



CITY OF ASTORIA

REQUEST FOR PROPOSALS ON-CALL TOWING SERVICES

Due: August 5th, 2020

The City of Astoria is seeking proposals from qualified companies for on-call towing services.

SCOPE OF SERVICES

The City of Astoria is seeking proposals for a new tow service contract. Enclosed is a draft agreement (Appendix A) that contains the specifications required by the City. The final agreement will be substantially unchanged from the enclosed draft and will be a three-year contract.

SCHEDULE

Written proposals must be received in a sealed envelope with the words, "Proposal for Tow Service Contract" clearly marked on the outside of the envelope and must be received up to the hour of **2:00 pm, local time, on August 5, 2020**. Deliver to Eric Halverson, Deputy Chief of Police, 555 30th St., Astoria, Oregon 97103. Any proposal received after that time will not be considered.

PROPOSAL REQUIREMENTS

The Proposal shall include, as a minimum, the following in order:

1. A one page cover letter and transmittal containing the name, address, tax filing name and number of the corporation or business structure submitting the proposal. Also submit contact information for the person authorized to represent the proposer.
2. Written information concerning:
 - Tow provider's experience and references
 - Equipment availability

- Proximity and response times
- Storage and disposal capability
- Proposed Pricing

The proposal shall address all items outlined in this request, and shall not exceed ten (10) printed pages, excluding the front and back covers, appendices, attachments, etc. Each proposal is limited to 8.5 x 11 inches of single-spaced text with 1-inch margins and minimum 12-pt font size. Proposal pages may be double-sided, but not exceed the printed page limitation (a double-sided printed sheet is equivalent to two printed pages). The Proposer should be environmentally conscious in using paper, bindings and ink.

REVIEW OF PROPOSALS

Proposals will be reviewed by a Proposal Review Board comprised of Police Department Command Staff personnel. Price alone will not be the single determination of the proposal selected. The Board will review the proposals received with regard to the following criteria:

- Tow provider's experience and references
- Equipment availability
- Proximity and response times
- Storage and disposal capability
- Proposed Pricing

For your convenience you may use the attached sheet to list your proposed charges, and then provide the other items of the evaluation criteria in a form you select.

The Contractor's proposal will become the scope of work basis for a standard City Tow Service Contract (Appendix A – Tow Service Contract).

DELIVERY OF PROPOSALS

Deliver one copy of the proposal by **2:00 p.m., local time, on Wednesday, August 5th, 2020 to:**

Eric Halverson
Deputy Chief of Police
City of Astoria
555 30th Street
Astoria, OR 97103

Please address questions to Eric Halverson, Deputy Chief of Police, at (503) 298-2541 or by email at ehalverson@astoria.or.us.

Any proposals received after the specified time will not be considered. Electronic submittals will not be accepted. Proposers responding to this RFP do so solely at their

expense, and the City is not responsible for any proposer's expenses associated with responding to this RFP.

The City reserves the right to cancel this request in whole or in part at any time, or otherwise reject any and all submissions for reasons deemed by the City that such an action would be in the City's best interest.

APPEALS

Proposers may appeal only deviations from laws, rules, regulations, or procedures. Disagreement with the scoring by evaluators may not be appealed. The following procedure applies to Proposers who wish to appeal a disqualification of proposal or award of contract:

All appeals must be in writing and physically received by the City of Astoria no later than 2:00 p.m. on the seventh (7th) calendar day after the postmarked Notice of Award or Notice of Disqualification.

Address appeals to: **APPEAL OF AWARD**
City of Astoria
Attn: Geoff Spalding
Chief of Police
Phone: (503) 298-2540
Fax: (503) 325-4897

Appeals must specify the grounds for the appeal including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for appeal. Appeals not filed within the time specified above, or which fail to cite the specific law, rule, regulation, or procedure upon which the appeal is based shall be dismissed.

