(a) through (w) of this section, and in addition must have:

(a) A 10,000 thousand pound manufacturer's gross vehicle weight rating (GVWR).

(b) A portable dolly or its equivalent for hauling vehicles not otherwise towable. The transported vehicle must be attached to the dolly or its equivalent with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(c) A wheel lift assembly with a fully extended manufacturer's working load limit of three thousand pounds and a seven thousand pound tow rated capacity. The transported vehicle must be attached to the wheel lift with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(d) One winch and drum with one hundred feet of three-eighths inch XIP wire rope meeting class "A" requirements.

(e) One snatch block rated at 3.5 tons.

(f) A minimum of one five-foot recovery chain for use in the winching system and must be a minimum of grade "7" chain with matching fittings.

(g) Permanently affixed safety chains.

(8) **Class "E" tow trucks:** Trucks that are primarily designed and intended to transport other vehicles by loading and carrying the transported vehicle entirely on the truck. These vehicles may be a flatbed, slide back, tilt bed, or rail design truck. Class "E" trucks, unless specifically factory equipped with a side recovery system, are not designed for vehicle recovery and therefore must not be used as a replacement for a class "A" truck unless specifically authorized by the patrol.

(a) Class "E" trucks must meet the requirements of subsection (2)(a) through (w) of this section, and in addition must have:

(i) Four tie downs with a minimum working load limit of three thousand three hundred pounds. The tie downs must be grade "7" or stronger chain, wire rope, nylon strap, or steel strap.

All four tie downs must be used when securing a vehicle. The tie downs must be affixed to the axle, tires, or frame of the transported vehicle both front and rear. All tie down ends must be affixed to the truck bed or rail in a manner that will prevent movement of the transported vehicle. Factory style "T" hook tie downs may be used for front and rear securement.

(ii) One snatch block rated at 4.0 tons.

(iii) Dual tires on the rear axle.

(iv) Fourteen thousand five hundred pound gross vehicle weight rating (GVWR).

(v) Current licensing and tonnage equal to the maximum combination GVWR.

(vi) Four-ton winch rating.

(vii) Fifty feet three-eighths inch XIP fiber core or IWRC wire rope.

(viii) One five-foot grade "7" chain with matching fittings for use in winching.

(ix) Nineteen feet of usable bed capable of carrying vehicles.

(x) Portable lights when the truck is used in towing mode. When in use, the lights must be mounted on the same level and as widely spaced laterally as practicable.

(b) Class "E" tow trucks may be equipped with a sling, tow bar, and/or a wheel lift system.

(i) If equipped with a towing system:

(A) The system must have a manufacturer's rating appropriate to the vehicle being towed. If used in a towing mode (as opposed to carrying), a sling, tow bar, and/or wheel lift assembly can be used and must have a manufacturer's rating appropriate to the vehicle being towed.

(B) The tow truck must have permanently affixed safety chains.

(ii) If using a wheel lift system, the transported vehicle must be attached to the wheel lift with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(c) If factory equipped with a side vehicle recovery system, such system must meet all the winch and wire rope minimum requirements listed for a class "A" truck.

(9) **Class "S" tow/recovery trucks:** Tow/recovery trucks that cannot meet the requirements of class "A," "B," "C," "D," or "E" and are not eligible for appropriate waiver as outlined in WAC [204-91A-070\(4\)](#), may be approved as class "S" (special).

(a) To be designated as a class "S" truck, the operator must submit a request for approval through the district commander to the section that must include:

(i) Why the truck is needed;

(ii) What the truck will be used for;

(iii) The vehicle size;

(iv) Purchased tonnage if required;

(v) Capability; and

(vi) The equipment carried or used with the truck.

(b) The gross vehicle weight rating of the class "S" truck will determine the appropriate equipment required.

(c) If the district commander approves the request, the request will be forwarded with recommendations for equipment and/or operation instructions or limitations to the section for review and final approval. If approval is granted, the equipment must be inspected as outlined in WAC [204-91A-040](#) with reports forwarded in the normal manner.

(10) **Class "S-1 rotator" trucks:** Trucks that are capable of recovery, towing, or both of large trucks, trailers, buses, motor homes, or similar vehicles. Class "S-1 rotator" trucks must meet the requirements of subsection (2)(a) through (w) of this section, and in addition must have:

(a) A fifty-two thousand pound manufacturer's GVWR.

