

RESOLUTION No. 30943

*Richard J. McIver*

A RESOLUTION approving specifications for the towing and storage of vehicles, pursuant to Seattle Municipal Code Section 11.30.220 A.

Wednesday, June 6 2007 Passed 3/0 RIM, UG, PD

6/11/07 Full Council ADOPTED 8-0 (Excused: CLARK)

Introduced: 5-14-07	By: <del>McIVER</del> McIVER
Referred: 5-14-07	To: Finance & Budget
Referred:	To:
Reported: 6/11/07	
Passed: 8-0	Signed: 6/11/07
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US5171

*Law Department*

RESOLUTION 30983

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3 A RESOLUTION approving specifications for the towing and storage of vehicles, pursuant to  
4 Seattle Municipal Code Section 11.30.220 A.

5 WHEREAS, the City of Seattle conducts a vehicle towing and storage program to maintain  
6 public safety and ensure traffic circulation, and has traditionally provided this service by  
7 contracting with registered tow truck operators; and

8 WHEREAS, the City must re-bid the towing and storage contracts for Zones 2 and 3 of the City's  
9 six impound zones, and the Director of Executive Administration, pursuant to the  
10 authority of SMC Section 11.30.220 A, has prepared the attached specifications for  
11 towing and storage of vehicles in anticipation of bidding and awarding new contracts; and

12 WHEREAS, the attached specifications have been reviewed and approved by the Director of  
13 Finance, the functional successor to the Budget Director referenced in SMC Section  
14 11.30.220 A; and

15 WHEREAS, SMC 11.30.220 A requires that the attached specifications be approved by the City  
16 Council by resolution; NOW, THEREFORE,

17 **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE**  
18 **MAYOR CONCURRING, THAT:**

19 **Section 1.** The City Council hereby approves the draft specifications for towing and  
20 storage of vehicles, attached as Exhibit A.  
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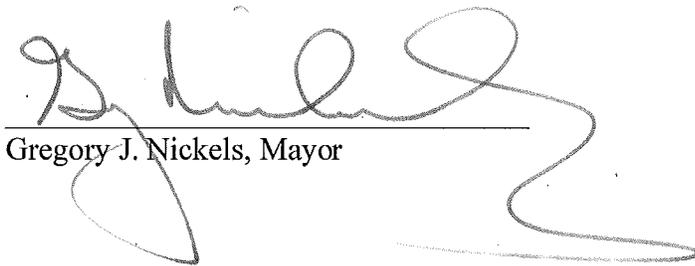


1           **Section 2.** The Director of Executive Administration may make modifications to the  
2 attached specifications as he or she determines are in the best interest of the City.

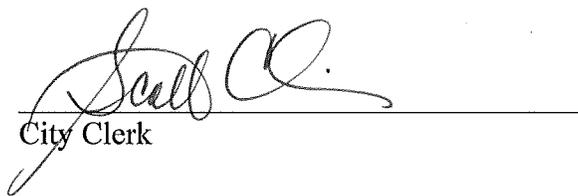
3           Adopted by the City Council the 11<sup>th</sup> day of June, 2007, and signed by me in  
4 open session in authentication of its adoption this 11<sup>th</sup> day of June, 2007.

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7 \_\_\_\_\_  
8 President \_\_\_\_\_ of the City Council

9 THE MAYOR CONCURRING:

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12 \_\_\_\_\_  
13 Gregory J. Nickels, Mayor  
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15           Filed by me this 22<sup>nd</sup> day of June, 2007.

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18 \_\_\_\_\_  
19 City Clerk

20 (Seal)

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23 Attachment: Exhibit A – Draft Specifications for Towing Contract  
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**FISCAL NOTE FOR NON-CAPITAL PROJECTS**

<b>Department:</b>	<b>Contact Person/Phone:</b>	<b>DOF Analyst/Phone:</b>
Executive Administration	Denise Movius/4.9259	Ellen Schroer/3.9841

**Legislation Title:**

A RESOLUTION approving specifications for the towing and storage of vehicles, pursuant to Seattle Municipal Code Section 11.30.220 A

• **Summary of the Legislation:**

SMC Section 11.30.220 A requires City Council approval by resolution of the bid specifications for towing and storage services. The Department of Executive Administration (DEA) intends to re-bid the City's impound towing contracts later this year for Zones 2 and 3. (There are six impound zones in Seattle.) The proposed contract specifications provide for certain towing and storage services to be performed on behalf of the City of Seattle by registered tow truck operators. Contracted services include removal and impoundment of vehicles abandoned on public streets, parked in tow-away zones, illegally blocking traffic, or needed by the Seattle Police Department as evidence of criminal activity. Upon approval of the new bid specifications by the City Council, DEA will undertake a competitive bid process with the goal of new contracts becoming effective November 1, 2007.

• **Background:**

Historically, the City of Seattle has contracted with various tow companies to provide these services through the same bid process that the City now intends to undertake. SMC Section 11.30.220 A requires City Council approval by resolution of the bid specifications for towing and storage services. The City Council last approved bid specifications for towing and storage services in September 2004 (Resolution 30699), after which DEA competitively bid and awarded towing and storage services contracts for all six impound zones in Seattle. In March 2006, the City terminated the contracts for Zones 2 and 3, after a City investigation determined that the towing contractor holding the contracts for those two zones was overcharging citizens in violation of contract provisions. Since the contract termination, Road One (Lincoln) Towing, which holds the current towing contracts for Zones 1 and 4, has been providing towing and storage services for Zones 2 and 3 on a temporary basis. (Zone 2 is east of Interstate 5 and north of the Ship Canal; Zone 3 is west of Interstate 5, south of the Ship Canal and north of Royal Brougham Way, and includes the downtown business zone.)

The City is now ready to re-bid the contracts for Zones 2 and 3, with the goal of having the new contractor(s) start providing services on November 1, 2007. The proposed bid



specifications require the bid to cover a four-year term, but to encourage competitive pricing bidders will have the option of submitting an alternate bid for a ten-year contract term.

The proposed resolution provides for City Council approval of the towing contract bid specifications prior to bidding; therefore there are no financial implications directly resulting from this legislation. Towing and storage services under the contracts for Zones 2 and 3 cost the City's General Subfund approximately \$50,000 per year in situations where SPD, DEA, or the courts determine that the vehicle owner should be reimbursed for impound expenses. The contract provides for the imposition of administrative fees on owners redeeming impounded vehicles. The annual fee revenue for Zones 2 and 3 is approximately \$215,000, and covers approximately 60% of the total costs to the City to administer this program. DEA administers the towing and storage contracts, while expenditures resulting from contract services are paid out of the Seattle Police Department's operating budget.

- *Please check one of the following:*

**This legislation does not have any financial implications.**

**City of Seattle**  
**Invitation to Bid**  
**ITB #DEA-1975**  
**TITLE: VEHICLE IMPOUND AND RELATED SERVICES**

**1. INTRODUCTION AND PURPOSE**

Bidders are required to read and understand all information contained within this entire bid package. By responding to this Invitation to Bid, the Bidder agrees to read and understand these documents.

**Purpose:**

The purpose of this Invitation to Bid (hereinafter referred to as "ITB") is to secure vehicle impound and related services, including towing and secure storage for vehicles ordered impounded by the Seattle Police Department (SPD). In the usual case, the successful Bidder will only be required to impound, tow and store vehicles located within the Impound Towing Zone(s) identified in this invitation and awarded by contract as a result of this process. See Appendix B for the draft contract for vehicle impound and related services.

**2. SOLICITATION OBJECTIVES**

The City has designated six Impound Towing Zones within the City of Seattle. This Invitation to Bid covers two of the six zones. The other four zones are subject to existing contracts and are not available for bid. The objective of this solicitation is to identify towing contractors who submit responsive bids and who meet the requisite qualifications set forth in Section 3 of this solicitation. The City will then enter into as many contracts as are necessary to meet the City's need for these services. The contract(s) resulting from this ITB will support removal and secure storage of unsafe or inoperable vehicles from the roadways, removal of abandoned vehicles before they become safety hazards, and storage and protection of vehicles that may be connected to crimes.

The City restricts the number of zones that a single Contractor can service for the City to no more than four Impound Towing Zones. See Appendix B, Exhibit 1 for a map of the Impound Towing Zones.

If a Bidder already holds impound towing contracts with the City, that Bidder may bid for one or both zones identified in this invitation, provided that if successful the total number of zones under contract would not then exceed four zones. In the event that the successful Bidder for both zones identified in this invitation would place that Bidder above the four zone maximum, the City will instead go to the next lowest responsive Bidder for one of the two zones that are the subject of this bid. The City will have the right to determine which of the two zones will be awarded to the next lowest responsive and best Bidder. For purposes of determining total contracts to be awarded, Bidders will be considered the same legal entity if 50% or more of Bidder's towing business is owned by the same person, corporation or other business enterprise presently under one of the other towing and impound contracts to the City.



Bidder shall submit only one bid package regardless of the number of zones bid. The City will evaluate the bid for each zone independently. Bidder may be awarded a contract for fewer than the number of zones bid by that Bidder.

The City's purpose in establishing these contracts is to provide a system for the removal and storage in a secure facility of vehicles that are in an unsafe location or inoperable or which may be connected to crimes.

Estimated impound information for the year 2006 is included in Appendix A and is intended to serve as an example of services performed during that year. The quantities are provided for informational purposes only. There is no guarantee as to the actual quantity of services that will be required from the successful Bidders. A copy of the contracts with the current Contractors may be obtained from the City's web site at <http://www.seattle.gov/html/business/contracting.htm>

The City has established (date) the desired contract execution date, and 12:00 a.m. on (date) as the desired performance start date and time.

Prior to Contract Award, the apparent successful Bidder shall demonstrate to the City's satisfaction that it has complied with all requirements for performing the contract, including but not limited to, facilities, equipment, and logistics. The City's determination of qualification and responsiveness of any Bidder is conclusive. If the City is not satisfied, the City reserves the right to declare the Bidder unqualified, and reject the Bidder.

**The City reserves the right to reject all bids as well as the right to determine whether to re-bid this contract.**

### 3. SERVICE OVERVIEW

SPD will identify vehicles to be impounded, call the Contractor for that zone and exchange information relating to storage, registered owner, holds, releases, and auctions. The City reserves the right to call any other towing company when, in the sole judgment of SPD, the Contractor for the zone in which services are required cannot respond in a timely fashion to meet public safety needs.

The Contractor will submit invoices for services performed under the contract, in the form approved by the Department of Executive Administration (DEA). DEA's role as the City's Contract Administrator involves review and approval of invoices, conducting lot inspections, and facilitating communication between the City and the Contractor.

### 4. QUALIFICATIONS

**Qualifications:** Responsive Bidders must demonstrate that they meet or exceed the following qualifications.

- Zone 2: Primary storage lot and release facility are located within Zone 2, within a zone adjacent to Zone 2 or within five miles outside the City limits to the North of Zone 2.

- Zone 3: Primary storage lot and release facility are located within Zone 3 or within a zone adjacent to Zone 3.



- Registered tow truck operator in the State of Washington
- Minimum of three years of experience in towing, storing, protecting and releasing or otherwise disposing of vehicles.

Bids that do not demonstrate to the satisfaction of the City that the Bidder meets or exceeds these minimum qualifications may be rejected by the City without further consideration.

The City reserves the right to inspect any of Bidder's facilities and equipment after the bid due date and time listed on page 1 of Exhibit A. The Bidder shall make such facilities and equipment available for the City's inspection within eight business hours of the City's request. The City may require additional information concerning a Bidder's facilities, equipment, personnel, and procedures. The Bidder shall supply such information within the time noted in the City's request.

The City shall award contracts only to the lowest responsive and best Bidder(s). Among the things the City will consider in determining whether a bid is responsive are the following:

- The bid price for services not covered by City Established Fees set forth below;
- The number of zones bid;
- Integrity, skill, and business judgment of the Bidder;
- General experience in providing towing and storage services;
- Conduct and performance under another City towing impound contract demonstrating honesty; promptness, skill, efficiency, and a satisfactory relationship with vehicle owners;
- Existing availability of equipment, facilities, and personnel meeting or exceeding the minimum set forth in these bid specifications; and
- The Bidder's financial ability and willingness to expand or improve available equipment, facilities, and services.

In determining responsiveness of the bid, the City may consider other information, whether or not specifically provided by the Bidder in response to this ITB. The qualification and responsiveness to this solicitation shall be determined by the City, which determination shall be conclusive and is not subject to appeal.

No contract will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

## 5. CONTRACT TERM, PRICING, OTHER PROVISIONS

**Contract Term:** The contract to be awarded as a result of this process shall be for a minimum term of four (4) years. The Bidder may offer a term of (10) years; however the decision to award a contract beyond the minimum term will lie solely with the City of Seattle.

### **Instructions for Bid Form A – Pricing:**

**Multiple Zones:** Bidder may bid for one or two of the towing zones which are the subject of this invitation. A Bidder may be awarded a contract for both zones, provided that such award would not result in the Bidder exceeding the four zone maximum described above.



City Established Fees: The City has established the rates for fees payable by the City for the services described in this invitation and the contract to be awarded as a result thereof, and the rates for the Class B, C and E Impound Fees, the Driving While License Suspended (DWLS) Impound Fee, the DWLS Storage Fee, and the Additional Service Fees payable by Claimants. These established rates will be effective until February 29, 2008. See Appendix B, Exhibits 5 and 6. The first Consumer Price Index increase will be allowed March 1, 2008 and each year thereafter. The rates will be adjusted by the preceding year's annual Consumer Price Index for all urban consumers Seattle-Tacoma-Bremerton metropolitan area, All Items, (1982-1984 = 100), as determined by the U.S. Department of Labor, Bureau of Labor Statistics, and all such fees shall be rounded upwards to the nearest one-half dollar.

Bidder's Bid for Class A Impound Fee: In the space provided on Bid Form A, Bidder shall bid a firm fixed Class A Impound Fee payable by Claimants. For the purposes of bid evaluation only, the City will assume the following number of impounds annually per zone that are subject to the Class A Impound Fee payable by Claimants:

Zone 2 = 3,700  
Zone 3 = 9,500

Bidder's Bid for Storage Fee: In the space provided on Bid Form A, Bidder shall bid a firm fixed storage fee payable by Claimants except for DWLS storage. For the purposes of bid evaluation only, the City will assume the following number of 12-hour storage increments annually per zone that are paid by Claimants except storage resulting from DWLS:

Zone 2 = 28,000  
Zone 3 = 33,000

Bidder's Bid for Maximum Escalation Rate: The Bidder's bids for Class A Impound Fee and Storage Fee shall remain firm and fixed through the first year of the contract. In the space provided on Bid Form A, Bidder shall bid a maximum annual escalation percentage rate for years 2 through 4 and years 2 through 10. Bidder shall not include in its bid prices the City's Administrative Fee or state or local sales taxes.

**Bidders shall complete, sign and submit Bid Form A.**

**Delivery of Products and Services – Unnecessary Idling:** The City of Seattle has a commitment to reducing unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of City resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices. A reference sheet regarding the Anti-Idling provision is attached to provide further background.

**Permits:** All necessary permits required to perform work are to be supplied by the Contractor at no additional cost to the City.



### **Mandatory Seattle Business Licensing and Associated Taxes**

1. You must obtain a Seattle Business license and be in good standing before the Contract is signed. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Contractor and not charged separately to the City.
2. The apparent successful Contractor has the responsibility to immediately obtain the license and ensure all City taxes are current. Failure to do so will result in rejection of the bid.
3. Questions and Assistance: The City's Revenue and Consumer Affairs (RCA) Division issues business licenses and enforces licensing requirements. The main phone is 206-684-8484. You may also call RCA Division staff for assistance: Anna Pedroso at 206-615-1611, Wendy Valadez at 206-684-8509 or Brenda Strickland at 206 684-8404.
4. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
5. A cover-sheet providing further explanation, along with the application and instructions for a Seattle Business License is provided below for your convenience.
6. Please note that those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Bidder prior to submitting your offer. The City retains the right to pursue compliance to taxes and license fees, including withholding of invoice payments as provided for within SMC 5.45.060.

### **Mandatory State Business Licensing and Associated Taxes.**

Before the contract is signed, you must provide the State of Washington business license (a State "Unified Business Identifier" known as a UBI#) and a Contractors License if required. These will be required before the contract is to be signed by the winning Contractor. All costs for any licenses, permits and associated tax payments due to the State as a result of licensing shall be borne by the Contractor and not charged separately to the City. Instructions and applications are at <http://www.dol.wa.gov/business/file.html>.

## **6. ADMINISTRATIVE REQUIREMENTS & INFORMATION**

### **Bid Procedures and Process.**

This chapter details City procedures for directing the ITB process. The City reserves the right in its sole discretion to reject the Bid of any Contractor that fails to comply with any procedures outlined in this chapter.

### **Communications with the City.**

All Contractor communications concerning this acquisition shall be directed to the Principal Buyer. The Buyer is:

Pam Tokunaga  
Phone: 206-233-7114  
Fax: 206-233-5155  
[pam.tokunaga@seattle.gov](mailto:pam.tokunaga@seattle.gov)

**If delivered by the U.S. Postal Service, it must be addressed to:**

Pam Tokunaga  
City of Seattle Purchasing and Contracting Services Division  
PO Box 94687  
Seattle, WA 98124-4687



**If delivered by other than the U.S. Postal Service, it must be addressed to**  
Pam Tokunaga  
City of Seattle Purchasing and Contracting Services Division  
Seattle Municipal Tower  
700 5<sup>th</sup> Ave., #4112  
Seattle, WA 98104-5042

Unless authorized by the Buyer, no other City official or City employee is empowered to speak for the City with respect to this acquisition. Any Contractor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than the Buyer is advised that such material is used at the Bidder's own risk. The City will not be bound by any such information, clarification, or interpretation.