Appendix A: Tow Service Contract

TOW SERVICE CONTRACT

This Contract is entered into on the _____ day of _____, 2020__, between the CITY OF ASTORIA, a municipal corporation, hereinafter referred to as "CITY" and _____, hereinafter referred to as "COMPANY".

W I T N E S S E T H :

WHEREAS, the City by and through its authorized agents, causes certain motor vehicles, vehicles and trailers to be towed and impounded.

WHEREAS, Chapter 6 of the Astoria Code and Oregon Law provide for the towing, impounding, storage and sale of motor vehicles including motor homes, recreational vehicles and trailers under certain conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual conditions and stipulations herein contained, it is hereby agreed as follows:

DEFINITIONS:

Vehicle – "Vehicle" means any device in, upon or by which any person or property is or may be transported or drawn upon a public highway and includes vehicles that are propelled or powered by any means. "Vehicle" does not include a manufactured structure (ORS 801.590)

Recreational Vehicle - "Recreational vehicle" means a vehicle with or without motive power that is designed for use as temporary living quarters and as further defined by rule by the Director of Transportation (ORS 174.101 (3)).

Motor Home - "Motor home" means a motor vehicle that: (1) Is reconstructed, permanently altered or originally designed to provide facilities for human habitation; or (2) Has a structure permanently attached to it that would be a camper if the structure was not permanently attached to the motor vehicle (ORS 801.350)

Trailer – "Trailer" means every vehicle without motive power designed to be drawn by another vehicle. Trailer includes, but is not limited to, the following types of trailers: (1) Balance trailers, (2) Bus trailers, (3) Commercial bus trailers, (4) Farm trailers, (5) Pole trailers, (6) Semitrailers, (7) Travel trailers, (8) Truck trailers, (9) Self-supporting trailers, (10) Special use trailers (ORS 801.560).

- (1) The City by and through its authorized agents shall notify Company that a motor vehicle, vehicle, or trailer being particularly described and located, is to be towed to a storage area designated by the City. A guaranteed maximum response time not to exceed thirty (30) minutes, unless otherwise directed by the City, shall be required. Upon the declaration of an emergency by the Chief of Police or his designee, the City requires a guaranteed maximum response time of fifteen (15) minutes from the time of notification until arrival at the scene.

- (2) Company agrees that vehicles towed upon the request of the City to the Company's impoundment facility shall be available for redemption by the vehicle owner on a twenty-four (24) hour basis, seven (7) days a week and upon payment of all charges against said vehicle. Company agrees that upon request for redemption by the vehicle owner, an agent of the Company shall arrive at the impound location within thirty (30) minutes from the time of notification.
- (3) City and Company will cooperate with the Astoria Police Department and comply with all provisions of the Astoria City Code and Oregon Revised Statutes as now written or hereinafter amended, relating to tows, notice, hearing, storage, appraisal, redemption, liens and foreclosure of liens.
- (4) Lien Processing.
 - (a) Company will advise the Astoria Police Department of its current lien procedures and Company will provide a copy of the current lien notification letter used for vehicles towed under this Tow Service Contract and a description of the timing and steps taken to assert and foreclose a possessory lien.
 - (b) Company will adhere strictly to the statutory requirements set forth in the Oregon Revised Statutes for lien foreclosure, disposition of vehicle contents, and collections.
 - (c) Unclaimed or unredeemed vehicles will be appraised in accordance with the requirements of ORS Ch. 819, by a licensed vehicle appraiser.
 - (d) Company may comply with the procedure of ORS 819.215 as to vehicles appraised at a value of \$500 or less.
 - (e) At the expiration of the redemption period as prescribed by Oregon State Law, Company may assert or process any valid liens on all unclaimed or unredeemed vehicles.
 - (f) Proceeds of Foreclosure Sale. When any vehicle is sold under ORS 819.210, the proceeds of the sale, after deducting the costs of sale and the costs of tow, storage and preservation, shall be transmitted to the City Finance Director for deposit in the General Fund.
 - (g) Company agrees to abide by Astoria City Ordinances related to the towing of vehicles as now existing and as may be amended.
- (5) Towing services generally will be confined to the city limits of the City of Astoria, however, should the Company go beyond the city limits at the request of the City, the usual fees charged by the Company for such service will prevail.
- (6) Company shall be entitled to a flat fee as hereafter set forth, whether or not such vehicle is an abandoned vehicle or one involved in a driving or traffic violation. Such flat fee shall be as follows:

- (a) (Amount to be determined by selected proposal) for each tow ordered between the inclusive hours of 6:01a.m. to 6:00 p.m., and (amount to be determined by selected proposal) for each tow ordered between the inclusive hours 6:01 p.m. to 6:00 a.m. Vehicles, which are impounded because such vehicles are determined to have been abandoned, or seized by lawful police action, will be stored by the Company at a cost not to exceed (amount to be determined by selected proposal) dollars daily. The Company agrees to accept responsibility for collecting the tow service and storage costs for impounded vehicles; neither the City nor the Police Department shall be liable for payment of costs for abandoned vehicles or vehicles seized by lawful police action.
 - (b) Company agrees that when a vehicle is impounded or a hold is placed on the vehicle by the police department, the vehicle will not be released until the police department removes any hold.
 - (c) Upon request of the Company, with regard to unusual circumstances which could require significant additional services, e.g., time and/or equipment, an additional charge may be allowed upon approval by the Chief of Police. Such request must be made by the Company within twenty-four (24) hours of the time of the tow or the next regular business day.
- (7) Police vehicles and other vehicles weighing up to 8,000 pounds owned by the City will be towed at a (amount to be determined by selected proposal) flat rate. Vehicles weighing 8,001 or more pounds will be towed at a (amount to be determined by selected proposal) flat rate.
- (8) Requests by the CITY to tow recreational vehicles (including motor homes) will be subject to the following special conditions:
- a) Company shall possess the appropriate equipment to facilitate the towing of a recreational vehicle,
 - b) The recreation vehicle will be towed and stored at the Company's storage lot. If space does not permit, the recreation vehicle may be towed and stored at the CITY's Public Works facility located at 550 30th St. Astoria. Notification to the CITY is required in advance of storage at the CITY location.
 - c) The CITY will cause to have the waste tanks disposed of at the CITY's expense.
 - d) COMPANY will start the lien process as described in section (4).
 - e) At the conclusion of the Lien process, COMPANY may sell the recreational vehicle or process for scrap value. The proceeds of the sale or scrapping process will be used to offset the original towing fee and other costs incurred by the COMPANY. If the COMPANY does not fully recover their costs, they may submit an invoice to the CITY for the difference.
- (9) Company shall comply with the requirements of ORS Ch. 825 and the Administrative Division 40, and file with the City proof that insurance requirements have been met, maintain a current and valid tow recovery plate and obtain other permits and licenses required by law or regulation for the towing of vehicles, and comply with all provisions of OAR Division 154.

- (9) Company agrees that all persons operating a tow vehicle for the City shall be required to maintain a current and valid Oregon motor vehicle operator license and any other applicable licenses and permits required by law or regulation for the towing of vehicles.
- (10) Indemnification. Company shall hold harmless, defend and indemnify the City and its officers, agents, and employees, against all claims and suits (including all attorneys' fees and costs) arising from the Company's work or of any person or company acting on behalf of Company under this Tow Contract.
- (11) Insurance. Prior to starting work hereunder, Company, at Company's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:
- (a) Commercial General Liability. Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include company, subcompanies and anyone directly or indirectly employed by either.
 - (b) Automobile Liability. Company shall obtain, at company's expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).
 - (c) Garage Keepers Insurance. Company shall maintain primary fire and theft insurance (garagekeepers insurance) to protect stored vehicles.
 - (d) Cargo Insurance. Company shall maintain primary cargo insurance.
 - (e) In no case will the policy deductible exceed \$2,500.00 per event.
 - (f) The Company shall provide an endorsement for all vehicles used in performing services under this Tow Contract, for all insurance described in this section.
 - (g) Each tow truck used for Tow Contract tows must carry an insurance identification card with the VIN of the truck at all times.
 - (h) Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured with respect to COMPANY'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, COMPANY shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

