

City of Yakima
NOTICE TO INTERESTED PARTIES
Quote 22508Q

Notice is hereby given by the undersigned that sealed Request for Qualifications will be accepted in the office of the City of Yakima Purchasing Division, Yakima City Hall, 129 N 2nd Street, Yakima WA 98901, until the hour of 2:00:00 PM PDT on May 30, 2025. At such time, Proposals will be opened for: **Rotational Towing**

RFQ specifications will be available on May 14, 2025, and can be obtained on Purchasing's webpage:

www.yakimawa.gov/services/purchasing/openings

The City of Yakima reserves the right to reject any & all RFQs. The City hereby notifies all Proposers that it will affirmatively ensure compliance with WA State Law Against Discrimination (RCW chapter 49.60) & the Americans with Disabilities Act (42 USC 12101 et set.)

Dated May 14, 2025
Christina Payer, CPPB
Buyer II



CITY OF YAKIMA
REQUEST FOR QUALIFICATIONS 22508Q
COVER SHEET
THIS IS NOT AN ORDER

RFQ Release Date: **May 14, 2025**

RFQ Receipt: Submittal envelope must be sealed and plainly marked with due date, time, RFQ No. 22508Q, and the words "DO NOT OPEN". RFQ can be delivered or mailed to: **City of Yakima Purchasing Division**
Yakima City Hall, 2nd Floor
129 N 2nd Street
Yakima, WA 98901

Quote Openings Are Not Public

Purchasing For:

City of Yakima Police Department
200 S 3rd Street
Yakima, WA 98901

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

Christina Payer, CPPB
Buyer II

RFQs Must be received by:

May 30, 2025 at 2:00:00 PM PDT

Phone

(509) 576-6696

E-Mail Address

christina.payer@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

A Request for Statement of Qualifications is being announced in order to create a list of qualified and capable contractors to be placed on a rotational towing roster for Police impounds.

(not including investigative towing).

The ability to provide a 30-minute response time is required. _____ Initial
(As indicated on page 19 – Part II: Rotational Tow Rate Cap Agreement)

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

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

We will comply with all terms, conditions and specifications required by the City of Yakima in this Request for Qualifications 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

I. Contents

II.	GENERAL INFORMATION	4
1.	Purpose	4
2.	Contracting Agency and Point of Contact	4
3.	Best Modern Practices	4
4.	Contract Term.....	4
5.	Price Increases	4
6.	Permits.....	4
7.	Regulations and Codes	4
8.	Clarifications and/or Revisions to Specification and Requirements	5
9.	Incurring Costs.....	5
10.	No Obligation to Contract	5
11.	Retention of Rights	5
12.	Points Not Addressed	5
13.	Background Screening for Contractor and Associates.....	5
14.	Award.....	6
15.	Errors and Omissions	6
III.	RFQ PREPARATION AND SUBMISSION.....	6
1.	General Instructions	6
2.	Submitting an RFQ	6
3.	Prohibition of Applicant Terms & Conditions	8
4.	Withdrawal of RFQs	8
IV.	EVALUATION AND CONTRACT AWARD	8
1.	RFQ Evaluation	8
2.	Protest Procedure.....	8
3.	Sample Contract and Terms and Conditions	9
V.	SPECIAL TERMS AND CONDITIONS	9
1.	Nondiscrimination Provision	9
2.	Pay Transparency Nondiscrimination Provision.....	10
3.	Indemnification and Hold Harmless.....	10
4.	Contractor's Liability Insurance	11
5.	Inspection of Applicant's Facility.....	12
6.	Change or Notice.....	13
VI.	APPLICANT QUESTIONNAIRE.....	14
	ATTACHMENT A – SAMPLE AGREEMENT.....	16
	ATTACHMENT B – WAC 204-91A-140 FEES	21
	ATTACHMENT C – SAMPLE INSURANCE	23

II. GENERAL INFORMATION

1. Purpose

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

2. Contracting Agency and Point of Contact

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

3. Best Modern Practices

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

4. Contract Term

The period of this Contract shall be for a period of one (1) year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to four (4) additional years. Contract extensions shall be automatic, and shall go into effect without written confirmation. 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 except as otherwise outlined in this contract. 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.

5. Price Increases

Prices will fluctuate with annual WSP rate adjustments.

6. Permits

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

7. Regulations and Codes

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

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

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

8. Clarifications and/or Revisions to Specification and Requirements

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

Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the RFQ document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) business days prior to the due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFQ, supplements or revisions will be provided to all known Applicants in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing.

