



SCAPPOOSE
Oregon

**REQUEST FOR PROPOSAL
For
TOWING SERVICES
RFP #2023-09**

**Proposals Due: December 1, 2023 at 4:00 pm
at
Scappoose City Hall
33568 E Columbia Avenue
Scappoose, Oregon 97056**

SECTION 1 – GENERAL INFORMATION

1.1 General

The City of Scappoose is requesting proposals for City-wide vehicle towing services to be contracted on a bi-annual (two year) basis.

Background

The City is currently seeking the provision of City-wide vehicle towing services. For the purpose 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, and other types of mechanized equipment and related accessories, including boats. In responding to this RFP, proposers shall demonstrate that they meet the highest standards prevalent in the vehicle towing services industry or in similar businesses.

1.2 Invitation

the City of Scappoose is requesting sealed proposals from qualified persons to provide City-wide towing services for a period of time beginning January 1, 2024 and continuing thereafter until December 31, 2025. The City reserves the right to award two contracts and extend contracts for an additional two-year period.

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

Proposal and related documents may be obtained via the City’s website at <https://www.scappoose.gov/rfps>.

1.3 Responses to Proposals

All responses to this proposal request must follow the directions stated within this RFP. Adherence to these rules will ensure a fair and objective analysis of the proposals. Proposals should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of content. Proposals shall be submitted electronically as detailed in Section 3.1 below.

1.4 Schedule

Action	Location	Date	Time
Solicitation Advertisement	Business Tribune, Spotlight, City Website	November 6, 2023	N/A
Pre-Proposal Questions Due		November 29, 2023	5:00 PM
Responses to Pre-Proposal Questions Distributed by City		By November 30, 2023	5:00 PM
Proposals Due, Opened and Read Aloud	Scappoose City Hall	December 1, 2023	4:00 PM
Interviews (Optional)	Virtual	Week of Dec. 4, 2023	TBD

Evaluation Committee Recommendation	City of Scappoose	December 7, 2023	3:00 PM
Notice of Intent to Award		December 8, 2023	9:00 AM
City Council Approval of Contract, if necessary	City Council	December 11, 2023	7:00 PM
Challenge Period Expires		December 15, 2023	9:00 AM
Notice of Award		December 18, 2023	3:00 PM
Begin Contract (Desired)		January 1, 2024	8:00 AM

*These dates are approximate and subject to change at the sole discretion of the City.

1.5 Issuing Office

All correspondence and questions pertaining to this RFP, as well as the proposals themselves, should be directed to Charlotte Baker, Contract Administrator, City of Scappoose, 33568 E Columbia Ave, Scappoose, OR, 97056, cbaker@scappoose.gov, 503-543-8404. If necessary, interpretations or clarifications will be made by issuance of addenda to all prospective proposers.

Any addenda issued must be acknowledged by submitting the Mandatory SOQ Form, Attachment A, with the proposal. Only questions answered by formal written addenda are binding. Oral and other interpretations or clarifications will be without legal effect. For clarity's sake, the City shall not accept questions or issue addenda less than 72 hours before the closing of this RFP.

1.6 Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and the time specified in **Section 1.4, Schedule**, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects. Proposals cannot be withdrawn within thirty days (30) after the proposal due date.

1.7 Rejection or Acceptance of Proposals

The City may reject or accept any or all proposals or parts thereof, submitted in response to this RFP. The City expressly reserves the following rights to:

- Disregard any or all irregularities in the proposals.
- Reject any or all of the proposals or portions thereof upon finding it is in the public interest to do so.
- Base award with due regard to the quality of services, experience, compliance with the RFP, and other factors as may be necessary under such circumstances.
- Reject all proposals and re-advertise at the City's sole discretion.
- Cancel the procurement in its entirety, in the City's sole discretion.

1.8 Selection of Towing Service Contractor

An evaluation committee will be appointed to evaluate the proposals received. For the purpose of evaluating proposals, each committee member will evaluate each proposal in accordance with the Evaluation Criteria listed below.

