

	KITSAP COUNTY Request for Proposal NO. 2023-034	Purchasing Department 619 Division St., 4 th Floor Port Orchard, WA 98366
	SCOPE OF WORK	

SECTION 1. SERVICES REQUESTS

The selected Contractor will provide towing and all related services, including dispatch services, 24 hours per day, 7 days per week, for Kitsap County owned and privately-owned vehicles as more specifically described in this Scope of Work (collectively “Services”).

SECTION 2. DEFINITIONS

The following definitions will be used in this solicitation and resulting Contract.

- 2.1 Abandoned vehicle has the meaning identified in RCW 46.55.010.
- 2.2 Addenda means written instructions issued by the Purchasing Program Supervisor prior to the offer due date and time which modify or interpret the solicitation documents by additions, deletions, clarifications, and/or corrections.
- 2.2 Contract means this agreement to provide the goods and services that are the subject of this solicitation. The Contract will be comprised of the solicitation documents, which include the instructions, scope of work, specifications, any County clarifications and addenda, Contractor’s proposal as accepted by the County, the agreement signed by the parties, and all appendices, attachments, amendments and exhibits referenced herein and therein.
- 2.4 Contractor means the person or entity awarded a contract resulting from this solicitation.
- 2.5 County means Kitsap County, Washington.
- 2.6 County Representative means a person or persons authorized to act on behalf of Kitsap County.
- 2.7 County Tow means a request from a County Representative to tow a vehicle to County property and/or to provide other ancillary Services.
- 2.8 Exception means the offeror’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the solicitation.
- 2.9 Impound means a removal at the direction of a County Representative, but at the expense of the private owner, whether the owner is present at the time of removal or not.
- 2.10 Offeror means the entity who submits a proposal in response to the solicitation.
- 2.11 Personnel means Contractor and Contractor’s employees, subcontractors, volunteers,

interns, agents, and any other person utilized by Contractor directly or indirectly or through third parties to provide any Services under the Contract.

- 2.11 Private Tow means a request to tow a non-County vehicle, and/or other ancillary Services, at the expense of a third party.
- 2.12 Proposal or offer means all documentation and information submitted by the offeror in response to this solicitation.
- 2.13 Registered Tow Truck Operator means any person who engages in the impounding, transporting, or storage of unauthorized vehicles or the disposal of abandoned vehicles as defined by RCW 46.55.010.
- 2.14 Response Time is defined as the time lapse between the time of dispatch by Kitsap 911 or request by the County and the arrival at the scene by the tow truck.
- 2.15 RFP or solicitation mean this entire solicitation packet without limitation, the instructions, scope of work, specifications, all addendums, exhibits, and attachments.
- 2.16 Services means towing and all related services, including dispatch services, 24 hours per day, 7 days per week, for Kitsap County owned and privately owned vehicle as described in this Scope of Work.
- 2.17 Sheriff means the Sheriff of the Kitsap County Sheriff's Office or designee.
- 2.18 Storage Facilities means any business and vehicle storage location used by Contractor and its Subcontractors to provide any Services under the Contract.
- 2.19 Subcontractor means any contract, express or implied, between Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or Service for the performance of the Contract.
- 2.20 Traffic Supervisor means a supervisor in the Kitsap County Sheriff's Office Traffic Unit.
- 2.21 Vehicle means all instrumentalities capable of movement by means of circular wheels, skids or runners of any kind, specifically including but not limited to all forms of automotive vehicles, motorcycles, buses, trucks, cars and vans, boats and trailers, all forms of trailers or mobile homes of any size whether capable of supplying their own motive power or not, without regard to whether the primary purpose of which instrumentality is or is not the conveyance of persons or objects, and specifically, including all such automobiles, motorcycles, buses, trucks, cars, vans, boats, trailers and mobile homes even though they may be at any time immobilized in any way and for any period of time.
- 2.22 Work or Services means all work to be performed, services to be provided, and equipment to be furnished as identified in the solicitation.

2.23 WSP means the Washington State Patrol.

For purposes of this solicitation the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition.

