

**CITY OF SCAPPOOSE**

**REQUEST FOR PROPOSALS**

**TOWING SERVICES**

**RFP NO:2020-03**

**SUBMITTAL DEADLINE: 2:00 P.M., APRIL 10, 2020**

**CITY OF SCAPPOOSE  
REQUEST FOR PROPOSALS FOR  
TOWING SERVICES  
RFP NO: 2020-03**

**NOTICE IS HEREBY GIVEN**, the City of Scappoose is requesting sealed proposals from qualified persons to provide City-wide towing services for a period of time beginning April 21, 2020 and continuing thereafter until December 31, 2023. The City reserves the right to award two contracts and extend contracts for an additional two-year period.

Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal(s) based on the evaluation criteria set forth in this RFP. A copy of this information may be obtained from the City Recorder's Office, at City Hall, 33568 E. Columbia Avenue, Scappoose, OR 97056, or by calling 503-543-7146.

**Solicitation Starting Date (RFP available) March 13, 2020.**

All proposals must be sealed, clearly marked "Towing Services Proposals - RFP No. 2020-03, 2:00 p.m., April 10, 2020 and received in the City Recorder's Office at Scappoose City Hall by the above specified date and time. Any proposal received after that date and time, or not submitted in the proper manner, will be returned unopened without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities and to accept the proposal(s) deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.

---

**Susan M. Reeves, MMC**  
**City Recorder**

**Dated this 13<sup>th</sup> day of March, 2020.**

**CITY OF SCAPPOOSE  
REQUEST FOR PROPOSALS  
FOR TOWING SERVICES  
RFP NO: 2020-03**

**GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS**

**1. GENERAL INFORMATION.** The City is seeking competitive proposals for City-wide towing services to be contracted on an annual basis. For the purposes of this RFP the term “vehicle” shall include, but not be limited to cars, trucks, vans, motorcycles, recreational vehicles, semis, motorized farm equipment, motor homes or other types of mechanized equipment and related accessories. The City seeks to obtain proposals on the types, categories and classes of towing services as outlined in Exhibit “C”.

These general requirements and instructions have been written to describe a minimum performance criteria of the towing services being sought by the City and to be furnished by the persons submitting proposals (hereinafter referred to as the “proposer”). The successful proposer will provide the City with towing services for a period of time beginning upon execution of a contract pursuant to this RFP, and continuing thereafter until December 31, 2023.

This RFP is intended to provide interested persons with sufficient information to prepare and submit proposals for consideration by the City. It is the City’s intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFP.

The City reserves the right to reject any and all proposals received as a result of this RFP prior to the execution of a trade services contract upon a finding that it is in the public interest to do so. Preparation and submission of a proposal is at the proposer’s sole risk and expense.

Proposals and all accompanying documents will become the property of the City and will not be returned. See Section 16, entitled “Public Records”.

This RFP contains and incorporates the following:

**GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS**

**Exhibit “A” Proposal Form**

**Exhibit “B” Trade Services Contract, including: Contract Attachment No. 1 - City’s Standard Contract Conditions**

**Exhibit “C” Description of Services – Contract Attachment No. 2**

**Exhibit “D” Minimum Qualifications**

**Exhibit “E” Evaluation Criteria**

**NOTE:** The fee schedules included in this RFP shall become Attachment No. 3 of the contract awarded pursuant hereto; the City Standard Contract Provisions included with the sample contract in this RFP will become Attachment No. 1 of the final contract; and the

Description of Services (Exhibit “C”) included in this RFP will become Attachment No. 2 of the final contract.

**2. FORM OF PROPOSAL.** Proposals are to be based on and submitted in accordance with the instructions contained in this RFP. The City may change these instructions at any time prior to the solicitation closing by addendum as provided in Section 6 of this RFP. Proposers are responsible for responding to all addenda.

**3. POINT OF CONTACT.** The City Recorder’s office is the point of contact in the City for this RFP. All correspondence pertaining to this RFP should be directed to Susan M. Reeves, City Recorder, 33568 E. Columbia Avenue, Scappoose, OR 97056. The City Recorder’s Office may be contacted by calling 503-543-7146.

**4. TECHNICAL CLARIFICATION, REQUESTS FOR CHANGES.** Questions regarding specific technical aspects of the service requested by this RFP, or seeking clarification concerning these instructions may be directed to Police Chief Norm Miller by calling 503-543-3114. No oral clarification will be binding on the City. The City will be bound only by this RFP and any written addendum issued hereunder.

Requests for changes to these instructions or to any of the exhibits to this RFP must be submitted in writing to the City Recorder not later than 10 calendar days prior to the date of the solicitation closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a “Request of Change in RFP” and specify the RFP Number set forth in the caption to this RFP. The City will respond to all written requests for changes, in writing, within five business days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFP, the clarification or modification will be made by written addendum as provided in Section 6 of this RFP.