Following the bid submittal deadline, Bidders shall not contact the City Buyer or any other City employee, except to respond to a request by the City Buyer. The Bidder may obtain status of the project on the City website at <http://www.seattle.gov/purchasing/pan.htm>. Contact by the Bidder to obtain information regarding this acquisition from anyone other than the Buyer may be grounds for rejection of the Bidder's Bid.

**Pre-Bid Conference.**

The City shall conduct an optional pre-Bid conference at the date and time on page 1, at the Seattle Purchasing Services Office, 700 5<sup>th</sup> Avenue, Suite 4112, Seattle. Bidders are not required to attend in order to be eligible to submit a Bid. The purpose of the meeting is to answer questions potential Bidders may have regarding the solicitation document and to discuss and clarify issues. This is an opportunity for Bidders to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-bid conference.

**Questions.**

Questions may be submitted by fax or electronically to **the Buyer, Pam Tokunaga, no later than the date and time specified in this ITB.** Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Bidder of any responsibilities under this Bid or any subsequent contract. It is the responsibility of the Bidder to assure that they received responses to the questions if any are issued.

**Changes to the ITB/Addenda.**

A change may be made by the City if, in the sole judgment of the City, the change will not compromise the City's objectives in this acquisition. A change to this ITB will be made by formal written addendum issued by the City's Buyer. Addenda issued by the City shall become part of this ITB specification and will be included as part of the final Contract. It is the responsibility of the interested Bidder to assure that they have received Addenda.

**Receiving Addenda and/or Question and Answers.**

The City will make efforts to provide courtesy notices, reminders, addendums, and similar announcements directly to interested Bidders. The City intends to make information available



on the City website. The City website for this ITB and related documents is:

<http://www.seattle.gov/purchasing/pan.htm>

Notwithstanding efforts by the City to provide such notice to known Bidders, it remains the obligation and responsibility of the Bidder to learn of any addenda, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Contractor from the sole obligation for learning of such material. The City reserves the right to accept an Offer as considerate of all such Questions and Answers and Addendums that have been issued, if any. Should an Addendum modify the Offer Form and the Contractor fails to utilize the most current Offer Form as provided in the most recent Addendum, the Buyer shall have the sole responsibility to determine if the revised Offer Form provides a material and/or more stringent requirement, and if so the Buyer will reject the Contractor for not utilizing the most recent Offer Form.

**Bid Response Date and Location.**

1. Bids must be received into the City Purchasing Offices no later than the date and time on page 1 or as revised by Addenda.
2. Bids must be submitted in a hard-copy original. FAX and e-mail copies are not a substitute for the hard-copy original.
3. Responses should be in a sealed box or envelope clearly marked and addressed with the Buyer, ITB title and number. The Buyer is not responsible for identifying bids submitted that are not properly marked.
4. Mark the outside of your mailing envelope to say "ITB #DEA 1975." This is important to proper handling of your bid!
5. The ITB response may be hand-delivered or must otherwise be received by the Buyer at the address provided, by the submittal deadline. Delivery errors will result if you aren't very careful to use the proper address given your chosen delivery method.

**If the Bid is delivered by the U.S. Postal Service, it must be addressed to:**

Pam Tokunaga  
City of Seattle Purchasing and Contracting Services Division  
PO Box 94687  
Seattle, WA 98124-4687

**If the Bid is delivered by other than the U.S. Postal Service, it must be addressed to:**

Pam Tokunaga  
City of Seattle Purchasing and Contracting Services Division  
Seattle Municipal Tower  
700 5<sup>th</sup> Ave., #4112  
Seattle, WA 98104-5042

6. The City requires one original and three (3) copies.



7. The Bidder has full responsibility to ensure the Bid arrives at the City Purchasing Office within the deadline. The City assumes no responsibility for delays caused by the US Post Office or any other delivery service. Bids will be opened after the due date and time. Responses arriving after the deadline may be returned, unopened, to the Bidder, or may simply be declared non-responsive and not subject to evaluation, or may be found to have been received in accordance with the solicitation requirements, at the sole determination of Purchasing.
8. ITB responses shall be signed by an official authorized to legally bind the Bidder.
9. The City will consider supplemental brochures and materials. Bidders are invited to attach any brochures or materials that will assist the City in evaluation of bids.

**Bid Opening.**

The Bid shall be publicly opened by the City at the date and time specified, at the City Purchasing office.

**Don't mark the Offer Form with Exceptions nor add alternative boilerplate.**

The City will reject bids that the Buyer finds as material exceptions to the City specifications and City contract. Therefore, be careful not to add information or mark-up the forms in a manner that may appear to be a change or exception. Don't attach an alternative boilerplate. Even a request to consider an exception or an attachment "for the City's information" could result in rejection of the bid. This decision will be made in the sole opinion of the City.

**Prohibition on Advance Payments.**

State law prohibits the City from paying in advance for goods and services. No request for early payment, down payment or partial payment will be honored. Payment shall be made only upon delivery of contracted goods and/or services. Maintenance may be paid up to one year in advance, provided that should the City terminate early, the amount paid shall be reimbursed to the City on a prorated basis. All other expenses are payable net 30 days after receipt and acceptance and satisfactory compliance.

**Partial and Multiple Awards.**

The City reserves the right to name a partial and/or multiple awards, in the best interest of the City. Bidders are to prepare pricing and Offers given the City's intention to utilize the right to a partial or multiple award, in the best interest of the City. Further, the City may eliminate an individual line item when calculating award, in order to best meet the needs of the City, if a particular line item is not routinely available or is a cost that exceeds the City funds.

**Equal Benefits.**

1. Bidders must submit an Equal Benefits Compliance Declaration with their ITB response (See Attachments). If not submitted, your bid will be rejected. If a Bidder does not comply with Equal Benefits and does not intend to do so, the Bidder must still submit the Form with its bid.
2. Fill out the form properly. It is essential to the Bidder's standing in the evaluation process, so it is important to understand and complete the Form properly.



3. The Buyer can answer many of your questions. However, the office that handles special Equal Benefit issues for the City is the Contracting Services Section. The general phone number is 206-684-0430. Bidders may call either the Buyer or the Contracting Services Section to ensure correct completion of the form before you submit bid submittal. If the City does not make a timely response, the Bidder should call the Buyer for direction.
4. There are 6 options on the Form. They range from full compliance (Options A, B, C), to several alternatives that require advance authorization by the City before the Bidder submits a bid (Option D, E), to Non Compliance. Select the option that is true of the Bidder at the time of bid submittal. A Bidder may not change its answer after submitting the Form.
5. Option D and Option E are used only if a Bidder has an official waiver from the City before submitting its bid. Waivers are issued by the Contracting Services Section at 206-684-0430. A Bidder must request and receive the waiver before submitting its bid. If the Contracting Services Section staff is not available, call the Buyer for assistance. If the waiver is not attached with the bid, the Buyer can change the Bidder's status to non-compliance.
6. The Form provides the Buyer with the Bidder's declared EB status. However, the City issues the final determination of EB status for purposes of bid evaluation.
7. If information on a Bidder's form is conflicting or not clearly supported by the documentation that the City receives, the Buyer may reject the bid or may seek clarification to ensure the City properly classifies the Bidder's compliance.

**Equal Benefits makes a significant difference in a Bidder's standing. Here are the evaluation steps:**

1. If one or more Contractors comply (having properly selected any options from A through E) then:
  - a. Only EB compliant Contractors continue towards evaluation.
  - b. Any non-compliant Contractor would be rejected and not evaluated. These include Contractors that select the option of "Non Compliance" (they do not comply and do not intend to comply) or those that the City finds Non Compliant upon review (such as those that select Option D or E and do not have a waiver from the City to select that option, or where the form is blank, or where the Bidder worksheet proves non-compliance even if they checked a compliance option).
2. The City occasionally receives responses where every Contractor is non-compliant to EB. If every Contractor is non-compliant then:
  - a. All bids or responses that are otherwise responsive and best will continue forward for scoring and evaluation.
  - b. This is used when every Contractor either selects Non Compliance (that they do not comply and do not intend to comply) or is found by the City as Non Compliant upon review.
3. The Equal Benefit requirements are established under SMC Chapter 20.45. Compliance to the Equal Benefits statements made by the Contractor is required through the duration of the Contract. If the Contractor indicates that the Contractor provides Equal Benefits, and then discontinues during the term of the contract, the City may terminate the Contract and



the Contractor may be debarred from future City contracts. The City may audit the Contractor's compliance with the Equal Benefits provisions at any time prior to contract award or during the contract. See the City website for further information:  
<http://www.cityofseattle.net/contract/equalbenefits/default.htm>

**Affirmative Efforts for Women and Minority Subcontracting.**

The City finds that minority- and women-owned businesses are significantly under-represented and have been underutilized on City Contracts. Additionally, the City does not want to enter into contracts with businesses that discriminate in employment or the provision of services. The City intends to provide the maximum practicable opportunity for increased participation by minority and women owned and controlled businesses, as long as such businesses are underrepresented, and to ensure that City contracting practices do not support discrimination in employment and services when the City procures public works, goods, and services from the private sector. The City shall not enter into Contracts with Contractors that do not agree to use Affirmative Efforts as required under SMC Chapter 20.42 or violate any provisions of that chapter, or those requirements given below.

1. As part of the ITB response, Bidders must fill out and submit a Vendor Questionnaire, which is provided to Contractors in the Submittal Section at the back of this ITB. The Bidder will be asked whether there are any new employment or subcontracting opportunities that will result from award of this contract.
2. If the Contractor anticipates no new employment and no new subcontracting opportunities, the Contractor shall simply indicate NO and proceed forward. A "No" response does not impact the standing of the Contractor during the evaluation in any way.
3. If yes, the Contractor shall submit the requested Outreach Plan. The City shall review the Plan to ensure Contractor has made good faith efforts to comply.
4. By submitting a Bid, the Bidder is agreeing to the terms and conditions that require the Contractor to take affirmative efforts to assure equality of employment. Contractors entering into Contracts shall actively solicit the employment of women and minority group members. At the request of the City, Contractors must furnish evidence of the Contractor's compliance, including documentation of their efforts to: 1) employ women and minority group members; 2) subcontract with Women and Minority Businesses on City Contracts; and 3) compliance with non-discrimination in the provision of goods and services.

Terms and conditions for affirmative efforts in subcontracting and employment are within the Contract Terms and Conditions. Bidders should review those obligations and be aware of them as a condition of bidding.

**Taxes.**

The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City). Washington state and local sales tax will not be used in bid tabulation.



**Contract Terms and Conditions.**

Bidders are to carefully review all specifications, requirements, Appendix B –Draft Contract, and other requirements herein. Submittal of a bid is agreement to all Terms and Conditions. All documents and responses are considered a part of the resulting contract executed with the City. All such specifications, requirements, terms and conditions are mandatory and all submittals should anticipate full compliance with no exceptions to these terms and conditions.

**Effective Dates of Offer.**

Offer prices and costs in Bidder submittal must remain valid until City completes award. Should any Bidder object to this condition, the Bidder must provide objection through a question and/or complaint to the Buyer prior to the bid closing date.

**Taxpayer Identification Number and W-9.**

Unless the apparently successful Contractor has already submitted a fully executed Request for Taxpayer Identification Number and Certification (Form W-9) to the City, the apparently successful Contractor must execute and submit this form prior to the contract execution date.

**Proprietary Bid Material.**

Bidders should understand that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) they submit to the City become public records under Washington State law (See chapter 42.56 RCW, the Public Disclosure Act, at <http://www1.leg.wa.gov/LawsAndAgencyRules>. Public records must be promptly disclosed upon request unless a statute exempts disclosure. Exemptions from disclosure include trade secrets and valuable formulas (See RCW 42.56.540 and chapter 19.108 RCW). However, public-disclosure exemptions are narrow and specific. Bidders are expected to be familiar with any potentially-applicable exemptions, and the limits of those exemptions.

Bidders are obligated to separately bind and clearly mark as “proprietary” information any bid records they believe are exempted from disclosure. The body of the bid may refer to these separately-bound records. Bidders should mark as “proprietary” only that information they believe legitimately fits within a public-disclosure exemption. The City may reject solicitation responses that are marked proprietary in their entirety. If the City receives a public disclosure request for records that a Bidder has marked as “proprietary information,” the City may notify the Bidder of this request and postpone disclosure briefly to allow the Bidder to file a lawsuit under RCW 42.56.540 to enjoin disclosure. However, this is a courtesy of the City and not an obligation.

The City has no obligation to assert an exemption from disclosure. If the Bidder believes that its records are exempt from disclosure, the Bidder is obligated to seek an injunction under chapter 42.56 RCW. By submitting a Bid the Bidder acknowledges this obligation; the Bidder also acknowledges that the City will have no obligation or liability to the Bidder if the records are disclosed.

**Cost of Preparing Bids.**

The City will not be liable for any costs incurred by the Bidder in the preparation and presentation of bids submitted in response to this ITB including, but not limited to, costs



incurred in connection with the Bidder's participation in demonstrations and the pre-bid conference.

**Bidder Responsibility.**

It is the Bidder responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Bidders must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Contractors as set forth in the Revised Code of Washington.

**Changes in Bids.**

Prior to the bid submittal closing date and time established for this ITB, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. No change to a bid shall be made after the bid closing date and time.

**Errors in Bids.**

Bidders are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Bidder's obligations to the City.

**Withdrawal of Bid.**

A submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission by the City.

**Rejection of Bids and Rights of Award.**

The City reserves the right to reject any or all Bids at any time with no penalty. The City reserves the right to waive immaterial defects and minor irregularities in any submitted Bid.

**Incorporation of ITB and Bid in Contract.**

This ITB and the Bidder's response, including all promises, warranties, commitments, and representations made in the successful Bid, shall be binding and incorporated by reference in the City's contract with the Bidder.

**No Gifts and Gratuities.**

The Seattle Ethics Code provides rules about employee work activities, business relationships, and the use of City resources. City Purchasing requires that Contractors who contract with City Purchasing, or are interested in pursuing a purchasing contract, comply with standards to support the City Ethics Code. Contractors shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Contractor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business, contract or purchase decisions. The Contractor shall not offer meals, gifts, gratuities, loans, trips, favors; bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows.



It is also unlawful for City employees or other contractors to offer directly or indirectly gifts and resources, to influence or cause Bidders to refrain from submitting a bid.

Contractors must strictly adhere to the statutes and ordinances for ethics in contracting and purchasing, including but not limited to SMC Chapter 4.16, chapter 42.23 RCW (Code of Ethics for Municipal Officers), and chapter 42.52 RCW (Ethics in Public Service). This is applicable to any business practice, whether a contract, solicitation or activity related to City business.

**Involvement of Former City Employees.**

Upon receipt of a notice of intention to award, Contractor shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve months immediately prior to the expected start of such work, was a City official, officer or employee. Contractor shall ensure that no Work related to this contract is performed by such person, to the extent that such work is disallowed by the City. (See SMC Chapter 4.16)

**No Conflict of Interest.**

Bidder confirms that Bidder does not have a business interest or a close family relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administering, or evaluating Contractor performance. Should any such relationship exist, the Bidder shall notify the Buyer in writing, and the City shall make sole determination as to compliance. (See SMC Chapter 4.16)

**Protests and Complaints.**

The City has procedures governing the rights and obligations of interested parties that desire to submit a complaint or protest to this ITB process. Please see the City website at <http://www.seattle.gov/contract/> for these procedures. Interested parties have the obligation to be aware of and understand these procedures, and to seek clarification as necessary from the City.

**Bid Disposition.**

All material submitted in response to this ITB shall become the property of the City upon delivery to the Buyer.

**7. BID FORMAT and ORGANIZATION**

**Note:** Before submitting your Bid, register in the City Vendor Registration System. Women and minority owned firms are asked to self-identify. For assistance, please call 206-684-0444. Register at: <http://seattle.gov/purchasing/VendorRegistration.htm>

Submit Bid with the following format and attachments. Attach each form within the bid:

1. **Cover Letter (optional)**
  
2. **Vendor Questionnaire:** Submit the Vendor Questionnaire immediately following the cover letter (if any). The Questionnaire is to be signed. **This is a mandatory form.**



3. **Equal Benefits Compliance Declaration: This is a mandatory form.** Bidders that do not submit the Equal Benefits Compliance Declaration with their bid are subject to rejection as indicated in the instructions provided previously herein. Bidders must submit the Declaration with this bid even if the Bidder submitted an Equal Benefits Compliance Declaration to the City on a previous bid.
4. **Bid Form A – Bidder Qualifications, Representations, Warranties and Pricing (This is a mandatory form)**
5. **Attach:**
  - a. Income Tax Return and all Schedules for the years 2004 and 2005 (or fiscal years 2005 and 2006)
  - b. Facility Information
  - c. Equipment List
  - d. Subcontractor's List
  - e. Governmental Agencies Contract List

## 8. EVALUATION PROCESS

The City shall select the lowest responsive and best Bidder(s), and may consider multiple awards or partial awards to achieve the best overall price to the City.

**Responsiveness and Responsibility:** Purchasing Services shall review submittals as necessary for determination of the lowest responsive and best Bidder. Determinations of responsiveness and responsibility may be made upon initial review of submittals or at any time prior to contract award, and may be determined of all Bidders or made only as needed to determine the lowest responsive and best Bidder for purposes of award.

**Specifications:** The City will evaluate each Bidder's compliance with the specifications and other bid requirements set forth in the ITB, and shall make determinations of "or equal" alternates prior to calculation of Bidders.

**Pricing:** For purposes of bid evaluation, the City will calculate bid using the following formula. The City will compare bids for four-year contracts with each other, and will compare bids for ten year contracts with each other. The City will make a decision as to whether the City will accept the lowest responsive and best four-year bid, or whether the City will accept the lowest responsive and best ten year bid. The City may make a different selection for each zone. This decision is the sole judgment of the City.