(b) Tandem or triple rear axle truck chassis with at least two drive axles.

(c) A minimum of forty ton rotating boom rating with a single boom.

(d) A minimum of two hundred feet of five-eighths inch continuous length XIP IWRC wire rope on two drums measured from the point of attachment at the drum to the hook.

(e) Air brakes and a system capable of supplying air to towed vehicles.

(f) A minimum of four standard release tools (caging stud assemblies).

(g) A wheel lift system that has a fully extended working load limit of at least twelve thousand pounds. The transported vehicle must be attached to the wheel lift or under lift with an adjustable tie down, or as otherwise required by the equipment manufacturer.

(h) A minimum of one ten-foot or two five-foot five-eighths inch recovery chains used in the winching system and must be a minimum grade "8" chain with matching fittings.

(i) All chains must be a minimum of grade "7," except as otherwise specified in this section.

(j) A tow sling or other comparable device used in such a manner as to protect the vehicle being towed or recovered.

(k) A minimum of two snatch blocks rated at eight tons each.

(l) Permanently affixed safety chains.

(11) Tow trucks rated as class "A," "B," "B-2," "C," or "E" that are currently in-service with operators holding a current letter of appointment issued by the patrol, not meeting the criteria for classification listed in this section will be allowed to remain on the rotation with those companies.

(12) This section shall be effective on March 1, 2011.

[Statutory Authority: RCW [46.37.005](#), [46.55.050](#), and [46.55.115](#). WSR 14-17-104, § 204-91A-170, filed 8/19/14, effective 9/19/14; WSR 13-18-065, § 204-91A-170, filed 9/3/13, effective 10/4/13; WSR 10-24-068, § 204-91A-170, filed 11/30/10, effective 12/31/10; WSR 09-09-118, § 204-91A-170, filed 4/21/09, effective 5/22/09. Statutory Authority: RCW [46.37.005](#) and [46.55.115](#). WSR 07-02-025A, § 204-91A-170, filed 12/22/06, effective 1/22/07. Statutory Authority: RCW [46.37.005](#). WSR 04-20-021, § 204-91A-170, 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-170, filed 3/15/02, effective 4/15/02. Statutory Authority: RCW [46.37.005](#) and [46.55.050](#). WSR 94-18-083, § 204-91A-170, filed 9/2/94, effective 10/3/94. Statutory Authority: RCW [46.35.005](#) [46.37.005]. WSR 89-14-015 (Order 89-04-ESR), § 204-91A-170, filed 6/23/89.]

C. WAC 204-91A-180

Additional vehicle towing/operator qualifications, restrictions, and requirements

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

1. Additional vehicle towing/operator qualifications, restrictions, and requirements.

In addition to the requirements contained in WAC [204-91A-170](#), tow truck operators appointed pursuant to this chapter must conform to all laws and administrative rules pertaining to the tow industry and must observe the following practices and procedures:

(1) When called by the patrol during normal business hours, the tow truck operator must dispatch a tow truck, from within the assigned zone within five minutes after receiving the call. Tow trucks must be registered to and belong to the particular tow business that is called and assigned only to that tow zone. If an officer at the scene deems it necessary, the officer may authorize additional assistance from a registered tow truck operator outside of the tow zone.

(2) When called by the patrol after normal business hours, the tow truck operator must dispatch a tow truck from within the assigned zone within fifteen minutes after receiving the call.

(3) The tow truck that is dispatched must arrive at the stated location within a reasonable time considering distance, traffic, and weather conditions.

(4) If for any reason a tow operator is unable to dispatch a tow truck within the stated time or if the dispatched truck will be delayed for any reason, the operator must advise the patrol stating the reason and estimated time of arrival. In the event the tow truck fails to arrive at the scene within a reasonable time, the patrol will contact another tow operator to respond to the scene and will cancel the original tow.

(5) A tow operator on rotation who is unable to dispatch or arrive within the times stated in subsections (1), (2), (3), and (4) of this section will forfeit the operator's turn and be placed at the bottom of the rotation list as if the operator had responded.

(6) Consistent refusal or failure of the appointee to respond to calls from the patrol for towing services or to provide the requested services may result in the suspension or revocation of the tow operator's letter of appointment.

