

Linn County, Oregon



Request for Proposals

**Towing Services for the
Linn County Sheriff's Office**

RFP Number 2025-386

October 28, 2025

POINT OF CONTACT

Refer all questions to:

**Captain Bruce Davis
1115 Jackson St SE
Albany, Oregon 97322
541-967-3907
bdavis@LinnSheriff.org**

PROPOSALS DUE:

November 10, 2025

by

11:00 AM

at

**Linn County Sheriff's Office Civil Division
300 4th Ave SW Room 317A, Albany, Oregon 97321**

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SECTION B – GENERAL INFORMATION

B.1 Introduction.

The Linn County Sheriff's Office is requesting proposals from tow companies licensed to perform towing services to provide future towing services to the County. The Sheriff's Office intends to enter in to two contracts, one contract for Class A tows, and one contract for Class B and C tows, for each of the designated tow zones. For each separate tow zone, based on the number of RFP applicants, the County may deviate from two contracts in each zone. The designated tow zones are identified on the attached Exhibit G. The successful applicant will provide all requests for towing services of that Class (A or B and C) made by the Sheriff's Office in that designated tow zone. The term of these contracts will be for a four-year period (with option for Sheriff's Office to renew for two, two-year periods). These towing services will include abandoned and hazard tows, impounds, including under ORS 809.698 and ORS 809.700, motor vehicle accidents, evidence tows, vehicles owned by the County and all other tows, as modified by the language herein. The exception to the preceding sentence is that those tows for seizures pursuant to writs and other provisional process are not a part of these towing services, including, without limitation, the following: (1) writ of execution on replevin; (2) writ of execution, money judgment; (3) attachment; and (4) claim and delivery. The applicants selected (hereafter "Tow Firm" or "Contractor") will be offered a four-year contract for towing services in that tow zone.

B.2 Schedule.

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. The County reserves the right to deviate from this schedule.

Event	Date	Time
RFP is approved for advertising and is available.	October 28, 2025	5:00 PM
Deadline for questions to the County POC regarding the RFP (by 5:00 PM)	November 3, 2025	5:00 PM
Last day to submit proposals (by 11:00 AM).	November 10, 2025	11:00 AM
Proposals are opened (10:00 AM).	November 11, 2025	11:00 AM
Committee screens and reviews proposals and selects finalists.	No later than November 21, 2025	5:00 PM
Finalists to be interviewed (if required).	No later than November 25, 2025	
Recommendation to the Sheriff, who will ultimately select the tow companies that the Sheriff's Office will enter into contracts with to provide services. If more time is needed, the decision may be delayed.	TBD – to be coordinated with selected CM/GC	
Issuance of Notice of Intent to Award (approx.)	November 26 – Dec 3, 2025	
Tow contract executed by Contractor and Sheriff.	December 16, 2025	
Contract start date	January 1, 2026	

B.3 County Point of Contact.

The Point of Contract (POC) for this RFP is identified on the Cover Page of this RFP, along with the POC's contact information. Proposers shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the POC.

B.4 LIST OF ATTACHMENTS TO THIS RFP

- Contractor Pricing Worksheet (Exhibit A)
- Contractor Application Worksheet (Exhibit B)
- Contractor Certification Sheet (Exhibit C)
- Confidentiality Agreement (Exhibit D)
- Complaint Handling Procedures (Exhibit E)
- Definitions (Exhibit F)
- Map of designated Tow Zones (Exhibit G)
- Affidavit of Trade Secret (Exhibit H)
- Sample Tow Contract (Exhibit I)

B. 5 Authority.

The County is issuing this RFP pursuant to its authority under both state law and Linn County Code. The County is using the Request for Proposals method of procurement, pursuant to ORS Chapter 279B and LCPR 137-047.

SECTION C – SCOPE OF WORK

C.1 Overview.

