

Yakima County



Bid Documents & Specifications For Bid No. C11307

Investigative/Evidence Towing Services for Yakima County Sheriff's Office (YSO)

Yakima, Washington

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**Yakima City/County Purchasing Division
129 North Second Street
Yakima, Washington 98901
(509) 575-6093**

July 6, 2013

BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN by the undersigned that sealed Requests for Bids will be accepted on **Thursday, July 25, 2013 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

**Investigative/Evidence Towing Services for
Yakima County Sheriff's Office**

Bid proposals shall be:

- (1) Sealed.
- (2) Plainly marked: Bid No C11307
- (3) Addressed: Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901
- (4) Bids must be in the Office of the Yakima County Commissioners on or before the bid time of 11:00 a.m. on Thursday, July 25, 2013 and will be opened shortly thereafter across the street at City Hall Council Chambers, since City/County functions are now merged

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA

Specifications may be obtained online at:

<http://www.yakimawa.gov/services/purchasing/openings/>

The Board reserves the right to reject any and all bids, or parts thereof.

DONE this 6th day of July, 2013.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: July 6, 2013

BID CALL -- NOT AN ORDER

BID NO. C11307

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

DATE July 6, 2013

VENDOR _____

ADDRESS _____

BIDS WILL BE RECEIVED

UNTIL 11:00 a.m., July 25, 2013

BID OPENING 11:00 a.m., July 25, 2013

TO BIDDER:

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

BID PROPOSAL FORM

DESCRIPTION

The Yakima County Sheriff's Office (YSO) is requesting bids for investigative/evidence towing services including tows for both YSO vehicles and impounds for investigative purposes per the following specifications.

This Bid does not include services provided under YSO'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.

In award of the contract, all factors and information which will be considered for decision of contract award by Yakima County include 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 Yakima County Sheriff's Office, and ability to meet requirements as set forth in the bid specifications.

The County reserves the right to make a single or multiple award of this contract. If a multiple award is made, the County intends to make award in a rotational roster format.

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 Yakima County Sheriff's Office.

Current WSP rates:

The current Letter of Appointment (LOA) expiring October 14, 2013, states future increases/decreases for tow and storage rates will be based on the Seattle-Tacoma-Bremerton area Consumer Price Index for all Urban Consumers (CPI-U) Transportation Index and shall be made automatically on October 15th of each year. The CPI-U Transportation Index for June 2011 to June 2012 indicates a .023 rate increase.

Pursuant to Washington Administrative Code (WAC) 204-91A-140(2) and LOA the new rates are as follows and will take effect October 14, 2012:

TRUCK RATES (Per Hour)

CLASS A&D	\$181.00	Rotator \$253.00
Class B	\$218.00	Rotator \$304.00
Class B-2	\$295.00	Rotator \$409.00
Class C	\$382.00	Rotator \$532.00
Class S1	\$638.00	Rotator 40+ Ton

The storage rate - \$46.00

Hourly labor/extra employee/driver - \$91.00

After hour release - \$91.00

- ◆ 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 Sheriff’s Office (YSO)	
1.	1 hr	YSO Department Motor Vehicles	%
2.	1 hr	YSO Storage	%
3.	1 hr	YSO Hourly Labor/Extra Employee/Driver	%
4.	1 hr	YSO 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	%

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. Yakima Sheriff's Office 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.

***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.

List all tow operators who will be responsible for work performed 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:

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

1. _____

2. _____

3. _____

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:

NON-COLLUSION DECLARATION

I, by signing the bid proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.
2. That by signing the signature page of this bid proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET

**YAKIMA COUNTY
INVESTIGATIVE/EVIDENCE TOWING SERVICES FOR YSO
BID NO. C11307**

The bidder is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% Net_____

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address



BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed as required, and submitted with their bid on the form received from the County and bound in the Contract Documents:

- A. Bid Proposal Form
The unit prices, extensions and total amounts bid must be shown in the spaces provided (Pages 3-5).
- B. Contractor's Qualification Statement with Attachments
To be filled in by the bidder (Pages 6-7).
 - **Attach copy of City of Yakima Business License.**
 - **Attach copies of tow operators' Driver's Licenses.**
 - **Attach copy of current (RTTO) Registered Tow Truck Operator license.**
 - **Attach copy of Bonding Requirement in RCW 46.55.030.**
- C. Equipment List
To be filled in by the bidder (Page 8).
- D. Non-Collusion Declaration
To accompany bid proposal (page 9)
- E. Bid Signature Sheet
To be filled in and signed by the bidder (Page 10).