(7) The tow operator must advise the appropriate patrol office when the tow company is temporarily unavailable to respond to rotational calls with a class "A," "B," or "C" tow truck. Unavailability may occur due to conditions including, but not limited to, other tow truck commitments, tow truck disabled and/or under repair, unforeseen driver shortage due to illness. The period of unavailability may last less than an hour or much longer. The tow operator will give the reason for unavailability and approximately when the company will be available to respond to calls.

The tow company will be removed from the rotational list and will not be called until the operator advises the patrol that the company is once again able to respond to calls with an "A," "B," or "C" class truck. In all such cases, the tow company will resume its normal position on the rotational list without regard to any missed calls or its position prior to being unavailable.

(8) The tow operator must advise the patrol whenever a private call is received for a tow with circumstances that indicate that the tow is for a vehicle that has been involved in a collision, incident, or equipment breakdown on the public roadway. The tow operator also must advise the patrol of all private calls to motor vehicle collisions on private property resulting in bodily injury or death.

(9) The tow operator must notify the patrol before moving any vehicle involved in a collision on a public highway under the jurisdiction of the patrol as defined in the motor vehicle code, Title [46](#) RCW, or where it appears that the driver of the vehicle to be moved is under the influence of intoxicants or drugs, or is otherwise incapacitated.

(10) Other than a service patrol established and funded by the department of transportation, a tow operator must not solicit tow or roadside services by patrolling the public roadways searching for disabled vehicles or vehicles involved in a traffic collision.

(11) When the patrol is in charge of a collision scene or other such incident, a tow operator must not respond to such scene unless his services have been specifically requested by the patrol, the driver/owner, or his agent.

(12) The tow operator must be available, or will ensure that specific employees are available, twenty-four hours a day for the purpose of receiving calls or arranging for the release of vehicles. Business hours will be posted conspicuously at the operator's place of business so they can be seen during business hours and nonbusiness hours. A copy will also be sent to the section and patrol district commander of the district in which the tow operator does business. Changes of business hours will be sent to the department, the section, and the patrol district commander ten days before their effective date.

(13) The operator must post a current copy of tow and storage rates, on a form approved by the department and the patrol, in the following locations:

(a) At the entrance to the place of business, in a conspicuous location, plainly visible and capable of being read by the public, whether the business is open or closed. If, in order to meet this requirement, the rate sheets must be placed in a location, exposed to the elements, they must be protected so as to remain legible.

(b) Inside the business location, where business is commonly transacted. The rate sheets must be posted in such manner as to be clearly and plainly visible and read at all times by customers of the business.

(c) A copy of the current rates will be sent to the department, the section, and the patrol district commander of the district in which the tow operator has applied for a letter of appointment. Notice of any change(s) in service rates will be forwarded to the department, the section, and the district commander of the area ten days before the effective date of the changes. Charges made for towing services arising from calls initiated by the patrol must be consistent with current posted towing rates and must be based only upon services listed on the prescribed form.

(d) In the event that an operator has only a class "B" truck and utilizes it for class "A" and "B" type tows, the operator must file a rate sheet that specifies the rates charged for the different types of tows.

(e) Whenever any operator utilizes a larger truck than the towed vehicle warrants, the operator must charge fees based on the size of the towed vehicle not the size of the truck used.

(14) Charges made for towing services arising from calls initiated by the patrol must not exceed the maximum rates established by the chief.

(15) Unless other arrangements are made with commissioned patrol personnel at the scene, all impounded vehicles must be taken to the tow operators nearest approved storage location.

(16) The tow operator will maintain, for three years, records on towed and released vehicles which were towed at the request of the patrol. Such records will be available for inspection by the patrol during normal business hours at the operator's place of business. Records will include, but not be limited to:

(a) An itemized receipt of all charges for the services provided.

(b) A tow impound record inventory or copy thereof made out by the trooper at the scene of the tow and signed by the operator.

(c) All other records required by the department.

(17) The name of the registered tow truck operator will be placed on the tow impound inventory record made out by the patrol officer at the scene upon verification of their driver's license; except that the signature may be provided on existing forms with form number 3000-110-076 (R 7/11) until current stock is depleted.

(18) Tow operators will obtain and maintain current registration as a licensed tow truck operator pursuant to RCW [46.55.020](#).