**5. SCHEDULE OF EVENTS.** The following schedule of events shall be followed for this RFP.

<b>Solicitation Starting Date -(RFP available)</b>	March 13, 2020
<b>Solicitation Closing</b>	2:00 p.m. on April 10, 2020
<b>Proposal Review</b>	April 13-17,2020
<b>Award and Execution of Contract</b>	April 21, 2020

**6. ADDENDUM TO THE REQUEST FOR PROPOSALS.** In the event it becomes necessary to revise any part of this RFP prior to the solicitation closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE PROPOSAL. Proposers may protest requirements of this RFP by submitting a request for change, in accordance with Section 4 of this RFP. No addendum will be issued less than four days prior to the date of the solicitation closing.

**7. FORMAT OF PROPOSAL.** Proposals must contain the information specified in Section 8 of this RFP. Proposals must be prepared on the proposal form attached hereto as RFP Exhibit “A.” A proposal should provide a concise description of the proposer’s ability to

satisfy the requirement of this RFP and the trade services contract attached hereto as RFP Exhibit "B", along with the City's Standard Contract Provisions attached as an exhibit to such contract.

**8. CONTENT OF PROPOSALS.** The proposal should demonstrate that the proposer could furnish the services in a manner that will be cost effective for the City. Those proposals, which do not contain all information, required by this RFP or are otherwise non-responsive, may be rejected immediately. However, the City has discretion to accept a proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with this RFP. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its proposal.

**8.1** The proposal must contain at least the following information:

**8.1.1 Proposal Form.** The proposal form, substantially in the form of RFP Exhibit "A" must be duly executed by the authorized representative of the proposer and include the following:

- a.** The proposer's business name, address, telephone number and federal taxpayer identification number;
- b.** The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
- c.** Name(s) and title(s) of the person(s) authorized to submit the proposal and to execute the trade services contract; and
- d.** The fees and charges that the proposer will charge for the services rendered based on the format outlined in RFP Exhibit "A".

**8.1.2 Qualifications.** The Proposers statement of qualifications to perform the contract, including the following:

- a.** A description of the key personnel that will perform the services and their qualifications;
- b.** A description of how the proposer complies with all minimum qualifications set forth in RFP Exhibit "D";
- c.** Special services the proposer can provide in connection with the service required by this RFP and as described in RFP Exhibit "C"; and
- d.** A proposer that has not contracted with the City of Scappoose during the past two calendar years for the type of services required by this RFP must also submit information describing its experience in providing such services to other public entities.

- e. List of all subcontractors proposed to be used by the tow company and the duties/responsibilities assumed by each subcontractor.

**8.1.3 References.** A list of all public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record.

**8.2 Alternatives.** A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 14 of this RFP.

**9. EXECUTION OF CONTRACT.** The proposer selected by the City to provide the requested trade services will be expected to deliver its proof of required insurance, and to enter into a written trade services contract in the form attached hereto as RFP Exhibit "B".

***BY SUBMITTING ITS PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFP, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF CONTRACT IN RFP EXHIBIT "B", AND THAT IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.***

**10. DELIVERY OF PROPOSALS.** In order to be considered, sealed proposals must arrive at the City Recorder's Office before the time and date of the solicitation closing as noted in this RFP. Proposers who mail proposals should allow extra mail delivery time to insure timely receipt of their proposals. Proposals received after the solicitation closing will not be considered and will be returned unopened to the proposer. Proposals must be submitted in sealed envelopes clearly marked with the RFP number shown in the caption of this RFP and the time and date of the solicitation closing.

**11. SUBMISSION AND WITHDRAWAL OF PROPOSALS.** Proposers may modify or withdraw their proposals at any time prior to the solicitation closing by providing a written request for modification or withdrawal to the City Recorder's office. Requests for withdrawal of proposals will not be accepted after the solicitation closing. A proposer may also withdraw its proposal in person prior to the solicitation closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Recorder. The City Recorder shall obtain the signature of the person making the withdrawal.

***ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 60 DAYS FROM THE SOLICITATION CLOSING.***

**12. OPENING OF PROPOSALS.** Proposals received in response to this RFP will be opened in public by the City Recorder or designee immediately after the solicitation closing in the City Recorder's Office in City Hall located at 33568 E. Columbia Ave., Scappoose, Oregon, 97056. The names and addresses of all proposers will be announced and recorded

by the City Recorder. No other information will be made available at that time. A copy of the names and addresses of the proposers may be obtained from the City Recorder.

**13. MINIMUM QUALIFICATIONS REQUIRED.** Proposals must indicate how the proposer satisfies the minimum qualifications set forth in RFP Exhibit “D”.

**14. EVALUATION OF PROPOSALS.** The City will evaluate the proposals according to the evaluation criteria and rating scheme set forth in RFP Exhibit “E” and in accordance with the following:

**14.1 Interviews** The City may require interviews with all responsive proposers regardless of the interview schedule in Section 5 of this RFP. In addition, the City may request an interview with one or more proposer, if the City determines that an interview would help the City better evaluate the proposal, provided that no scoring for interview will be made unless all responsible proposers are interviewed.

**15. SELECTION PROCESS AND NOTICE OF AWARD.** The City will select the proposal(s) deemed most beneficial to the City based on its evaluation of the proposals. The apparent successful proposer and all other persons who submitted proposals will be notified of the City’s selection. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City. The City may award multiple contracts for certain categories of towing services on a rotational basis; or a primary contract to one contractor with an alternate contract to another to provide service if the prime contractor is unable to respond to a request for service.