The following forms are to be executed after the contract is awarded:

- F. Contract
This Agreement is to be executed by the successful bidder (*ATTACHMENT A* Pages 29-32.)
- G. Certificate of Insurance
Refer to the Insurance information under Section II Special Instructions, Item "G" found on pages 15-16, and to the informational sample copy of the Certificate of Insurance and the Additional Insured Endorsement found on pages 27 and 28.

**YAKIMA COUNTY
INVESTIGATIVE/EVIDENCE TOWING SERVICES FOR YSO
BID NO. C11307**

I. GENERAL

A. Introduction:

It is the intent of these specifications to establish terms and conditions for providing towing services for Yakima County Sheriff's Office Department Vehicles as well as impounds for investigative purposes in order to secure competitive bids. Any variance from the specifications or standards must be clearly pointed out in writing by the bidder.

All items, which are necessary in order to provide this service, shall be included in the bid. The contractor shall furnish all labor, equipment, and materials, and perform all operations in connection with the contract he is awarded in compliance with the terms of the contract. Only the best and safest methods of operation will be allowed.

B. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in the specifications. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed.

C. Right to Reject/Accept:

Yakima County reserves the right to reject any or all bid or accept any presented which meet or exceed these specifications, and which would be in the best interest of Yakima County and will not necessarily be bound to accept the low bid.

D. Right to Award:

Yakima County reserves the right to make contract award on all groups listed on the bid form or award based on any group or based on any combinations of groups.

E. Term:

The period of this contract shall be for a period of one year from its effective date. Yakima County 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 Purchasing provides advance notice of the intention to not renew.

F. Termination

The bidder agrees, as a condition of contract award, to comply with the terms and conditions of this agreement. Furthermore, the bidder agrees that failure by any employee of the contractor to comply with these terms and conditions shall be cause for suspension or termination. Alleged violations of the agreement, RCW's and/or WAC's will be investigated by WSP and/or Yakima County. The contractor will be notified of the findings within thirty calendar days of the conclusion of the investigation.

This agreement may be cancelled by:

1. Either the contractor or Yakima County, without cause, by providing 30 days written notice;

2. Yakima County, for confirmed criminal activity, deliberate over-charging, or failure to follow requirements outlined in RCW or WAC's;
3. Yakima County, 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 Yakima County from immediately suspending any contractor, operator, or employee where in the opinion of the Agent for Yakima County, 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.

G. Expansion Clause:

At any time during the term of this contract, or any extension thereof, other City/County departments may be served under these same terms and conditions.

Any resultant contract may be further expanded by the Purchasing Buyer in writing to include any other like item or service normally offered by the vendor, as long as the price of such additional item/service is based on the same cost/profit formula as the listed item.

H. Changes:

Any proposed change in this contract shall be submitted to the City/County Purchasing Buyer for prior approval. The Buyer will then make the change through a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

I. Reporting/Invoicing Procedures:

The Contractor is to provide a monthly service recap report to Yakima County Sheriff's Office, which is to be submitted along with invoice. Report is to include breakdown by types of service and include customer name, phone number, and case number. YSO will perform random spot checks/cost surveys of RO/LO customers to ensure discounts and fees are being correctly applied throughout the term of the contract.

Contractor is to submit a properly completed invoice, on a monthly basis, to the address specified on the purchase order. To insure prompt payment, each invoice should cite purchase order number, Bid number C11307, description of service(s) completed along with case number, requesting officer's signature, unit and total price, discount terms and include the Contractor's name and return remittance address.

Payment will be mailed within thirty (30) days of both; the receipt and acceptance of the service(s) performed and properly completed invoice.

J. Service Provided by Different Contractor:

Should the contractor be unable to or refuse to provide services, on any given day, against this predetermined schedule to which the contractor has agreed and the County is forced to hire out services from a different contractor, the difference in the Bid price of the services and that paid the new contractor, in order to do the work, shall be charged to and paid for by the Contractor holding the Bid award for these services.

Contractor shall not, however, be responsible for delays in delivery due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Inability to secure component materials
4. Acts of God
5. Fire

Provided the City/County Purchasing Manager is notified in writing by the Contractor of such pending or actual delay. In the event of any delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for the delay.