SECTION 3. GENERAL REQUIREMENTS

COMPLY: Yes No

3.1 Compliance Acknowledgment. Due to the critical nature of each provision in the scope of work, the offeror must indicate whether they understand and agree to comply with all contract provisions.

3.2 Startup. Contractor shall have the capability to commence services on a date agreed upon by the parties.

SECTION 4. VEHICLE TOWING, REMOVAL

COMPLY: Yes No

4.1 All Services will be provided in compliance with the provisions of Title 46 Revised Code of Washington and Titles 204 and 308 of the Washington Administrative Code. Contractor should be aware that the Services will be used on an "as needed" basis. The County does not guarantee that a minimum number of tows will occur during the Contract term.

4.2 Contractor shall provide towing and emergency roadside Services and a central dispatch office staffed 24 hours per day, 7 days per week. Contractor shall be available to promptly respond to calls for Services 24/7. Contractor shall maintain two-way communication equipment and service between Contractor's dispatch office and each tow truck used to impound vehicles.

4.3 Contractor shall provide removal, towing, secure storage services, release and/or disposal (if applicable) of vehicles and equipment in various locations throughout the County that are disabled, wrecked, abandoned, stolen, unlawfully parked (traffic hazards), junked, parked in violation of the law, present a traffic hazard, required due to driver's arrest or for evidentiary purposes or as otherwise directed by a County Representative.

4.4 County vehicles shall be towed directly to a County storage facility unless otherwise directed by the County Representative.

4.5 For private tows, the vehicle should be towed to the location directed by the owner of the vehicle or the driver of the vehicle, with the rates charged as provided in Attachment C (Cost Proposal Form) pursuant to the terms of the Contract.

4.6 Contractor shall have a sufficient number of tow trucks of adequate size and sufficient capacity to tow light, medium, and heavy-duty vehicles together with appropriate licensed, trained and qualified personnel to respond to requests for Service within the 30-minute of receipt of the request. Capacity includes the ability to properly tow motorcycles.

4.7 Contractor is responsible for obtaining all information necessary, at time of dispatch, to

properly determine the appropriate equipment that should be sent to the response site to affect the requested tow.

- 4.8 Contractor shall provide a list of all equipment available to provide Services to the County under the Contract. Contractor shall further identify if the equipment is owned by Contractor or its subcontractors.
- 4.9 Contractor shall perform all Services in accordance with automotive manufacturer's specifications and acceptable industry standards to avoid potential damage. Contractor shall defend, indemnify, and hold the County harmless for any damages sustained during hook-up and/or transporting of vehicles caused by improper towing techniques.
- 4.10 Contractor shall meet with the County on a periodic basis to ensure clear communications regarding tow issues.

SECTION 5. RESPONSE TIME, RATES, DAMAGES

COMPLY: Yes No

- 5.1 Contractor shall provide the sufficient reliable permitted equipment and Services to meet the Contract requirements and the volume and type of calls at the contracted rates. In no event shall the Contract rates exceed the WSP rate schedule. Rate increases may be modified by Local Transportation Index on an annual basis in conjunction with WSP rates.
- 5.2 An impound or tow request is "received" when Contractor's Services are requested by a County Represented or Kitsap 911. Contractor must immediately dispatch a tow truck to the specified location and arrive on scene within 30-minutes or less from receipt of the impound/tow request. Contractor is expected to make reasonable efforts to arrive at the location within the required time frame subject to safety concerns.
- 5.3 The County tow fee shall include all Services required to place the vehicle in a position to be safely and properly towed from the location of the impound to the County's storage facility. The Services provided to private owners are additionally subject to WSP Tow rates and restrictions.
- 5.4 Rate Cap Agreements now in effect or hereafter amended, including but not limited to the maximum fee, which may be less than but, shall be no higher than Tow Rate Cap set by the WSP for the applicable region. The applicable rate shall be the rate in effect at the time the County or private owner authorized the impound. The impound fee shall apply to "Impounds" and "Private Tows".
- 5.5 Additional tow trucks required at a single scene will be the rate quoted for the Class.
- 5.6 Private Storage Fees shall be quoted as a flat rate for each 24-hour increment after the initial 24 hours of storage included in the impound fee. The Services provided to private owners may not exceed the WSP Tow Rate Cap Agreement as now in effect or hereafter amended including, but not limited to, the maximum fee, which shall be no higher than the Tow Rate Cap set forth by the WSP for the applicable regions. The applicable rate shall be

the rate in effect at the time the County or private owner authorized the impound. The storage fee shall apply to "Impounds" and "private tows".