**16. PUBLIC RECORDS.** This RFP and each original proposal received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City.

**17. RECORDS REVIEW; CONFIDENTIALITY.** After opening, all proposals shall be available for public inspection except for those portions of a proposal that the proposer designates in its proposal as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its proposal. Prices and terms of payment are not confidential, and shall be publicly available regardless of a proposer’s designation to the contrary.

**18. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD.**

**18.1 Purpose.** An adversely affected or aggrieved proposer must exhaust all avenues of administrative review and relief before seeking judicial review of the City's contractor selection or contract award decision.

**18.2 Notice of Intent to Award Contract.** The City will provide written notice to all proposers of the City's intent to award the contract. The City's award shall not be final until the later of the following:

- a. 7 days after the date of the notice; or
- b. The City provides a written response to all timely-filed protests that denies the protest and affirms the award.

**18.3 Right to Protest Award.**

**18.3.1** An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within seven days after issuance of the notice of intent to award the contract.

**18.3.2** The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

**18.3.3** A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the contract as the responsible proposer submitting the best responsive proposal and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award:

- a. because their proposals were non-responsive; or
- b. the City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.

**18.3.4** The City shall not consider a protest submitted after the time period provided in this RFP.

**18.4 Authority to Resolve Protests.** The City Manager has the authority to settle or resolve a written protest submitted in accordance with the requirements of this RFP.

**18.5 Decision.** If a protest is not settled, the City Manager, or the City Manager's designee, shall promptly issue a written decision on the protest. Judicial review of this decision will be available as provided by statute.

**CITY OF SCAPPOOSE**

---

**Susan M. Reeves, MMC**  
**City Recorder**



**RFP EXHIBIT "A"**  
**RFP NO. 2020-03**

**PROPOSAL FORM**

**Legal Business Name:** \_\_\_\_\_

**Form and State of Organization:** \_\_\_\_\_

**Registered dba, if any:** \_\_\_\_\_

**Main Office Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **E-Mail Address:** \_\_\_\_\_

**Tax Identification Number:** \_\_\_\_\_

**Representation, Covenant and Warranty of Undersigned and Proposer:**

**By signing this proposal, the undersigned makes the following representations and warranties:**

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a trade services contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

**By causing this proposal to be executed by the undersigned and delivered to the City Recorder, the proposer makes the following representations and warranties:**

1. Proposer has read and understands the terms and conditions contained in the RFP, it has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in this RFP if it is selected as the contractor to provide the services requested by this RFP.

**FEE STRUCTURE:**

The Proposer hereby offers to perform the services described in this RFP according to the fee structure and schedules as described herein and attached hereto.

All fees will be charged based on the provisions set forth in the Description of Services included in this RFP as Exhibit "C", which shall become incorporated into the trade services contract issued pursuant to this RFP. The fee structure should include all charges that the proposer will require and all labor and expenses. No expense will be reimbursed for more than its actual cost to the proposer. The proposer must disclose and explain any other fees that may be charged that have not been included in the attached Fee Schedules.

**ADDITIONAL SERVICES/CONTRACT EXTENSION:**

The Proposer understands that the City reserves the right to contract with two companies for towing services if it is in the City's best interest to do so, and Contractor agrees to not interfere with other contractors performing towing services for the City. The Proposer also understands that the City reserves the right to extend the contract for towing services awarded pursuant to this RFP for additional periods of time if it is in the City's best interest.

**Authorized Signature:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

**EXHIBIT “A” – FEE STRUCTURE  
CONTRACT ATTACHMENT NO. 3  
LIGHT DUTY – CLASS “A”**

<b>TYPE OF SERVICE</b>	<b>NON-PREFERENCE</b>	<b>POLICE TOW</b>	<b>PENALTY TOW</b>	<b>CITY TOW</b>
Service Call				
Hook-up (less than 30 minutes)				
Drive-line Removal				
Dollies				
Flatbed Requested or Required (AWD, 4WD, multiple flats, no wheels, lowered, etc)				
Winching per hour (after 1 <sup>st</sup> 30 minutes on scene) billed at ½ hour increments				
Clean-up per hour (after 1 <sup>st</sup> 30 minutes on scene) billed at ½ hour increments				
Stand-by per hour (after 1 <sup>st</sup> 30 minutes on scene) billed at ½ hour increments				
2 <sup>nd</sup> Truck or Operator (Optional) (less than 30 minutes)				
2 <sup>nd</sup> Truck or Operator (Optional) (after 1 <sup>st</sup> 30 minutes) billed at ½ hour increments				
Flares (each)				
Storage (inside)				
Storage (outside)				
Access after 15 days				
After hours access or release				
Re-tow Within 10 miles				
Re-tow – dollies required				
Re-tow – flatbed required				
Re-install Driveline				