**Four Year Offer:**

Year 1 Total = (Class A Impound Fee x Zone Impound Volume) + (Storage Fee x Zone Storage Volume)

Year 2 Total = Year 1 Total x Maximum Escalation Rate

Year 3 Total = Year 2 Total x Maximum Escalation Rate

Year 4 Total = Year 3 Total x Maximum Escalation Rate

Total for Bid Evaluation = Sum of Years 1 through 4

**Ten Year Offer:**

Year 1 Total = (Class A Impound Fee x Zone Impound Volume) + (Storage Fee x Zone Storage Volume)



Year 2 Total = Year 1 Total x Maximum Escalation Rate  
Year 3 Total = Year 2 Total x Maximum Escalation Rate  
Year 4 Total = Year 3 Total x Maximum Escalation Rate  
Year 5 Total = Year 4 Total x Maximum Escalation Rate  
Year 6 Total = Year 5 Total x Maximum Escalation Rate  
Year 7 Total = Year 6 Total x Maximum Escalation Rate  
Year 8 Total = Year 7 Total x Maximum Escalation Rate  
Year 9 Total = Year 8 Total x Maximum Escalation Rate  
Year 10 Total = Year 9 Total x Maximum Escalation Rate  
Total for Bid Evaluation = Sum of Years 1 through 10

(Maximum Escalation Rate is per the bid on page 5 of Bid Form A)

**Substantially Equivalent Scores:** Should calculation of the lowest responsive and best bids result in two Bidders that are tied, the City shall award the contract to the Bidder whose offer is deemed to be in the best interest of this project using that method or consideration deemed most appropriate by the City.

## **Attachments**

### **Appendix A: Estimated Impoundment Information for the Year 2006**

### **Appendix B: Draft Contract**

#### **Appendix B, Exhibit 1: Impound Tow Zones**

#### **Appendix B, Exhibit 2: Reports and Records Required by the City of Seattle**

#### **Appendix B, Exhibit 3: Disposition of Unclaimed Personal Belongings**

#### **Appendix B, Exhibit 4: Claims for Payment, Administrative Fees, and Monthly Statistical Reporting**

#### **Appendix B, Exhibits 5 & 6: Fees and Rates**



## Appendix A: Estimated Impoundment Information for the Year 2006

source--SPD and Roadone Towing (rounded numbers)

<u>Impound Towing Zone</u>	<u>2</u>	<u>3</u>
Total Impounded Vehicles	3,800	10,700
DWLS Impounds (included above)	3	16
Total Released Vehicles	3,300	10,100
DWLS Releases (included above)	3	13
Average storage 12 hr increments for DWLS released vehicles	60	60
Average storage 12 hr increments for all other released vehicles	10	4
Total Vehicles Auctioned/Lien Sold	500	600
Average storage 12 hr increments all auctioned vehicles	48	48
Hook and Release (not included in any numbers above)	180	940



**Contract**

**Between The City of Seattle and \_\_\_\_\_**

**For Vehicle Impound and Related Services**

**In Impound Tow Zone(s) \_\_\_\_\_**

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**1. Contract:** This Contract is effective the \_\_\_\_\_ day of \_\_\_\_\_, (the "Effective Date"), by and between The City of Seattle (the "City"), a municipal corporation of the State of Washington, and \_\_\_\_\_ (the "Contractor"), a \_\_\_\_\_ corporation authorized to do business in the State of Washington.

**2. Entire Contract:** This Contract, including all Supplements and Exhibits referenced herein, constitutes the entire contract between the City and the Contractor. The City's Invitation to Bid #DEA 1975 ("ITB"), the addenda to the ITB, and the Contractor's bid submitted in response to the ITB are included as Supplements to this Contract and are incorporated herein by this reference. Where there are conflicts between these documents, the controlling document will first be this Contract as amended, then the ITB as amended, and then the Contractor's bid. No oral agreements or conversations between any officer, agent, associate or employee of the City and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

**3. Summary of Scope of Services:** The Contractor shall perform vehicle impound services by towing, storing, protecting, and releasing or otherwise disposing of vehicles ordered impounded by the Seattle Police Department ("SPD"), and shall provide related services as required herein and as directed by the City. The Contractor shall provide the services 24 hours per day, 7 days per week, within the Contracted Zone(s). SPD will request services only from the Contractor within Contracted Zone(s) except 1) when the Contractor fails to respond to a request for services, or 2) in circumstances where in the opinion of SPD the Contractor cannot timely respond or otherwise perform the service necessary; or 3) other situations such as a major emergency or disaster response. From time to time SPD may also direct the Contractor to tow vehicles outside the Contracted Zone or outside the Seattle city limits on a non-exclusive basis. Exhibit 1 contains a map of the geographic boundaries of the Impound Towing Zones within the Seattle City limits. The Contractor shall meet or exceed performance standards and will pay liquidated damages to the City in the event the standards are not met. The Contractor shall provide notices and forms to Claimants and shall respond to complaints from citizens. The Contractor shall collect and remit administrative fees to the City, shall maintain records and provide reports, shall be available for inspection and audit, and shall communicate regularly with the City. Additionally, the Contractor shall support the City in preparing for and responding to major emergencies and disasters within The City of Seattle. The Contractor shall maintain its status as a Washington State Registered Tow Truck Operator in good standing. This Section 3 is intended as an overview or summary of the scope of services. In the event there are conflicts between this Section and another part of the Contract, the other part shall apply.

**4. Term:** The term of this Contract shall be \_\_\_\_\_ years from the Effective Date.

**5. Volume of Business:** The City does not guarantee a volume of business. Actual volume will be dependent upon demand for services and the Contractor's performance.



**6. Impound Towing Zones:** For purposes of this Contract, the City shall consist of the following Impound Towing Zones (see also Exhibit 1):

**Zone 1**, also known as the Northwest Zone, shall consist of that portion of the City west of Interstate 5 and north of the water passage-way comprised of Salmon Bay, Lake Union, Portage Bay, Union Bay, and the Lake Washington Ship Canal;

**Zone 2**, also known as the Northeast Zone, shall consist of that portion of the City east of Interstate 5 and north of the water passage-way comprised of Salmon Bay, Lake Union, Portage Bay, Union Bay, and the Lake Washington Ship Canal;

**Zone 3**, also known as the West Zone, shall consist of that portion of the City south of Zones 1 and 2, north of South Royal Brougham Way, and west of Interstate 5;

**Zone 4**, also known as the East Zone, shall consist of that portion of the City south of Zones 1 and 2, north of Interstate 90, and east of Interstate 5;

**Zone 5**, also known as the Southwest Zone, shall consist of that portion of the City west of Interstate 5, and south of South Royal Brougham Way to the City limits, and

**Zone 6**, also known as the Southeast Zone, shall consist of that portion of the City east of Interstate 5 and south of Interstate 90.

Common border streets will be included in each adjoining zone and will be served by the Contractors for both zones.

These zones are considered to adjoin:

Zone 1 adjoins Zones 2, 3, and 4.

Zone 2 adjoins Zones 1, 3, and 4.

Zone 3 adjoins Zones 1, 2, 4, 5, and 6.

Zone 4 adjoins Zones 1, 2, 3, 5, and 6.

Zone 5 adjoins Zones 3, 4, and 6.

Zone 6 adjoins Zones 3, 4, and 5.

**7. Definitions:** For the purposes of clarity and consistency, the following words shall have the following meanings in this Contract unless the context clearly requires a different meaning.

91N means a parking infraction issued for parking a vehicle on any street or other municipal property for a period of time longer than 72 hours in violation of SMC 11.72.440.

Abandoned Vehicle means an impounded vehicle that has met all requirements to be eligible for auction by the Contractor.

Administrative Hearing Officer means the Director or his/her designee acting pursuant to the provisions of RCW 46.55.240(1)(d) and WAC 308-61-168(2).

Claimant means the registered owner of an impounded vehicle, or a person authorized by the registered owner, or one who has purchased the vehicle from the registered owner, who produces proof of ownership or authorization, and who appears at the Contractor's place of business seeking to redeem an impounded vehicle.

Director means the Director of Executive Administration or his/her designee.

DTCZ means Downtown Traffic Control Zone.

DWLS means Driving While License Suspended.

DWLS Hold means an order placed on an impounded vehicle resulting from a driver cited for DWLS.

Evidence Hold means an order placed on an impounded vehicle for evidentiary or investigatory purposes requiring the Contractor to hold the vehicle until SPD notifies the Contractor to remove the hold and to make the vehicle available for redemption or disposal.

Hazardous Waste means any waste that will persist in a hazardous form for several years, and in the persistent form and if improperly disposed would present an extreme hazard to man or the environment.

Immediately Hazardous Material means chemicals or substances that, if not properly handled and contained, may cause immediate unacceptable risks to human life and/or the environment. An Immediately Hazardous Material may be present when a person experiences eye and/or lung irritation, detects a suspicious odor or an uncontrolled spillage of a combustible liquid, or has other reason to believe the material may require unusual storage or transportation to assure safe containment.

Illegally Dumped Waste means solid waste greater than one cubic foot in volume that must be removed from or around a vehicle before the vehicle can be safely towed. The term includes Hazardous Waste but does not include Immediately Hazardous Materials.

Litter means solid waste such as, but not limited to, disposable packages and containers equal to or less than one cubic foot in volume.

Officer means a sworn Officer or a Parking Enforcement Officer of the Seattle Police Department or of another public safety agency with an interlocal agreement with the SPD.

Request Received means the point in time when the vehicle location is confirmed by the Contractor's dispatcher with SPD Communications, or the time stamp on the facsimile or other communication sent by SPD.

Response time means the time interval from the time when the Contractor's dispatcher receives a request for service to the time that the tow truck arrives at the vehicle location.

Special Event means a concert, sporting event, parade, 91N enforcement, or other activity resulting in an unusually large number of impounds during a short period of time.

Vehicle means every device capable of being moved upon a street, alley, or public highway and in, upon, or by which any person or property is or may be transported or drawn upon a street, alley, or public highway, and every item of personal property that may be registered or titled with the State of Washington Department of Licensing. The term does not include

devices moved by human or animal power or used exclusively upon stationary rails or tracks. "Vehicle" shall also mean automobile hulks or junk vehicles as defined by SMC 11.14.045 and RCW 46.55.010.

## **8. Scope of Services**

**8.1 Request for Impound Services:** SPD will request the Contractor to perform impound services as follows:

**8.1.1 Designation of Vehicle for Impound:** For every request for an impound, SPD shall affix to the vehicle or provide to the Contractor at the time and place of the impound a hardcopy of:

8.1.1.1 notice of parking infraction, and/or

8.1.1.2 vehicle report.

**8.1.2 Request for Impound on a Pre-Scheduled Basis:** SPD will provide the Contractor with priority route(s) and designated start and end times for impound services during peak traffic hours within restricted parking locations, and for Special Events. The Contractor shall be immediately available at the beginning of the route(s) and at the start of the designated time. The Contractor will consider a parking infraction affixed to the vehicle as SPD's request for impound. The Contractor shall impound such vehicle only when the Contractor can complete the removal prior to the expiration of the time during which parking is prohibited.

**8.1.3 Request for Impound for a Specific Vehicle:** SPD will request the Contractor to impound a specific vehicle. At a minimum, SPD will provide the Contractor with the vehicle location, number of vehicles, the type of vehicle, and indicate whether an officer is standing-by. SPD will make good faith effort to inform the Contractor whether special equipment such as a Class B, C or Class E Flatbed tow truck is required, and whether the vehicle will be towed to a City facility. The Contractor will receive requests for vehicle impound:

8.1.3.1 by telephone from SPD Communications for an immediate impound;

8.1.3.2 by appointment scheduled between an Officer and the Contractor for a specific location and time, or

8.1.3.3 by communication from an Officer for an impound to occur within 24 hours of the Contractor's receipt of such request.

**8.2 Contractor Response:** Upon request by SPD, the Contractor shall impound vehicles within the Contracted Zone. From time to time on a non-exclusive basis, SPD may also request the Contractor to impound vehicles that are located outside the Contracted Zone or outside the Seattle City limits, including but not limited to recovery of a vehicle from another jurisdiction or from another tow operator's lot.



8.3 Performance Standards: The Contractor shall meet or exceed the following performance standards. Contractor performance shall be measured by SPD.

8.3.1 Answering Dedicated Telephone: The Contractor shall answer the telephone dedicated to calls from SPD with direct, live voice communication within eight rings.

8.3.2 Accepting Request: The Contractor shall accept every request for impound.

8.3.3 Response Time with Officer Standing-By or in DTCZ: When a Class A tow truck is needed to perform the tow, the Contractor shall respond within 30 minutes. When a Class B, Class C, or Class E tow truck is needed to perform the tow, the Contractor shall respond within 60 minutes.

8.3.4 Response Time without Officer Standing-by or outside DTCZ: When a Class A tow truck is needed to perform the tow, the Contractor shall respond within 45 minutes. When a Class B, Class C, or Class E tow truck is needed to perform the tow, the Contractor shall respond within 60 minutes.

8.3.5 Appointment Time: The Contractor shall be present at the named location at the scheduled time.

8.3.6 Response Time for Impound of Vehicles with 91N Parking Infractions: The Contractor shall respond within 24 hours.

#### 8.4 Failure to Meet or Exceed Performance Standards

8.4.1 SPD May Cancel Request: In the event the Contractor cannot perform within the applicable performance standard, the Contractor shall immediately notify SPD Communications. SPD, at its option, may extend the response time, or may cancel the request. In the event SPD cancels the request, it may request an out-of-zone Contractor or a non-contract tow operator to impound the vehicle and tow the vehicle to its lot. In no event shall the Claimant pay more than the lower of the in-zone and the out-of-zone Contract rate or non-contract rate. In the event the out-of-zone Contract rate or non-contract rate is higher than the in-zone Contract rate, the in-zone Contractor shall pay the difference between the two rates to the out-of-zone Contractor or non-contract operator. A Claimant redeeming the vehicle must be provided taxicab transportation, at the in-zone Contractor's expense, from the in-zone Contractor's primary lot to the out-of-zone Contractor's primary lot or non-contract tow operator's lot within twenty minutes of the Claimant's arrival at the in-zone Contractor's primary lot.

8.4.2 City May Assess Liquidated Damages: In the event the Contractor's performance does not fall within the performance standards specified in Section 8.3 and the City does not grant an exemption, the City may assess and the Contractor shall pay liquidated damages as described in Section 12 of this Contract.

8.5 Exemptions to Performance Standards: If requested in writing by the Contractor, the City may excuse adherence to a time or performance standard in a situation where in the City's sole judgment, performance was beyond the Contractor's control. The City shall



review each such incident of failure to perform and consider among other factors dispatch times, traffic, street blockages, severe weather, and whether the Contractor notified the City in advance that a response time was expected to exceed the maximum response time. If the City determines the circumstances warrant, the City shall grant an exemption of the response from the performance standards. The following subsections describe situations when the City shall grant an exemption.

8.5.1 Civil Emergency: SPD shall grant exemptions from all performance standards during a civil emergency as defined by SMC Chapter 10.02. See also Section 8.23 of this Contract.

8.5.2 Two or More Tow Trucks Requested to One Impound Site: When two or more tow trucks are requested at one impound site, the first arriving tow truck shall be held to the response time standard. SPD shall grant an exemption for each tow truck arriving thereafter, provided the second tow truck arrives at the location of the impound within 60 minutes.

8.5.3 Response Location Errors: If SPD provides the Contractor with an inaccurate address, the City shall grant a response time exemption. The City shall not grant a response time exemption for location errors made by Contractor's dispatch personnel.

8.5.4 Response Delayed by Accident: If a tow truck is involved in an accident en route to an impound site and cannot continue to respond to the call, the City will grant an exemption only if the accident is not the fault of the Contractor, and the Contractor notifies SPD Communications and dispatches another tow truck to the impound site.

8.6 Impound of Vehicle and Safekeeping of Documentation: The Contractor shall impound a vehicle only when a notice of parking infraction and/or a vehicle report is affixed to the vehicle or provided to the tow truck operator at the time and place of the impound. Upon impounding a vehicle, the Contractor shall remove the notice of parking infraction and/or vehicle report from the vehicle and shall hold such documents for safekeeping and delivery to the Claimant.

8.7 Hook and Release: The Contractor shall release an impounded vehicle to a person claiming the vehicle at the location of the impound provided:

8.7.1 SPD has designated the vehicle for impound by a parking infraction or by a vehicle report indicating the vehicle is a 'stolen recovery;'

8.7.2 The person arrives at the location after the Contractor has attached a hook to the vehicle and lifted its wheels off the ground and before the tow truck has left the location of the impound with the impounded vehicle in tow;

8.7.3 The person provides reasonable proof of ownership or authorization to operate the vehicle; and

8.7.4 The person tenders the applicable payment to the Contractor.

8.8 Towing Under Special Conditions: At the direction of SPD, the Contractor shall move or impound a vehicle otherwise legally parked but obstructing access to a public utility facility, obstructing passage of an oversize vehicular load, or obstructing access on a street or alley. At the time and location of the move or impound, the Contractor shall obtain from SPD the name of the person, agency or utility requesting the move or impound, its invoicing address, and its representative's name.

8.9 Care And Skill: During the impounding, towing and storage of a vehicle and at all times a vehicle is in the Contractor's care and custody, the Contractor shall use reasonable care and skill, and shall employ generally accepted industry practices in conformity with SMC Ch. 11.30, Ch. 46.55 RCW, and WAC Ch. 308-61. The Contractor shall also adhere to the operational procedures for contracted towing businesses adopted by the Washington State Patrol as set forth in WAC Ch. 204-91A to ensure that a vehicle is adequately protected.

8.9.1 Preservation of Evidence: For vehicles impounded as a result of an Evidence Hold, the Contractor shall coordinate with the on-scene Officer for preservation of evidence during towing and storage.