The County reserves the right to waive this clause in whole or in part, on a case-by-case basis if the vendor/manufacturer can show that the delay occurred from circumstances beyond his/her control. Said circumstances would include, but not be limited to, armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which vendor reasonably cannot protect themselves.

K. Points Not Addressed:

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

II. SPECIAL INSTRUCTIONS

A. Bid Due Date:

Bid shall be in a sealed envelope and plainly marked, "**Investigative/Evidence Towing Services for Yakima Sheriff's Office , Bid C11307**" and submitted to and date stamped by the Yakima County Commissioners Office, 128 North 2nd Street, Room 232, Yakima County Courthouse, Yakima, WA, 98901, by **11:00 a.m. on July 25, 2013** addressed to Clerk of the Board. The sealed envelope must be labeled Bid No. C11307 with the date and time of bid opening written on the face of it. The bid opening will be held shortly after across the street at Yakima City Hall in the Council Chambers, 129 N. 2nd Street, Yakima, WA, 98901.

If you plan on attending the bid opening, DO NOT BRING YOUR BID WITH YOU INTO THE OPENING ROOM. It must be received and date stamped by the Yakima County Commissioners Office. Faxed or e-mailed bids will not be accepted.

It shall be the duty of the bidder to submit his bid before the hour and date specified. Yakima County shall assume no responsibility for the delay in the U.S. Mail, UPS, FedEx or any other delivery service resulting in a bid being received late.

B. Bid Administration:

Upon release of this Bid, all applicant communication should be directed in writing to the Bid Coordinator listed below. Any oral communications with other County employees will be considered unofficial and non-binding on the County.

C. Bid Coordinator:

The Bid Coordinator is:
Maria Mayhue, CPPB
City/County Senior Buyer
City of Yakima
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-575-6095 Email: mariamayhue@yakimawa.gov

D. Standard Agreement/Contract:

A standard agreement/contract is included in this Bid as *ATTACHMENT A*. Any exceptions to the standard contract must be submitted in writing with the Bid. Exceptions to the contract may lead to your Bid being declared non-responsive.

E. Regulations and Codes:

To the extent applicable, all equipment or materials shall comply with all Federal, State, and Local laws, rules, regulations and standards as well as the conditions of any permits, as may be amended and that may be promulgated including but limited to Washington State vehicle regulations, Federal regulations, WADOT, USDOT, WSDOE, WSUTC, OSHA and WISHA requirements and EPA standards. The successful bidder shall also take necessary steps to protect the staff and to promptly notify the staff of any emergencies during collection. The successful bidder will provide copies of all required permits and/or licenses with their bid proposal.

Bidder agrees to comply with conditions of the Federal Occupation Safety and Health Act of 1972 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA) and the standards and regulations issued thereunder, and certifies that all services performed will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless Yakima County from all damages assessed the County as a result of the vendor's failure to comply with the acts and standards thereunder.

F. Governing Laws and Regulations:

Each Bidder shall inform himself of, and the Bidder 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 bid document.

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> .

In particular, Bidder 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)*.

G. Contractor's Liability Insurance:

The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage and automobile coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of B+ or better.

Garage Liability, other than auto, is an acceptable substitute for Commercial General Liability and Garage Liability, any auto, is an acceptable substitute for Automobile Liability as long as it is at the required limits.

Stop Gap is not required for owner/operator firms with no employees

The policies will be written 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
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Other:

Cargo/On Hook:	\$50,000
Garagekeepers:	\$60,000

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

The contractor will provide a Certificate of Insurance to the City/County as evidence of coverage. The certificate will provide 20 days notice of cancellation. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers 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 County to terminate the contract.

This certificate of insurance shall be provided to the Purchasing Buyer, prior to commencement of this work.

H. Maintenance of Records/Audits:

The contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy then is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

I. Access to Records:

The Contractor shall make available to Yakima County or the Washington State Auditor or their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Contractor shall have kept in conjunction with this Contract and which Yakima County may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein for a period of not less than three (3) years from the date of termination of the Contract.

J. Property Rights:

All records or papers of any sort relating to Yakima County and to the Contract will at all times be the property of the County and shall be surrendered to the County upon demand. All information concerning the County and said Contract, 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 County.

III. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

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 Yakima County Sheriff's Office.

B. Investigative Tows:

Towing service to provide towing of Yakima Sheriff's Office impounded vehicles to the Yakima Sheriff's Office facility located at 1822 S 1st Street.