(19) Tow operators must perform towing tasks competently. The standard of competence will be that quality of work which is accepted as efficient and effective within the towing industry. The tow operator must ensure tow truck drivers responding to calls initiated by the patrol have completed a minimum of one four-hour tow truck driver training course every five years. The operator must keep a file documenting training.

(20) No tow operator, employee, or agent will misappropriate, wrongfully convert to his/her own use, or abuse property belonging to another and entrusted to his/her care or storage.

(21) Tow truck operators must use emergency lights to warn other motorists only when at the scene of collisions, disabled vehicles, and/or recoveries. Such lighting must not be used when traveling to or from the scene.

(22) Tow truck operators are required to clean collision/incident scenes of all vehicle glass, debris, and vehicle liquid spills of one gallon or less.

(23) Specific operating restrictions and/or requirements, by truck class, are as follows:

(a) The standard air brake release tools (caging stud assemblies) required to be carried in the class "B," "B-2," and "C" trucks must be used, whenever necessary, to preserve potential evidence involving brake equipment or adjustment settings. When an operator is attempting to move a vehicle equipped with locked spring parking brakes that cannot be released by external air supply, the caging assemblies must be used to release the brake tension. Under no circumstances will the towed vehicle's brake assemblies or adjustments be moved or disturbed in any way that will prevent later determination of the pre-collision or incident settings.

(b) Class "B" or "B-2" trucks in excess of twenty-three thousand pounds gross vehicle weight rating need not carry dollies when towing or recovering heavy vehicles.

(24) Whenever a "special event or overflow" storage lot is approved by the department, the patrol and appropriate city/county jurisdictions, the following must apply:

(a) The operator must maintain personnel at the lot twenty-four hours per day for security and vehicle and/or personal property release. If necessary, reimbursement for such labor must be part of the contract for the "special event" if appropriate or by amended storage rates with a waiver of the ten-day rate change notice requirement approved by the department and the patrol.

(b) At the conclusion of a "special event or overflow" situation, all vehicles not reclaimed by the owner must be towed to the operator's regular storage facility and processed in the normal fashion. No additional fee must be charged for towing the vehicle from the overflow lot to the regular storage facility.

(25) All work performed by the operator and/or employee must be in the most professional and expeditious manner. Tow operators and employees must refrain from any unprofessional actions while towing for or conducting towing business at the request of the patrol. The actions include, but are not limited to, any of the following:

(a) Lack of service, selective service, or refusal to provide service which the operator should be capable of performing;

(b) Exhibiting any signs of either alcohol, drug use, or both;

(c) Displaying any objects, logos, slogans, or graphic material within the view of the public that contains any form of pornography, profanity, or prejudice toward any person or group of persons.

(26) Tow operators must, when required by the patrol or the department, cause to be displayed on each approved truck, decals indicating truck class, patrol district, and/or assigned tow zone.

(27) When responding to a patrol call, tow truck operators must wear clothing identifying the company and driver's name.

(28) Tow truck operators performing recovery, impounding, or towing must wear work vests of highly visible materials, or equivalent distinguishing apparel when outside of the towing vehicle as outlined in WAC [296-155-200\(5\)](#) and Code of Federal Regulations, Title 23 Part 634.3.

(29) Tow truck operators must not display any sign, shield, marking, accessory, or insignia on uniforms or vehicles indicating the equipment or vehicle marking are similar to or belong to any public law enforcement agency. Tow truck

operators must not engage in any advertisement indicating an official connection with the patrol or other law enforcement agency.

[Statutory Authority: RCW [46.37.005](#), [46.55.050](#), and [46.55.115](#). WSR 13-18-065, § 204-91A-180, filed 9/3/13, effective 10/4/13. Statutory Authority: RCW [46.55.050](#), [46.55.115](#), and [46.55.075](#). WSR 13-11-112, § 204-91A-180, filed 5/21/13, effective 6/21/13. Statutory Authority: RCW [46.37.005](#), [46.55.050](#), and [46.55.115](#). WSR 09-09-118, § 204-91A-180, filed 4/21/09, effective 5/22/09. Statutory Authority: RCW [46.37.005](#) and [46.55.115](#). WSR 07-02-025A, § 204-91A-180, filed 12/22/06, effective 1/22/07. Statutory Authority: RCW [46.37.005](#), [46.55.050](#), and [46.55.115](#). WSR 02-07-056, § 204-91A-180, filed 3/15/02, effective 4/15/02. Statutory Authority: RCW [46.37.005](#) and [46.55.050](#). WSR 94-18-083, § 204-91A-180, filed 9/2/94, effective 10/3/94. Statutory Authority: RCW [46.61.567](#). WSR 89-21-044, § 204-91A-180, 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-180, filed 6/23/89.]