8.9.2 Secure Load: Prior to towing a vehicle, the Contractor shall secure any load capable of shifting or falling from the vehicle while being impounded. If the amount or nature of the load contained in the vehicle prevents the Contractor from securing the load, the Contractor shall immediately notify the officer, if present, or SPD Communications, and shall not tow the vehicle. SPD Communications shall cancel the request for impound.

8.9.3 Clean Up and Removal of Vehicle Debris: When an SPD officer is present at the vehicle location, the Contractor shall coordinate with the officer for clean up and removal of vehicle debris. Unless directed by SPD not to clean up or remove vehicle debris, the Contractor shall remove broken glass or other vehicle debris or parts associated with the vehicle to be impounded. As a courtesy, the Contractor may treat small oil, gasoline, or other fluid spills.

8.9.4 Litter Removal: As a courtesy, the Contractor may remove litter located immediately adjacent to the impounded vehicle. If the litter is in the roadway and presents a hazard, the Contractor shall immediately notify SPD Communications.

8.9.5 Illegally Dumped Waste: If there is illegally dumped waste not contained or securable within the vehicle, the Contractor shall immediately notify SPD Communications. The Contractor shall tow the vehicle if able to do so without having to first remove the waste. Otherwise, SPD Communications shall cancel the request for impound.

8.9.6 Immediately Hazardous Material: The Contractor shall immediately notify SPD Communications if a vehicle appears to contain Immediately Hazardous Material, provide a description of the materials, and shall not tow the vehicle. SPD shall cancel the request for impound .see comments above in definitions.



8.10 Towing and Storage: The Contractor shall tow an impounded vehicle from the location of the impound to the Contractor's primary lot. The Contractor shall store the vehicle at the primary lot except when:

8.10.1 SPD directs the Contractor to tow the vehicle to a City facility;

8.10.2 SPD directs the Contractor to tow the vehicle with an Evidentiary Hold to its secondary lot;

8.10.3 SPD notifies the Contractor of a Special Event, and at least 24 hours prior to the event the Contractor notifies SPD Records that the Contractor may tow vehicles to its secondary lot;

8.10.4 The parking infraction indicates the vehicle is impounded as a result of a 91N parking infraction, in which case the Contractor may tow the vehicle directly to its secondary lot, or

8.10.5 The vehicle has been inspected by a law enforcement officer and certified as a "junk vehicle," and no registered or legal owner information has been determined by the Washington State Department of Licensing, in which case the Contractor may dispose of the vehicle pursuant to RCW 46.55.230.

8.11 Notice of Impound to City: Within one hour after the arrival of a vehicle to the Contractor's lot, the Contractor shall notify SPD Records of the impound by providing the information listed in Exhibit 2.

8.12 Owner Registration Information: Within twelve hours after the Contractor notifies SPD of the impound, SPD Records will transmit owner registration information to the Contractor.

8.13 Notice of Impound to Registered Owner: The Contractor shall notify the registered owner in the manner prescribed by RCW 46.55.110 and SMC 11.30.100.

8.14 Procedures For Vehicles Impounded for Driving While License Suspended (DWLS)

8.14.1 Contractor Shall Hold Vehicle: When the vehicle report states that the vehicle is impounded for DWLS, the Contractor shall hold and not release the vehicle until otherwise ordered by SPD, or as otherwise provided in RCW 46.55.120(1)(c) and (d).

8.14.2 Hold Status: SPD Records will notify the Contractor whether the DWLS Hold:

8.14.2.1 is lifted and the vehicle is eligible for release, or

8.14.2.2 is assigned a DWLS Hold period for 30, 60, or 90 days.

8.14.3 Release of Vehicle: The Contractor shall make an impounded vehicle with a DWLS Hold available for release to a Claimant only when ordered by SPD, or as otherwise provided in RCW 46.55.120(1)(c) and (d). Notwithstanding the assigned



DWLS Hold period or the provisions of RCW 46.55.120, the Contractor shall release an impounded vehicle with a DWLS Hold to a Claimant only when it has received a SPD order for release and on or after the specific time and date indicated on the order. The SPD order shall state "Owner Pay," "City Pay/Time Payment," or "City Pay."

#### 8.14.4 Availability for Auction

8.14.4.1 If the Claimant pays the Contractor a 50% deposit of the estimated Storage Fee within 120 hours of the time of impound, the Contractor shall hold the vehicle until it receives a SPD order to release the vehicle; provided, however, the vehicle is eligible for immediate release pursuant to the exceptions set forth in RCW 46.55.120. The vehicle shall be available for release to Claimant or for auction after the Contractor receives the SPD order.

8.14.4.2 If the Claimant does not pay the Contractor a 50% deposit of the estimated Storage Fee within 120 hours of the time of impound, the Contractor may prepare the vehicle for auction.

8.14.4.3 If a vehicle scheduled for auction is pulled off the auction list either by a court order authorizing the City to pay, or by authority of SPD, the City will pay for those additional storage days caused by the removal of the vehicle from auction. Otherwise, the Claimant shall be liable for the cost of additional storage days.

#### 8.14.5 Reporting to SPD Records

8.14.5.1 **Deposit by Claimant:** Within 24 hours from the time of receiving a deposit from a Claimant, the Contractor shall notify SPD Records by providing the information listed in Exhibit 2.

8.14.5.2 **Vehicles Prepared for Auction:** Once a week and at least five calendar days prior to auction, the Contractor shall provide SPD Records with a list of vehicles with DWLS Holds that the Contractor is preparing for auction. The Contractor shall provide the information listed in Exhibit 2. Within 72 hours of receiving the list, SPD Records will notify the Contractor that the auction of a vehicle is approved, or that the vehicle should be pulled off the auction list, the hold should continue.

#### 8.15 Procedures For Evidence Holds

8.15.1 Contractor Shall Hold Vehicle: When the Vehicle Report states the vehicle is impounded for Evidence Hold, the Contractor shall hold and not release the vehicle until otherwise ordered by SPD.

8.15.2 Release of Vehicle: The Contractor shall make an impounded vehicle with an Evidence Hold available for release to a Claimant only when ordered by SPD. The SPD order shall state "Owner Pay," or "City Pay." The Claimant shall be responsible for



payment of any storage fees incurred after 48 hours following the time the Contractor receives the SPD order marked "City Pay."

8.15.3 Reporting to SPD Records: Once a week, the Contractor shall provide SPD Records with a list of vehicles with Evidence Holds stored by the Contractor. The Contractor shall provide the information as listed in Exhibit 2.

8.15.4 Towing of Non-Vehicle Personal Property for Evidence Purposes: From time to time SPD may request the Contractor to tow non-vehicle personal property for evidence purposes. SPD shall direct the Contractor to tow the non-vehicle personal property to a facility other than to the Contractor's lot. The Contractor shall be responsible only for towing the non-vehicle personal property in the same manner prescribed for vehicle towing, provided that once the non-vehicle personal property has been towed to such facility, the Contractor shall not be responsible for storing, protecting, releasing, or disposing of the non-vehicle personal property.

#### 8.16 Moving Vehicles And Secondary Tows

##### 8.16.1 Moving a Vehicle from Contractor's Primary Lot to Secondary Lot

8.16.1.1 Vehicle without a Hold(s): Except for a vehicle with an Evidence or DWLS Hold(s), the Contractor, at its own expense, may move an impounded vehicle to its secondary lot after the vehicle has been stored at the Contractor's primary lot for at least 24 hours.

8.16.1.2 Vehicle with a DWLS Hold: If a DWLS Hold is placed on the impounded vehicle, the Contractor, at its own expense, may move the vehicle to its secondary lot after receiving notice from SPD assigning a minimum hold period, or after the vehicle has been stored at the Contractor's primary lot for at least 48 hours, whichever occurs first.

8.16.2 Moving a Vehicle from Contractor's Secondary Lot to Primary Lot: Except for a vehicle with an Evidence Hold(s), the Contractor, at its own expense, may move an impounded vehicle from the Contractor's secondary lot to its primary lot at any time.

8.16.3 Secondary Tow Directed by SPD: A secondary tow is one where the vehicle has been previously impounded and is being moved at the direction of SPD from one location to another.

8.16.3.1 Upon direction by SPD and at the City's expense, the Contractor shall tow such an impounded vehicle:

- a) From the Contractor's lot to a City facility;
- b) From one City facility to another City facility; or
- c) From the Contractor's primary lot to its secondary lot.



8.16.3.2 Upon direction by SPD and at the expense of the party as ordered by court order or SPD notice, the Contractor shall tow an impounded vehicle from a City facility to the Contractor's primary lot.

8.16.4 Notice to City of Moving a Vehicle or Secondary Tow: Within one hour of completion of moving a vehicle or of a secondary tow, the Contractor shall notify SPD Records by providing the information as listed in Exhibit 2.

#### 8.17 Release Procedures

8.17.1 Vehicles with DWLS Holds or Evidence Hold(s): SPD may place a DWLS Hold and/or one or more Evidence Holds on an impounded vehicle. The Contractor shall not make any vehicle with a DWLS Hold and/or Evidence Hold available for release until the Contractor receives an order from SPD for each Hold, and only on or after the latest time and date indicated on any of the SPD orders. Each SPD order shall state "Owner Pay," "City Pay/Time Payment," or "City Pay."

8.17.2 Disposition of Vehicle by Court Order: The Contractor shall comply with an order for disposition of an impounded vehicle from a court of competent jurisdiction.

8.17.3 Release: Within 30 minutes of a Claimant's request for redemption of an impounded vehicle, the Contractor shall release and deliver possession of the vehicle to the Claimant at the Contractor's release facility, provided:

8.17.3.1 There are no Holds on the vehicle;

8.17.3.2 The requirements of RCW 46.55.120 are satisfied;

8.17.3.3 The Contractor has notified the Claimant of his or her right to a hearing, or the Claimant has had such hearing;

8.17.3.4 The Claimant possesses and presents a valid Driver's License issued by the State of Washington or other governmental unit authorized to issue such a license, presents a validly licensed driver to drive the vehicle, or arranges to have the vehicle otherwise removed; and

8.17.3.5 The Contractor receives payment from the Claimant and/or receives an order from a court of competent jurisdiction, a notice from SPD, or a notice from the Director stating how payment will be made. The Claimant shall pay any storage charges exceeding those indicated by the order or notice as payable by the City.

8.17.4 Method of Payment: The Contractor shall accept all methods of payment as allowed by and pursuant to RCW 46.55.120.

8.17.5 Receipt: The Contractor shall prepare a receipt using uniform, sequentially numbered forms for every impounded vehicle that leaves the Contractor's custody and control except for those stolen or driven out without being properly redeemed. The



receipt shall be prepared at the time the vehicle leaves the Contractor's custody and control and shall contain the information required by the City (see Exhibit 2). The Contractor shall deliver one copy of the receipt to the person to whom the vehicle is redeemed and shall keep one copy, filed serially in the order of the receipt number.

8.17.6 Special Notification of Redemption: If so requested by SPD, the Contractor shall immediately notify SPD of the date and time of redemption of any specific vehicle.

#### 8.18 Abandoned Vehicles

8.18.1 Abandoned Vehicle Report to Department of Licensing: The Contractor shall send an Abandoned Vehicle Report to the Washington State Department of Licensing for any vehicle that remains in the Contractor's possession longer than 120 consecutive hours. Such report shall contain such information and be forwarded to the Department of Licensing in the manner provided in RCW 46.55.100 (2), including but not limited to items of personal property registered or titled with the Department of Licensing. In the event the abandoned vehicle is sold at public auction, the Contractor shall send another Abandoned Vehicle Report to the Department of Licensing, with a copy to SPD Records, within 14 days of sale of the abandoned vehicle in the manner prescribed by RCW 46.55.100 (4).

8.18.2 Procedure for Sale and Notice of Sale: Any impounded vehicle not redeemed within 15 days of mailing of the notice required by Section 8.13 of this Contract shall be deemed abandoned and available for public auction. The abandoned vehicle may be sold at public auction by the Contractor only by following the procedures for sale pursuant to chapter 46.55 RCW, as hereinafter amended, WAC Ch. 308.61, as hereinafter amended, and SMC 11.30.200, as hereinafter amended.

8.18.3 Contents of Vehicles That Are Not Redeemed: Pursuant to RCW 46.55.090 (4) and chapter 63.32 RCW, the Contractor shall turn over to SPD personal belongings not claimed before the auction and as prescribed by SPD (see Exhibit 3).

8.18.4 Disposal of Hazardous Waste: In the event an abandoned vehicle is not salable because it contains hazardous waste, the Contractor may remove and dispose of such waste. If the estimated cost of disposal exceeds \$500, the Contractor shall coordinate with the City's Contract Administrator prior to disposal. The City's Contract Administrator will approve payment by the City in excess of \$500 and will direct the Contractor to dispose the waste by:

8.18.4.1 The Contractor, who will dispose of the Hazardous Waste at a solid waste facility pursuant to procedures established by the City, or

8.18.4.2 The City or its agent disposing the Hazardous Waste.

#### 8.19 Notices and Forms for Hearings

8.19.1 Signs: The City shall prepare, print, and deliver to the Contractor one or more signs notifying persons whose vehicles have been impounded pursuant to this Contract



of their general rights under SMC Ch. 11.30, and shall designate a conspicuous place for the posting of such sign in each office of the Contractor where impounded vehicles may be redeemed. The Contractor shall post such sign in each designated place and shall maintain it in such a manner as to ensure that it is at all times legible and clearly and completely visible to any person who comes to the Contractor's office to redeem an impounded vehicle.

8.19.2 Notification of Right of Redemption and Opportunity for a Hearing: The City shall print, prepare and deliver to the Contractor a Notification of Right to Redemption and Opportunity for a Hearing form ("Notification Form") which notifies a Claimant of his or her right to a hearing in accordance with RCW 46.55.120 and SMC 11.30.120. The Contractor shall provide each Claimant seeking to claim a vehicle with this Notification form and shall obtain the Claimant's signature acknowledging receipt of this Notification form at the time the Contractor provides the Claimant with such form. The Contractor shall maintain sufficient numbers of forms to ensure that all Claimants will be provided with a form.

8.19.3 Request for Hearing: The City shall prepare, print and deliver to the Contractor two types of Request for Hearing forms ("Hearing Forms") which are used by a Claimant to request a hearing in the Seattle Municipal Court or with the Administrative Hearing Officer. The Contractor shall maintain sufficient numbers of forms to ensure that all Claimants will be provided with the appropriate forms.

8.19.4 Accessibility of Forms: The Contractor shall post a copy of the Notification Form and both Hearing Forms in a conspicuous place, and shall maintain them to ensure that they are at all times legible and visible to any person who comes into the Contractor's release facility to redeem an impounded vehicle.

8.19.5 Completion of Request for Hearing Form: Pursuant to RCW 46.55.120(1)(a), only the registered owner, the legal owner, the insurer of the vehicle, a person who has purchased the vehicle from the registered owner and produces satisfactory proof of ownership, or a person authorized, in writing or otherwise, by the owner may sign a Request for Hearing Form. The Contractor shall collect and verify documentation in support of a person's right to request a hearing when such person arrives at the Contractor's facility seeking to redeem a vehicle. The Contractor shall also review the form and ensure that all of the blank spaces in the Request for Hearing form are fully and legibly completed, that the person requesting a hearing has signed the form, and that each copy of the form has been completed.

8.19.6 Delivery of Hearing Forms to City: Not less than once each day, except Saturdays, Sundays, and City holidays, the Contractor shall transmit to the appropriate City agency all white original copies of completed Hearing Forms that have not been previously transmitted to such agency.

8.19.7 Retention of Copy of Hearing Forms: The Contractor shall maintain completed Hearing Forms and associated documents in an orderly manner as may be specified by the Director to assure easy access and reference to the records.

8.19.8 Individual Notification: The Contractor shall not hold a properly claimed vehicle as security for payment of impound or storage fees unless the person claiming the vehicle has been individually informed of his/her right to a hearing.

8.19.9 Change in Procedures: The City, from time to time, may change the procedures for informing persons of impounded vehicle redemption rights. The City will advise the Contractor in writing of any such changes and the Contractor shall implement those changes.

## 8.20 Complaints

8.20.1 Response to Complaints: The Contractor shall promptly and courteously respond to all complaints by the public and shall not unreasonably or arbitrarily delay or refuse to pay any claim resulting from its act or omission in impounding a vehicle pursuant to this Contract. This duty shall include providing the name and telephone number of the Contractor's insurance company and claims agent, if requested by a complainant.

8.20.2 Instructions on Filing Claims: The Contractor shall prominently display to the public and provide to a complainant instructions on how to file a claim against the Contractor for relief from damages or loss resulting from the Contractor's tow or storage of the complainant's vehicle. The instructions shall include the procedure for filing a complaint against the Contractor with the Contractor's insurance company and in the venue of District Court (or if the complaint request only the recovery of \$4,000 or less, in the Small Claims Department of the District Court).

8.21 Communications with City: The Contractor shall communicate with SPD in performing impound services on a day-to-day basis as described in this Contract. Additionally, the Contractor will communicate with the City's Contract Administrator on an as-needed basis for submittal of claims for payment and of administrative fees, auditing Contractor lots, inspecting lots, and resolving operational concerns. The City's Contract Administrator may schedule periodic meetings with the Contractor.

8.22 Records: The Contractor shall prepare and maintain the following records and transmit those records to SPD or the City's Contract Administrator upon request (see Appendix B, Exhibit 2):

8.22.1 Dispatch Log, whether or not the vehicle was towed to the Contractor's lot;

8.22.2 Master Log, and

8.22.3 Receipts.

8.23 Major Emergencies or Disasters: The City may undergo an emergency or disaster that may require the Contractor to either increase or decrease quantities from normal deliveries, or that may disrupt the Contractor's ability to provide normal performance. Such events may include, but are not limited to, a storm, high wind, earthquake, flood,



hazardous material release, transportation mishap, loss of utility service, fire, terrorist activity or any combination of the above. In such events, the following shall apply.