C. Contract Tows:

Any cars held on a YSO 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.

Because the Sheriff's Office 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.

In some rare cases the Sheriff's Office will choose to pay for a car that was taken for evidence or other reasons as a courtesy. These cars maybe released and YSO billed.

The contract tow may be used for a variety of reasons. Following are the most common:

1. Sheriff's car damaged-tow to Yakima Sheriff's Office (YSO) facility or selected repair facility. Bill to YSO.
2. Sheriff's car needs tire changed-respond to YSO car location, change tire and return damaged tire/wheel to selected repair facility. Bill to YSO.
3. Sheriff's car needs tire chains installed or removed-typically done at YSO facility unless already stuck, conduct task, bill to YSO.
4. Private vehicle is seized for evidence. Tow vehicle to YSO 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. Sheriffs take a car for a narcotics seizure-tow to YSO facility and bill to YSO.

D. Complaints:

Upon receipt of a complaint against the contractor, the Sheriff's Office will direct the complaint to the Washington State Patrol (WSP). All disputes involving charges for services under this contract will also be directed to WSP. The decision of WSP shall be binding on the contractor.

E. Care and Conditions of Towed Vehicles:

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.

F. Release of Vehicles:

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 Sheriff's Office. The contractor shall not release any vehicle impounded by the Sheriff's Office and stored at the contractor's storage facility until the contractor obtains permission from the Sheriff's Office. The contractor may charge a higher rate for after normal business hours release, as listed on the Bid Proposal Form.

G. Twenty-Four Hour Recovery:

Vehicles released from a Sheriff's 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.

H. Receipt Required:

The Sheriff's Office will require a person claiming a vehicle from Sheriff 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 Sheriff 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 Sheriff's Office.

I. Towing Weight Classification:

Contractors must be capable of providing towing services for the listed vehicle classifications. The Sheriff's Office reserve the right to call specialized recovery equipment if a situation occurs which requires equipment that the contractor is not capable of providing.

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

J. Abandoned Vehicles:

Contractor shall dispose of abandoned vehicles pursuant to RCW and WAC.

K. Equipment:

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.

L. Contractor and Operator Expectations:

1. Contractor and Operators will maintain a civil attitude and demeanor when dealing with the public and/or Yakima County employees.
2. Be listed by firm name in the yellow pages of their local telephone directory.

3. Have posted a sign advertising their business location, visible to the public. Such sign will comply with all State, County and Local sign ordinances.
4. 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.
5. Have their business hours conspicuously posted at their place of business, visible to the public when the business is closed.
6. Furnish the Yakima Co. Sheriff's Office with a list of their business hours.
7. Clean accident/incident scenes of all glass or other debris.
8. Be experienced and efficient. If a new operator is being trained, an experienced operator must also be in attendance.
9. 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."
10. 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.
11. Not refuse to surrender property from any vehicle stored when such property is not an integral part 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.

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 Sheriff's Office. The person is entitled to only that property that is not part of or affixed to the vehicle(s). The Sheriff's Office 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.

12. Be responsible for the security of property in vehicles stored or impounded in their facilities.
13. Maintain and use storage facilities inside a secure building for "death cars" and cars held for evidence. These inside storage facilities will be located adjacent to the regular storage/office facilities.
14. 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. These sight-obscuring features shall be no less than six (6) feet in height.
15. Not refuse to remove any vehicle when called.

16. 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 Co. Sheriff's Office not less than thirty (30) days prior to such cancellation.
17. When called, be en route to the accident or incident scene within five (5) minutes between the hours of 7:00 AM and 10:00 AM, or within ten (10) minutes at any other time, provided that in no case will response time exceed fifteen minutes. Continued failure to arrive at a specified location within the specified time shall be grounds for termination of the contract for cause.
18. At all times have a valid Washington State Operator's License in his/her possession.

M. Miscellaneous:

1. No tow operator may respond to a request for towing service from the Yakima Co. Sheriff's Office who has been convicted of the crime of larceny or theft in any degree in the preceding five (5) year period.
2. No tow truck operator or firm will be awarded or remain as the Yakima Co. Sheriff's Office towing service who have been convicted of any crime relating to the tow business or operation of tow trucks.
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.
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.
5. The tow company that has been designated as the Yakima Co. Sheriff's Office 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 Sheriff's Office. Failure of the company to remain on the Washington State Patrol list of approved tows is cause for removal as the Yakima Co. Sheriff's Office approved tow service.
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 Yakima Co. Sheriff's Office approved tow service.