**EXHIBIT “A” – FEE STRUCTURE  
CONTRACT ATTACHMENT NO. 3  
OTHER FEES WHICH MAY BE INCURRED**

<b>SERVICE AS DEFINED BY PROPOSER</b>	<b>NON-PREFERENCE</b>	<b>POLICE TOW</b>	<b>PENALTY TOW</b>	<b>CITY TOW</b>
No Key Fee				
Personal Property After 15 Days as Outlined by ORS 819.160				
Cost of Lien Sale After 10 Day Storage				
Labor at Customer Request, i.e. tire, battery, gas				
Fuel Surcharge if Cost Goes Above \$5.00 per gallon				
Mileage: 1 <sup>st</sup> 5 miles free \$_____ per mile over 5 miles				
Special Handling Altered Vehicles, i.e. lowered, raised, stretched				
Vehicle Appraisal When Required				

**RFP EXHIBIT "B"**  
**RFP 2020-03**

**TRADE SERVICES CONTRACT AND STANDARD CONTRACT PROVISIONS**

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between the CITY OF SCAPPOOSE, an Oregon municipal corporation, hereinafter called "CITY", and \_\_\_\_\_, an \_\_\_\_\_, hereinafter called "CONTRACTOR".

**SECTION 1. CONTRACTOR AGREES:**

**1.1 Term.** Beginning April 21, 2020 and continuing thereafter until December 31, 2023, CONTRACTOR shall perform the services required by this contract. CITY may extend the contract for additional periods of time if it is in CITY's best interest to do so.

**1.2 Activities.** The services to be provided under this contract shall be those outlined in the Description of Services, attached hereto as Contract Attachment No. 2 and by this reference incorporated herein.

**1.3 Fees.** For the services provided pursuant to this contract, CONTRACTOR shall charge those fees set forth in Contract Attachment No. 3 and by this reference incorporated herein and as further explained in the Description of Services attached hereto as Contract Attachment No. 2.

**1.4 Expenditures.** Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of state law applicable to this contract.

**1.5 Insurance Requirements.** At all times during the term of this contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of endorsements naming the City as an additional insured, satisfactory to the City, shall be delivered to the City prior to commencement of any work or services provided under this contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this

contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract.

**1.5.1 Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$3 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this contract, failure to do so shall be cause for immediate termination of this Contract by City. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.5.2 Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

**1.6 Books and Records.** CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

**1.6.1 Personnel Records - Driver's History.** Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background search including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall promptly notify City when a new employee provides service under this contract, and provide City with a copy of the new employee's driver's license.

**1.7 Availability- Meetings and Inspections.** CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice. CONTRACTOR agrees to

allow CITY to inspect CONTRACTOR's facility and equipment at any time during the term of this contract.

**1.8 Assignment.** The responsibility for performing CONTRACTOR's services under the terms of this contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

**1.9 Compliance with Law and Standard Contract Provisions.** CONTRACTOR shall comply with all federal, state and local laws, including Scappoose Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions for Trade Service Contracts as outlined in the attached Contract Attachment No. 1. Contractor further agrees to conduct all its affairs in conformance with all federal and state anti-trust and trade regulations and laws, including but not limited to: ORS 646.010 (Anti-Pricing Discrimination), 646.605 et seq (Unlawful Trade Practices), 646.705 et seq (Anti-trust Law) and Title 15 of the United States Code.

**1.10 Health Hazard Notification.** Contractors who are hired to perform work for the City involving the need to control hazardous materials or enter confined spaces will be informed of our programs and the associated hazards that City staff is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.

## **SECTION 2. CITY AGREES:**

**2.1 Fee.** In consideration for the above-described services, CITY agrees to pay CONTRACTOR the fee outlined in Section 1.3 of this contract and as set forth in Contract Attachment No. 3.

**2.2 Terms of Payment.** CONTRACTOR shall submit an invoice to the City by the tenth of each month, and City shall make full payment on such invoice within thirty days of its receipt.

## **SECTION 3. BOTH PARTIES AGREE:**

**3.1 Budget and Work Plan Approval.** All approved invoices and work programs shall be in writing.

**3.2 Independent Contractor.** CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein; however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Manager.

**3.3 Indemnification.** Contractor agrees to indemnify and defend the CITY, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except to

the extent that the liability arises out of the sole negligence of the CITY and its employees. Such indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**3.4 Non-Exclusive Contract:** CONTRACTOR understands and acknowledges that the contract is non-exclusive and CITY reserves the right to enter into a contract for towing services with any person or entity who is capable of meeting the specifications and conditions of this Contract in its entirety. Should CITY exercise such right, CONTRACTOR shall cooperate with such other Contractor(s).

**3.5 Attorney Fees.** If any administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this contract, performance of this contract or failure to perform this contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**3.6 Ownership and Use of Documents.** In whatever form they may be produced or stored, any documents prepared in performance of this contract and any supporting and investigative information that is gathered in the performance of this contract, upon completion of the work, or upon termination of this contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**3.7 Termination.** Notwithstanding any other provision of this contract to the contrary, CITY may terminate this contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination. In addition, the CITY may terminate this contract with cause without prior notice to the CONTRACTOR. If terminated for cause, CONTRACTOR may appeal the termination to the CITY's City Administrator.



**3.8    Notices.** Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

**CITY OF SCAPPOOSE  
City Manager  
33568 E. COLUMBIA AVENUE  
SCAPPOOSE, OR. 97056**

***Contractor's Name and  
Mailing Address***

**3.9    Applicable Laws.** The laws of the State of Oregon shall be used in construing this contract and enforcing the rights and remedies of the parties.