8.23.1 The City shall notify the Contractor that the City is experiencing an emergency or disaster, and will request emergency and priority services from the Contractor.

8.23.2 Upon such notice by the City, the Contractor shall provide to the City goods and/or services in the quantities and schedule specified by the City, following the conditions named in this Section.

8.23.3 The City of Seattle shall be the customer of first priority for the Contractor. The Contractor shall provide its best and priority efforts to provide the requested goods and/or services to the City of Seattle in as complete and timely manner as possible. Such efforts by the Contractor are not to be diminished as a result of Contractor providing service to other customers.

8.23.4 If the Contractor is unable to respond in the time and/or quantities requested by the City, the Contractor shall make delivery as soon as practical. The Contractor shall immediately assist the City to the extent reasonable, to gain access to such goods and/or services. This may include:

8.23.4.1 Coordinating with other distributors or subsidiaries beyond those in the local region to fulfill order requests;

8.23.4.2 Offering the City substitutions provided the Contractor obtains prior approval from the City for such substitution.

8.23.5 The Contractor shall charge the City the price determined in this Contract for the goods and services provided. However, in the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall charge the City a price not to exceed the cost/profit formula found in this Contract.

8.24 Tow Contractor Requirements: In addition to the requirements for Registered Tow Truck Operators pursuant to SMC Chapters 6.214 and 11.30, chapter 46.55 RCW, and WAC Chapters 308-61 and 204-91A, the Contractor shall meet or exceed the following requirements at all times.

8.24.1 Tows Trucks and Tow Truck Equipment: The Contractor shall own, lease, or subcontract tow truck equipment classified as Class A or D, Class B, Class C, and Class E. The Contractor shall have sufficient number and classes of tow truck and tow truck equipment to respond to all requests for impound 24 hours per day, 7 days per week, within the response times set forth in Section 8.3, Performance Standards.



### 8.24.2 Personnel:

8.24.2.1 Key Person: The Contractor shall designate a Key Person who shall have overall responsibility for the services provided by this Contract, and who shall be the primary contact between the Contractor and the City's Contract Administrator.

8.24.2.2 Drivers: The Contractor shall have a sufficient number of drivers to respond to all requests for impound 24 hours per day, 7 days per week.

8.24.2.3 Dispatch Personnel: The Contractor shall have dispatch personnel available 24 hours per day, 7 days per week, to:

- a) receive requests for vehicle impound;
- b) dispatch requests for vehicle impound;
- c) notify SPD Records of impound pursuant to Section 8.11; and
- d) respond immediately to SPD information requests, such as verifying vehicle impound.

8.24.2.4 Release Facility Personnel: The Contractor shall have release facility personnel available to assist Claimants and release vehicles. The personnel shall be available 24 hours per day, 7 days per week.

8.24.2.5 Character and Competence of Personnel: The Contractor and the City shall ensure that their respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and shall not be tolerated. The Contractor's employees, agents, and subcontractors shall be competent and hold appropriate licenses and endorsements. The City may require the removal of any employee or subcontractor of Contractor, subject to appropriate investigation and determination, for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services under this Contract without the written consent of the City.

### 8.24.3 Communications System

8.24.3.1 Police Telephone Line: The Contractor shall provide a compatible ring down circuit as a Police Telephone Line between SPD and the Contractor that enables SPD Communications to establish direct voice communication with the Contractor's dispatch office. For the purpose of this Subsection, "direct" means by lifting a receiver, dialing a single digit number, or pushing a single button.

8.24.3.2 Telephone: The Contractor shall have a published telephone number for receiving calls from the public.

8.24.3.3 Two-Way Radio: The Contractor shall have two-way radio communication equipment and service for communication between the Contractor's dispatch personnel and its tow truck drivers.



8.24.3.4 Facsimile: The Contractor shall have a dedicated telephone number and facsimile equipment for receiving and transmitting documents.

8.24.3.5 E-mail: The Contractor shall have an e-mail address for exchanging e-mail with the City.

8.24.3.6 Data System: The Contractor shall have an electronic data system to produce and submit reports in MS Excel or ASCII format.

#### 8.24.4 Facilities and Storage Lots

8.24.4.1 Release Facility and Primary Storage Lot. The Contractor shall have a release facility and a primary storage lot for storing impounded vehicles. The Contractor's release facility shall be located at its primary storage lot. The release facility and primary storage lot shall be within the Contracted Zone, in a Zone adjacent to the Contracted Zone, or for Zones 1 and 2 within five miles of the City limits to the north, or for Zones 5 and 6 within five miles of the City limits to the south. The Release Facility shall be reasonably accessible to one or more public transit routes.

8.24.4.2 Secondary Storage Lot. The Contractor may have a secondary storage lot(s). For Zones 1 and 2, the secondary lot shall be located within the City limits or within five miles of the City limits to the north. For Zones 3 and 4, the secondary lot(s) shall be located within the Seattle City limits. For Zones 5 and 6, the secondary lot(s) shall be located within the City limits or within five miles of the City limits to the south.

8.24.4.3 Minimum Square Footage. The Contractor shall have minimum lot square footage available for storage of impounded vehicles. The minimum may be a combination of the area in the primary lot and in the secondary lot.

<u>Zone</u>	<u>Minimum Square Footage</u>
1	18,000
2	18,000
3	35,000
4	22,000
5	13,000
6	23,000

Contractor with more than one Contracted Zone shall provide the minimum lot square footage equal to the sum of its Contracted Zones.

The Contractor shall provide for enough area to allow reasonable access to any impounded vehicle stored at its primary or secondary lot. Nothing in this Section shall relieve the Contractor from its sole responsibility to ensure that the Contractor has sufficient storage lot capacity to service the Contracted Zones.



During Special Events, the Contractor for Zone 3 shall have lot availability for at least 90 vehicles.

8.24.4.4 Physical Conditions and Security. The Contractor's storage lots shall be kept surfaced, graded, drained, lighted, and free of obstacles and hazards such that a Claimant has reasonably safe and convenient access to the vehicle. The Contractor shall provide adequate security at its storage lots. All storage lots must be screened and fenced at all times. When an attendant is not on the premises, storage lot gates must be securely locked. All vehicles shall be secured as required by SMC Ch. 11.30, Ch. 46.55 RCW, and WAC Ch. 308-61. The Contractor shall also adhere to the requirements adopted by the Washington State Patrol as set forth in WAC Ch. 204-91A to ensure that a vehicle is adequately protected.

8.24.4.5 Approval Required. The Contractor's release facility and storage lots shall be subject to the initial and continuing approval of the City. The City may inspect the Contractor's release facility and storage lots at any time.

8.24.4.6 Other Storage Prohibited. The Contractor shall not store any impounded vehicle on a public street or any public property, or at any place other than at the approved primary or secondary lot.

**9. Fees Payable by Claimant:** Except for fees payable by the City pursuant to Section 10 of this Contract, the Contractor shall charge the following fees at the rates specified in Exhibit 5. No fee or rate other than the fees and rates specifically provided in this Contract may be charged. In the event a vehicle is impounded during one contract period and redeemed in a subsequent contract period, the applicable rates shall be the rates in effect at the time SPD authorized the impound.

9.1 Impound Fees: Impound fees shall include all services, except additional services, required to place the vehicle in a position to be towed, to tow the vehicle from the location of the impound to the storage lot, to unhook the vehicle, and to store the vehicle for the first twelve hours after the Contractor notifies SPD of the vehicle's impound. The types of Impound Fees are:

Class A - The Class A Impound Fee shall be charged when a Class A or Class D tow truck is used to impound a vehicle weighing 10,000 pounds Gross Vehicle Weight (GVW) or less. The Class A Impound Fee shall be based on a per impound basis.

Class B - The Class B Impound Fee shall be charged when a Class B tow truck is used to impound a vehicle weighing over 10,000 pounds GVW but less than 17,000 pounds GVW. The Class B Impound Fee shall be based on an hourly rate with a one-hour minimum. The chargeable time period shall start when the tow truck driver drives out of the Contractor's lot and shall end when the tow truck driver unhooks the vehicle. After the first hour, the rate shall be pro-rated to the nearest one-quarter hour.

Class C - The Class C Impound Fee shall be charged when a Class C tow truck is used to impound a vehicle weighing 17,000 pounds GVW or more. The Class C Impound Fee shall be based on an hourly rate with a one-hour minimum. The chargeable time period shall start when the tow truck driver drives out of the Contractor's lot and shall



end when the tow truck driver unhooks the vehicle. After the first hour, the rate shall be pro-rated to the nearest one-quarter hour.

Class E – The Class E Fee shall be charged when a Class E flatbed tow truck is used to impound any vehicle where preservation of evidence is of primary importance. The Class E Impound Fee shall be based on an hourly rate with a one-hour minimum. The chargeable time period shall start when the tow truck driver drives out of the Contractor's lot and shall end when the tow truck driver unhooks the vehicle. After the first hour, the rate shall be pro-rated to the nearest one-quarter hour.

9.2 Storage Fee: The Storage Fee shall be charged for each twelve-hour increment after the initial twelve hours following the Contractor's notification to SPD Records of the vehicle's impound. When the vehicle or combination thereof is more than 20 feet in length, the Contractor may charge an additional Storage Fee for each increment over 20 feet in length.

9.3 Additional Service Fees: The following fees for additional services may be charged when towing without such additional services would be impossible or would be hazardous to persons or property:

- 9.3.1 Dolly Fee: The Dolly Fee shall be charged on a per-impound basis. The Dolly Fee may be charged when a dolly is used for towing an impounded vehicle that cannot safely be towed on its own wheels, or that cannot otherwise be towed without damage. The Contractor shall not charge the Dolly Fee when the Contractor uses the dolly as a substitute for entering a locked vehicle, except when entry without damage is impossible, or as a substitute for disengaging locked steering mechanisms.
- 9.3.2 Winch Fee: The Winch Fee shall be charged on an hourly rate with a one-half hour minimum, and shall apply from the time the winch is attached to the vehicle to the time the winch is detached from the vehicle. After the first one half-hour, the rate shall be pro-rated to the nearest one-quarter hour. The Contractor may charge the Winch Fee when the Contractor uses the winch to recover a disabled or overturned vehicle, or to extricate the vehicle from another vehicle, object, water, ditch, hill, or embankment.
- 9.3.3 Extra Driver Fee: The Extra Driver Fee shall be equal to one half of the Class A Impound Fee, regardless of the class of equipment used for the impound. The Contractor shall charge the Extra Driver Fee when a second driver is necessary to safely impound a vehicle.
- 9.3.4 Extra Tow Truck Fee: The Extra Tow Truck Fee shall be equal to 75 percent of the applicable Impound Fee. The Contractor shall charge the Extra Tow Truck Fee when a second tow truck and driver is necessary to safely impound a vehicle.



9.3.5 **Mileage Fee:** The Mileage Fee shall be charged on a per-mile basis and shall apply to miles traveled between the Seattle City limit and the impound site when SPD directs the Contractor to impound a vehicle outside the City limits.

9.4 **Hook and Release Fee:** The Hook and Release Fee shall be 50 percent of the applicable Impound Fee, plus 50 percent of fees for any additional services performed.

9.5 **City Administrative Fee:** In accordance with SMC 11.30.290 and Seattle Rule 11-30-1, the Contractor shall collect a City Administrative Fee from the Claimant for each vehicle redeemed. The Contractor shall not collect the City Administrative Fee in a "hook and release" transaction. The Contractor shall remit all City Administrative Fees to the City pursuant to Section 11.1 of this Contract.

Current administrative fee amount. The administrative fees charged to the person redeeming an impounded vehicle shall be as follows:

9.5.1 For vehicles impounded pursuant to SMC 11.30.040 (1 through 6), the administrative fee shall be fifteen dollars (\$15).

9.5.2 For vehicles impounded pursuant to SMC 11.30.040 (7) (parking scofflaw), the administrative fee shall be sixty-seven dollars (\$67).

9.5.3 For vehicles impounded pursuant to SMC 11.30.105 (driving while license suspended), the administrative fee shall be sixty-seven dollars (\$67).

## **10 Fees Payable By the City:**

10.1 **Time Payment Arrangement:** When a Claimant arranges for time payment with the City, and the Contractor receives an order from a court of competent jurisdiction clearly marked "City Pay/Time Payment," the City shall pay the Contractor fees at the rates established in Exhibit 5.

10.2 **Contractor Standby Fee:** The Contractor Standby Fee shall be based upon the hourly rate set forth in Exhibit 6. The Contractor may charge the Contractor Standby Fee when SPD directs the Contractor to wait or standby:

10.2.1 After arriving at the location upon SPD request and before operating the tow equipment or performing another impound service; or

10.2.2 After the vehicle is on-hook and before the Contractor leaves the location, for which the Contractor may charge for the time on standby in excess of 30 minutes. The fee shall be charged in ten minute increments with a ten minute minimum.

10.3 **City Pay:** The City shall pay the Impound, Storage, and Additional Service Fees at the rates set forth in Exhibit 6 under the following circumstances. The Contractor shall not charge, and the City will not pay, the City Administrative Fee under these circumstances.

10.3.1 **Impound with Secondary Tow to City Facility:** SPD directs the Contractor to tow the vehicle from the location of the impound to the Contractor's lot and then from



the Contractor's lot to a City facility. The City will pay the fees for the impound and additional services associated with the tow from the location of the impound to the Contractor's lot, for the storage for the time the vehicle is stored at the Contractor's lot, and for the tow and additional services associated with the tow from the Contractor's lot to the City facility.

10.3.2 Impound with Direct Tow to City Facility: SPD directs the Contractor to tow the vehicle from the location of the impound to a City facility. The City will pay the fees for the impound and additional services associated with the tow from the location of the impound to the City facility.

10.3.3 Between City Facilities: SPD directs the Contractor to tow the vehicle from one City facility to another City facility. The City will pay for the towing and additional services associated with the tow between City facilities.

10.3.4 Between Contractor Facilities: SPD directs the Contractor to tow the vehicle from the Contractor's primary lot to its secondary lot. The City will pay for the towing and additional services associated with the tow between lots.

10.3.5 Release Tow: SPD directs the Contractor to tow the vehicle from a City facility or the Contractor's secondary lot to the Contractor's Primary Lot and payment is ordered to be the City's responsibility by order of a court of competent jurisdiction, by the Director, or by SPD. The City will pay for the towing and additional services associated with the tow and storage, if applicable.

10.3.6 As Otherwise Ordered: Payment is ordered to be the City's responsibility by order of a court of competent jurisdiction, by the Director, or by SPD.

10.3.7 Towing Under Special Conditions: SPD directs the vehicle to be moved or impounded pursuant to Section 8.8, "Towing under Special Conditions."

10.4 Contractor Claims for City Payment: On or before the tenth day of each month, the Contractor shall deliver to the City's Contract Administrator a claim for payment for services incurred under this Contract by the City during the immediately preceding month. Such claim shall:

10.4.1 Be in the format specified by the City's Contract Administrator;

10.4.2 Be sworn to under penalty of perjury by the Contractor or an individual authorized by the Contractor to sign the claims;

10.4.3 Include an invoice for each item payable by the City with a copy of documents necessary to substantiate the invoice, and

10.4.4 Include a spreadsheet of Monthly Towing Statistics with the information and in the format required by the City's Contract Administrator.



10.5 Time for Payment: Within thirty (30) days after the City receives a correct and complete claim for payment from the Contractor, the City shall pay the Contractor by City warrant.

## **11 Contractor Payments to the City:**

11.1 Administrative Fees: On or before the tenth day of each month, the Contractor shall remit to the City's Contract Administrator the City Administrative Fees collected by the Contractor for all vehicles redeemed during the preceding month. The Contractor shall itemize the fees on such forms as provided by the City's Contract Administrator and remit the fees in the manner prescribed by the Director. The City shall assess interest in the amount of ten percent (10%) per annum of the administrative fees due when the Contractor does not report and remit the administrative fees within 60 days of the end of the month for which the fees were collected.

11.2 Liquidated Damages: The City shall invoice the Contractor for any liquidated damages assessed by the City. The Contractor shall pay the liquidated damages within 30 days of receipt of invoice.

## **12 Liquidated Damages:**

12.1 Liquidated Damages: This Contract provides for the payment by the Contractor of liquidated damages in certain circumstances of nonperformance, breach and default. The Contractor and the City agree that the City's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the liquidated damages provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred. Nothing in this Section shall be construed to limit any remedies, including termination, provided for herein with respect to any nonperformance, breach or default by the Contractor, unless excused from adherence as provided in Section 8.5 of this agreement.

12.1.1 Liquidated Damages for Not Answering Telephone: The Contractor shall be assessed liquidated damages of Two Hundred Forty dollars (\$240.00) for each instance in which the Contractor fails to answer the telephone within eight rings or with direct voice communication of any call from SPD Communications.

12.1.2 Liquidated Damages for Failing to Respond: The Contractor shall be assessed liquidated damages of Two Hundred Forty dollars (\$240.00) for each service request to which the Contractor refuses, declines, fails, or is otherwise unable to respond.

12.1.3 Liquidated Damages for Exceeding Response Standard with Officer Standing By or in DTCZ: For any response that exceeds 31 minutes when a Class A tow truck is needed, or 61 minutes when a Class B, Class C or Class E tow truck is needed, the Contractor shall be assessed liquidated damages at a rate of Twenty dollars (\$20.00) for each five minute increment to a maximum of Two Hundred Forty dollars (\$240.00).

12.1.4 Liquidated Damages for Being Late for Scheduled Appointment: For any response that exceeds 16 minutes, the Contractor shall be assessed liquidated damages

at a rate of Twenty dollars (\$20.00) for each five-minute increment to a maximum of Two Hundred Forty dollars (\$240.00).