EXHIBIT A

X. AGREEMENT

**CITY OF YAKIMA
RFP 11538-P
Investigative Towing**

For City of Yakima Use Only:	
Contract No.	_____
Project No.	_____
Resolution No.	_____
SOQ No.	_____

THIS AGREEMENT, entered into this ____ day of _____, 2015, between the City of Yakima ("City"), and _____, ("Contractor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Compensation:
The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms & conditions contained herein. The City agrees to pay the Contractor according to the payment schedule as listed in the Contractor's attached Proposal submittal.
2. Scope of Work:
The Contractor shall perform the work according to the procedure outlined in the specifications & Request for Proposals 11538-P attached hereto & incorporated herein.
3. Term:
The period of this contract shall be for a period of one year from its effective date. The City may, at its option, extend the contract on a year to year basis for up to four 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 provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the proposal. If Contractor wishes to revise any prices prior to the renewal of the Contract, Contractor must advise the City in writing of the requested revisions no less than sixty (60) days before the end of the current Contract term.
4. Termination:
This contract may be canceled by:
 - a. Either the tow operator or YPD, without cause, by providing written notice 30 days in advance.
 - b. The YPD, for confirmed criminal activity, over-charging, or failure to follow requirements outlined in applicable RCW or WAC's.
 - c. The YPD, immediately upon receiving written notice from DOL the RTTO's license has been suspended, cancelled or revoked by DOL.
 - d. Contractor agrees that failure by any employee of the towing company to comply with the terms and conditions shall be cause for written reprimand/warning, suspension, or termination of the agreement.
 - e. Tow companies that have three (3) unsuccessful activations (clearance took longer than 90 minutes) shall be cause for termination of the contract with the contractor.

5. Changes:
Any proposed change in this contract shall be submitted to the City of Yakima Purchasing Manager for her prior approval and she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.
6. Agency Relationship between City and Contractor:
Contractor shall, at all times, be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.
7. Access and Review of Contractor's Facilities:
The City may visit and view any of the offices, premises, facilities, and vehicles of the Contractor upon request and reasonable notice during the term of the Contract and Contract renewals/extensions.
8. Property Rights:
All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.
9. Inspection and Production of Records
The records relating to the Services shall, at all times, be subject to inspection by the City or with the approval of the City. Contractor shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities. Contractor's records relating to the Services will be provided to the City upon the City's request.

Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. All records relating to Contractor's services under this Contract must be made available to the City. They must also be produced to third parties, if required pursuant to the Washington Public Records Act, Chapter 42.56 RCW or by law. Until the expiration of three (3) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington State Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
10. Successors and Assigns:
Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the written consent of the other.
11. Work Made for Hire:
All work the Contractor performs under this agreement shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this agreement. On completion or termination of the agreement, the Contractor shall deliver these materials to the project manager.

12. Facility Security:
The Owner may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the Owner's security rules and procedures. The Owner reserves the right to search any person, property, or article entering its facilities.
13. Compliance with Law:
Contractor agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority.
14. Re-Award
When the contract is terminated by the contractor upon 30-days notice as herein provided, the Owner, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer.
- When a contractor is unable to provide services to the Owner and is in breach of the contract, or when the contract is terminated by the Owner for cause as herein provided, the Owner reserves the right to re-award the contract to the next most responsible Proposer.
15. Nondiscrimination:
During the performance of this contract, the Contractor agrees as follows:
The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, 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 seq.).
- In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City/County contracts.
16. Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
17. FTA Requirements and Changes:
The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives. The Contractor's failure to so comply shall constitute a material breach of this Agreement.
18. Federal Funding:
On the basis of the federal funding that may part of the funding for the goods and services provided by the Contractor under the Agreement, and to assure compliance with all federal regulations associated with services compensated with federal funds, in addition to the terms of the primary Agreement, **upon notification and instruction by the ordering department**, the Contractor must also comply with the specific provisions of Common Rule, the Office of Management and Budget (OMB) Circular A-102, which is fully incorporated herein. If there is any conflict between the terms expressed in the primary

Agreement and those set forth in Circular A-102, the terms and conditions of Circular A-102 shall prevail. See http://www.whitehouse.gov/omb/circulars_a102#main-content.