The Vendor shall perform those services specifically in conformance with the specifications above.

**YAKIMA COUNTY
GENERAL PROVISIONS
(A PART OF ALL INVITATION TO BID DOCUMENTS)**

These General Provisions, the Specifications, the Invitation to Bid/Quote form and any attachments, constitutes the bid document, and will be considered as one document.

1. Laws and Regulations

The contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

2. Acceptance

The County reserves the right to reject any or all quotations, to waive any technicalities and informalities, and to accept or reject all or any part of this quotation at prices shown.

All bids/quotes must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids/quotes, unless otherwise stated.

3. Bid/Quote Submittals

Bids and quotes shall be submitted on the attached forms only. Extra pages and literature may be added to this package; however, the package shall be returned intact as received.

All prices and notations must be typewritten or written in ink, with no erasures permitted. Mistakes may be crossed out and corrections written adjacent thereto, and must be initialed in ink by person signing quotation. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

If applicable, unit prices for all items, all extensions, and the total amount of bid or quote must be shown. In the instance of a discrepancy between the unit price and the total price, the unit price shall govern. Any pricing, configuration, or other errors discovered after bid/quote opening or quotation due date must remain and cannot be adjusted.

4. Change Orders

Change Orders for material or services will be without effect unless issued and authorized in writing by the Purchasing Manager.

5. Quality Standards

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered, provided the offeror specifies the brand, model and other data for comparison with their bid/quote. Yakima County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

6. Delivery

Time is of the essence and this order is subject to cancellation by Yakima County for Vendor's failure to deliver on time. For any exception to the delivery date specified in this order, Vendor shall give prior written notification and obtain written approval from the City/County Purchasing Manager. The acceptance by the County of later performance with or without objection or reservation shall neither waive the County's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by

Vendor. All quotations shall include delivery F.O.B. destination, freight pre-paid, unless otherwise stated in this "Bid Call" or "Invitation to Quote" at the designated address set forth in the proposal given to each bidder. When shipping addresses specify room identification, Vendor shall make such delivery thereto without additional charge. If the County grants specific authorization to ship goods F.O.B. Shipping Point, Vendor agrees to prepay all shipping charges, route the goods by cheapest common carrier, and bill the County as a separate item on the invoice for said charges. It is also agreed the County reserves the right, at its sole option, to refuse COD Shipments.

7. Identification

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices and other written documents relating to this order. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein.

8. Payment

Vendor is to submit properly completed invoice(s) and mail to address specified at the time of order

To insure prompt payment, each invoice should cite purchase order number, bid/quote number, description of item purchased, unit and total price, discount terms and include the vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the product or service and (b) a properly completed invoice.

9. Risk of Loss

Regardless of the F.O.B. Point specified above, Vendor agrees to bear all risk of loss, injury, or destruction of goods ordered herein which occur prior to actual physical delivery to the County, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

10. Force Majeure

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

11. Rejection

All goods and any services purchased in this order are subject to approval by the County. Rejection of goods or services, resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by the County or returned, will be at Vendor's risk and expense.

12. Approximate Quantity

The quantities listed are the County's current approximate requirements. Yakima County will neither be obligated by, nor restricted to, these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid/Quote. If it is agreeable to both parties and prices have not changed and the same unit/materials are still available, additional units/materials may be ordered within 12 months of the signing of the original agreement.

13. Cooperative Purchasing

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 County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

14. Samples

Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

15. Inspection

Cost of inspection on deliveries or offers for delivery, which do not meet specifications, will be for the account of the vendor.

16. Hazardous Materials

If this order covers goods, which include hazardous chemicals, Vendor shall, at the time of product delivery, provide the County with copies of Material Safety Data Sheets for such chemicals. These sheets shall be in the form then required by applicable law or regulation (See WAC 296-62-05413). This requirement shall be in addition to whatever other requirements are imposed by law or regulation.

17. Public Disclosure

Proposals shall become the property of Yakima County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Vendors, Yakima County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure. Yakima County will consider a Vendor's request for exemption from disclosure; however, Yakima County will make a decision predicated upon RCW 42.56.

18. Warranties

Vendor warrants that all goods and services furnished under this order are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Vendor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Vendor's warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

19. Re-Award

When the contract is terminated by the vendor upon 30 days notice as herein provided, the County may re-award the contract to the next most responsible bidder.