12.1.5 Liquidated Damages for Exceeding Response Standard for Requests with 91N Parking Infractions: For any response that exceeds 25 hours, the Contractor shall be assessed liquidated damages at a rate of twenty dollars (\$20.00) for each hour to a maximum of two hundred forty dollars (\$240.00).

12.2 Notice of Failure to Meet Performance Standard and Assessment of Liquidated Damages: Within twenty calendar days of the Contractor's failure to meet a performance standard, the City's Contract Administrator shall notify the Contractor in writing of the failure and the assessment of liquidated damages. Such notification shall include:

- 12.2.1 the performance standard not met;
- 12.2.2 the date and time the performance standard was not met;
- 12.2.3 the officer(s) involved;
- 12.2.4 a description of the circumstances; and
- 12.2.5 an invoice stating the amount of the liquidated damages assessed.

12.3 Appeal of Notice of Failure to Meet Performance Standard: The Contractor may appeal to the Director any notice for failure to meet a performance standard and/or the assessment of liquidated damages. All such appeals shall be in writing, contain a complete statement of the grounds for the appeal, and be received by the Director within ten calendar days of the Contractor's receipt of the notice of failure. The Director shall examine each appeal and determine whether there were acceptable extenuating circumstances that caused or significantly contributed to the performance failure. If the Director determines the circumstances warrant, the Director shall grant an exception from the performance standard and/or liquidated damages. The ruling of the Director shall be final. The Contractor shall take all steps necessary to eliminate the causes of poor performance, and upon request shall provide the City with a summary of such corrective actions.

12.4 Liquidated Damages Waived for Start-Up Period: The City shall waive assessment of liquidated damages for the first ninety (90) days of the term of the Contract.

### **13 Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment, Non discrimination in providing services:**

13.1 Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory,



mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

13.2 In accordance with Seattle Municipal Code Chapter 20.42, Contractor shall actively solicit the employment and subcontracting of women and minority group members when necessary and commercially useful for purposes of fulfilling the scope of work required for this Contract. Contractors shall actively solicit subcontracting bids from subcontractors as needed to perform the work of this contract, from qualified, available and capable women and minority businesses. Contractors shall consider the grant of subcontracts to women and minority bidders on the basis of substantially equal proposals in the light most favorable to women and minority businesses. At the request of the City, Contractor shall promptly furnish evidence of the Contractor's compliance with these requirements.

13.3 If upon investigation, the Director finds probable cause to believe that the Contractor has failed to comply with the requirements of this Section, the Contractor shall notified in writing. The Director shall give Contractor an opportunity to be heard, after ten calendar days' notice. If, after the Contractor's opportunity to be heard, the Director still finds probable cause, s/he may suspend the Contract and/or withhold any funds due or to become due to the Contractor, pending compliance by the Contractor with the requirements of this Section.

13.4 Any violation of the mandatory requirements of this Section, or a violation of Seattle Municipal Code Chapter 14.04 (Fair Employment Practices), Chapter 14.10 (Fair Contracting Practices), Chapter 20.45 (City Contracts – Non-Discrimination in Benefits), or other local, state, or federal non-discrimination laws, shall be a material of contract for which the Contractor may be subject to damages and sanctions provided for by the Contract and by applicable law. In the event the Contractor is in violation of this Section shall be subject to debarment from City contracting activities in accordance with Seattle Municipal Code Section 20.70 (Debarment).

#### **14 Equal Benefits:**

14.1 Compliance with SMC Ch. 20.45: The Contractor shall comply with the requirements of SMC Ch. 20.45 and Equal Benefits Program Rules implementing such requirements, under which the Contractor is obligated to provide the same or equivalent benefits ("equal benefits") to its employees with domestic partners as the Contractor provides to its employees with spouses. At the City's request, the Contractor shall provide complete information and verification of the Contractor's compliance with SMC Ch. 20.45. Failure to cooperate with such a request shall constitute a material breach of this Contract. (For further information about SMC Ch. 20.45 and the Equal Benefits Program Rules call (206) 684-0430 or review information at <http://cityofseattle.net/contract/equalbenefits/>.)

14.2 Remedies for Violations of SMC Ch. 20.45: Any violation of this Section shall be a material breach of Contract for which the City may:

- A. Require Contractor to pay actual damages for each day that the Contractor is in violation of SMC Ch. 20.45 during the term of the Contract; or

- B. Terminate the Contract; or
- C. Disqualify Contractor from bidding on or being awarded a City contract for a period of up to five (5) years; or
- D. Impose such other remedies as specifically provided for in SMC Ch. 20.45 and the Equal Benefits Program Rules promulgated thereunder.

**15 Publicity:** No news release, advertisement, promotional material, tour, or demonstration related to the City's purchase or use of the Contractor's product or services performed pursuant to this Contract shall be produced, distributed, or take place, without the prior, specific written approval of the City's Contract Administrator or his/her designee.

**16 Involvement of Former City Employees:** Contractor shall promptly notify the City in writing of any person who is expected to perform any of the Work and who, during the twelve (12) months immediately prior to the expected commencement date of such work or subcontract, was a City officer or employee. Contractor shall ensure that no Work or matter related to the Work is performed by any person (employee, subcontractor, or otherwise) who was a City officer or employee within the past twelve (12) months; and as such was officially involved in, participated in, or acted upon any matter related to the Work, or is otherwise prohibited from such performance by SMC 4.16.075.

**17 Antitrust:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore the Contractor hereby assigns to the City any and all claims for such overcharges except overcharges which result from antitrust violations commencing after the price is established under this Contract and which are not passed on to the City under an escalation clause.

**18 No Conflict of Interest:** Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**19 No Gifts or Gratuities:** Contractor shall not directly or indirectly offer gifts and resources to any person employed by the City that is intended, or may be reasonably intended, to benefit the Contractor by way of award, administration, or in any other way to influence purchasing decisions of the City. This includes but is not limited to, City Purchasing office employees and City employees that do business with, order, purchase or are part of decision-making for business, contract or purchase decisions. The Contractor shall not offer meals, gifts, gratuities, loans, trips, favors, bonuses, donations, special discounts, work, or anything of economic value to any such City employees. This does not prohibit distribution of promotional items that are less than \$25 when provided as part of routine business activity such as trade shows. Any violation of this provision may result in termination of this Contract. Nothing in this Contract prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

**20 Indemnification:** The Contractor shall fully indemnify and hold the City free and harmless from all liabilities, risks, costs (including attorneys' fees), claims, actions, suits, demands, losses, expenses, injuries or damages of any kind whatsoever, tangible or intangible, including any consequential damages that may accrue or be suffered by any person, including the



Contractor, its subcontractors, officers, employees, agents, invitees, and assigns, arising directly or indirectly out of, or in connection with any act or omission by the Contractor, or any of its subcontractors, or any of the officers, employees or agents of any of the same including but not limited to claims for labor or material in connection with any activity performed after the commencement of this Contract, or in behalf of the Contractor or any third party. In the event of any suit or action against the City, the Contractor, upon notice of the commencement thereof, shall appear and defend the same at its sole cost and expense, provided that in the event the City Attorney determines that one or more principles of governmental or public law are involved in such action, the City retains the right to participate directly in such action. In the event judgment is rendered against the City or the Contractor jointly, the Contractor shall cause same to be satisfied within ninety (90) days after the final determination thereof. The liability in this section shall not be diminished by the fact that any such debt, injury, damage, loss, cost or expense may have been contributed to or may be alleged to have been contributed to in part by the negligence of the City or any of its employees or agents. The indemnification provided for in this section shall survive any termination or expiration of this Contract. If any action is brought against the City by any employee of Contractor, the indemnification obligation of Contractor set forth in this section shall not be limited by a limit on the amount or type of damages, compensation or benefits payable by or for Contractor under RCW Title 51, the Industrial Insurance Act, or any other employee benefit act. In addition, solely for the purpose of giving full effect to the indemnities contained herein and not for the benefit of Contractor's employees or any third parties, Contractor waives its immunity under RCW Title 51. Contractor acknowledges that the foregoing waiver was mutually agreed.

**21 Insurance:**

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

21.1 Minimum Coverages and Limits, and Limits of Liability:

21.1.1 Garage Liability insurance or other equivalent coverages for the Contractor's scope of work under this Contract, 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
*Owned, Non-Owned, Leased and Hired	

21.1.2 Employers Liability/Stop Gap Liability insurance with a minimum limit of liability of \$1,000,000 each employee/accident/disease (may be placed separately).

21.1.3 Workers Compensation insurance in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW).



## 21.2 Requirements

21.2.1 Self-Insured Retentions or deductibles in excess of \$10,000 each loss must be disclosed and are subject to the City's approval.

21.2.2 Insurers must have a minimum A.M. Best's rating of A-: VII, be placed as a surplus lines placement by a Washington State licensed surplus lines broker or be approved by the City.

21.2.3 Insurance policies are subject to the City's approval as to form.

21.2.4 The City must be an additional insured as respects Garage Liability or other equivalent coverages for primary limits of liability that are not contributory with any insurance or self-insurance maintained by the City; the negligent acts of the City may, however, be excluded from coverage.

21.2.5 In accordance with the provisions of RCW 48.18.290, written notice of cancellation, accompanied by the actual reason therefore, must be actually delivered or mailed to the City not less than forty-five (45) days prior to the date of cancellation, except thirty (30) days for surplus lines placements procured under chapter 48.15 RCW and ten (10) days for cancellation for nonpayment of premiums.

21.3 Evidence of Insurance: Prior to undertaking any work under this Contract, Contractor shall cause to have filed a certificate of insurance or copies of declarations pages documenting the insurance coverages and minimum limits of liability specified herein. In addition, a copy of an ADDITIONAL INSURED ENDORSEMENT OR BLANKET ADDITIONAL INSURED POLICY WORDING evidencing coverage for the City as an additional insured under the garage liability or equivalent coverage(s) shall be attached. The evidence of insurance shall be sent to the City of Seattle's Purchasing and Contracting Services Division.

21.4 Subcontractors: The Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

**22 Inspection:** The Contractor shall keep all records, including records required by this Contract, the Traffic Code, and other applicable ordinances or statutes, pertaining to vehicles impounded pursuant to this Contract for six (6) years following the expiration or termination of this Contract. The Contractor shall keep the records for the last three (3) years at its regular business office. Thereafter, Contractor shall not remove any of the records from its regular business office without giving the City three (3) full business days advance notice in writing, specifying the particular records to be removed, the place to which they will be removed, and the date they will be removed. Records removed from the Contractors regular business office after three years must be stored as to be readily accessible within one day's time.

The Contractor shall keep the records in an orderly manner as may be instructed by the Director 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 8:00 a.m. and 5:00 p.m., Monday through Friday, except City holidays. The records shall, at all times, be physically located within King County, Washington.

Fourteen (14) calendar days prior to disposing of any record identified in this Section, the Contractor shall provide written notification to the Director of the Contractor's intent to dispose of said records. The notification shall contain sufficient information to clearly describe the records being disposed. In the event the City objects to the disposal of the records identified by the Contractor, the Contractor, at no expense to the City, shall arrange for the records to be delivered to the Director.

**23 Audit:** Upon request, Contractor shall permit the City to inspect and audit all pertinent books and records of Contractor, any subcontractor, or any other person or entity that performed work in connection with or related to the Work, at any and all times deemed necessary by the City, including up to six (6) years after the final payment has been made under this Contract. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City. The Contractor shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Contractor shall ensure that such inspection, audit and copying right of the City is an express term in any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform work under this Contract.

**24 Assignment and Subcontracting:** Contractor shall not assign or subcontract any of its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract except for Equal Benefit provisions. Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract, except for Equal Benefit provisions. The City's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

**25 Changes in Business Ownership:**

**25.1 Sale of Interest in Contract:** This Contract is a contract for personal services. The City entered into this Contract in reliance upon the honesty, integrity and good business judgment of the Contractor. The City does not consent to the sale, assignment or transfer of this Contract. The City does not consent to the inclusion of this Contract in the Contractor's sale of the Contractor's business to any other person without the City's prior written approval. In the event of the sale of the Contractor's business, the Contractor shall identify to the City the proposed buyer no later than fourteen (14) calendar days before the sale is made final. The buyer must meet all of the qualifications of the original Contractor to hold the Contract. Any attempt to transfer the Contract to a person not approved by the City shall result in the termination of this Contract.

**25.2 Change in Business Ownership:** The Contractor shall notify the City at least fourteen (14) calendar days prior to any change in the ownership of the Contractor's business. For the purposes of this subsection, a "change in ownership" shall include, but not be limited to, any



change in the identity of corporate officers or board of directors if the Contractor is a corporation. Any new owner must meet all of the qualifications of the original owner to hold the Contract. Any transfer of business ownership to a person or entity deemed by the City not to be qualified by its honesty, integrity or good business judgment to hold the Contract shall result in termination of this Contract. Any attempt to transfer the Contractor's interest in this Contract to a person or entity not approved by the City may result in the termination of the Contract.

25.3 Change in Business Ownership-Antitrust: Any change in ownership of the Contractor's business that tends to reduce competition within the tow industry in Seattle may result in the City's termination of this Contract, at its sole discretion, to avoid antitrust liability or the expense of defending against antitrust charges, whether or not the charges are well founded.

**26 Default of Other and Duty to Negotiate:** In the case of default or termination of another towing contractor for the convenience of the City, the City may request that Contractor make a proposal for assuming the work of the other towing contractor on either a temporary or permanent basis. In such a case, the Contractor shall negotiate in good faith with the City regarding terms and conditions for providing interim service as Contractor for the Impound Tow Zone previously covered by the defaulting towing contractor until a new contract for the Impound Tow Zone is solicited and awarded.

**27 Proprietary and Confidential Information:** The parties agree that they will not permit the duplication or disclosure of any information designated in advance by the other party as "Confidential and Proprietary" to any person (other than its own employee, agent, or representative who must have such information for the performance of that party's obligations hereunder) unless such duplication, use or disclosure is specifically authorized in writing by the other party or is required by law. "Confidential and Proprietary" information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain unless the entry of that information into the public domain is a result of any breach of this Contract. Likewise, "Confidential and Proprietary" information does not apply to information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality. Notwithstanding the foregoing, the Contractor recognizes that the City may be asked to disclose such information in response to a public disclosure request and Contractor shall follow the procedures outlined below. Disclosure by the City of any such information pursuant to a public disclosure request shall not be grounds for termination of this Contract nor shall it entitle the Contractor to recover damages or other compensation from the City.

#### 27.1 Contractor's Understanding and Obligations

27.1.1 Contractor understands that any records (including but not limited to bid or proposal submittals, the Contract, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under chapter 42.56 RCW. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.



27.1.2 Contractor must separate and clearly mark as “proprietary” information all records related to this Contract or the performance of this Contract that the Contractor believes are exempt from disclosure. Contractor is to be familiar with potentially-applicable public-disclosure exemptions and the limits of those exemptions, and will mark as “proprietary” only information that the Contractor believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.

27.1.3 If the City notifies the Contractor of a public disclosure request, and the Contractor believes records are exempt from disclosure, it is the Contractor responsibility to make its own determination and pursue a lawsuit under chapter 42.56 RCW to enjoin disclosure. The Contractor must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Contractor. It is the Contractor’s discretionary decision whether to file the lawsuit.

27.1.4 If Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record.

27.1.5 Notwithstanding the above, the Contractor must not take any action that would affect (a) the City’s ability to use goods and services provided under this Contract or (b) the Contractor’s obligations under this Contract.

27.1.6 Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

## 27.2 The City’s Obligations

27.2.1 The City will disclose those parts of records the Contractor has marked as “proprietary information” only to authorized persons unless:

27.2.1.1 the City receives a public disclosure request, in which case steps 2 and 3 below will be exercised before release of the information; or

27.2.1.2 the Contractor has given the City express advance written permission to disclose the records. “Authorized persons” means those City officers, employees, contractors and consultants for whom the proprietary information is necessary to perform their duties or obligations to the City. The term “proprietary information” does not include ideas, concepts, know-how or techniques related to any information that, at the time of disclosure, is in the public domain, unless the entry of that information into the public domain is a result of a breach of this Contract.

27.2.2 If the City receives a public disclosure request for records that Contractor has marked as “proprietary information”, the City may promptly notify the Contractor of the request. The City may postpone disclosing these records for ten business days after it has sent notification to the Contractor, in order to allow the Contractor to file a lawsuit under chapter 42.56 RCW to enjoin disclosure. It is the Contractor’s discretionary decision whether to file the lawsuit.



27.2.3 If the City has notified Contractor of a public disclosure request, and the Contractor has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City may disclose the record.

27.2.4 The City has no other obligations concerning records the Contractor has marked as "proprietary information" under this Contract. The City has no obligation to claim any exemption from disclosure. The City is not obligated or liable to the Contractor for any records that the City releases in compliance with this Section or in compliance with the order of a court of competent jurisdiction.

- 28 Contractual Relationship:** The relationship of Contractor to the City by reason of this Contract shall be that of an independent contractor. This Contract does not authorize Contractor to act as the agent or legal representative of the City for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.
- 29 Independent Contractor:** It is the intention and understanding of the Parties that Contractor shall be an independent contractor and that the City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of the Contractor shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that the City is not the exclusive user of the services that Contractor provides.
- 30 General Requirement:** Contractor, at no expense to the City, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of the City; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.
- 31 American with Disabilities Act:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to the City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.
- 32 Amendments:** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Contract, from time to time, by mutual agreement.
- 33 Conflict:** In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.