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

9. Incurring Costs

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

10. No Obligation to Contract

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

11. Retention of Rights

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

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

12. Points Not Addressed

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

13. Background Screening for Contractor and Associates

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

- a. No tow operator may respond to a request for towing service who has been convicted of the crime of larceny or theft in any degree in the preceding five (5) year period.
- b. No tow truck operator or firm will be awarded or remain as the towing service who have been convicted of any crime relating to the tow business or operation of tow trucks.

- c. The contractor and tow operators must be clear of any domestic violence, sexual or drug related convictions. Contractors and tow operators shall be free from any pending felony actions or convictions.
- d. The contractor shall maintain a drug-free workplace. No tow operators may be under the influence or exhibit any signs of either alcohol, drug use, or both.
- e. The tow company that has been designated as the approved tow service will be inspected annually. Annual inspections by the Washington State Patrol may be used in addition to, or in lieu of inspections by the City Office. Failure of the company to remain on the Washington State Patrol list of approved tows may be cause for removal as the approved tow service.
- f. Violation of, or failure to adhere to any of the above requirements shall be deemed sufficient cause for removal of a tow company as the City approved tow service.

14. Award

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

15. Errors and Omissions

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

III. RFQ PREPARATION AND SUBMISSION

1. General Instructions

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

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

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

Selected Applicants will be required to enter into a Towing Agreement (Attachment A) with the City of Yakima.

2. Submitting an RFQ

Applicants shall submit one (1) original. Submittals are not considered to be confidential per the Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after RFQ opening.

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

The Signature Sheet on page 2 must be signed and submitted with the RFQ Packet. All submittals shall list the information on the outside of the package as specified on Page 2 of this RFQ.

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

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

Applicants shall address the following areas in their letter:

1. Licensing:

Provide copy of current (RTTO) Registered Tow Truck Operator license. Provide copies of all employee licenses that will be assigned to this contract. Provide City of Yakima Business License Number. All licenses must be current.

2. Bonding:

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

3. Experience:

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

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

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

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

4. Facilities and Fleet:

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

5. References:

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

6. Rates:

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

3. Prohibition of Applicant Terms & Conditions

An Applicant may not submit their own contract terms and conditions in a response to this Request for Qualifications. If an RFQ contains such terms and conditions, the City, at its sole discretion, may determine the RFQ to be a nonresponsive counteroffer, and the RFQ may be rejected.

4. Withdrawal of RFQs

Applicants may withdraw or supplement their RFQ at any time up to the RFQ closing date and time. If a previously submitted RFQ is withdrawn before the RFQ due date and time, the Applicant may submit another RFQ at any time up to the RFQ closing date and time. After RFQ closing date and time, all submitted RFQs shall be irrevocable until contract award.

IV. EVALUATION AND CONTRACT AWARD

1. RFQ Evaluation

The evaluation and selection of an Applicant will be based on the information submitted in the RFQ. All Submittals shall be evaluated against the same standards. The Submittals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements.

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

2. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: rudysilva@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 BID shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no more than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Applicant:

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

Step II. If unresolved, within three (3) business days after receipt of a written decision, 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 appeal response, the protest may be appealed to the Executive. The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the bidder 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 City 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 City.

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

3. Sample Contract and Terms and Conditions

The Sample Contract provided with this RFQ Specification represents the terms and conditions which the Owner expects to execute in a contract with the successful Applicant. Applicants 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 Applicant'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.

V. SPECIAL TERMS AND CONDITIONS

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

1. Nondiscrimination Provision

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, gender identity, 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.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement. The contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity and Nondiscrimination statutes and regulations.

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 contracts.

No Provision of this Contract shall require or prohibit action or inaction by either party, or the agent(s) or subcontractor(s) or either party, that would violate Federal, State, or local law or that would affect the City's eligibility for any federal program or receipt of federal funds. The following provisions are included as required by Washington State law.

RCW 35.22.650: Contractor agrees that the Contractor shall actively solicit the employment of minority group members. Contractor further agrees that the Contractor shall actively solicit bids for the

subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of the Contractor's compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid.

Nothing in this Agreement shall require Contractor or any of its subcontractor(s) to take action that would be deemed discrimination or preferential treatment in violation of RCW 49.60.400. Pursuant to RCW 49.60.400(6), this Section does not prohibit action that must be taken to establish or maintain the City's eligibility for any federal program, if ineligibility would result in a loss of federal funds to the City.