- (i) Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from COMPANY or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

- (12) Vehicles impounded by the Police Department as evidence and City-owned vehicles will be stored at the City storage area. Access to the City storage area shall be made available to the Company by the Police Department. The Company shall leave a copy of their invoice, giving particulars about the tow, including the date, time and charges, location and license number or other vehicle identification with the Police Department.

- (13) Company's services shall be provided under the general supervision of Police Department, but company shall be an independent consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under Sections 6 and 7 of this Contract. Company represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the company, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

- (14) The duration of this Contract shall be for the period beginning August 1, 2020 and ending June 30, 2022. Company agrees that it shall perform its duties in accordance with the provisions of this Contract, and all work will be conducted in a proper and workmanship-like manner throughout the term of the agreement. Company understands that failure to perform its duties in accordance with the provisions of this Contract or in a proper manner shall be cause for the City to immediately cancel this Contract without regard for notice. Failure to comply with any of the terms of this Contract relative to the specifications shall be grounds for immediate termination of the agreement.

- (15) Company hereby acknowledges that the service shall be available on a twenty-four (24) hour basis, seven (7) days weekly, throughout the entire period of the contract. The contract is considered a twenty-four (24) daily on-call service.

- (16) Company agrees to secure and maintain a current and valid City of Astoria Occupational Tax Receipt.

- (17) Company may not assign or subcontract any interest in this Contract without having first secured the written consent of the City.

- (18) Remedies. Violations of the terms of this contract are subject to the following financial remedies. Such remedies will be invoiced by the City to the Company.
 - (a) Late tow response or failure to be available for a tow call. \$75
 - (b) Late arrival to release a vehicle \$50

- (c) Release of vehicle without police release \$75 plus payment of uncollected release fee.
 - (d) Release of vehicle with a hold \$150.
 - (e) Failure to clean up at accident scene. \$100
- (19) In the event legal action is instituted to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal, in addition to all other sums provided by law. The prevailing party shall be entitled to damages based on the actual and projected costs incurred as a result of the failure of the other party to fulfill the terms of this Contract.
- (20) City is subject to public contracting law in the State of Oregon. Therefore, the parties hereby incorporate by reference the required contract provisions of ORS 279B.220, .230 and.235.
- (21) It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

CITY OF ASTORIA

COMPANY

By: _____

By: _____

Bruce Jones Mayor

XXX, Owner

By: _____

Brett Estes, City Manager

APPROVED AS TO FORM:

Blair Henningsgaard, City Attorney

FEE SCHEDULE FOR TOW SERVICES

For Period July 2020 through June 30, 2023

Company: _____

Basic Rate (call-out or towing minimum)

Daytime (6:01 am to 6:00 pm) \$ _____

Nighttime (6:01 pm to 6:00 am) \$ _____

Hourly rate:

Daytime (6:01 am to 6:00 pm) \$ _____

Nighttime (6:01 pm to 6:00 am) \$ _____

Mileage:

One-way \$ _____

Two-way \$ _____

Standby time (hourly) \$ _____

Storage fees (daily charge):

Inside storage \$ _____

Outside storage \$ _____

Additional equipment/employee costs:

Dolly (flat rate) \$ _____

Flares (cost each) \$ _____

Additional tow truck \$ _____

Second employee (hourly rate) \$ _____

RV Towing to Astoria City Shops \$ _____

Other miscellaneous charges (list):

_____ \$ _____

_____ \$ _____

_____ \$ _____

Completed by: _____

(Signature of Company Owner/Agent)