When a vendor is unable to supply goods and/or services to the County and is in breach of the contract, or when the contract is terminated by the County for cause as herein provided, the County reserves the right to re-award the contract to the next most responsible bidder.

20. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's 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.

21. Late Receipt of Bid/Quote Documents

Bids and/or quotations and modifications received after the exact hour and date specified for receipt of bids and/or quotations will not be considered (i.e. if bid was due by 2:00 PM, any bids received after 2:00:00 PM will be rejected).

22. Licenses

If applicable, successful vendor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

23. Delivery of Unapproved Substitutions

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the contractor at no cost to the County regardless of the time lapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

24. "No Bids"

Vendors who are unable to or do not wish to submit a bid and are encouraged to respond by notating their bid "NO BID" on page one of the "BID CALL" and mailing it to the City of Yakima Clerk's Office, 129 North 2nd Street, Yakima, Washington, 98901, with the Bid/Quote due date and time written on the face of the envelope. It is the County's practice that if no response to a bid is received by a vendor after two consecutive mailings, the vendor will be deleted from our vendor's mailing list for that type of commodity item.

25. Non-Collusion

The Bidder represents, by the submission of their Proposal, that the prices in this bid/quote are neither directly nor indirectly the result of any formal or informal agreement with another bidder.

26. Evaluation of Bid/Quote

In the evaluation of otherwise responsible bids/quotes, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract and provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

27. Taxes

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The County is exempt from Federal Excise Tax. Where applicable, the County shall furnish a Federal Excise Tax Exemption certificate.

28. Non-Discrimination

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, age, marital status, disability, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, age, marital status, disability, sex, or national origin.
- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, advising the labor union or workers' representative of the contractor's commitment to non-discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by Yakima County and will provide on request evidence to substantiate compliance with non-discrimination clauses of this contract.
- E. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for any future Yakima County contracts.

29. Termination - Convenience

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

30. Termination - Cause

The County reserves the right to terminate this contract at any time, upon written notice, in the event that the services of the Contractor are deemed by the County to be unsatisfactory, or upon failure to perform any of the terms and conditions contained in this agreement. In addition to the foregoing right of termination, the County may terminate this contract, with or without cause, upon thirty (30) days written notice to Contractor.

31. Delay of an Award

If, after bid/quote opening, administration problems threaten to delay award beyond the bidder's acceptance period, bidders shall be requested to extend the bid/quote acceptance period. This request must be made and confirmed in writing prior to the expiration date of their bids/quotes (with consent of sureties, if any) to avoid the need to re-advertise.

32. Venue

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

33. Defense and Indemnity Agreement

The vendor agrees to defend, indemnify and save harmless Yakima County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account to damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Vendor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

34. Permits

The vendor shall procure and pay for all permits and licenses necessary for the completion of the Contract, including those permits required by Yakima County. In the event a necessary permit is not obtained, the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

35. 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.

36. Waiver

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

37. Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understanding between the parties.

38. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the vendor is submitting a formal protest. The protest shall be filed with the Yakima City/County Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. 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 before award** shall be filed five (5) days before the solicitation due date, and **protests after the award** shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the vendor:

Step I Purchasing Manager and Department Head of solicitation try resolving matter with protestor. All available facts will be considered and the City/County Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting vendor.

Step II If still unresolved, within three (3) business days after receipt, the protest may be appealed to the Board of Yakima County Commissioners. The Board of County Commissioners shall make a determination in writing to the vendor.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, conflict of interest;
- Solicitation unduly constrains competition or contains inadequate or improper criteria;
- Errors in computing score;
- Non-compliance with procedures described in the solicitation or County Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

- Finds the protest lacking in merit and upholds the award; or
- Finds only technical or harmless errors in the acquisition process and determines the County to be in substantial compliance and therefore reject the protest; or
- Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or
- Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City/County Purchasing Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested vendors, Purchasing is not responsible to assure that vendors receive the announcement. It is the responsibility of the vendors to obtain the announcement from 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 County 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 County.

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

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

39. Qualified Bids

The General Terms and Conditions and Supplemental Terms and Conditions included in this bid document will govern the performance of the work. No other terms and conditions will be accepted. Bids that are conditioned in any way, or Bids that take exception in any way to the City of Yakima's General and Supplemental Terms and Conditions, may result in the Bid being considered non-responsive.

40. Proprietary Material Submitted

Any information contained in the bid/RFP submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

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.