19. Indemnification and Hold Harmless:

Contractor agrees to protect, defend, indemnify and hold harmless the City, 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 _____, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

If the negligence or willful misconduct of both _____ and the City (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 _____ and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

20. Commercial 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 A- VII or better. 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

Automobile Liability:

Combined Single Limit: \$1,000,000

Other:

Cargo/On Hook: \$50,000

Garage-keepers: \$100,000

The City of Yakima, its agents, elected and appointed officials, volunteers and employees are to be listed as additional insured under the policies.

The Contractor will provide a Certificate of Insurance to the City as evidence of coverage. The insured will provide the City with 30-days notice of cancellation in the event coverage is terminated during the term of this Contract. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The Contractor shall also maintain worker's compensation through the State of Washington.

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 to terminate the contract.

This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work. A sample is attached.

- 21. Contract Documents:
This Agreement, the Request for Proposals, Scope of Work, conditions, addenda, and modifications and the Contractor's proposal (to the extent consistent with Yakima City documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Agreement.
- 22. Governing Law:
This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 23. Venue:
The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.
- 24. Authority:
The person executing this Agreement, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Agreement on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CITY OF YAKIMA

CONTRACTOR

Tony O'Rourke, City Manager

BY _____
Authorized Representative

ATTEST:

Address

Sonya Claar Tee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF YAKIMA)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the CITY MANAGER of the CITY OF YAKIMA, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Seal or Stamp

(Signature)

Title

Printed Name

My commission expires: _____

EXHIBIT B
PROPOSAL PRICE FORM
PROPOSAL PRICE FORM -- NOT AN ORDER

RFP NO. 11538-P

CITY OF YAKIMA/ YAKIMA COUNTY
PURCHASING DIVISION
129 NO. 2ND STREET
YAKIMA, WASHINGTON 98901
PHONE 575-6093

DATE November 8, 2015

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 2:00 p.m., December 10, 2015

BID OPENING 2:00 p.m., December 10, 2015

TO BIDDER:

PLEASE PROVIDE YOUR LOWEST PRICE AND PAYMENT DISCOUNT TERMS, PRICE EACH ITEM SEPARATELY AND EXTEND NET UNIT PRICES. CITY OF YAKIMA AND THEIR COUNCIL RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMITTALS, OR ITEMS THEREOF AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE QUOTED. THE CITY INTENDS TO AWARD THIS CONTRACT WITHIN 60 CALENDAR DAYS.

PROPOSAL PRICE FORM
DESCRIPTION
<p>The City of Yakima Police Department (YPD) is requesting bids for investigative/evidence towing services including tows for both YPD vehicles and impounds for investigative purposes per the following specifications.</p> <p>This RFP <u>does not</u> include services provided under YPD's rotational list. This RFP also <u>does not</u> include citizen requests for towing service for disabled vehicles due to mechanical problems or traffic accidents.</p> <p>Contractor must be licensed and authorized to render towing service. All towing and storage services shall be performed in accordance with the provisions of Revised Code of Washington (RCW), Chapter 46.55 http://apps.leg.wa.gov/rcw/default.aspx?cite=46.55# and Washington Administrative Code (WAC), Titles 204-91A http://apps.leg.wa.gov/WAC/default.aspx?cite=204-91A and 308-61 http://apps.leg.wa.gov/wac/default.aspx?cite=308-61.</p>
<p>Pricing based on a proposed discount off the current Washington State Patrol (WSP) towing rates as adjusted annually. Towing Services will be performed on an as-needed basis.</p>
<p>In award of the contract, all factors and information which will be considered for decision of contract award by City of Yakima included but are not limited to the following: service capabilities, equipment available to perform these services, security and functionality of facility, past experience, pricing structure, travel time to and from Bidder's facility and the City of Yakima Police Office, and ability to meet requirements as set forth in the bid specifications.</p> <p>The City reserves the right to make a single or multiple award of this contract. If a multiple award is made, the City intends to make award in a rotational roster format.</p> <p>The Bidder must demonstrate through their bid proposal submittals and subsequent facility visit that they possess the knowledge and ability to provide investigative/evidence towing services for City of Yakima Police Office.</p>

Current WSP rates as of October 15, 2015:

- a. Roadside mechanical service, fuel transfers, tire, belt changes, etc.
- b. Disabled vehicles tow/transportation.
- c. Storage.
- d. After hours release fees.