**3.10   Compliance with State and Federal Laws/Rules.** Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A and 279B, the provisions of which are hereby made a part of this agreement.

**3.11   Merger.** There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. Any amendments to this contract shall be in writing and executed by both parties.

**CITY OF SCAPPOOSE**

***(Contractor's Name)***

\_\_\_\_\_  
**Michael Sykes  
City Manager**

\_\_\_\_\_  
***(Name of Person Signing Contract)***

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**Susan M. Reeves, MMC  
City Recorder**

**RFP EXHIBIT “C”  
(CONTRACT ATTACHMENT NO. 2)  
RFP 2020-03**

**DESCRIPTION OF TRADE SERVICES**

**1. DEFINITIONS:**

**TYPES OF TOWS**

- City Tow:** the towing of any City-owned vehicle
- Penalty Tow:** the towing of a vehicle due to violation of law or a court order. This includes, but is not limited to, tows for no insurance, driving while suspended or revoked, driving under the influence of intoxicants and parking violations
- Police Tow:** the towing or storage at the request by the Scappoose Police Department to secure any vehicle involved in a police investigation. This includes recovered stolen vehicles, vehicles impounded for evidence and vehicles impounded for forfeiture proceedings
- Non-Preference Tow:** towing on behalf of any vehicle owner, or person entitled to possession thereof, that is requesting towing services without preference for a particular towing company and at the expense of the owner or person entitled to possession of the vehicle.

**CLASS OF TOWS**

- Class A Tows:** the towing of vehicles having Gross Vehicle Weight Rating (“GVWR”) of under 10,000 pounds (Class A Tow is required)
- Class B Tows:** the towing of vehicles having Gross Vehicle Weight Rating (“GVWR”) of 10,000 pounds – 26,000 pounds (Class B Tow is required)
- Class C Tows:** the towing of vehicles having Gross Vehicle Weight Rating (“GVWR”) of over 26,000 pounds (Class C Tow is required)
- Class D** all weights shall comply with ORS 818.010

## **VEHICLE**

Includes, but is not limited to cars, trucks, vans, motorcycles, recreational vehicles, motor homes or other types of mechanized equipment and related accessories.

2.1 **SERVICES**: The Contractor(s) shall tow, upon City request, any Penalty Tow, Police Tow, City Vehicle Tow or Non Preference Tow.

- 2.1 The Contractor(s) agrees to furnish towing, storage, and other related services as set out below when requested to do so by the City, or when requested to do so by the City on behalf of the vehicle owner or person in possession (sometimes called "Customer") of the vehicle and the City agrees to call or cause the Contractor to be called for such towing services subject to the following scope of services.
- 2.2 The Contractor(s) must have obtained a Letter of Appointment issued by the Oregon State Police for placement on their Non-Preference Towing list. If at any time the Letter of Appointment issued by the Oregon State Police expires, is suspended, revoked, or made invalid for any other reason, the Contractor shall immediately notify the Contract Administrator. This situation may result in contract termination.
- 2.3 Contractor(s) shall perform all tows in a safe and courteous manner and shall not negligently cause damage to the persons or property of others in performance of the contract.
- 2.4 Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background search including a driver history and criminal background check on contractor's officers, agents, and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall promptly notify City when a new employee provides services under this contract and provide City with a copy of the new employee's driver's license.
- 2.5 The City reserves the right to call other towing companies other than Contractor if City, in its sole discretion, determines additional service is needed for any occasion that cannot be served timely by the Contractor. The City reserves the right to inspect Contractor's facility and equipment, and conduct background investigations to include a driver history and a criminal background check on the Contractor's officers, agents and employees at any time during the term of the contract.
- 2.6 Contractor(s) shall not interfere with other Contractors performing towing services.

- 2.7 Contractor(s) may not solicit tows at the scene of an accident. However, anyone may render assistance without charge at the scene of an accident to clear a public street or highway.
- 2.8 Contractor(s) shall provide service 24 hours a day, seven days a week.
- 2.9 Contractor(s) shall not subcontract its work under this Contract, in whole or in part. The only exception is under Class "C" when the Contractor may request assistance but must remain the primary recovery vehicle.
- 2.10 When the Contractor is called to perform services under this contract, the Contractor will indicate whether Contractor is available to perform the tow. Contractor shall be deemed available when:
- 2.10.1 Contractor has a truck and driver free to be immediately sent to the location of the requested tow.
- 2.10.2 Contractor has adequate storage space to accommodate the vehicle.
- 2.11 The Contractor agrees to process and record the status, condition, and disposition of all vehicles towed under the contract and upon demand of the City, shall release said records to the City. Records shall be retained in Contractor's business office for a period of two years.
- 2.12 The Contractor agrees that towing service includes the removal of all dirt, glass, and other debris upon the street attributable to the vehicle being towed or resulting from the tow. That will include all vehicle parts associated with that vehicle.
- 2.13 The contract does not require the Contractor to clean up any hazardous spills or materials. The City will take reasonable steps to notify the Contractor when it knows that there has been a release of hazardous substances at a tow site.
- 2.14 Contractor(s) agrees to notify a Customer within 24 hours of a tow of the status of the vehicle, the location of the vehicle, and the terms under which the Customer can obtain possession of the vehicle – maximum notification of 72 hours per Oregon state requirements. In giving this notice, Contractor(s) shall use the telephone, or if no telephonic communication is possible, the next best alternative means of promptly providing the information.
- 2.15 Contractor must be licensed as necessary in the State of Oregon to perform this contract.

