

CITY OF PORT ORCHARD

INVITATION TO BID

Port Orchard Police Department Towing Services

The City of Port Orchard (City) is soliciting, for the Police Department, qualified offerors interested and able to provide towing services for City-owned and privately-owned vehicles. Bids must be marked as “City of Port Orchard, RE: Port Orchard Police Department Towing Services,” and submitted to the City at mbrown@portorchardwa.gov, or to 546 Bay Street, Port Orchard, WA 98366, no later than **4:30 p.m. on May 28, 2024**. Bids may be submitted via email and are deemed received based on the time recorded on the recipient’s system. Information related to this ITB, including any addenda, will be posted to the City’s website at <https://portorchardwa.gov/bids-and-bids/>. Any questions regarding this project should be directed to *Chief Matt Brown*, (360) 876-1700 or mbrown@portorchardwa.gov.

Purpose/Background:

The City of Port Orchard requires the services of one or more privately-owned towing companies to provide the public and the city’s police department with prompt, safe, reliable, and responsive vehicle towing and storage services. The city’s needs are best met by establishing a rotational program that allows the city or its service provider(s) to dispatch one or more of the towing contractors on a rotational basis among towing service providers under service agreements with the city.

Project Description:

This invitation to bid is for the provision of towing and all related services, including dispatch services, twenty-four (24) hours per day, seven (7) days per week, for City-owned and privately-owned vehicles. The City will maintain a roster of selected vendors upon execution of an Agreement for these services. The complete scope of work for the provision of towing and all related services is provided in the sample contract.

Contract Term:

Contractor will be required to sign a contract identified in this solicitation. No alterations of the contract will be permitted without prior written approval of the City. Terms and conditions will be within the scope of this solicitation and will not affect the proposal evaluations.

ITB Schedule: *(Dates are estimates and subject to change by the City)*

Event	Date
ITB Release	<i>May 14, 2024</i>
Bids Due	<i>May 28, 2024</i>
Contract Award/Execution	Estimated by end of June 2024

Submittal

The consulting firm’s Proposal shall be limited to 10 pages, double sided excluding resumes, cover sheet and cover letter. Submittals shall include a completed and signed Non-Collusion Declaration form.

Submittals should include the following information:

- *A cover letter/statement of interest demonstrating the Contractor's interest in the project and highlighting its qualifications to meet the City's needs;*
- *Contractor's name, email address, phone and fax numbers;*
- *Name of Principal-in-Charge and Primary Point of Contact;*
- *A statement of the Contractor's qualifications, to include the Contractor's demonstrated ability to meet or exceed all minimum standards as required by City of Port Orchard Municipal Code 5.97 – Tow Companies.*
- *Description of the most recent projects performed by the Contractor that included a similar scope of work.*

Please submit a copy of your Proposal to: City of Port Orchard, **RE: *Port Orchard Police Department Towing Services***, 546 Bay Street, Port Orchard, WA 98366, no later than 4:30 p.m. on May 28, 2024. Submittals will not be accepted after that time and date.

Evaluation Criteria

Contract will be awarded to offerors who meet the minimum qualifications as described in this request and all attachments, including the contract, all applicable state laws, and Port Orchard Municipal Code Chapter 5.97.

Exceptions

If Vendor takes exception to or proposes a deviation from any term or condition set forth in this ITB and/or the Sample Contract (including Insurance Requirements), said exceptions or deviations must be clearly identified on the Bid Form under "Exceptions." Such exceptions or deviations shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception or deviation. The City is under no obligation to accept such proposed exceptions or changes and may reject a Vendor's proposal based on proposed exceptions or changes unacceptable to the City.

General Terms and Conditions

The City reserves the right to accept or reject any or all bids and to contract with multiple parties, to waive all minor technicalities, and to accept the bid or bid determined to be the most advantageous to the City. Additionally, the City may accept a bid subject to an exception if, in the sole judgement of the City, the bid meets or exceeds the City's specifications.

The City of Port Orchard reserves the right to amend the terms of this ITB, to circulate various addenda, or to withdraw the ITB at any time, regardless of how much time and effort consultants have spent on their responses. This Project is contingent upon the acquisition of a funding package, and as such, the City reserves the right to cancel this Project and any associated contracts depending on the quality of said funding package, solely at the City's discretion.