Minimum Qualifications

A successful proposer will hold the following qualifications, at minimum:

- 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.
- Contractor must not be disqualified by the City or the Department of Administrative Services from bidding on public contracts.
- Contractor must have the ability to meet all conditions and requirements, and to provide the full description of services, as set forth in the City's Goods and Services Contract included as Attachment C and in the Scope of Services included as Attachment B of this RFP.
- 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 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 City. Such situation may result termination of the contract.
- 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.
- 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.
- Contractor shall maintain a business office, indoor and outdoor storage facilities, staffing levels and all equipment as described in this RFP.
- Contractor is responsible, as determined in City's sole discretion and in accordance with ORS 27B.110 and OAR 137-047-0640: .
 - (a) Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all contractual responsibilities.
 - (b) Completed previous contracts of a similar nature with a satisfactory record of performance.
 - (c) Has a satisfactory record of integrity.
 - (d) Is legally qualified to contract with the contracting agency.
 - (e) Complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318.
 - (f) Possesses an unexpired certificate that the Oregon Department of Administrative Services issued under ORS 279A.167 if the bidder or proposer employs 50 or more full-time workers and submitted a bid or proposal for a procurement with an estimated contract price that exceeds \$500,000 in response to an advertisement or solicitation from a state contracting agency.
 - (g) Supplied all necessary information in connection with the inquiry concerning responsibility.
 - (h) Was not debarred by the contracting agency under ORS 279B.130

- (i) Owes no liquidated or delinquent debt to the state.

The successful proposer shall be selected by the following process:

- An evaluation committee will be appointed to evaluate submitted written proposals.
- The committee shall evaluate the written proposals based on information submitted according to the evaluation criteria and minimum qualifications.
- A short list of Contractors may be selected for interviews.
- The evaluation committee will make a recommendation to the City Council. The City Council intends to make an appointment, if required, no later than December 11, 2023.

Evaluation Criteria:

- Overall Experience, background, and qualifications.
- Whether or not the proposal substantially complies with all RFP requirements.
- Cost of services.
- Understanding of the City's needs and requirements.
- References.
- Interview (if held; the interview phase is optional at the City's discretion).

Review:

Following the Notice of Intent to Award, proposers not awarded the contract may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee. The limit for requesting additional clarification is two (2) weeks following the Notice of Award.

Protest of Contract Awards:

Protests may be submitted to the City Manager only from those City proposers who would be awarded the contract if their protest was successful.

Protests must be in writing and received by the City Manager within seven (7) calendar days, UNLESS OTHERWISE NOTED, following the issue date of the City's Notice of Intent to Award. The protest must specifically state the reason for the protest and show how its proposal or the winning proposal was miss-scored or show how the selection process deviated from that described in the solicitation document. No contract will be awarded until the protest has been resolved.

Protests must be timely and must include all legal and factual information regarding the protest and a statement of the form of relief requested. Protests received later than specified or from other than the proposer who would receive the contract if the protest was successful will not be considered. The exercise of judgment used by the evaluators in scoring the written proposals and interviews, including the use of outside expertise, is not grounds for appeal.

The City Manager may waive any procedural irregularities that had no material effect on the selection of the proposed proposer, invalidate the proposed award, amend the award selection, request the evaluation committee re-evaluate any proposal or cancel the solicitation and begin again to solicit new proposals. The City Manager shall create a written opinion on the protest and forward that opinion to the City Council for further action. In the event that the City Council returns the matter to the evaluation

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committee, the City shall issue a notice cancelling the Notice of Intent to Award. Decisions of the City Council are final and conclude the administrative appeals process.

1.9 Insurance

If successful, the Contractor shall purchase and maintain insurance of the types and amounts described below. Additionally, Contractor shall furnish acceptable certificates of insurance and additional insurance endorsements to the City within ten (10) days after award, and prior to commencing any contract work.

(1) **Commercial General Liability Insurance**

Commercial General Liability insurance, with coverage limits not less than:

- (a) \$2,000,000.00 per occurrence, bodily injury and property damage; and
- (b) \$3,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

(2) **Business Auto Liability Insurance**

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- (a) Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- (b) Property damage: \$1,000,000.00 per accident.

(3) **Worker's Compensation Insurance**

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- (a) Bodily Injury by Accident: \$1,000,000.00 each accident
- (b) Bodily Injury by Disease \$1,000,000.00 each employee
- (c) Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS
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656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

1.10 Execution of Contract

Any contract stemming from this RFP process will require authorization by City Council. The contract should be signed within a week of Council award of the contract. A copy of the City's standard services contract is included as Attachment C. The final contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents.