- 5.7 For Private Tows and Impounds, Contractor may charge a response fee of not more than 50 percent (50%) of the impound fee in the event that a person arrives on scene and properly claims the vehicle after Contractor has attached a hook to the vehicle and lifted its wheels off the ground, but before the tow truck has left the impound location with the impounded vehicle in tow. The response fee applied to private owners is subject to the WSP Tow Rate Cap Agreement now in effect and as amended, including without limitation, the maximum fee, which may be lower than the Town Rate cap, but shall not be higher than the Tow Rate Cap is set forth by the WSP for the applicable region. The applicable rate shall be the rate in effect at the County or the private owner authorized the impound.
- 5.8 Failure to respond on scene without the proper equipment will be considered a failure to respond within the 30-minute required time frame. No violation of this provision will be found if the failure to bring the equipment was due to insufficient information available to the County Representative or Kitsap 911, or if Contractor is able to get the equipment on scene within the initial 30-minutes.
- 5.9 Contractor acknowledges that Contractor's failure to comply with the 30-minute response requirement above will result in injury to the County, and because it will be difficult to estimate the extent of such injury, in the event that Contractor establishes a pattern of failing to timely respond, the County and Contractor hereby agree that the County shall deduct from the monthly payment due to Contractor, as liquidated damages, the sum of fifty dollars (\$50.00) for each time Contractor fails to perform within the time periods specified above.
- 5.10 The County and Contractor hereby agree that the liquidated damages stated above reasonably represents both parties' best estimate of the damage resulting from the injury for failure to comply within the 30-minute response requirement and is not a penalty. For purposes of this section, a pattern is established by Contractor or any of its Personnel failing to respond within 30 minutes on more than three (3) occasions within any 30-day period.

SECTION 6. SITE CLEAN-UP

COMPLY: Yes No

- 6.1 Contractor, when called to an accident scene by the County or private party, shall be responsible for promptly and thoroughly cleaning the accident scene (including street, sidewalk, or parking strip) of all glass, metal, vehicle parts, automotive fluids, spent absorbent, and debris resulting from an accident or collision without extra charge as promptly as is practicable, unless otherwise directed by a County representative.
- 6.2 Contractor shall carry absorbent at all times. Contractor will spread absorbent and/or other materials appropriate to contain and clean the site and prevent further pollution.

- 6.3 Contractor shall dispose of trash, debris and spent absorbent in a safe and sanitary manner in compliance with applicable law and regulations.
- 6.4 Contractor shall not begin site cleanup unless and until authorized by the primary law enforcement officer on scene.
- 6.5 Contractor shall not depart from the scene unless and until they receive prior approval from the primary law enforcement officer on scene and all clean-up has been conducted in a manner sufficient to ensure proper roadway safety.
- 6.6 All cleanup and disposal shall be performed in compliance with all applicable laws, rules and regulations.