All questions shall be submitted to *Matt Brown*, (360) 876-1700 or mbrown@portorchardwa.gov. Unauthorized contact regarding this ITB with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

This ITB does not obligate the City to pay any costs incurred by Contractors in the preparation and submission of their Bids. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

Americans with Disabilities Act (ADA) Information

The City of Port Orchard in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Chief Brown.

Title VI Statement

The City of Port Orchard in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.”

Public Records Request

This ITB and all public records associated with bids submitted in response to this ITB shall be available from the City for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the Consultant are needed for the City to respond to a request under the Act, as determined by the City, the Consultant agrees to make them promptly available to the City.

NON-COLLUSION DECLARATION

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

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

By: _____

(Authorized Signature)

Title: _____

City of Port Orchard
Agreement for Towing Services
 This Agreement is between the City of Port Orchard and the Registered Tow Truck Operator (RTTO) identified below.

**TOWING OPERATOR
 INFORMATION**

Entity/Corporation Name	Registered Trade Name or Doing Business As (OBA)
Official Address or Physical Location	Billing Address (if different from location address)
Official Contact Name	Official Contact Telephone
Official Contact Fax	Official Contact E-mail Address

**CITY OF PORT ORCHARD
 CONTACT INFORMATION**

City Contact Name	City Contact Phone ()
Address	Phone Number
E-mail Address	Fax Number ()

Agreement Start Date	Agreement Specific Information Agreement End Date	Agreement Amount <i>See Special Terms and Conditions for Tow Rate</i>
-----------------------------	--	--

This Agreement, including the attached Terms and Conditions and any other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Agreement and have the authority to enter into this Agreement.

CITY OF PORT ORCHARD By: _____ Mayor Robert Putaansuu Date: _____	Tow Truck Operator By: _____ Printed Name: _____ Date: _____
--	---

City of Port Orchard – Towing Services Agreement – Special Terms and Conditions

1. Definitions.

- a. "Agreement" means this Agreement for Towing Services, including all documents attached or incorporated by reference, and any amendments executed in accordance with this LOA or Agreement.
- b. "RTTO" or "tow operator" means the Registered Tow Truck Operator authorized to render towing service as provided in Chapter 46.55 of the Revised Code of Washington (RCW) and Titles 204 and 308 of the Washington Administrative Code (WAC) under this Agreement. For the purposes of this Agreement, the tow operator shall not be considered an employee or agent of the City.
- c. "Rotator" means any approved vehicle that has a rotating boom.
- d. "City" means the City of Port Orchard, its officers, directors, trustees, employees and/or agents. For the purposes of this Agreement the City shall not be considered an employee or agent of the tow operator.

2. Towing Service Authorization

- a. The Registered Tow Truck Operator (RTTO) is authorized to render towing service as provided in Chapter 46.55 of the Revised Code of Washington (RCW) within the City of Port Orchard.
- b. This Agreement or Letter of Appointment (LOA) is valid for the above-named tow operator and business location only. It is valid until the Agreement End Date or until cancelled, superseded, suspended, or revoked as set forth herein.
- c. The above-named tow operator shall be always licensed by the Washington State Department of Licensing (DOL) as a registered tow truck operator (RTTO) during the period of this Agreement. The Agreement shall immediately terminate should the RTTO license be suspended, revoked, or terminated by DOL.
- d. All towing and storage services shall be performed in accordance with the provisions of Chapter 46.55 RCW, Chapter 204-91A WAC, and Chapter 308-61 WAC, as currently enacted or as may be subsequently amended. This Agreement may be revised if there are major changes in economic conditions as set out under paragraph 3, "Future Fee Increase/Decrease" of this Agreement.

3. Fees or Tow Rate Cap

- a. This Agreement contains rules and regulations the tow operator agrees to comply with in order to serve as a tow operator for the City of Port Orchard. Compliance with all of the terms and conditions of the agreement is mandatory for companies signing this Agreement. An owner/operator of the tow operator by signing this Agreement is not acting as an agent for the City when performing services under this agreement. The tow operator agrees to provide towing services to members of the City and other motorists, when requested.
- b. The tow operator shall ensure tow truck drivers responding to calls initiated by the City are qualified, competent, trained and proficient in the use of the tow truck used and its related equipment, including but not limited to, the procedures necessary for safe towing and