### **3. FACILITIES AND STORAGE**

- 3.1 Contractor shall maintain a fenced storage, secure, alarmed, and monitored indoor storage area, and office facility located within 5 miles of the City limits of Scappoose. The Contractor shall have a fenced storage area, secure and

monitored indoor storage, tow trucks and drivers, manager, full time office employee(s), and office facility, none of which are used by any other towing Contractor or towing company. The Contractor must be on a separate tax lot, have a separate street address, and have separate physical buildings from any other towing contractor or towing company.

- 3.2 Contractor shall maintain a business office open to the public for the release of towed and stored vehicles between 8:00 a.m. and 5:00 p.m., Monday through Friday (City holidays excepted).
- 3.3 Contractor shall maintain a telephone number answered at all times during normal business hours and an answering service for after hours calls.
- 3.4 Contractor shall maintain a facsimile machine capable of receiving at all times.
- 3.5 Contractor shall maintain a clean indoor customer waiting area with seating for at least one person.
- 3.6 Contractor's facilities shall be in conformance with all applicable land use requirements.
- 3.7 The contractor's primary indoor and outdoor storage facility and business office shall be located within 5 miles of the Scappoose city limits. The Contractor may utilize a storage area outside of the city limits in cases of storage area limitations so long as the vehicle is readily accessible to the customer without additional charges. The Contractor shall exercise reasonable care to protect stored vehicles, and the contents thereof from vandalism, theft, or burglary. The Contractor may remove property from a vehicle to a place of safekeeping to protect such property from theft or loss and the Contractor may remove a mechanical part, such as a battery or distributor rotor, from the vehicle if they deem it necessary to prevent the unauthorized removal of the vehicle. In all cases, the Contractor shall make an inventory of the property or parts removed and a copy of such inventory shall be furnished to any persons seeking to redeem the vehicle or property. Removed property shall be returned to the owner/Customer immediately upon request. Any parts removed must be returned and reinstalled at the Contractor's expense at the time the vehicle is redeemed.
- 3.8 For purposes of this Contract, reasonable care means, at a minimum:
  - 3.8.1 Having a fence at least six feet tall with barbed wire along the top edge, free of holes or weak spots which could allow unauthorized entry.
  - 3.8.2 Equipping all gates, doors, and other openings into storage facilities with locks and securing facilities against unauthorized entry during times when the Contractor's personnel are not present at the facility.
  - 3.8.3 When vehicle door keys are available, locking car doors and keeping keys in an areas protected from unauthorized entry; closing open car

windows and sunroofs; using tarps to protect vehicles with broken windows or uncloseable sunroofs. No additional fees shall be charged for these services.

3.8.4 Contractor shall have secure, alarmed, and monitored indoor storage for at least two vehicles with the following requirements:

3.8.4.1 Floored with pavement, concrete, or sealed decking;

3.8.4.2 Fully secured from weather and unauthorized entry;

3.8.4.3 Clearly marked as prohibiting unauthorized entry;

3.8.4.3 Free of dirt, dust, oil spills, animal waste, and loose items such as but not limited to auto parts; and

3.8.4.4 Protected from contamination by foreign substances.

3.9 The outdoor primary storage facilities should be at least 5,000 sq. ft. and shall be capable of accommodating vehicles to be stored as follows:

3.9.1 All storage areas shall be reasonably protected to safeguard vehicles and contents.

3.9.2 All streets and places adjacent to such facilities shall at all times be kept clear of vehicles that are in the custody of the Contractor.

3.9.3 No change of location of the designated storage facilities or use of additional facilities shall be made without written notice to and approval of the City.

3.10 If Contractor's primary storage facilities are filled to capacity, Contractor may remove vehicles held longer than 48 hours, excluding holidays and weekends, to the designated storage facilities of another towing company or secondary storage lot with equivalent storage facilities. Such a re-tow shall not be subject to charge, and notification of the new storage location shall be given within one hour from the time such re-tow is made to any party provided information as to the initial storage location.

3.11 Contractor must have an identification sign in plain view at its business office including the company name, regular business hours, a telephone number for after hours information and, if applicable, that there will be a service charge for releases after regular business hours.