SECTION 7. SUBCONTRACTORS

COMPLY: Yes No

- 7.1 Contractor may be allowed to partner or Subcontract with other contractors to perform these services with the prior written consent of the Sheriff.
- 7.2 Offerors shall identify all Subcontractors that Offeror intends to utilize to provide Services under the Contract.
- 7.3 All Subcontractor's must be approved by the Traffic Supervisor prior to providing any Services under the Contract. Contractor shall provide a list of all Subcontractors providing Services under the Contract to the Traffic Supervisor. Any additions or deletions to the Subcontractor's list shall be provided to the Traffic Supervisor within 24-hours of occurrence.
- 7.4 Contractor shall oversee and hold Subcontractors accountable for any functions and responsibilities that it delegates. Contractor shall provide the County with a copy of all contracts related to Subcontractors when any change occurs, or any time upon request from the Traffic Supervisor. Contractor shall not substitute any Subcontractor without the prior written approval of the Traffic Supervisor.
- 7.5 Contractor shall ensure that all Subcontractors indemnify and insure the County as required in the Contract. Contractor shall provide proof of Subcontractor insurance in the form of a Certificate of Insurance and endorsement to the County upon request. Further, any actions/omissions of Contractor's Subcontractors remain subject to indemnification by Contractor as provided in the Contract.
- 7.6 Contractor shall assure that all Subcontractors meet relevant Service requirements (i.e., competency, training and safety requirements to employees, and physical and communication requirements for Storage Facilities).
- 7.7 Contractor shall provide the County with a copy of all contracts related to subcontractors and amendments when any change occurs, or any time upon request from the County.

Contractor shall not substitute any subcontract without the prior written approval of the Chief.

SECTION 8. PERSONNEL REQUIREMENTS

COMPLY: Yes No

- 8.1 Contractor shall ensure that Contractor and all Personnel comply with all applicable the requirements of the scope of work.
- 8.2 Contractor will provide the County with sufficient qualified trained and licensed Personnel to provide the County tow Services adequate to handle the volume and variety of calls.
- 8.3 All Personnel providing Services under the Contract shall be qualified, competent, trained, and appropriately licensed and supervised when providing Services under the Contract.
- 8.4 Contractor will provide ongoing training to Personnel regarding towing and related issues.
- 8.5 Contractor will furnish, and maintain on file, current copies of all valid Washington driver's licenses applicable to the equipment being operated for all Personnel performing Services under this Contract.
- 8.5 Contractor will hire, train and supervise all drivers in accordance with the laws of the State of Washington and the rules and regulations of the WSP and the terms of this Contract.
- 8.6 Contractor will operate equipment in a safe and prudent manner, complying with all federal, state, and county laws, rules, regulations and the Contract.
- 8.7 Contractor will not be under the influence or impaired by alcohol or drugs (includes prescription drugs and marijuana) while performing Services under the Contract.
- 8.8 Contractor shall be courteous and refrain from using vulgar or profane language or gestures when speaking to the public while performing Services under this Contract.
- 8.9 Contractor will wear reasonably clean uniforms which identify the name of the tow company and the name of individual while performing Services under this Contract.
- 8.10 The County reserves to right to require that Contractor remove personnel from performing Services under this Contract due to any violation of this section or if the performance of the personnel is deemed unsatisfactory by the County.
- 8.11 Contractor will not solicit or suggest a vehicle repair facility or mechanic to the owner or driver of a towed vehicle.
- 8.12 Contractor is prohibited from receiving a commission, referral fee or other compensation from any body shop, insurance company, legal firm, attorney or others in exchange for referring business arising under or resulting from the Services provided pursuant to this contract.

- 8.13 Contractor shall ensure that all Personnel comply with safety equipment requirements, which includes wearing reflective vests/clothing in compliance with regulatory requirements.
- 8.14 Contractor shall have no convictions for any felony offense or crime of dishonesty (theft, fraud or the equivalent). It is the responsibility of Contractor to ensure compliance with this provision on an ongoing basis during the Contract term.
- 8.15 Contractor shall provide the Kitsap County Sheriff Office Traffic Supervisor with written notice of new employees (to include Subcontractors) within three (3) business days of the new employee's start date.
- 8.16 Contractor shall annually provide the Traffic Supervisor a complete list of all Personnel, including Subcontractors, by January 15 of each year.

SECTION 9. LICENSING, COMPLIANCE WITH LAWS COMPLY: Yes No

- 9.1 Contractor shall maintain as current all applicable federal, state, county and county licenses, certifications, registrations, permits and insurance required for the operation of its business and performance of all Services under this Contract.
- 9.2 Contractor's equipment and Personnel shall maintain all licenses, registrations, permits and insurance as required when providing Services under this Contract.
- 9.3 Contractor warrants that all Services provided under this Contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) as it may be amended or updated throughout the term of this contract.
- 9.4 Contractor shall provide all Services in compliance with all applicable federal, state, and county laws, ordinances, rules and regulations.
- 9.5 Contractor shall follow the directives of the Kitsap County Solid Waste Division as it relates to disposal of vehicles, motor homes, travel trailers, and boats.
- 9.6 All Services shall be performed in compliance with the Contract and the provisions of Chapter 46.55 RCW, WAC 204-91A and WAC 308-61 now in effect and as amended.