Rates shall not exceed (but may be less than) the following schedule:

TRUCK RATES^{2,3} (Per Hour)

Class A & D	\$179.00	Rotator ⁴ \$250.00
Class B	\$216.00	Rotator ⁴ \$300.00
Class B-2 ⁵	\$291.00	Rotator ⁴ \$404.00
Class C	\$378.00	Rotator ⁴ \$525.00
Class S1	\$631.00	40+Ton Rotator ⁴
Class S (Support Vehicle)	\$368.00	MIT PROGRAM ONLY

Class E & S rates shall have a maximum rate appropriate for its GVWR and be consistent with the above schedule. For example, if an "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.

- ◆ **Storage Rate:** \$45.00 per day
- ◆ **Storage:** Storage rates shall follow the guidelines set forth in WAC 204-91A-140.
- ◆ **Hourly Labor/ After Hour Release:** Extra RTO Employee/Driver \$90.00 (per hour). Based on ½ the current Class A Truck Rate; must have supporting documentation showing continuous employment.
- ◆ **Casual Labor:** Charges based on cost (must have supporting documentation), plus 25 percent mark-up.
- ◆ **Auxiliary Equipment:** Charges based upon the actual cost of equipment (must have supporting receipt), plus 20 percent mark-up.

- ◆ The term "rotator" applies to any approved vehicle that has a rotating boom. The cost of using a rotator, other than the S1 will be its class rate plus 40 percent. Rotator rates shall only apply if:
 - 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.
 - 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.
- ◆ The 30,000 lbs. GVWR or more with air brakes rates apply only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.
- ◆ Class E & S rates shall have a maximum rate appropriate for its GVWR and be consistent with the above schedule. For example, if an "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.
- ◆ **Hourly Labor:** Based on ½ the current Class "A" Truck Rate; (must have supporting documentation showing continuous employment).
- ◆ **Casual Labor:** Charges based on cost (must have supporting documentation) plus 25 percent mark-up.
- ◆ **Handling and Disposing of Hazardous Materials:** Charges based upon cost of handling and disposing (must have supporting documentation) plus 20 percent mark-up.
- ◆ **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.**
- ◆ **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 204-91A140(d).
- ◆ **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.
- ◆ **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. "

ITEM NO.	UNIT	DESCRIPTION	% DISCOUNT OFF OF WSP RATE (if any)
		Note: Automatic 1 hour minimum charge allowed. Charges for additional increments of time less than an hour to be billed in 15 minute increments (example: If the tow takes 45 minutes and the WSP hourly rate is \$181.00 the charge would be \$181.00; If tow takes 1 hour and 15 minutes and the WSP hourly rate is \$181.00 the charge would be \$226.25; If tow takes 2 hours and 30 minutes and the WSP hourly rate is \$181.00, the charge would be \$452.50; etc. before discount is applied.)	
		Schedule I – Contract Tows – Billed to Yakima Police Department (YPD)	
1.	1 hr	YPD Department Motor Vehicles	%
2.	1 hr	YPD Storage	%
3.	1 hr	YPD Hourly Labor/Extra Employee/Driver	%
4.	1 hr	YPD After Hour Release	%
5.	1 hr	Special Circumstance RO/LO Motor Vehicles	%
		Schedule II – Impounds for Investigative Purposes – Billed to Registered Owner/Legal Owner (RO/LO)	
6.	1 hr	RO/LO Motor Vehicles	%
7.	1 hr	RO/LO Stolen Vehicle Recovery	%
8.	1 hr	RO/LO Storage	%
9.	1 hr	RO/LO Hourly Labor/Extra Employee/Driver	%
10.	1 hr	RO/LO After Hour Release	%

EXHIBIT C
CONTRACTOR QUALIFICATION STATEMENT

Bidder must complete all portions of this statement before bid proposal will be considered. The following statements as to experience, equipment and general qualifications of the bidder as submitted in conjunction with the bid, as part thereof and truthfulness and accuracy of information is guaranteed by the bidder and included in bid evaluation.