2. Pay Transparency Nondiscrimination Provision

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

3. Indemnification and Hold Harmless

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. The Contractor agrees to release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement.
- b. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- c. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- d. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

- e. The terms of this Section shall survive any expiration or termination of this Contract.

4. Contractor's Liability Insurance

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. If Contractor carries higher coverage limits than the limits stated below, such higher limits shall be shown on the Certificate of Insurance and Endorsements, and the City shall be named as an additional insured for such higher limits.

Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor shall provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of work. Failure to provide the City with proof of insurance and/or to maintain such insurance outlined herein shall be a material breach of this agreement and a basis for termination.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Agreement, and any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

The following insurance is required:

a. Commercial Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

b. **Automobile Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

c. **Garage Keepers Liability**

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of garage keepers liability with a minimum liability limit of Two Hundred Thousand Dollars (\$200,000). ***An "on hook" endorsement is also required; you will need to provide confirmation that you have this coverage.***

d. **Employer's Liability (Stop Gap)**

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and neither the City nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance.

If at any time during the life of the Contract, or any extension, 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. All additional insured endorsements required by this Section shall include an explicit waiver of subrogation.

5. **Inspection of Applicant's Facility**

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

6. Change or Notice

Any alterations, including changes to the nature of the service, made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. The Contractor shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the City under this Contract.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO CITY:
Christina Payer
Buyer II
City of Yakima
129 North 2nd Street
Yakima WA, 98901

TO CONTRACTOR:
Name
Title
City of Yakima
129 North 2nd Street
Yakima, WA 98901

VI. APPLICANT QUESTIONNAIRE

Page 1 of 4

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

APPLICANT INFORMATION

Applicant's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

Business
License No. _____

UBI No. _____

Federal
EIN
No. _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Mailing Address _____

City _____

State _____

Zip + 4 _____

Physical Address _____

City _____

State _____

Zip + 4 _____

Name the person to contact for questions concerning this submittal.

Name _____

Title _____

Phone () _____

Toll Free Phone () _____

FAX () _____

E-Mail Address _____

Mailing Address _____

City _____

State _____

Zip + 4 _____

Physical Address _____

City _____

State _____

Zip + 4 _____

APPLICANT: _____

APPLICANT QUESTIONNAIRE

Page 2 of 4

OWNERSHIP

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

Please explain: _____

COMPLIANCE

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

Please explain _____

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

Please explain _____

BUSINESS INTEGRITY

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

Please explain _____

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

Please explain _____

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

Please explain _____

ATTACHMENT A – SAMPLE AGREEMENT

CITY OF YAKIMA ROTATIONAL TOWING AGREEMENT

DOL NO.

THIS TWO-PART DOCUMENT IS AN AGREEMENT BETWEEN:

(Applicant) DOING BUSINESS AS

(Firm Name)

(Address) (Phone Number)

(E-mail Address)

AND THE CITY OF YAKIMA:

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

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

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

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

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

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

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

PART II: ROTATIONAL TOW RATE CAP AGREEMENT

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

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

Capability to provide a 30 minute response time is required. A 30-minute response is required Monday through Friday, 8:00AM to 5:00PM. For requests made outside of these times and on weekends or holidays a 40-minute response time is required.

Three strikes rule: Authorized tow companies that have three unsuccessful City of Yakima rotational tow responses (responses to the site took longer than 30 or 40 minutes as applicable) within a rolling calendar year may be removed from the City of Yakima rotational tow list for up to one calendar year from the date of removal. Authorized tow companies may petition the designated Agent for the City of Yakima/Yakima Police Department for readmission to the rotational tow list earlier if they wish to appeal a one-year suspension.

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

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

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

5. **Storage Rate:** WSP Rate
6. **Storage:** Storage rates shall follow the guidelines set forth in WAC 204-91A-140.
7. **Hourly Labor:** Extra RTTO Employee/Driver WSP Rate (per hour) (based on ½ the current Class A Truck Rate; must have supporting documentation showing continuous employment)
8. **Casual Labor:** Charges based on cost (must have supporting documentation) plus 25 percent mark-up.
9. **Auxiliary Equipment:** Charges based upon the actual cost of equipment (must have supporting receipt) plus 20 percent mark-up.
10. **Handling and Disposing of Hazardous Materials:** Charges based upon cost of handling and disposing (must have supporting documentation) plus 20 percent mark-up.
11. **The term “rotator”** applies to any approved vehicle that has a rotating boom (Class A-D). The cost of using a rotator, other than the S1 will be its class rate plus 40 percent. Rotator rates shall only apply if:
 - a. The services are specifically requested by the legal or registered owner of the vehicle, or the officer in charge of the scene at the time of dispatch.