1.11 Public Records

Any materials submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Contractor, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information which the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of the RFP, each page containing confidential information should be clearly marked "NOT FOR PUBLIC DISCLOSURE CONFIDENTIAL TRADE SECRETS." The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and any claims arising out of any public record request for such information shall be at the proposer's expense.

1.12 Federal/State/Local Requirements

The selected proposer shall comply with all Federal, State and local laws, regulations, executive orders and ordinances applicable to the work under this contract. In addition, the proposers agree to comply with:

- Title VI of the Civil Rights Act of 1964;
- Section V of the Rehabilitation Act of 1973;
- The Americans with Disabilities Act of 1990 and ORS 659.425;
- All regulations and administrative rules established pursuant to the foregoing laws and;
- All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations

Proposer is subject to the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires the provision of Worker's Compensation coverage for all employees working under this contract. The City's programs, services, employment opportunities and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, disability or political affiliation.

1.13 Payment

The City will pay Contractor for services performed based on the approved rates, the scope of work completed and anticipated reimbursement expenses. The City will make monthly payments within thirty (30) calendar days following receipt of properly itemized invoices.

Payment for extra work not described in the scope of services will only be made when authorized in advance and in writing by the City's Project Manager prior to such work being performed.

1.14 Incurred Costs

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

SECTION 2 – SCOPE OF WORK

2.1 Scope of Work

The Contractor shall provide adequate personnel and resources to accomplish their responsibility as the City's towing contractor.

Services

The Contractor shall tow, upon City request, any Penalty Tow, Police Tow, City Vehicle Tow or Non-Preference Tow. Further detail on the Scope of Services requested from Contractor will be provided below, as Attachment B.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 Proposal Submittal

Sealed proposals will be received by the City of Scappoose until December 1, 2023, at 4:00 PM local time. Proposals will not be received after such date and time. Proposals shall be submitted electronically and in paper form.

Electronic submittals shall be sent in pdf format to cbaker@scappoose.gov with the subject line: "Proposal for RFP 2023-09".

Paper submittals shall be in the form of seven printed copies of the RFP and accompanying documents to the address listed below.

City of Scappoose
33568 E. Columbia Ave.
Scappoose, OR 97056

Envelopes must be clearly marked as follows:
Attn: Charlotte Baker, Contract Administrator
RE: Proposal to RFP 2023-09, Towing Services

In the event that electronic proposals are too large to email, a file transfer protocol (FTP) or similar file sharing service shared to the two emails listed will above, or a USB Drive mailed, or hand delivered, to the physical address above will suffice. All proposals must be received by the date and time listed above to be considered responsive.

To receive consideration, submit proposals in accordance with the following instructions. Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

The City recognizes that in the submittal of proposals, certain information may be proprietary to the proposer and that the safeguarding of such information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portions of its proposal that are proprietary. See Section 1.11, Public Records.

All requested forms and attachments must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

3.2 Proposal Format

Electronic and paper copies of the proposal shall be submitted as described in 3.1. Respondent's proposal should include the following items in the following sequence and any additional information you deem relevant:

- Cover Page and basic information including the RFP the proposal is responding to, name of firm or responder, and a contact person or contact information for the proposal.
- Provide a description of the professional experience and qualifications that qualify the proposer to provide towing services to the City, including:
 - A statement of the proposers understanding of the services to be performed.
 - Qualifications and experience the proposer has with performing towing and vehicle storage services.
 - Background on the proposer. This should include a history of the proposer and types of services they are qualified to perform and experienced in performing.
- Describe proposers' capability and availability to provide services to the City
- Names and phone numbers for references. Please list at least three, preferably local government agencies that the proposer has worked with in the last five years. Include:
 - Name, address, and contact information for the organization.
 - Name, address, and contact information for the primary point of contact the proposer worked with at the organization.
 - A general description of services provided to the organization.
- Completed fee schedule (Attachment D)
- Provide any other information or comments, which you believe are relevant and will assist the City in making its selection.
- Mandatory SOQ Form (Attachment A) must be completed and included in proposer's submittal for proposer to be considered a responsive bidder.