- recovery of the various types of vehicles serviced.
- c. A tow operator who charges the general public (private citizens) rates lower than those identified in this agreement for the following services shall charge the same lower rate for similar services performed as a result of City originated calls and authorized impounds:
 - i. Roadside mechanical service, fuel transfers, tire, belt changes, etc.
 - ii. Disabled vehicles tow/transportation.
 - iii. Storage.
 - iv. After hours release fees.
 - d. Rates shall not exceed (but may be less than) the schedule listed on the Washington State Patrol website: <https://www.wsp.wa.gov/driver/commercial-vehicle-driver/tow-wrecking/>, which is incorporated herein by this reference.
 - i. **Storage Rate:** Storage rates will be established annually on the WSP website and shall follow the guidelines set forth in WAC 204-91A-140.
 - ii. **Hourly Labor/ After Hour Release:** Extra employee or driver hourly rate will be based on one-half the current class A truck rate. Must have supporting documentation showing continuous employment.
 - iii. **Casual Labor:** Charges based on cost (must have supporting documentation), plus 25 percent mark-up.
 - iv. **Auxiliary Equipment:** Charges based upon the actual cost of equipment (must have supporting receipt), plus 20 percent mark-up.
 - v. **Handling and Disposing of Hazardous Materials:** Charges based upon cost of handling and disposing (must have supporting documentation) plus 20 percent mark-up.
 - vi. **Extra Equipment/Manpower:** Only the registered or legal owner of a vehicle or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, can authorize extra labor or equipment as outlined in WAC 204-91A-140.
 - vii. **Rotator:** The cost of using a rotator, other than the S-1 will be its class rate plus 40 percent. Rotator rates shall only apply if the services are specifically requested by the legal or registered owner of the vehicle, or the officer in charge of the scene at the time of dispatch, or if after being dispatched to the scene, the tow operator, legal or registered owner of the vehicle, and/or the officer in charge of the scene agree to the cost and benefits of the use of the rotator and the rotator is actually used in the recovery.
 - viii. **Application of Rate Maximums:** These rate maximums shall apply whether the services are provided as a result of "primary" (initial) or "secondary" tows as defined in WAC 204-91A-030.
 - ix. **Removal Liability:** According to RCW 46.52.020(2)(b), "A law enforcement officer or representative of the department of transportation may cause a motor vehicle, cargo, or debris to be moved from the roadway; and neither the department of transportation representative, nor anyone acting under the direction of the officer or the department of transportation representative is liable for damage to the motor vehicle, cargo, or debris caused by reasonable efforts of removal."

4. Future Fee Increase/Decrease and Other Fees

- a. The Seattle-Tacoma-Bremerton area Consumer Price Index for all Urban Consumers (CPI-

U) - Transportation expenditure category will be utilized for future increases/decreases in truck and storage rates. Said increases/ decreases will be to the nearest whole dollar and shall be made automatically on October 15 of each year, unless either party demands to meet and confer about price increases/decreases. The annual review and increase/decrease will be based on the unadjusted CPI-U Transportation from June of the current year.

5. Tow List

- a. The City will call tow operators as needed, and only tow operators who have a current/valid Agreement or LOA will be called by the City, except for emergency situations, or when a motorist requests for another tow operator/company. The applicant agrees, as a condition of inclusion on the tow list, to comply with the terms and conditions of this Agreement. Furthermore, the applicant agrees that failure by any employee of the towing company to comply with these terms and conditions shall be cause for written warning, suspension, revocation or termination of the Agreement. Alleged violations of this Agreement, RCWs and/or WACs will be investigated by the City and may be cause for cancellation or suspension of the Agreement.

6. Termination, Cancellation, or Suspension of Agreement

- a. This Agreement may be canceled by:
 - i. Either the tow operator or the City, without cause, by providing written notice 30 days in advance; OR
 - ii. The City, immediately upon any breach by the tow operator or upon receiving written notice from DOL the operators RTTO license has been suspended, cancelled, or revoked by DOL.
- b. This Agreement may be suspended, cancelled or revoked by the City, for confirmed criminal activity, or any violation of requirements contained in the applicable RCWs or WACs.
- c. Nothing herein shall be deemed to prohibit the City from immediately suspending a tow operator for conduct constituting a violation of this Agreement or any statute or rule, where the City determines there is a danger to the public health, safety or welfare that requires immediate action.

7. Record Keeping

- a. The Contractor shall keep the records in an orderly manner to assure easy access and reference to the records and shall make all the records available for inspection, audit, and copying by the City at all times between 8 a.m. and 5 p.m., Monday through Friday, except Legal holidays listed 1.24 of the City of Port Orchard Standard Terms and Conditions. The records shall, at all times, be physically located in Kitsap County, Washington.
- b. The Contractor shall maintain such data and records in an accessible location for a period of three years after the term of the contract.