- 34 Liens, Claims and Encumbrances:** All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if the City requests a formal release of same shall be delivered to the City.
- 35 Executory Contract:** This Contract will not be considered valid until signed by duly authorized representatives of both parties.
- 36 Binding Effect:** The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 37 Venue:** The venue of any action brought hereunder shall be in the Superior Court for King County.
- 38 Remedies Cumulative:** Any remedies of the City under this Contract are non-exclusive. The City retains the right to choose the appropriate remedy for any violation of this Contract except as otherwise limited by this Contract. All remedies under this Contract are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 39 Captions:** The titles of parts of this Contract are for convenience only and do not define or limit the contents.
- 40 Severability:** If any term or provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 41 Waiver:** No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by the City, in writing. The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 42 No Personal Liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.
- 43 Taxes, Fees and Licenses:**
- 43.1 Fees and Licenses: Contractor shall pay for, and maintain in a current status, any



license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all necessary actions to ensure that materials or equipment purchased are expedited through customs.

43.2 Taxes: Where required by state statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the City agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and the City agrees to furnish Contractor with an exemption certificate where appropriate.

43.3 Withholding payment for taxes/business license fees due the City of Seattle: The Director of Executive Administration may withhold payment due a City contractor pending satisfactory resolution of unpaid taxes and fees due the City, pursuant to SMC 5.45.060.

**44 OSHA/WISHA:** Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and, if it has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all service provided under this contract will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless the City from all damages assessed against City as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

**45 Workers Right to Know:** "Right to Know" legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-62-054 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this ITB, RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the name and address of the chemical manufacturer, importer, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients: and "routes of entry" of the product(s) in question.

**46 Cooperative Purchasing with Seattle Housing Authority and King County:** The City of Seattle has entered or will enter into an Agreement with the Seattle Housing Authority and with King County pursuant to chapter 39.34 RCW. The Contractor agrees to provide vehicle impound and related services to the Seattle Housing Authority and/or King County at the same



prices, terms and conditions as specified in this Contract. The City of Seattle accepts no responsibility for requests for services made by the Seattle Housing Authority or King County.

**47 Breach of Contract:** The City considers any breach of the Contract a serious situation and will seek remedies commensurate with the severity and magnitude of the event. Remedies could include but are not limited to corrective measures, liquidated damages, probation or suspension, or termination of the Contract. It is the intent and desire of the City to maintain a good working relationship with the Contractor while at the same time ensuring service to the community.

**48 Termination:**

**48.1 Termination for Cause:** The City may, after at least ten (10) days prior written notice to the Contractor and an opportunity for a hearing before the Director, order that this Contract be terminated for any violation or failure related to the Contractor's performance of any requirement or duty under this Contract, and this Contract will thereupon be terminated. In addition, prior to such hearing, the Director may summarily suspend the Contractor's right to perform under this Contract without recourse by the Contractor of any kind against the City, if the Director determines that grounds for Contract termination exist and that:

48.1.1 the Contractor's continued performance under this Contract will cause a clear, substantial and imminent hazard to life, safety or property; or

48.1.2 the Contractor is not in compliance with the insurance requirements of the Contract, or

48.1.3 the Contractor has failed to obtain or maintain all licenses, permits, and certificates authorizing it to do business as a registered tow truck operator under Chapter 46.55 RCW, as now or hereafter amended, or other applicable state or local law.

**48.2 Termination for City Convenience:** In addition to the other rights granted in this Contract, the City may terminate this Contract at any time on the giving of 90 days written notice of its intention to terminate for City convenience, which notice shall not be subject to appeal. In such an event, the City may elect to replace Contractor with another towing company or take any other such action as it deems to be in the interests of the City.

During the time the Contractor's right to perform under this Contract is suspended, the Director may procure the temporary services of another towing operator to perform the services identified in this Contract. The Contractor shall be liable to the City for any damages suffered by the City as a result of the suspension.

**49 Debarment:** In accordance with SMC Ch. 20.70, the Director of Executive Administration or designee may debar a Contractor from entering into a Contract with the City or from acting as a subcontractor on any Contract with the City for up to five years after determining that any of the following reasons exist:



- 49.1 Contractor has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City Contracts.
- 49.2 Contractor failed to comply with City ordinances or Contract terms, including but not limited to, ordinance or Contract terms relating to small business utilization, discrimination, prevailing wage requirements, equal benefits, or apprentice utilization.
- 49.3 Contractor abandoned, surrendered, or failed to complete or to perform work on or in connection with a City Contract.
- 49.4 Contractor failed to comply with Contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- 49.5 Contractor submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a Contract.
- 49.6 Contractor colluded with another contractor to restrain competition.
- 49.7 Contractor committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Contract for the City or any other government entity.
- 49.8 Contractor failed to cooperate in a City debarment investigation.
- 49.9 Contractor failed to comply with SMC 14.04, SMC Ch. 14.10, SMC Ch. 20.42, or SMC Ch. 20.45, or other local, State, or federal non-discrimination laws.

The Director may issue an Order of Debarment following the procedures specified in SMC 20.70.050. The rights and remedies of the City under these provisions are in addition to any other rights and remedies provided by law or under the Contract.

**50 Addresses for Notices:**

All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses, or, such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing: \_\_\_\_\_

**51 Authority:** Each party represents and warrants that it has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the City and the Contractor have caused this Contract to be executed.

**THE CITY OF SEATTLE**

By: \_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Director of Executive Administration

By: \_\_\_\_\_  
Seattle Chief of Police





## **Appendix B, Exhibit 2: Reports and Records Required by the City of Seattle**

The Contractor shall provide the following reports, information and/or records to the City pursuant to referenced section of the Agreement.

### Section 8.11 – Notice of Impoundment to City

- 1) The location from where the vehicle was impounded;
- 2) The name or initials of the Contractor's driver who towed the vehicle;
- 3) The serial number(s) of the SPD Officer(s) who requested the impoundment;
- 4) The make, color, year, and type of vehicle;
- 5) The license number of the vehicle;
- 6) The State, Province, or Country of registration;
- 7) The vehicle identification number or hull identification number;
- 8) The reason for the impoundment or appropriate Seattle Traffic Code section;
- 9) The Contractor's Call number;
- 10) The City Impound Number, selected in order of receipt of requests for impoundment from a sequence of numbers supplied by the City's Contract Administrator;
- 11) The location of the storage lot to which the impounded vehicle was towed;
- 12) The date and time when the Contractor truck arrived at the location of the vehicle to be impounded;
- 13) The time when the Contractor's tow truck left the location of the impounded vehicle with the impounded vehicle in tow;
- 14) The date and time when the Contractor's tow truck arrived at the storage location with the impounded vehicle in tow;
- 15) The parking infraction number, if any;
- 16) The incident number, if any; and
- 17) Whether a DWLS and/or Evidence Hold(s) has been placed on the vehicle.

### Section 8.14.5.1– DWLS Deposit by Claimant

- 1) The license number of the vehicle;
- 2) The State, Province, or Country of registration;
- 3) The vehicle identification number or hull identification number;
- 4) The Contractor's Call Number;
- 5) The City's Impound Number;
- 6) The incident number;
- 7) The make and model of the vehicle, and
- 8) The amount of the deposit.

### Section 8.14.5.2 – DWLS Vehicles Prepared for Auction

- 1) The license number of the vehicle;
- 2) The State, Province, or Country of registration;
- 3) The vehicle identification number or hull identification number;
- 4) The Contractor's Call Number;
- 5) The City's Impound Number;
- 6) The incident number;
- 7) The make and model of the vehicle;
- 8) The amount of the deposit, if any, and
- 9) The date, time and location of auction.



Section 8.15.3 Vehicles with Evidence Hold at Contractor's Lot

- 1) The license number of the vehicle;
- 2) The State, Province, or Country of registration;
- 3) The vehicle identification number or hull identification number;
- 4) The Contractor's Call Number;
- 5) The City's impound number;
- 6) The incident number;
- 7) The make and model of the vehicle, and
- 8) The date and time of impoundment.

Section 8.16.4 – Notice to City of Moving a Vehicle or Secondary Tow

- 1) The name or initials of the Contractor's driver who towed the vehicle;
- 2) The serial number of the Officer who requested the secondary tow, if applicable;
- 3) The license number of the vehicle;
- 4) The State, Province, or Country of registration;
- 5) The vehicle identification number or hull identification number;
- 6) The Contractor's Call Number;
- 7) The City's impound number;
- 8) The location of the lot to which the impounded vehicle was towed;
- 9) The date and time when the Contractor's tow truck arrived at the new storage location with the impounded vehicle in tow; and
- 10) Whether a DWLS and/or Evidence Hold(s) has been placed on the vehicle.

Section 8.17.5 - Receipt

- 1) The date and time of redemption to the Claimant;
- 2) The name, address, and Washington State (or other State, Province, or Country) Driver's License number of the person to whom it is delivered;
- 3) The name and address of the employer of such person, and if such person is the agent for the registered owner or purchaser of the vehicle, the name of such registered owner or purchaser;
- 4) The name and address of the vehicle's registered owner at the time of impound, if known;
- 5) An itemized statement of the impoundment, storage, and other charges collected by the Contractor;
- 6) The word "Paid" if redeemed by payment of the charges or a complete statement of the source (e.g. "auction") and amount of any moneys or other consideration received for the vehicle and contents, if sold pursuant to Chapter 46.55 RCW, as now or hereafter amended;
- 7) The signature of the person to whom it is released, acknowledging such release and payment, if any; and
- 8) The signature of the Contractor's employee making such release and receiving such payment, if any.

Section 8.22.1 – Dispatch Log

- 1) the time of receiving the SPD request for impoundment;
- 2) the location of the impoundment;
- 3) the time the tow truck was dispatched;
- 4) the time the tow truck arrived at the location of the impoundment; and
- 5) the response time for such impoundment.



Section 8.22.2 – Master Log

- 1) Time of dispatch;
- 2) The impound number selected by the Contractor in order of receipt of requests for impounds from a sequence of impound numbers supplied by the City;
- 3) A description of the vehicle, including the year, manufacturer, type (for example, “2dr,” “4dr,” “wagon,” “bus,” or “van”), color or color combination (for example “white/blue”), and damage (if any) to the vehicle at the time of impoundment;
- 4) The license number of the vehicle, and the State, Province, or Country of registration if other than Washington State;
- 5) The vehicle identification number;
- 6) The location from which the vehicle was impounded;
- 7) The reason for impounding the vehicle, or the appropriate Seattle Traffic Code Section;
- 8) A statement indicating whether or not the vehicle impoundment resulted in an evidence hold, the date the hold, if any, was released, and whether the hold was released as a “City Pay” or “Owner Pay”;
- 9) The citation number, if any;
- 10) The incident number, if any;
- 11) The serial number(s) of the SPD Officer(s) requesting the impound;
- 12) The Contractor’s identification number of the tow truck responding to the request;
- 13) The name(s) or initial(s) of the driver of the truck and other attendant;
- 14) The time (and the date, if different from the date the impoundment request was received) when the Contractor’s tow truck was dispatched to the location of the vehicle to be impounded;
- 15) The time when the Contractor’s tow truck arrived at the location of the vehicle to be impounded;
- 16) The method of tow (for example, front-end, rear-end, front dolly and/or rear dolly);
- 17) The time when the Contractor’s tow truck left the location of the impoundment with the impounded vehicle in tow;
- 18) Extra services performed in impounding the vehicle including, in the case of winching, standby time, or use of a heavy-duty tow truck, the actual number of minutes of such extra service;
- 19) The time when the Contractor’s tow truck arrived at the Contractor’s primary lot or such other place as designated by SPD with the impounded vehicle in tow;
- 20) The lot to which the impounded vehicle was initially taken, if other than the Contractor’s primary lot, together with the date and destination of each subsequent transfer of the vehicle while stored by the Contractor (lots may be designated by symbols provided the Contractor attaches to the log a legend describing the meaning of each such symbol used);
- 21) The date and time when the impounded vehicle is released, sold, or otherwise left the Contractor’s control and custody;
- 22) The manner of the vehicle’s leaving the Contractor’s control and custody, according to the following code:
  - R = Redeemed by the registered owner or a person authorized by the registered owner
  - A = Sold at auction
  - S = Sold other than at auction
  - O = Other, including stolen and “drive-out”; and
- 23) The receipt number for the vehicle if no longer in the Contractor’s control and custody.

Section 8.22.3 – Receipts (see Section 8.17.5 above)



### **Appendix B, Exhibit 3: Disposition of Unclaimed Personal Belongings**

Pursuant to Section 8.18.3 of the Agreement, the Contractor shall turn over to SPD personal belongings, except those items of personal property that are registered or titled with the Department of Licensing, not claimed prior to public auction. Personal belongings include but are not limited to:

- a) Property (other than cash) having an apparent value exceeding \$25.00;
- b) Cash (in any amount);
- c) Wallets or purses;
- d) Bank or checkbook;
- e) Bank or credit card;
- f) Any jewelry item;
- g) Any official identification card, operator's license or passport;
- h) Any firearm or any other type of weapon;
- i) Any contraband and/or controlled substances;
- j) Stocks, bonds, money orders bank certificates, travelers' checks, postage stamps, food stamps, etc.; and
- k) Any other items of obvious or apparent value.

The following personal belongings will not be accepted by SPD:

- a) Tire chains;
- b) Spare tire/wheels;
- c) Used auto parts and/or accessories;
- d) Seat covers;
- e) Fuel containers;
- f) Jacks, lug wrenches;
- g) Radios, stereos and other items attached to the vehicle by bolts, screws, or some other manner which incorporates them to the vehicle shall remain with the vehicle;
- h) Refuse;
- i) Trash;
- j) Garbage;
- k) Open alcohol containers;
- l) Soiled or mildewed clothing, shoes, blankets, tarps, etc., having no actual value; and
- m) Miscellaneous unofficial papers and other items having no actual value.



**Appendix B, Exhibit 4: Claims for Payment, Administrative Fees, and Monthly Statistical Reporting**

1.0 Claim for Payment

1.1 The reimbursement claim shall include the following information for each impoundment:

- Impounded
  - Date
  - Time
- Vehicle Description
  - Year
  - Make
  - License number
- Reference number
  - Infraction number or Incident number
- Reference to Applicable Agreement Section
  - 10.3.1.1 – Initial Impounds with Transfer to City Facility
  - 10.3.1.2 – Evidence Impound
  - 10.3.2.1 – Between City Facilities
  - 10.3.2.2 – Between Contractor Facilities
  - 10.3.3 – Release Tow
  - 10.3.4 – As Otherwise Ordered
  - 10.3.5 – Towing Under Special Conditions
- Reason for billing
  - Hearing
  - Stolen (safe keeping)
  - Evidence hold
  - Other
- Charges
  - Towing
  - Storage
    - Number of days or 12-hour periods
    - Rate
    - Amount due
    - Other (brief description and amount)
  - Sales Tax
  - Total due

Contractors having multiple zones shall provide a monthly claim for each zone.

1.2 The reimbursement claim shall include the following statement sworn to by the Contractor or an authorized representative and notarized:

“Claim is hereby made to the City of Seattle for a total of \$\_\_\_\_\_ due and owing to the claimant for services rendered as stated below. I certify under penalty of perjury that the services described herein below were actually performed as represented, that



charges do not exceed those authorized by contract, that said amounts are now due and owing to the claimant and that the facts set forth on this claim are true and accurate.”

1.3 Individual invoices

1.3.1 Individual invoices shall include, in addition the information shown in 1.1 above, the following:

- Invoice number
- Invoice date
- Contractor call or dispatch number
- City impound number
- Location of impound and arrival time
- Destination of impound and arrival time
- Vehicle
  - VIN or HIN
  - Model
  - Registered owner
- Equipment used
  - Type/class of truck and special equipment
- Charges
  - Impound fee
  - Special equipment either flat rate or, if hourly rate, time in use
  - Storage; beginning and ending time/date of storage

1.3.2 Each invoice shall be accompanied by a copy one or more of the following, as applicable:

- a) the SPD Traffic Infraction and/or Vehicle Report;
- b) the SPD Vehicle Transfer/Hold release form;
- c) the Seattle Municipal Court Vehicle Impoundment Hearing form;
- d) an order by order of a court of competent jurisdiction, by the Director of DEA, or by SPD; or
- e) any other such document as may be necessary to substantiate the Contractor's claim.