SECTION 10. BILLING, COMPENSATION COMPLY: Yes No

- 10.1 The County shall pay Contractor compensation for the Services provided as identified in Attachment C (Cost Proposal form) as accepted by the County. Such payment shall be the total compensation for all work performed under the Contract; including but not limited to all labor, materials and supplies, incidental expenses, Subcontractor's fees, reimbursable expenses, and equipment expenses.
- 10.2 Contractor's invoice shall include: 1) the response time to each Service call, 2) the exact

time the call was taken, 3) the time Contractor arrived at location of vehicle to be towed or Serviced, 4) the time the towed vehicle was delivered to the assigned destination or Service was completed; and 5) the vehicle description to include the ER & R number, if a county vehicle.

- 10.3 All invoices shall be mailed by Contractor in a single invoice on a monthly basis to: Kitsap County Sheriff Office, Attention: Towing Program Manager, 614 Division St MS-37, Port Orchard, WA 98366
- 10.4 All payment shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- 10.5 In the event Contractor fails to pay any taxes, assessments, penalties or fees imposed by a governmental body, including a court of law. In such an event, the County may deduct and withhold, or pay to the appropriate governmental body, those unpaid amounts from Contractor's total compensation, without further action or notice. This provision also applied to any taxes and fees imposed by County ordinance.
- 10.6 The County tow fee shall include all Services required to place the vehicle in a position to be safely and properly towed from the location of the impound to the County's storage facility. The Services provided to private owners are additionally subject to WSP Tow rates and restrictions.
- 10.7 For private tows Contractor shall not leave the impound location with the impounded vehicle if there is a reasonable cause to believe that the owner or a person authorized by the owner is approaching. Contractor shall release a vehicle if a person provides a reasonable proof of ownership or authorization to operate the car. This shall apply to "impounds" and "private tows".
- 10.8 Towing Services will require Class A, B, C, and E tow truck capabilities as defined in Chapter 204-91A WAC. Towing will mean the use of hook, dolly, flat bed, or any means necessary to provide safe transport of the vehicle at the quoted rate.
- 10.9 Additional tow trucks required at a single scene will be the rate quoted for the Class.
- 10.10 Contractor agrees to provide rates and Services as proposed to any other County Department/Office if requested.

SECTION 11. RECORDS, REPORTING

COMPLY: Yes No

- 11.1 Contractor will utilize a record-keeping system to manage and record the Services provided under the Contract which complies with generally accepted accounting principles.
- 11.2 Contractor will make available to the County all Service-related account records and documents for inspection, auditing or evaluation during normal business hours in order to assess performance, compliance and/or quality assurance under the Contract.

- 11.3 Periodic Reports. At the request of the County, Contractor shall provide the County with periodic reports pertaining to the work and Services provided under the Contract. The reports shall be provided in the form and frequency requested by the County, at no cost to the County.
- 11.4 Monthly reports. Contractor shall provide the County with a monthly report containing the following: County's incident number, the description of the vehicle to include ER & R number for county vehicles, date and time of tow, origin, disposition and reason for the tow, date and time of notification to the County, and the name and identification number of the County employee authorizing the tow. Contractor shall provide records immediately upon the request of the County.
- 11.5 Contractor shall comply with all records reporting and retention requirements set forth in the Contract terms and as required by applicable federal, state, and county laws and regulations.
- 11.6 Contractor shall maintain a master log of all vehicles towed and a record of each vehicle towed pursuant to this Contract, which is easily separated from all other records Contractor may keep of vehicles towed. The Record shall include, at a minimum, the following information:
- Location of vehicle at time of hook up
 - Location name and address where the vehicle was taken
 - Name of officer/employee authorizing the tow
 - Name of Contractor personnel providing the Service
 - Date and time of tow
 - Make, model, color and year of vehicle
 - License plate number and State of issue
 - Vehicle Identification Number (VIN)
 - Odometer reading, reflecting the start and end of tow truck mileage from pick up to destination.
 - Law enforcement report number
 - Fees charged
 - Itemized tow and storage billing statement
 - Identify any tow requests with improper dispatch notification