SCAPPOOSE
Oregon

RFP #2023-09
City Towing Services
Statement of Qualifications (SOQ)

Legal Business Name: _____

Form and State of Incorporation: _____

Registered dba, if applicable: _____

Main Office Address: _____

Telephone Number: _____

Email Address: _____

Federal and State Tax Identification Numbers: _____

Resident Bidder per ORS 279A.120 (Y / N): _____

Proposer acknowledges that ADDENDA NUMBERED _____ THROUGH _____ have been reviewed as part of this RFP (if applicable).

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

1. Proposer has read and understands the terms and conditions contained in the RFP, had the opportunity to protest any term or condition that it found 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 Construction Contractor's Board (CCB) or the Oregon Department of Administrative Services (DAS) as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in the RFP if it is selected for award.
5. The undersigned is the duly authorized representative of proposer for all purposes relative to the submission of this SOQ.
6. Proposer has examined and accepts the contract terms in the attached sample contract.
7. Proposer hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.
8. Proposer agrees that its proposal is valid for sixty (60) days after the submission deadline.

Authorized Signature: _____

Printed Name and Title: _____

Date: _____

ATTACHMENT B
SCOPE OF 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, including boats.

2. 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.
- 2.11 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.
- 2.16 Contractor will perform services within 24 hours of being called to perform services if Contractor is available.

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 Exhibit 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 Exhibit 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 Exhibit 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.

ATTACHMENT C

CITY OF SCAPPOOSE

GOODS AND SERVICES CONTRACT

For TOWING SERVICES

This Contract is by and between the City of Scappoose ("City") and _____ ("Contractor").

1. Term

Unless terminated sooner under the provisions of this Contract, the term of this Contract shall be from January 1, 2024, to December 31, 2025.

2. Scope of Services

The duties and responsibilities of the Contractor (hereinafter referred to as the "Services"), including a schedule of performance, shall be as described in **Exhibit A**, which is attached hereto and incorporated herein by reference. Any changes to the Agreement, including the Scope of Work in Exhibit A shall be in writing, signed by both parties, and shall be attached to and become a part of this Agreement.

3. Payments

City of Scappoose shall pay the Contractor, upon the submission of invoices, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted. City of Scappoose shall pay the Contractor within thirty (30) days of the receipt of a properly completed and submitted invoice. The Contractor may submit no more than one invoice per month.

Notwithstanding any other additional requirements of this Contract, invoices shall contain the contract number, the date(s) supplies were delivered or services were furnished; a detailed description of the supplies or services furnished, and a price breakdown showing contract prices and units. All invoices shall be submitted to City of Scappoose's Finance Department and Public Works Department as follows:

Kathleen Head

Finance Department

Email: khead@scappoose.gov

Phone: 503.543.7146 ext. 223

Fax: 503.543.5679

Address: 33568 E Columbia Ave

Scappoose, OR 97056

Steven Lougal

Police Chief

Email: slougal@scappoose.gov

Phone: 503.543.7146 ext. 300

Fax: N/A

Address: 33568 E Columbia Ave

Scappoose, OR 97056

Failure to strictly comply with this provision may result in a delay in payment.

4. Type of Contract and Compensation

This is a requirements contract for the goods and services specified. The quantities of goods and services specified are estimates only and are not purchased by this Contract. City of Scappoose is not obligated to purchase goods of the type covered by this Contract exclusively from Contractor. Except as this Contract may otherwise provide, quantity variance between "estimated" and actual orders placed shall not constitute the basis for an equitable price adjustment.

Contract compensation shall not exceed \$_____.

5. Insurance

During the term of this Contract, Contractor shall purchase and maintain any insurance required by this Contract. Contractor shall furnish acceptable certificates of insurance and additional insured endorsements to City of Scappoose within ten (10) days after award of this contract, and prior to commencement of any contract work.

Contractor shall be responsible for the payment of all premiums and deductibles and shall indemnify City of Scappoose for any liability or damages that City of Scappoose may incur due to Contractor's failure to purchase or maintain any required insurance.

Contractor shall maintain insurance of the types and in the amounts described below. Contractor shall have the right to provide a self-insured retention for these coverages in an amount not-to-exceed \$2,000,000.00.