2.0 Administrative Fees

2.1 Payment and reporting of Administrative Fees due the City shall be made in the following form:

In Microsoft® Excel®, or similar format, by vehicle impounded (an electronic file is the preferred method of deliver)

- Date in (impound or transfer date)
- Call number
- City impound number
- License state/number
- Vehicle description (year, make, model)
- Date Out



Fee (leave zero if not redeemed, City pays, hearing time payments, or waived)

2.2 Summary of administrative fees

The payment of administrative fees shall include a summary statement as follows:

Administrative Fees	Number	Amount
DWLS Fees	Number	Amount
Scofflaw Fees	Number	Amount
Total due the City of Seattle		Amount

3.0 Statistical Reporting

Following information shall accompany monthly billings for impound charges

Number of SPD impound by

Regular (traffic or incident reports)

Number of Scofflaw in the above number

DWLS

Disposition

Redeemed

Regular

DWLS

Scofflaw

Auctioned

Sold as scrap

Days of Storage

Regular (traffic or incident reports)

Number of Scofflaw in the above number

DWLS

Holds

Beginning of the month

Adds

Releases

City Pays

Owner Pays

End of the month



## Appendix B, Exhibits 5 and 6: Fees and Rates

### Exhibit 5: Fees Payable by Claimant

Fee Type	Rate for First Year	
<u>Impound Fees</u>		
Class A	to be bid	per impound
Class B	\$135.50	per hour
Class C	\$171.00	per hour
Class E	\$135.50	per hour
DWLS	\$85.50	per impound
<u>Storage Fee</u>		
20 feet or under	to be bid	per 12 hours
Each increment over 20'	100% of Storage Fee	per 12 hours
DWLS	\$8.00	per 12 hours
DWLS (each increment >20')	\$8.00	
<u>Additional Services</u>		
Dolly Fee	\$38.50	per impound
Winch Fee	\$60.00	per hour
Extra Driver Fee	50% of Class A Fee	per impound
Extra Truck Fee	75% of Applicable Impound Fee	
Mileage	\$2.50	per mile
<u>Hook and Release Fee</u>	50% of Applicable Impound Fee	
<u>City Administrative Fee</u>	Per Rule	per impound

### Exhibit 6: Fees Payable by City

Fee Type	Rate for First Year	
<u>Impound Fees</u>		
Class A	\$48.00	per impound
Class B	\$133.50	per hour
Class C	\$170.00	per hour
Class E	\$133.50	per hour
<u>Storage Fee</u>		
20 feet or under	\$8.00	per 12 hours
Each increment over 20'	\$8.00	per 12 hours
<u>Additional Services</u>		
Dolly Fee	\$38.50	per impound
Winch Fee	\$58.00	per hour
Extra Driver Fee	\$22.50	per impound
Extra Truck Fee	75% of Applicable Impound Fee	
Mileage	\$2.50	per mile
Standby Fee	\$96.00	per hour



**Bid Form A – Bidder Qualifications, Representations, Warranties and Pricing**

**Bidder Name:** \_\_\_\_\_

**The undersigned Bidder hereby certifies as follows:**

- A.1 Bid Submitted for Impound Towing Zone(s)** – The Bidder submits its bid for the following Impound Towing Zone(s) and its primary storage lot and release facility are located as described:  
\_\_\_\_\_ **Zone 2:** Located within Zone 2, within a zone adjacent to Zone 2, or within five miles outside the City limits to the north of Zone 2 and/or  
\_\_\_\_\_ **Zone 3:** Located within Zone 3 or within a zone adjacent to Zone 3.
- A.2 Registration and Experience** – The Bidder is a registered tow truck operator in the State of Washington and has a minimum of three years of experience in towing, storing, protecting and releasing or otherwise disposing of vehicles.  
  
State Registration Certificate Number: \_\_\_\_\_  
State Uniform Business Identification (UBI) Number: \_\_\_\_\_  
State the number of years of experience: \_\_\_\_\_
- A.3 Financial Stability** - Bidder has attached a copy of the Bidder’s Federal Income Tax Returns and all Schedules for 2004 and 2005.
- A.4 Taxes and Liens** - Bidder has no unsatisfied taxes, liens, or judgments.
- A.5 Bidder’s Release Facility and Storage Lot(s)** – Prior to contract performance, Bidder shall comply with all requirements of applicable zoning code(s) and of the draft contract (see Appendix C) for its release facility, primary storage lot, and secondary storage lot. Bidder has attached the following information:
- 1) Street address of the release facility and the secondary storage lot.
  - 2) Square footage of primary storage lot and the secondary storage lot available for storage of impounded vehicles.
  - 3) A recent aerial photo or sketch of the primary storage lot and the secondary storage lot including permanent or temporary buildings on the lot, and adjacent streets or alleys. The aerial photo or sketch does not need to include dimensions but should give an indication of property lines, including the streets or alleys bordering the property lines, buildings, or any other area that is not usable for storage of impounded vehicles. The aerial photo or sketch should clearly show if the lot is bisected by a street or alley. The aerial photo or sketch will be used by bid evaluators to confirm the area available for storage of impound vehicles.
  - 4) A copy of the most recent land use permit(s) for the release facility and primary storage lot and secondary storage lot or a copy of the most recent land use permit



that is fully recorded on the City of Seattle's website.

- 5) Evidence of whether the release facility and primary storage lot and secondary storage lot is owned, leased or held as an option to purchase or lease by Bidder. Any option to purchase or lease property as a storage lot must be firm and in writing. Bidder shall submit a copy of such option.
- 6) In the event the property proposed as the primary storage lot and/or secondary storage lot are not permitted as a towing and storage facility prior to the Bid Due Date, a written description of the process and estimated schedule necessary for the Bidder to perform to obtain a permit for a towing and storage facility for the property and to meet any other requirements for the property to be used as a towing and storage facility.

**A.6 Bidder's Tow Truck and Tow Truck Equipment** - Bidder has attached a list of all towing equipment owned or leased by the Bidder or held as an option for purchase or lease by the Bidder. The list includes:

Class of Tow Truck

Make

Model

Year of manufacturer

Vehicle License Plate Number, if available

Indication whether the equipment is owned, leased or to be purchased or leased by Bidder.

**A.7 Communication Capabilities** – Bidder has a published telephone number. Prior to contract performance, Bidder shall have a dedicated facsimile number and equipment, shall be capable of receiving and transmitting communications by email, shall be capable of providing reports using Microsoft Excel or ASCII format, and shall provide a compatible ring down circuit between its dispatch office and SPD Communications.

**A.8 Subcontractors** – Bidder has attached, a list of all subcontractors it will use in performing the requirements of the contract resulting from this ITB. A subcontractor is any separate legal entity used to perform requirements of the proposed contract. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a detailed description of the service(s) to be subcontracted. Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) so described:

If you anticipate new employment or new subcontracting, the City requires the outreach plan be completed to ensure compliance with SMC 20.42.

**A.9 References** – The City will enter into a contract only with a Bidder(s) having a reputation of satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous tow truck drivers and office staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Seattle, that presently contract with Bidder for towing vehicles:



Reference #1

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Reference #2

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including the City of Seattle. A Bidder with unsatisfactory references may have its bid rejected.

**A.10 Other Governmental Agencies** – Bidder has attached a list of all governmental agencies in the Seattle Metropolitan area with whom the Bidder held formal or informal contracts within the previous three years. The list shall include the agency’s name, contact person and title, mailing address, telephone number, and a detailed description of the service(s) provided. The list shall also indicate whether the contract was terminated and the reason for such termination. In addition, you may include government agencies served by your subcontractors. Indicate the name of the subcontractor serving the government agency.

**A.11 Bidder’s Examination** - Bidder has made its own examination, investigation and research regarding the work to be done and the services to be performed, all conditions affecting the work and services, and the type and quantity of labor, equipment and facilities necessary to perform. Bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft contract (see Appendix C), and the ITB. Bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft contract and the ITB, and at the prices as bid.

**A.12 Criminal Record** -

- 1) I have inquired about the criminal record of each and every owner of the Bidder;
- 2) Within the past ten years, the owner(s) of the Bidder has/have been convicted of the following crimes:

<u>Owner</u>	<u>Offense</u>	<u>Conviction Date</u>
--------------	----------------	------------------------

- 3) I certify that none of these convictions involve dishonesty or false statement.
- 4) On behalf of the owner(s) of the Bidder, I agree the owner(s) will submit to a criminal records check to verify this certificate, if the Bidder is the Apparent Successful Bidder for a contract for Vehicle Impoundment and Related Services.



**A-13 Ownership** - The only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

**PRICING:**

**Four Year Contract (MANDATORY):**

	<b>Class A Impound Fee (per impound)</b>	<b>Storage Fee (per 12 hours)</b>
<b>Zone 2</b>		
<b>Zone 3</b>		

**Maximum Annual Escalation Rate:** \_\_\_\_\_ % per year.

**Optional Pricing: Ten Year Contract**

	<b>Class A Impound Fee (per impound)</b>	<b>Storage Fee (per 12 hours)</b>
<b>Zone 2</b>		
<b>Zone 3</b>		

**Maximum Annual Escalation Rate:** \_\_\_\_\_ % per year.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

Signature \_\_\_\_\_ Title \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

\_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_  
 \_\_\_\_\_ residing at \_\_\_\_\_  
 My Commission expires \_\_\_\_\_



## City of Seattle Vendor Questionnaire

**INSTRUCTIONS: It is mandatory that you submit this form to the City with your bid or proposal.** Provide the requested information to the extent this information is available, then sign and date. If response is incomplete or the City requires further description, the Buyer may request the Vendor provide additional information within a mandatory due date or may determine the missing information is immaterial to award.

<b>Vendor Information</b>	
Vendor's Legal Name and dba if applicable	
Mailing Address	
Contact Person and Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's E-Mail Address	
Seattle Business License (required)	
State UBI Number (required)	
Federal TIN or EIN Number	

<b>Vendor Registration with City of Seattle</b>	
Did your firm register on to the City's Vendor Contractor Registration System at <a href="http://www.seattle.gov/purchasing/">www.seattle.gov/purchasing/</a> ? For assistance, call 206-684-0444.	
Does your firm have a Seattle Business License?	
If your firm does not have a Seattle Business License, is your firm prepared to obtain one before contract signature? If you believe your firm has an exemption, explain or provide proof of the City confirmation that this is an applicable exemption.	

<b>How Did Your Firm Learn About This Solicitation?</b>	
City of Seattle Web Site	<input type="checkbox"/>
The City's Buyer sent it to me directly	<input type="checkbox"/>
Seattle Daily Journal of Commerce	<input type="checkbox"/>
Contractor Development and Competitiveness Center (GDCC)	<input type="checkbox"/>
Other (please specify)	<input type="checkbox"/>

<b>Ownership</b>	
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	
What year was your firm, under the present ownership configuration, founded?	
How many years has your firm been in continuous operation without interruption?	
What year did your firm begin providing, on a continuous basis, the types of services or products that are required from this solicitation?	

<b>Financial Resources and Responsibility</b>	
Within the previous five years has your firm been the debtor of a bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency?	
Within the previous five years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	
Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion?	
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	



<b>Affirmative Contracting – SMC Chapter 20.42</b>	
Within the previous five years has your firm been found to have violated any local, state, or federal anti-discrimination laws or regulations?	

<b>Disputes</b>	
Within the previous five years has your firm been the defendant in court on a matter related to any of the following issues: Payment to subcontractors? Work performance on a contract?	
Does your firm have outstanding judgments pending against it?	
Within the previous five years, was your firm assessed liquidated damages on a contract?	
Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the City?	

<b>Compliance</b>	
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
If a license is required to perform the services sought by this solicitation, within the previous five years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	
If Hazardous Materials are an element of the contract, has the Vendor had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous five years?	

<b>Business Integrity</b>	
Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?	
Within the previous five years has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?	
Within the previous five years has your firm or any of its owners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.	

<b>Involvement by Current and Former City Employees</b>	
Are any of your firm's officers or employees also a current officer or employee of the City of Seattle? If yes, that officer or employee must take actions to comply with the City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16.	
Has any such officer or employee the City of Seattle left City services within the past most recent year? If yes, that officer or employee must take actions to comply with the City of Seattle's Code of Ethics, Seattle Municipal Code Chapter 4.16.	

<b>Emergency Contact Information</b>	
Contact Name	
Emergency Phone Number	
Back-up Emergency Phone Number	
If your company has locations outside the Seattle area that be contacted in the event of an emergency for these products or services, please list that contact information as well:	
Alternative Location Address	
Alternative Location Business Phone	
Alternative Location Emergency Phone	



<b>The undersigned hereby certifies that the Vendor:</b>
Read the City's Solicitation and all its addenda, and to the best of his/her knowledge has complied with the mandatory requirements stated herein;
Has had opportunity to ask questions regarding the requirements and that the questions were answered by the City;
Vendor's Offer is valid until the date the City awards a Vendor Contract or rejects all offers;
That all information provided within the Vendor's Offer, including but not limited to the information provided in response to this Vendor Questionnaire, is true and correct to the best of his/her knowledge;
That Vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its Offer;
That Vendor fully understands the character of the goods to be provided and/or services to be performed, the manner payment is to be made, and the terms and conditions. The Vendor offers to provide the goods and/or services within the time required, upon the terms and conditions provided without exception, and at the prices offered.
That the person signing below has the authority to legally bind the Vendor.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



## **Anti-Idling Provision**

### **Why does the City of Seattle have an anti-idling provision?**

It's basic common sense: there is already too much pollution in the air. Seattle wants to reduce air pollution. The goal of the City of Seattle Anti-Idling contract provision is to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.

### **What does the contract provision require?**

The contract provision limits unnecessary engine idling to five minutes. No operator shall unnecessarily idle the engine of a diesel fueled car or truck that is stopped for a foreseeable period of time in excess of five minutes.

### **What is engine idling?**

Vehicle idling is the running of a car or truck engine while the car or truck is stopped for a foreseeable period of time and not in a PTO (or similar) mode.

### **Is all engine idling prohibited?**

No. While the contract provision prohibits unnecessary idling for more than five minutes, it also recognizes that there are times when idling is simply unavoidable. There are three specific reasons that we recognize for idling, although other situations may also be appropriate: when an engine is being repaired and operating the engine is necessary for the repair; when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power to another device, to the extent necessary to de-ice windows for proper visibility.

The most common reason a company may need to idle is to allow continued operation of additional devices, or auxiliary power units. Refrigerator units on trucks with perishable goods or vehicles operating special equipment, such as a lift on the back of a truck to move goods in and out of the truck or wheelchair lifts in buses or vans that may require engine power to operate are common examples of equipment that are operated with the engine power. Other examples might include "bucket" trucks that allow a worker to reach wires on telephone poles or tree branches for trimming.

### **Are there other times when it's OK to idle not listed in the provision?**

There are other times when idling is permitted as long as the idling is absolutely necessary.

For example, running the engine to operate the windshield defroster to clear a windshield of ice on an extremely cold day is a good example of necessary idling. It's a safety problem if you cannot see where you're going and if the windshield is not warm enough to melt snow and freezing rain while driving. Running the engine while actively clearing snow and ice off the vehicle and to warm the windshield and interior of the vehicle is necessary idling.

Common sense also tells us that heaters and air conditioning units almost always bring the vehicle's interior into a comfortable range in a short time. We also know that heaters and air conditioning units work faster when the vehicle is being driven, not

when it is left idling. So most vehicles, most of the time, will reach a comfortable temperature within the first five minutes of driving. Some heavy vehicles, such as buses or trucks, may need some additional time to bring interior temperatures into a comfortable range.

**What are a few examples of unnecessary idling?**

- Sitting in your car in a parking lot with the engine on during mild or cool weather is unnecessary. The interior of your car will stay warm for 5 to 10 minutes on all but the coldest days.
- Leaving the vehicle running while unattended to let the heater warm it or the air conditioner cool it for extended periods of time is unnecessary idling (it is also in violation of traffic law). Five minutes should be the maximum amount of time unless weather conditions are extreme, and the engine should not be left running while the vehicle is unattended for any length of time.
- Operating devices not related to transporting passengers or goods. Letting the engine run for an hour or more to play a movie or to charge a cell phone causes unnecessary pollution, is a nuisance for others nearby and puts excessive wear and tear on the engine.

**Am I causing more pollution by stopping and starting the engine?**

No. Once the engine has warmed up, an idling engine causes more pollution by running than by stopping and starting up again. Studies indicate that the trade-off for light- and medium-duty gasoline powered vehicles is about 10 seconds (i.e. the vehicle will produce more pollution idling longer than 10 seconds than it will by shutting down and restarting the engine). The time trade-off on medium- and heavy-duty diesel engines is about 30 seconds.

**Department of Executive Administration  
City Purchasing Services Section  
Purchasing and Contracting Services Division  
12/5/06**



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**STATE OF WASHINGTON – KING COUNTY**

--SS.

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212952  
CITY OF SEATTLE, CLERKS OFFICE

No.

**Affidavit of Publication**

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12<sup>th</sup> day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

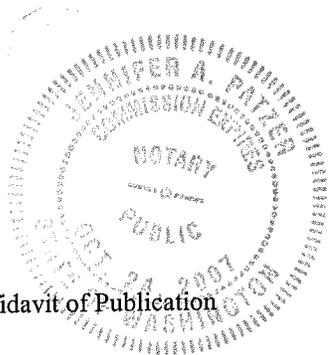
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT:30983 RESOLUTION

was published on

06/29/07

The amount of the fee charged for the foregoing publication is the sum of \$ 83.70, which amount has been paid in full.



Affidavit of Publication

*[Signature]*  
\_\_\_\_\_  
Subscribed and sworn to before me on  
06/29/07 *[Signature]*  
\_\_\_\_\_  
Notary public for the State of Washington,  
residing in Seattle

# State of Washington, King County

## City of Seattle

### RESOLUTION 30983

A RESOLUTION approving specifications for the towing and storage of vehicles, pursuant to Seattle Municipal Code Section 11.30.220 A.

WHEREAS, the City of Seattle conducts a vehicle towing and storage program to maintain public safety and ensure traffic circulation, and has traditionally provided this service by contracting with registered tow truck operators; and

WHEREAS, the City must re-bid the towing and storage contracts for Zones 2 and 3 of the City's six impound zones, and the Director of Executive Administration, pursuant to the authority of SMC Section 11.30.220 A, has prepared the attached specifications for towing and storage of vehicles in anticipation of bidding and awarding new contracts; and

WHEREAS, the attached specifications have been reviewed and approved by the Director of Finance, the functional successor to the Budget Director referenced in SMC Section 11.30.220 A; and

WHEREAS, SMC 11.30.220 A requires that the attached specifications be approved by the City Council by resolution; NOW, THEREFORE,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEATTLE, THE MAYOR CONCURRING, THAT:**

**Section 1.** The City Council hereby approves the draft specifications for towing and storage of vehicles, attached as Exhibit A.

**Section 2.** The Director of Executive Administration may make modifications to the attached specifications as he or she determines are in the best interest of the City.

Adopted by the City Council the 11th day of June, 2007, and signed by me in open session in authentication of its adoption this 11th day of June, 2007.

Nick Licata

President of the City Council

THE MAYOR CONCURRING:

Gregory J. Nickels, Mayor

Filed by me this 22nd day of June, 2007.

(Seal) Judith Pippin

City Clerk

Attachment: Exhibit A - Draft Specifications for Towing Contract

See City Clerk for Attachment

Publication ordered by JUDITH PIPPIN, City Clerk

Date of publication in the Seattle Daily Journal of Commerce, June 29, 2007.

6/29(212952)