SAMPLE AGREEMENT/CONTRACT

C11307 Investigative – Evidence Towing for Yakima County Sheriff's Office

THIS AGREEMENT/CONTRACT is entered into this ____ day of ____ by and between Yakima County Sheriff's Office hereinafter the "County", through the Purchasing Division, 129 North 2nd Street, Yakima, Washington 98901 and _____ whose address is _____ hereinafter the "Contractor".

WITNESSETH:

In consideration of the terms and conditions contained herein, and attached and made a part of this agreement, the parties hereto agree as follows:

1. The Contractor shall perform investigative – evidence towing services as required in the bid specifications. The contractor shall do all work and furnish all equipment necessary for performing the work in accordance with and as described in the attached specifications and bid document **C11307 Investigative – Evidence Towing**, which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

The Contractor shall provide and bear the expense of all equipment, work, permits, and labor of any sort whatsoever as may be required for the completion of the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by Yakima County.

2. Yakima County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in the contract.

3. The contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

4. Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. If approved, the change shall take effect thirty (30) days after notification was received by the City/County Purchasing Office

5. The parties agree that the Contractor is an independent Contractor and not an agent or employee of the County. Agents, employees, servants, or representatives of the Contractor shall not be deemed to be employees, agents, servants, or representatives of the County for any purpose. Employees of the Contractor are not entitled to any benefits the County provides for County employees.

6. The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital 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 U.S.C. 12101 et seq.) In the event the Contractor violates this provision, the County may terminate this agreement immediately and bar the Contractor from performing any services for the County in the future.

7. The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.

8. Termination:

The bidder agrees, as a condition of contract award, to comply with the terms and conditions of this agreement. Furthermore, the bidder agrees that failure by any employee of the contractor 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 WSP and/or Yakima County. The contractor will be notified of the findings within thirty calendar days of the conclusion of the investigation.

This agreement may be cancelled by:

(A) Either the contractor or Yakima County, without cause, by providing 30 days written notice;

(B) Yakima County, for confirmed criminal activity, deliberate over-charging, or failure to follow requirements outlined in RCW or WAC's;

(C) Yakima County, 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 Yakima County from immediately suspending any contractor, operator, or employee where in the opinion of the Agent for Yakima County, 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.

9. Indemnity/Contractor's Liability Insurance:

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

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

(C) Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage and automobile coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of B+ or better.

At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverages, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Yakima County. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Garage Liability, other than auto, is an acceptable substitute for Commercial General Liability and Garage Liability, any auto, is an acceptable substitute for Automobile Liability as long as it is at the required limits.

Stop Gap is not required for owner/operator firms with no employees

The policies will be written 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

Garagekeepers: \$60,000

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

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

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

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

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

(D) Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section 10.1 shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section 10.1, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the County and its officers, employees, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

(E) 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 County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

11. This Agreement shall become effective on its execution by both the successful Contractor and the Board of County Commissioners and shall be up for renewal on the ____ day of ___, 20___. The County may, at its sole 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 County provides advance notice of the intention to not renew.

12. This Agreement, the Request for Bids, Scope of Work, conditions, addenda and modifications and the Contractor's proposal (to the extent consistent with Yakima County documents) constitute the Contract Documents and are complementary. This agreement shall be governed by the laws of the State of Washington. Specific federal and State laws and the terms of this Agreement, in that order respectively, supersede other inconsistent provisions. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, Washington, 98901, and are hereby incorporated by reference into this Agreement.

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

DATED this _____ day of _____, 2013.

CONTRACTOR

**BOARD OF YAKIMA
COUNTY COMMISSIONERS**

Signature Title

Chairman

Print Name

Member

Date Signed

Member

APPROVED AS TO FORM:

ATTEST: Tiera L. Girard
Deputy Clerk of the Board

Deputy Prosecuting Attorney

Date: _____

Fees**Where WA State Patrol is referenced, it shall also apply to Yakima County**

(1) All 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 the only charge for services performed for initial tows and secondary tows performed during business hours. Charges for secondary tows performed during non-business hours, on weekends or state recognized holidays, if different from the hourly rate, must be negotiated and agreed upon with the vehicle owner/agent before the tow is made.

The tow inspector will investigate allegations of overcharging. Intentional overcharging or a pattern of overcharging will be cause for suspension. The 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) Be the only basis used by the tow operator to compute total charges for towing services.