8. Notification to Owners. The Contractor must notify the registered and legal owner(s) of the vehicle

of the impoundment in the manner prescribed herein and as provided by RCW 46.55.110, except for out-of-state license holders, in which event the required vehicle owner notification shall be made within 24 hours of the time the Contractor receives the registration information from the City or Kitsap 911.

9. Receipt. The Contractor shall prepare a receipt using uniform, sequentially numbered forms approved or designated by the City, for every impounded vehicle that leaves the Contractor's custody and control. The receipt shall be prepared at the time the vehicle leaves the Contractor's custody and control and shall state legibly the contact information for Contractor for retrieval.

10. Storage Facilities.

- a. All duly appointed tow truck operators used by the City of Port Orchard Police Department shall have the facilities to accommodate all vehicles impounded hereunder and to protect such vehicles. An attendant shall be on duty or readily available for duty in such storage area twenty-four (24) hours a day. All streets and public places adjacent to the storage area shall be kept clear of any vehicles impounded or stored by the tow truck operator at all times.
- b. All storage facilities shall be kept surfaced, graded, drained, lighted, and free of obstacles and hazards in a manner satisfactory to the City of Port Orchard at all times so that persons redeeming impounded vehicles have safe and convenient access to the vehicles. The tow truck operator shall provide adequate security at its storage facility to prevent loss or damage to impounded vehicles or their contents. All such storage facilities shall be screened and fenced in accordance with local zoning code at all times, gates will be securely locked at all times when an attendant is not on duty on the premises, and all vehicles will be locked, if possible. The tow truck operator shall further keep all such storage facilities in compliance with the local city building and zoning codes at all times.
- c. All tow truck operators shall provide at its storage facility adequate shelter for motorcycles, open convertibles, or other vehicles open and exposed to inclement weather, and will store such vehicles under the shelter when reasonably necessary to protect such vehicles.
- d. All tow truck operators shall provide at its storage facility sufficient floor space for inside storage for all vehicles that the City of Port Orchard Police Department has ordered to be held for investigative, evidentiary, or other purposes.
- e. Vehicles upon which police holds have been placed may be released to the registered owner only, after the tow truck operator has received written authority for such release from the City of Port Orchard Police Department. Once these vehicles are released, written confirmation of the release will be forwarded to the Port Orchard Police Department.
- f. All tow truck operators shall provide written notification of release of vehicles impounded at the direction of the Port Orchard Police Department.

11. Agreement Alterations and Amendments. The City and the tow operator may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the City and the tow operator.

12. Compliance with Civil Rights Laws. During the period of performance for this Agreement, both

parties shall comply with all federal and state nondiscrimination laws.

13. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Kitsap County, State of Washington.

14. Indemnification. The tow operator shall indemnify and hold harmless the City from all claims, costs, damages, or expenses arising out of the negligence of the tow operator.

15. Insurance. During the term of this Agreement, Contractor shall maintain on file with, and have approved by the City's Risk Management Division, evidence of insurance satisfying the following requirements:

a. Minimum Coverages and Limits, and Limits of Liability:

i. Garage Liability insurance or other equivalent coverages for the Contractor's scope of work under this Agreement, including:

<u>Coverage</u>	<u>Minimum Limit of Liability</u>
Products/Completed/Operations)	\$1,000,000 each occurrence CSL BI and PD
Personal/Advertising Injury	\$1,000,000 each offense
Garage Keepers	\$150,000 each vehicle/\$500,000 each occurrence
On-Hook/Cargo	\$150,000 each occurrence
Auto Liability*	\$1,000,000 each occurrence CSL BI and PD

16. Order of Precedence. In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule the inconsistency shall be resolved by giving precedence in the following order to:

- a. Applicable federal and state law, regulations and rules;
- b. Any other provision of this Agreement; and
- c. Any document incorporated by reference.

17. Personnel. City employees performing work under the terms of this Agreement shall be under the direct command and control of the Chief of Police for the City or designee and shall perform duties required under this Agreement in a manner consistent with City policy and regulations, and applicable federal, state and local laws. The assignment of City personnel under this Agreement shall be at the discretion of the Chief of Police for the City or designee.

18. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this

Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

19. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.