- b. After being dispatched to the scene, the tow operator, legal or registered owner of the vehicle, and/or the officer in charge of the scene agree to the cost and benefits of the use of the rotator and the rotator is actually used in the recovery.
12. **The term “GVWR” Gross Vehicle Weight Rating** applies to Class B with 30,000 lbs. GVWR or more with air brakes and rates apply only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.
 - a. **Class E & S rates** shall have a maximum rate appropriate for its GVWR. For example, if a Class E or S truck has a GVWR of 17,000 lbs. or more, Class B rates will apply if hauling Class B loads. Class A rates apply if hauling Class A loads.
13. **Extra Equipment/Manpower:** Only the registered or legal owner of a vehicle or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, can authorize extra labor or equipment as outlined in WAC 204-91A-140(d).
14. **Application of Rate Maximums:** These rate maximums shall apply whether the services are provided as a result of “primary” (initial) or “secondary” tows as defined in WAC 204-91A-030
15. **Fee for Absorbent Materials:** Tow operators will receive an additional 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 WSP Rates.
16. **Removal Liability:** RCW 46.52.020 (b) states, “A law enforcement officer or representative of the department of transportation may cause a motor vehicle, cargo, or debris to be moved from the roadway; and neither the department of transportation representative, nor anyone acting under the direction of the officer or the department of transportation representative is liable for damage to the motor vehicle, cargo, or debris caused by reasonable efforts of removal.”

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

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

This agreement may be canceled by:

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

Nothing herein shall be deemed to prohibit the City of Yakima from immediately suspending any applicant, operator, or employee where in the opinion of the Agent for Yakima Police Department, there is a danger to the public health, safety or welfare, or where the applicant, operator, or employee has engaged in conduct constituting a violation of this signed agreement. This includes instances in which a tow operator arrives at a site with equipment that is deemed unsafe by the officer in charge of the scene.

Indemnity/Insurance

(A) The Service Provider agrees to indemnify and save harmless the City, its officers,
22508Q Rotational Towing_YPD

agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance or any service hereunder.

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

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

Contract Documents

This Contract, the Request for Qualifications 22508Q, Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with City of Yakima documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, 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 Contract.

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.

Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

Venue

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

Authority

The person executing this Contract, on behalf of Contractor, represents and warrants that they have been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

Survival

The foregoing sections of this Contract shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

CONTRACTOR NAME

By: _____

City Manager

Date: _____

Date: _____

Attest:

(Print name)

City Clerk

ATTACHMENT B – WAC 204-91A-140 FEES

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

5/12/25, 9:59 AM

WAC 204-91A-140:

WAC 204-91A-140

Fees.

(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 suspension, after a tow inspector has determined that overcharging occurred and may result in the suspension or revocation of the tow operator's 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.

(i) The hourly rate must be applied to the resulting net time and, after the first hour, must be rounded to the nearest fifteen minutes.

(ii) After returning to the storage area, the tow operator may charge for the total amount of time in fifteen minute increments not to exceed a total of sixty minutes.

(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 46.55.115 and 46.55.063, WSR 20-08-080, § 204-91A-140, filed 3/27/20, effective 4/27/20. 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.]

ATTACHMENT C – SAMPLE INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
ISSUE 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 have ADDITIONAL INSURED provisions or 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		CONTACT NAME: Insurance Agent Contact Information	
INSURANCE AGENCY ISSUING CERTIFICATE ADDRESS		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A: A-VII or better, admitted carrier	
ENTITY INSURED ADDRESS		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		POLICY NUMBER	START DATE	STOP DATE	EACH OCCURRENCE \$ 2,000,000 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 - COMPOB AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		POLICY NUMBER	START DATE	STOP DATE	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	POLICY NUMBER Stop Gap/EL Only	START DATE	START DATE	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Garage Liability Garage Keepers Liability Cergolon Hook	X		POLICY NUMBER	START DATE	START DATE	\$1,000,000 \$200,000 \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Yakima, its agents, employees, authorized volunteers, elected & appointed officials are included as Primary/Non-contributory Additional Insureds. See attached Additional Insured Endorsement.

CERTIFICATE HOLDER	CANCELLATION
City 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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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 Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Yakima, its agents, employees, authorized volunteers, elected and appointed officials are included as Primary/Non-Contributory additional insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Where required by written contract or agreement executed prior to loss (except where not permitted by law).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us or
Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under the Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.