1. Commercial General Liability Insurance

Commercial General Liability insurance, with coverage limits not less than:

- i. \$2,000,000.00 per occurrence, bodily injury and property damage; and
- ii. \$3,000,000.00 general aggregate, bodily injury and property damage.

Such coverage will be equivalent to or better than the Insurance Service Office (ISO) standard coverages, conditions, and extensions, and shall not contain limitations or exclusions for Blanket Contractual, Broad Form Property Damage, Personal Injury, Premises-Operations, Products and-Completed Operations, Independent Contractors, Fire Legal Liability, and Explosion, Collapse, and Underground (XCU).

2. Business Auto Liability Insurance

Automobile bodily injury and property damage liability insurance covering all motor vehicles, whether owned, non-owned, leased, or hired, with not less than the following limits:

- i. Bodily injury: \$1,000,000.00 per person; \$1,000,000.00 per accident; and
- ii. Property damage: \$1,000,000.00 per accident.

3. Worker's Compensation Insurance

Oregon statutory workers' compensation and employer's liability coverage, including broad form all states protection, if applicable, voluntary compensation and Federal endorsement. Employer's liability coverage shall have the following limits:

- i. Bodily Injury by Accident: \$1,000,000.00 each accident
- ii. Bodily Injury by Disease \$1,000,000.00 each employee
- iii. Bodily Injury by Disease: \$1,000,000.00 policy limit

Contractors who are non-subject workers meeting one of the exceptions in ORS

656.027 may not be required to carry workers compensation insurance. Any Contractor requesting an exemption from the workers compensation coverage listed above must make that request in writing, stating the Contractor's qualification for exemption under ORS 656.027.

Failure of City to demand certificates of insurance, additional insured endorsements or other evidence of full compliance with these insurance requirements or failure of City to

identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The insurance required under this Paragraph shall:

- (1) Include (as evidenced by endorsement) City and its directors, officers, representative, agents, and employees as additional insureds with respect to work or operations connected with the contract (excluding Professional Liability and Worker's Compensation policies);
- (2) Require Contractor to give City not less than thirty (30) days written notice prior to termination, cancellation, or non-renewal of coverage;
- (3) Insurance policies shall be purchased only from insurance companies that meet City A.M. Best Rating criteria of "A-" or better (excluding SAIF) and are authorized to do insurance business in Oregon;
- (4) Contractor will cause its underwriters of insurance policies to waive their rights of subrogation arising from the work performed under this Contract.
- (5) Contractor's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.

4. Indemnification

- A. To the fullest extent permitted by law, Contractor agrees to fully indemnify, hold harmless, and defend City, its elected officials, officers, employees, and agents from and against all claims, demands, losses, suits, damages, losses, attorney fees, and costs of every kind and description and expenses incidental to the investigation and defense thereof, resulting from, based upon or arising out of, or incidental, or in any way connected with any act, omission, fault or negligence in whole or in part of Contractor, its agents, contractors, sub-contractors, or employees in the performance or nonperformance of Contractor's obligations under this Contract.

The obligations of Contractor under this provision will not in any way be affected or limited by the absence in any case of insurance coverage or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting this Contract. In no way shall the Contractor limit its liability under this Contract.

- B. This indemnity shall survive the termination of this Contract or final payment hereunder. This indemnity is in addition to any other rights or remedies which City and the other parties to be indemnified may have under the law or under this Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may in its sole discretion reserve, retain or apply any monies due to the Contractor under the contract for the purpose of resolving such claims; provided, however, that City may release such funds if the Contractor provides City with adequate assurance of the protection of City's interests. City shall be the sole judge of whether such assurances are adequate.

5. Termination for Convenience

City may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in City's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. City of Scappoose will not be responsible for payment for any work performed after the time of termination. After termination, the Contractor shall promptly submit to City its termination claim for payment. If the Contractor has any property in its possession belonging to City, the Contractor will account for the same, and return it to City in the manner that City directs.