1. Name and address of principal business office which Contract will be administered from:

Telephone: _____

E-mail: _____

2. Number of years Contractor has been engaged in business: _____ (minimum 2 years)

Attach copy of City of Yakima Business License.

3. The bidder as a contractor has never failed to satisfactorily perform a contract awarded to him/her except as follows: (Name of any and all exceptions and reasons thereof)

4. List all tow operators who will be responsible for work performed under this contract.

***Note: If new drivers are hired during the term of this contract, the required information will be provided to the Purchasing Buyer for pre-approval of the driver before the driver will be allowed to respond to a call under this contract.

Attach copies of tow operators' Driver's Licenses.

A. Drivers Name: _____

Years of Experience: _____

License Number: _____

B. Drivers Name: _____

Years of Experience: _____

License Number: _____

C. Drivers Name: _____

Years of Experience: _____

License Number: _____

D. Drivers Name: _____

Years of Experience: _____

License Number: _____

5. Facility Description: Sq. Ft. of secure storage area: _____,

Description of facility and security measures:

6. Bidder must be licensed and bonded per RCW 46.55 and WAC 308-61.

A. Attach copy of current (RTTO) Registered Tow Truck Operator license.

RTTO License No. _____

B. Attach copy of Bonding Requirement in RCW 46.55.030.

7. Tow Zones authorized by WSP:

EXHIBIT D
EQUIPMENT LIST

Bidder must complete all portions of this form before bid proposal will be considered. Bidder shall indicate the make, model, year, license, and class of each vehicle or equipment to be used for providing towing services under this contract.

Vehicle/Equipment Make _____ Model _____
Year _____ License No. _____ Tow Class _____

Vehicle/Equipment Make _____ Model _____
Year _____ License No. _____ Tow Class _____

Vehicle/Equipment Make _____ Model _____
Year _____ License No. _____ Tow Class _____

Vehicle/Equipment Make _____ Model _____
Year _____ License No. _____ Tow Class _____

Vehicle/Equipment Make _____ Model _____
Year _____ License No. _____ Tow Class _____

Vehicle/Equipment Make _____ Model _____
Year _____ License No. _____ Tow Class _____

Vehicle/Equipment Make _____ Model _____
Year _____ License No. _____ Tow Class _____

Describe any auxiliary equipment available that may be utilized to provide this service:

EXHIBIT E

XI. VENDOR QUESTIONNAIRE

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

VENDOR INFORMATION

Proposer'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 proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

PROPOSER: _____

VENDOR QUESTIONNAIRE

OWNERSHIP

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

Please explain: _____

FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: _____ No: _____

Please explain _____

Is your firm in the process of or in negotiations toward being sold? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: _____ No: _____

Please explain _____

PROPOSER: _____

VENDOR QUESTIONNAIRE

DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

- Payment to subcontractors? Yes: _____ No: _____

Please explain _____

- Work performance on a contract? Yes: _____ No: _____

Please explain _____

Does your firm have any outstanding judgments pending against it? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been assessed liquidated damages on a contract? Yes: _____ No: _____

Please explain _____

Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the city? 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 bidding 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 _____

EXHIBIT F

PROPOSER REFERENCES

1) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

2) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

3) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

EXHIBIT G

E-VERIFY

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 bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

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: _____

EXHIBIT H



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 [A/C No. Ext.] FAX [A/C No.] EMAIL 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	SUBR 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 GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		POLICY NUMBER	start date	stop date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea 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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO 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 (Ea 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory 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 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cargo / on Hook Garagekeepers Liab.	X		POLICY NUMBER	start date	stop date	\$50,000 \$100,000

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	CANCELLATION
City of Yakima/County of Yakima Purchasing Department 129 N. 2nd Street Yakima, WA 98901	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

COMMERCIAL GENERAL LIABILITY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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 insured's.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XII. REQUIRED FORMS

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section III. Blank forms are attached.

- A. Cover Sheet (Page 2)**
- B. Proposal (per pages 10-11)**
- C. Responses to General Requirements**
- D. Responses to Technical Requirements**
- E. Exhibits A-F**
- F. E-Verify (Exhibit G)**