SECTION 12. INFORMATIONAL HANDOUT

COMPLY: Yes No

- 12.1 Contractor shall create an informational handout which shall be available to provide to owners or drivers of towed vehicles on site. At minimum, the handout shall contain the following information:
- Specific contract towing and storage rates,
 - Storage rates
 - Business hours,
 - Telephone number for business hours and after hours,
 - Release procedures,

- Proof of ownership documents required for release,
- Procedures that apply to private towing including procedures to be followed in the event that the target location is not available,
- Acceptable forms of payment, which shall be cash, credit cards and checks, and
- Name and telephone number of Contractor’s insurance company

SECTION 13. STORAGE FACILITIES, VEHICLE RELEASE COMPLY: Yes No

- 13.1 Contractor shall prominently display at all Storage Facilities and cashier's stations a sign disclosing all current rates for towing, storage fees and other Services provided.
- 13.2 Owner's vehicle shall be freely available for other tow operators to remove from Contractor's storage yard, provided only that Contractor's authorized towing and storage fees be paid and arranged.
- 13.3 The County reserves the right to inspect all Storage Facilities used by Contractor to provide Services under the Contract.
- 13.4 Storage Facilities shall be kept surfaced, graded, drained, lighted, and free of obstacles and hazards in a manner satisfactory to the County at all times, so that persons redeeming Impounded vehicles have reasonable safe and convenient access to vehicles.
- 13.5 Storage Facility lots shall be arranged as to allow vehicles to be moved into and from such areas without undue congestion.
- 13.6 Contractor shall provide adequate security at its Storage Facilities to prevent loss or damage to impounded vehicles and their contents.
- 13.7 All vehicles shall be handled and returned in substantially the same condition as they were immediately prior to be towed, as required by Chapter 46.55 RCW, as now or hereafter amended. All Storage Facilities shall have site obscuring screens and fences at all times in accordance with WAC 308-61 and applicable codes.
- 13.8 When an attendant is not on the premises, Storage Facility gates must be securely locked. Fences shall be secure to prevent entry.
- 13.9 All Storage Facilities shall be zoned according to planning and land use requirements.
- 13.10 Contractor shall not store an impounded vehicle on a public street or any public property for any length of time

SECTION 14. HEARING COMPLY: Yes No

- 14.1 Contractor shall fully cooperate in any court or administrative proceeding regarding the Services provided under this Contract, including without limitation disputes regarding the impound procedures, process and/or fees. Contractor shall, upon request, make available

for such court, or hearing examiner, any books, records, or personnel under its control to furnish evidence as requested.

SECTION 15. ABANDONED VEHICLES

COMPLY: Yes No

- 15.1 Abandoned vehicles should be removed within 24 hours of request at Contractor's convenience. Contractor shall respond immediately if the abandoned vehicle is blocking the roadway or is otherwise a traffic hazard.
- 15.2 An impounded vehicle deemed to be abandoned may be sold by Contractor in accordance with the notice and sale procedure, as provided by state law, rules, and regulations.
- 15.3 Contractor shall be solely responsible for losses, damage, or other claims that result from the sale of any abandoned vehicles. Contractor shall not charge any person who redeems a vehicle for the vehicle's sale, or any costs incurred in preparing the vehicle for sale.
- 15.4 All personal belongings and contents in the vehicle shall be available for return to the vehicle's owner or agent during normal business hours upon request and presentation of proper identification. Personal items not claimed before the auction, shall not be sold at auction to fulfill a lien against the vehicle, but shall be turned over to Kitsap County Sheriff's Office for disposal, unless otherwise provided in RCW 46.55.090.

END OF SCOPE OF WORK