#### **4. RELEASE OF VEHICLES AND CONTENTS – ALL CLASSES**

- 4.1 Once hookup is complete, Contractor may refuse to release any vehicle, except a vehicle owned by the city, in Contractor's possession until Contractor receives payment of all charges from the owner/Customer or other claimant, in accordance with Oregon Law. Contractor shall obtain written authorization for such release from the City except in the case of non-preference tows.
- 4.2 Within the first fifteen days of the tow, the owner of a towed vehicle shall have access to said vehicle, without charge, during normal business hours for the purpose of removal of unattached personal property. Unattached personal property is property within or on a vehicle that is not attached to the vehicle or an actual part of the vehicle. The owner of a towed vehicle may obtain release of the vehicle or its contents during other than normal business hours by making an appointment with Contractor for such release. The Contractor shall be allowed one hour or longer (if mutually agreed) to respond to release a vehicle or its contents during other than normal business hours.
- 4.3 Parties responsible for towing and storage charges shall be:
  - 4.3.1 City shall pay all towing and storage charges for all "City Vehicle Tows." City shall not be liable for inside storage fees unless such storage has been directed by the City.
  - 4.3.2 City shall pay all towing charges and storage charges up to and including the date of authorization for release to the owner of all "Police Tows" except charges for recovered stolen vehicles will be the total responsibility of the owner. The City may pay storage charges, at the contracted rate, where a recovered stolen vehicle is held for evidence processing. The owner shall be responsible for all storage fees accrued after City authorization for release, and those fees shall be at the Contractor's contracted rate.
  - 4.3.3 In a Penalty Tow and Police Tow where a court of law determines that the owner of the vehicle is not responsible for the payment of towing and/or storage charges, the Contractor shall release the vehicle and its contents without charge to the owner and the City will pay one-half the contracted rates to the Contractor. If the vehicle has already been released and the City is ordered to reimburse the owner, the Contractor shall reimburse the City for all charges that exceed one-half the normal City rates.
  - 4.3.4 In all other cases, towing and storage charges, shall be paid as follows:
    - 4.3.4.1 If the vehicle is claimed, regardless of the value of the vehicle, the owner or other claimant shall pay the

Contractor's contracted towing and storage charges prior to release of the vehicle, unless owner has made other arrangements pursuant to law.

4.3.4.2 If the vehicle has not been claimed by the owner within 14 days of being towed, then the contractor shall cause the vehicle to be appraised by a person holding a certificate issued under ORS 819.480. A copy of the appraisal, completed on the Contractor's forms, shall be faxed to the City within 21 days of the tow.

4.3.4.3 If the vehicle is unclaimed, the vehicle itself shall be conveyed to the Contractor, in accordance with applicable state law and City ordinance and in lieu of payment of any compensation for towing or storage service. The contractor shall sell or dispose of an unclaimed vehicle in accordance to the State statutes. Nothing in this article shall prohibit Contractor from seeking financial recovery through the use of collection services once the vehicle comes under Contractor's ownership.

## **5. RATES – ALL CLASSES**

- 5.1 Contractor will only charge the City or the Owner the rates as per the contract, as provided in Exhibit "A" (Contract Attachment No. 3). Contractor will be subject to audits by both the City of Scappoose and designated outside auditors on the pricing applied. If Contractor refuses access to their billing files and or, by audit findings, consistently bill beyond the rates in Exhibit "A" (Contract Attachment No. 3) the Contractor will be removed from the list of approved contractors for towing services for the City of Scappoose.
- 5.2 Class A tow is under 10,000 gross vehicle weight rating (GVWR) of the vehicle being towed; Class B tow is from 10,000 - 26,000 GVWR of the vehicle being towed; Class C tow is over 26,000 GVWR of the vehicle being towed. No additional administrative fees, hidden fees or other fees not listed per the contract may be charged.
- 5.3 The lowest price required by the vehicle size or condition will be charged. For example, if a Class B rated truck is used to tow a vehicle which could be towed by a Class A rated truck, the lower Class A price will be charged. Costs for additional services performed not required by the situation also may not be charged. For example, if dollies are used when not necessary or if indoor storage is provided when not required, then no charge may be made for the use of such equipment.



- 5.4 Recovery - A per hour rate shall be the same as the base rate for the class of vehicle towed. The per-hour rate will be charged in quarter hour intervals after the first hour. Recovery rates are for winching or turning over any vehicle which may be off a normal roadway, requiring the Contractor to use additional vehicles, lengths of cable, air recovery cushions, chokers, shackles, and additional chains other than required in a normal tow procedure. Recovery time ends when the tow is hooked up. When the charge is calculated for recovery, the beginning and the ending times shall be written on the invoice and provided to the party paying the bill. These rates apply if a tow apparatus responds to the scene and hooks onto a vehicle, whether or not the vehicle is towed.
- 5.5 Storage charges are based on any part of a 24-hour calendar day:
- 5.5.1 An after Hours Release Charge may be charged any time an owner requests access to their vehicle after normal business hours.
- 5.5.2 Only billings for towing and storage which are correctly completed with the charges authorized by the contract may be charged by a contractor.
- 5.5.3 Billings will include license number, issuing state, make, model, year, body style, class of tow, and incident number. In the absence of a license plate, the vehicle identification number shall be supplied. Handwriting must be legible. Billings which fail to comply with the contract shall be returned for correction prior to any payment being made.

## **6. DISPATCHING – ALL CLASSES**

- 6.1 Contractors shall be dispatched by Columbia County Communications or via the telephone by a Scappoose Police Department representative(s). Contractors shall maintain a telephone number that will be answered 24 hours a day, 7 days a week.
- 6.2 Each towing request shall include license number, issuing state, make, model, year, body style, color and the location of said vehicle. In the absence of a license plate, the vehicle identification number will be supplied.
- 6.3 Dispatch will not verify "cancellations" or "dry runs" for Contractors. A cancellation or a dry run occurs when a Contractor is cancelled from the tow by the City prior to any actual services being rendered at the scene. Notification of "cancellations" or "dry runs" will only be accepted from the City.