6. Termination for Default

- A. City may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension; (ii) Make progress, so as to endanger performance of this contract; or (iii) Perform any of the other provisions of this contract.
- B. City's right to terminate this contract under subdivision (A) of this clause may only be exercised if the Contractor does not cure such failure within 10 calendar days (or more if authorized in writing by the Contract Administrator) after receipt of the notice from the Administrator specifying the failure.
- C. If City terminates this contract in whole or in part under the default provisions, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to City for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- D. Contractor shall be paid the contract price only for completed supplies or services delivered and accepted. If it is later determined by City that Contractor

had an excusable reason for not performing, such as a strike, fire, flood, or other event that is not the fault of, or is beyond the control of, Contractor, City may allow Contractor to continue work, or may treat the termination as a termination for convenience.

- E. The rights and remedies of City in this Article are in addition to any other rights and remedies provided by law or under this Contract.

7. Applicable Law and Jurisdiction

This Contract shall be governed by Oregon law, without resort to any jurisdiction's conflicts of law principles, rules or doctrines. Any suit or action arising from this Contract shall be commenced and prosecuted in the courts of Columbia County, Oregon or the

U.S. District Court for the District of Oregon, in Portland, Oregon, as applicable. The parties agree to submit to the jurisdiction and venue of these courts.

8. Waiver and Nonwaiver

- A. A waiver by one party of a right to a remedy for breach of this Contract by the other party shall not be deemed to waive the right to a remedy for a subsequent breach by the other party. City's acceptance of goods or services, or payment under this Contract, shall not preclude City from recovering against Contractor or Contractor's surety for damages due to Contractor's failure to comply with this Contract.
- B. Both parties having had the opportunity to consult an attorney regarding the provisions of this Contract, the parties agree to waive the principle of contract interpretation that an ambiguity will be construed against the party that drafted the ambiguous provision.

9. Mediation

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Scappoose, or St. Helens, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

10. Severability/Survivability

If any of the provisions contained in this Contract are held by a court of law or arbitrator to be illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired, and the parties shall negotiate an equitable adjustment of this Contract so that the purposes of this Contract are affected. All provisions concerning indemnity survive the termination or expiration of this Contract for any cause.

11. Intellectual Property

Contractor shall hold harmless, defend and indemnify City, its directors, officers, employees and agents from any loss of any kind, based on a claim that the work performed, or products provided hereunder, including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by City as the result of the claim, including attorney fees and expert witness fees.

12. Inspection of Services

City has the right to inspect and test all supplies/services called for under the contract, to the extent practicable, at all times and places during the term of the contract. City shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the supplies or services do not conform with contract requirements, City may require the Contractor to replace the supplies or perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in supplies or services cannot be corrected by re-performance, City of Scappoose may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the supplies/services performed.

If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, City may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by City or (2) terminate the contract for default.

13. Title and Risk of Loss

If this Contract is for the supply of goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to goods shall pass to City upon City's payment for those goods. If this Contract is for the rental or lease of Contractor's goods, the Contractor shall bear

the risk of loss to Contractor's goods. Contractor agrees to carry insurance to cover any such losses. Title to the Contractor's goods shall remain with Contractor while goods are in City's possession. If this Contract is for the repair or servicing of City of Scappoose owned goods, Contractor shall bear the risk of loss until the goods have been delivered to the site designated by City and an authorized City employee or agent has taken possession of them. Title to City owned goods shall remain with City while goods are in Contractor's possession. Contractor agrees to carry insurance to cover any losses/damages to City's goods while in Contractor's possession.

14. Acceptance, Rejection, and Revocation of Acceptance

If this Contract is for the supply of goods or equipment, then City shall be deemed to have accepted goods only after the goods have been delivered by Contractor, and City has had a reasonable opportunity after delivery to inspect the goods. Prior to acceptance, City may reject any goods that fail to conform to the requirements of this Contract. City may revoke its acceptance of goods that fail to conform to this Contract if the failure to conform was not reasonably discoverable by ordinary pre-acceptance inspection or evaluation. Acceptance may be revoked under this Paragraph even if City has started using the goods before discovering that they do not conform to the contract. Upon request by City, Contractor shall replace or repair to City's satisfaction any goods that have been rejected by City or the acceptance of which has been revoked by City under this Paragraph. Failure to replace or repair those goods within a reasonable time after City's request shall be a material breach of this Contract.

15. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this Contract in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of City, to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Contract until the expiration of three (3) years after final payment under this Contract.
- B. Contractor further agrees to include in all of its subcontracts under this Contract a provision to the effect that the subcontractor agrees that City, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor.
- C. The periods of access and examination described in subparagraphs A and B of this Section for records that relate to (1) disputes between City and Contractor, (2) litigation or settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized

representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

16. Project Managers

The Contractor's designated Project Manager shall be the Contractor's representative for the administration of the contract documents and the supervision of the work. In all matters relating to the performance of the work and payment therefore, and in all situations involving actual, recommended or, proposed changes, City shall accept commitments and instructions of the Contractor only from the Project Manager or a duly authorized representative of the Project Manager so designated in writing

City's Project Manager for this Contract is: **Steven Lougal** at (503) 543-3114 or **slougal@scappoose.gov**

Contractor's Project Manager for this Contract is: **(name)** at **<phone>** or **<email address>**

17. Notices and Communications

All notices and other communications concerning this Contract shall be written in English and shall bear the contract number assigned by City. Notices and other communications may be delivered personally, by telegram, facsimile, or by regular, certified or registered mail.

A notice to City will be effective only if it is delivered to that person designated in writing in either a) the Notice of Award of this Contract, b) the Notice to Proceed under this Contract, or c) to another individual specifically designated by this Contract. A notice to the Contractor shall be effective if it is delivered to the individual who signed this Contract on behalf of Contractor at the address shown with that signature, to a corporate officer if Contractor is a corporation, to a general partner if Contractor is a partnership, or to another individual designated in writing by the Contractor in the contract or in a written notice to City.

18. Contractor's Status and General Responsibilities

Contractor is an independent Contractor for all purposes and is entitled to no compensation from City other than that provided by this Contract. Contractor shall inform City of Contractor's Federal Internal Revenue Service Employer Identification Number, or, if Contractor is an individual with no employer identification number, Contractor's Social Security Number. The Contractor and its officers, employees, and agents are not officers, employees or agents of City as those terms are used in ORS 30.265. The Contractor, its employees or officers shall not hold

themselves out either explicitly or implicitly as officers, employees or agents of City for any purpose whatsoever, nor are they authorized to do so.

Contractor shall provide and pay for all labor, materials, equipment, utilities, and other goods or services necessary for full contract performance unless this Contract specifically provides otherwise. Contractor shall supervise and direct contract performance using its best skill, and shall be responsible for selecting the means of contract performance. If, during or after the term of this Contract, Contractor learns of any actual or potential defect in the services provided under this Contract, of any problem associated with the results of contract performance, or of any nonconformance with a provision of this Contract or of Federal, state, or local law, Contractor shall inform City immediately in writing with a full description of the defect, problem, or nonconformance.

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 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 City. Such situation may result termination of the contract.

19. Assignment and Sub-contracting

Contractor shall not assign any of its rights or subcontract any of its responsibilities under this Contract without the prior written consent of City. Contractor shall include in each subcontract any provisions necessary to make all of the provisions of this Contract fully effective. Contractor shall provide all necessary plans, specifications, and instructions to its suppliers and subcontractors to enable them to properly perform their work.

20. Prompt Payment

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from City. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City.

21. Liens Prohibited

Contractor shall not permit any lien or claim to be filed or prosecuted against City, its property or its right-of-way on account of any labor or material furnished or any other reason for work arising

out of this Contract. If any lien shall be filed, Contractor shall satisfy and discharge or cause such lien to be satisfied and discharged immediately at Contractor's sole expense.

22. Nondiscrimination

During the term of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, sexual orientation, disability or national origin.

23. Hours of Labor – Goods and Services

Pursuant to ORS 279B.020, ORS 279B.235, and ORS 279C.520 the Contractor shall pay employees for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

24. Warranty

Notwithstanding any express warranties provided elsewhere in this contract, the implied warranties of merchantability and of fitness for a particular purpose shall not be deemed to be excluded or modified, and contractor may not exclude or modify them. Contractor warrants that all goods provided under this contract are new, of high quality, and free from defects in design or manufacture. Goods provided under this contract shall be covered by any additional warranty customarily provided by Contractor or by the manufacturer of the goods.

25. Compliance with Laws and Regulations

Contractor shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract. The Contractor shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279B.220, 279B.225, 279B.230, 279B.235, 279C.505, 279C.510, 279C.515, 279C.520, and 279C.530, which are hereby incorporated by reference.