(b) Apply when a call for a tow is made by the state patrol, including, but not limited to, collisions and impound requests.

(c) Include all ancillary activities including, but not limited to, removal of glass, debris, and vehicle fluids less than one gallon from the roadway and any other area referred to as the "scene or incident," 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, the tow company must advise the department of transportation, the patrol or local road department of all fluid spills greater than one gallon.

(d) 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, a second person is allowed at the hourly labor rate per contract for an extra RTO employee. Any charges for additional labor or ancillary vehicles, or both, or for removing debris, cargo, or other items must have prior authorization from the legal or registered owner/agent, or a member of the patrol at the scene.

(e) Be computed from the actual time the truck departs in response to a call until the truck returns to its normal area/zone, responds to another call, or the tow yard. 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 portion thereof. After the first hour, no more than one-quarter of the hourly rate may be charged for each fifteen minutes of tow or service work performed.

(f) Be evenly divided between vehicles transported when class "E" trucks are used for multiple towing/recovery (one on bed, one in tow) from the same 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) After hours release fee. 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;

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

(d) Apply on any weekday after 5 p.m. and before 8 a.m.; Saturday or Sunday; and state recognized holidays. If the operator or employee is called to the place of business specifically for the purpose of releasing the vehicle and/or property, an "after hours fee," may be assessed.

(5)(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.

(6) 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.

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

Minimum tow truck equipment standards
Where WA State Patrol is referenced, it shall also apply to Yakima County

(1) All tow/recovery trucks used by a registered tow operator for public or private impounds or in response to patrol requests must meet the minimum standards listed in this section.

(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) Unlaying 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 reinspected by a recognized recertification company. If the equipment is acceptable, it may be reidentified 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 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 tiedown, 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 tiedown, 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 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 tiedown, 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 tiedown, 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 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 underlift 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 underlift with an adjustable tiedown, 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 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 must meet the requirements of subsection (2)(a) through (w) of this section, and in addition must have:

(a) 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 tiedown, or as otherwise required by the equipment manufacturer.

(b) 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 tiedown, or as otherwise required by the equipment manufacturer.

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

(d) One snatch block rated at 3.5 tons.

(e) 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.

(f) 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 requested 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 tiedowns with a minimum working load limit of three thousand four hundred pounds. The tiedowns must be grade "7" or stronger chain, wire rope, nylon strap, or steel strap.

All four tiedowns must be used when securing a vehicle. The tiedowns must be affixed to the axle, tires, or frame of the transported vehicle both front and rear. All tiedown 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 tiedowns 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 tiedown, 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 underlift with an adjustable tiedown, 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](#). 10-24-068, § 204-91A-170, filed 11/30/10, effective 12/31/10; 09-09-118, § 204-91A-170, filed 4/21/09, effective 5/22/09. Statutory Authority: RCW [46.37.005](#) and [46.55.115](#). 07-02-025A, § 204-91A-170, filed 12/22/06, effective 1/22/07. Statutory Authority: RCW [46.37.005](#). 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](#). 02-07-056, § 204-91A-170, filed 3/15/02, effective 4/15/02. Statutory Authority: RCW [46.37.005](#) and [46.55.050](#). 94-18-083, § 204-91A-170, filed 9/2/94, effective 10/3/94. Statutory Authority: RCW [46.35.005](#) [[46.37.005](#)]. 89-14-015 (Order 89-04-ESR), § 204-91A-170, filed 6/23/89.]

**Additional vehicle towing/operator qualifications, restrictions, and requirements
Where WA State Patrol is referenced, it shall also apply to Yakima County**

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; 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 precollision 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 [46.55.050](#), [46.55.115](#), and [46.55.075](#). 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](#). 09-09-118, § 204-91A-180, filed 4/21/09, effective 5/22/09. Statutory Authority: RCW [46.37.005](#) and [46.55.115](#). 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](#). 02-07-056, § 204-91A-180, filed 3/15/02, effective 4/15/02. Statutory Authority: RCW [46.37.005](#) and [46.55.050](#). 94-18-083, § 204-91A-180, filed 9/2/94, effective 10/3/94. Statutory Authority: RCW [46.61.567](#). 89-21-044, § 204-91A-180, filed 10/13/89, effective 11/13/89. Statutory Authority: RCW [46.35.005](#) [[46.37.005](#)]. 89-14-015 (Order 89-04-ESR), § 204-91A-180, filed 6/23/89.]