- 6.4 Contractor shall have the Contractor's truck arrive at the requested location within twenty minutes of the receipt of the call at the towing dispatch service. This time limit may be extended by the City where delay is caused by factors outside the control of the Contractor.
- 6.5 Contractor(s) shall maintain a minimum of **one** operable tow truck of a Class A or larger rating. The contractor shall not share these tow trucks with any other towing company or business.
- 6.6 Contractor shall comply with all equipment and inspection requirements of Oregon Administrative Rules 257-050.

## **7. ABANDONED VEHICLES – JUNK TOWS**

- 7.1 Contractor shall tow, upon City request, abandoned/junk vehicles that have been parked or left standing upon any public way for a period in excess of 24 hours without authorization and junk vehicles parked on public or private property without authorization by statute or local ordinance. Junk tows are part of the rotation and as such must be acted on each time required regardless of the fact the previous tow might have been a junk tow.
- 7.2 In the case of an abandoned/junk vehicle, the Contractor may have up to 24 hours to perform the tow. The Contractor shall be responsible for notifying the City as to whether the vehicle was successfully or unsuccessfully towed. An unsuccessful tow would be a situation where the vehicle was removed from the area prior to the arrival of the Contractor. The City reserves the right to request and require the Contractor to respond within 30 minutes to tow vehicles that pose a hazard to the public, are being removed from private property under a warrant, are being removed from private property as a nuisance and other similar situations.
- 7.3 Abandoned/junk vehicles shall be released/disposed of in conformance with ORS 819.210 and 819.215. The City will provide the Contractor with the name and address/s of the registered owner and any known interested parties at the time of the tow. The Contractor shall be responsible for making all notifications listed under ORS 819.215 and shall keep copies of such notices for a period of two years. Upon request by the City, the Contractor shall provide the City copies of such notices.

**8. BILLING PROCEDURES**

- 8.1 Customers shall only be required to pay based on a written invoice and based on the rates of Exhibit "A" (Contract Attachment No. 3) that sets forth all charges and the basis for all charges, as permitted by this contract.
- 8.2 All billing invoices shall be prepared by an employee of contractor with actual authority to prepare invoices. All invoices shall be binding on contractor.
- 8.3 Drivers may not accept any payment from a Customer, unless the driver has prepared a final invoice that includes all charges allowed under this contract.
- 8.4 Drivers shall not solicit or accept any payment from a Customer that is not authorized by this contract and specifically listed on a written invoice.

**RFP EXHIBIT “D”  
RFP NO. 2020-03**

**MINIMUM QUALIFICATIONS**

1. Contractor must be licensed pursuant to state law, registered to do business in the City of Scappoose and been in the business of providing towing services for a minimum of three years.
2. Contractor must not be disqualified by the City or the Department of Administrative Services from bidding on public contracts.
3. Contractor must have the ability to meet all conditions and requirements, and to provide the full description of services, as set forth in “City’s Trade Services Contract and related Standard Contract Conditions” included as Exhibit “B” and in the “Description of Services” included as Exhibit “C” of this RFP.
4. The Contractor must have obtained a letter of appointment issued by the Oregon State Police for placement on their non-preference towing list. If at anytime the letter of appointment issued by the Oregon State Police expires, is suspended, revoked or made invalid for any other reason, the Contractor shall immediately notify the City. Such situation may result termination of the contract.
5. Contractor shall maintain a minimum of one operable tow truck of a Class A or larger rating. The Contractor shall not share these tow trucks with any other towing company or business. Contractor must comply with all equipment and inspection requirements of Oregon Administrative Rules 257-050.
6. Contractor must have an identification sign in plain view at its business office including the company name, regular business hours, a telephone number for after hours information and, if applicable, that there will be a service charge for releases after regular business hours.
7. Contractor shall maintain a business office, indoor and outdoor storage facilities, staffing levels and all equipment as described in this RFP.

**FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS CONSTITUTES A SUBSTANTIAL NON-CONFORMANCE AND WILL PREVENT THE PROPOSAL FROM RECEIVING FURTHER CONSIDERATION.**

**RFP EXHIBIT “E”  
RFP NO. 2020-03**

**EVALUATION CRITERIA**

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as provided in Section 14 of this RFP, the Contract will be awarded to the proposer with the highest overall score.

1. Proposal substantially complies with all RFP requirements. Yes \_\_\_\_ No \_\_\_\_

If no, indicate the manner in which the proposal is non-conforming. Non-conforming proposals will not be considered for award:

---

---

- |    |   |               |
|----|---|---------------|
| 2. | Cost  | 0 - 10 Points |
| 3. | Interview/Understanding of the City's Requirements        | 0 - 20 Points |
| 4. | Meets or Exceeds Minimum Qualifications                   | 0 - 30 Points |
| 5. | References/Experience (including prior work for the City) | 0 - 40 Points |