Contractor acknowledges that the Oregon Government Standards and Practices laws ("Ethics Laws"), as set forth in ORS 244.010 et seq. are applicable to contractors when performing certain work on behalf of City under contract and that the individual employees and agents of Contractor may be treated as public officials under ORS 244.020 (14). Contractor agrees to determine whether and under what circumstances it or its agents are subject to the Ethics Laws, as referenced herein and incorporated by reference, and shall comply and ensure compliance by those subject to Contractor's control when performing work under this Contract.

26. Prohibited Interests

No City Council member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned) shall have any direct or indirect interest in this contract or its proceeds during, or within one year after, that person's tenure with City, except to the extent such interest is permitted and disclosed as may be required under applicable law and City policy.

No City Council member, officer, employee, or agent (or any member of the immediate family or the partner of any of the aforementioned) shall solicit or accept, and Contractor shall not offer or give to any City Council member, officer, employee or agent (or any member of the immediate family or the partner of any of the aforementioned), any gratuities, favors, or anything of monetary value, in connection with the administration of this Contract, except to the extent permitted by applicable law and City policy.

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

29. Safety

Notwithstanding any safety provisions elsewhere in this contract, and in addition to Contractor's own safety procedures, Contractor shall implement and enforce all safety requirements that are standard in the industry and/or that are required by City's Safety Department.

30. Time of Essence

Time is of the essence in this contract. Contractor's failure to deliver goods/services on time shall be a material breach of this contract. If Contractor fails to deliver goods/services on time, City, at its discretion, may procure those goods/services from another source. If the price paid by City for goods/services procured from another source under this Paragraph is higher than the price under this contract, Contractor shall pay City the difference between those prices. City may deduct that difference from any amount City owes Contractor.

31. Paragraph Headings and Other Titles

The parties agree that paragraph headings and other titles used in this Contract are for convenience only and are not to be used to interpret this Contract.

32. Integration, Modification, and Administrative Changes

This Contract includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. This Contract may be modified in writing by a

modification that has been signed by individuals authorized to bind each of the parties contractually. City reserves the right to make administrative changes to the contract unilaterally. An administrative change means a written contract change that does not affect the substantive rights of the parties.

33. Authority

The representatives signing on behalf of the parties certify that they are duly authorized by the party for whom they sign to make this Contract.

34. Certificate of Oregon Tax Law Compliance

By signature hereto, both parties agree to this Contract as written. Contractor affirms, under penalty of perjury as provided in ORS 305.385(6), that to the best of its knowledge it is not in violation of any Oregon Tax Laws set forth at ORS Chapters 118, 314, 316-18, 321 and 323 and the elderly rental assistance program under ORS 310.630-310.706; under ORS 320.005-320.150; under ORS 403.200–403.250 and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

35. Registration in SAM.gov

Contractor shall register in the System for Award Management (SAM), which is the primary registrant database for the U.S. Federal Government and shall update the information at least annually after the initial registration and maintain its status in the SAM through the Term of this Agreement. Information regarding the process to register in the SAM can be obtained at SAM.gov.

<PROVIDER NAME>

CITY OF SCAPPOOSE

By:

By:_____

(signature)

(signature)

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Federal Employer ID Number

EXHIBIT D
FEE SCHEDULE
LIGHT DUTY – CLASS “A”

TYPE OF SERVICE	NON-PREFERENCE	POLICE TOW	PENALTY TOW	CITY TOW
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 st 30 minutes on scene) billed at ½ hour increments				
Clean-up per hour (after 1 st 30 minutes on scene) billed at ½ hour increments)				
Stand-by per hour (after 1 st 30 minutes on scene) billed at ½ hour increments				
2 nd Truck or Operator (Optional) (less than 30 minutes)				
2 nd Truck or Operator (Optional) (after 1 st 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				
Removal of Inoperable RVs and Motor Homes				
Removal of Boats				

OTHER FEES WHICH MAY BE INCURRED

SERVICE AS DEFINED BY PROPOSER	NON-PREFERENCE	POLICE TOW	PENALTY TOW	CITY TOW
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 st 5 miles free \$_____ per mile over 5 miles				
Special Handling Altered Vehicles, i.e. lowered, raised, stretched				
Vehicle Appraisal When Required				