The Linn County Sheriff's Office is requesting proposals for the specific conditions and items listed in this RFP. The objectives and scope of work will include the following:

- C.1.1 Tow Firm agrees to furnish towing, storage and other related services described in this RFP and its Exhibits when requested to do so by the Sheriff's Office, and the Sheriff's Office agrees to call or cause the Tow Firm to be called for such services subject to the terms, conditions, and standards of performance in this RFP and its Exhibits.
- C.1.2 Towing services to be provided are to be divided by tow trucks designated as Class A or Class B and C. Towing services are also geographically divided by the five designated tow zones (see Exhibit G). Accordingly, this RFP process may generate up to 10 total contracts, consisting of two contracts for each tow zone: (1) one contract for Class A tows and (2) one contract for Class B and C tows. The class of tows is described as follows:

Class A: Class A tow vehicle shall be capable of towing and recovery operations for passenger cars, pickup trucks, small trailers or equivalent vehicles. Class A tow trucks must meet the requirements of subsection (1) through (17) of this section, and must be equipped with or meet all of the following additional requirements:

- (a) Have at least a 14,500 pound manufacturer's gross vehicle weight rating;
- (b) Have dual tires on the rear axle;
- (c) Have a boom with at least an eight-ton hydraulic boom rating with dual or single winches to control a minimum of one service drum;
- (d) Be equipped with either an 8000-pound winch with a minimum of one hundred (100) feet of 3/8-inch continuous length wire rope or equivalent rated synthetic rope, or with an 10,000-pound winch with a minimum of one hundred (100) feet of 7/16-inch continuous length wire rope or equivalent rated synthetic rope;
- (e) A wheel lift system with at least a fully extended working load rating of 3,500 pounds.

Class B: Class B tow vehicles shall be capable of towing and recovery operations for medium size trucks, trailers, motor homes with a front engine or equivalent vehicles. Class B tow trucks must meet the requirements of subsection (1) through (17) of this section, and must be equipped with or meet all of the following additional requirements:

- (a) Have at least a 22,000 pound manufacturer's gross vehicle weight rating or equivalent.
- (b) Be equipped with an extendable hydraulic boom with a minimum 20,000-pound rating having a minimum of dual 10,000 lb winches and 150 feet of 7/16-inch continuous length wire rope or synthetic equivalent per winch;

- (c) Class B tow vehicles more than 26,001 pounds GVWR are not required to carry dollies when used for heavy towing. However, dollies are required when a Class B tow vehicle is used for Class A Towing;
- (d) A wheel lift system with a minimum fully extended working load rating of 5,000 pounds;

Class C: Class C tow vehicles shall be capable of towing and recovery operations for large trucks, trailers, motor homes or equivalent vehicles. Class C tow vehicles must meet the requirements of subsection (1) through (17) of this section, and be equipped with and meet the following additional requirements:

- (a) Have at least a 33,000 pound manufacturer's gross vehicle weight rating or equivalent.
- (b) Be equipped with a twenty-five-ton minimum rated hydraulic extendable boom with two dual 25,000-pound hydraulic winches;
- (c) Have at least 2 separate, 150 feet continuous lengths of wire rope, with five-eighths inch diameter or an equivalent rated synthetic rope;
- (d) Be equipped with air brakes and an air system capable of supplying air to the towed unit; Tow vehicle must be capable of operating the towed vehicles brake system.
- (e) Portable dollies are not required;
- (f) Be equipped with tandem rear axle truck chassis (three axle truck);
- (g) Be equipped with rear axles which have dual tires;
- (h) Be equipped with an under-lift suitable for Class C tow vehicles with a minimum rating of 12,000 pounds, fully extended;
- (i) The tow vehicle must have a minimum wheelbase of 280 inches.

Class D-A: Class D-A tow trucks shall meet the requirements of subsection (1) through (17) of this section, and be equipped with and meet the additional the following requirements:

- (a) Class D-A tow trucks shall not be considered a recovery vehicle.
- (b) Have at least a 14,500-pound manufacturer's gross vehicle weight rating;
- (c) Be equipped with dual tires on the rear axle;
- (d) Be equipped with at least 50 feet of 3/8-inch diameter continuous length wire rope or an equivalent rated synthetic rope;
- (e) The tow vehicle may include a wheel lift, if chassis GVWR is over 17,500 pounds and the wheel lift system has at least a fully extended working load rating of 3,000 pounds.

Class D-B: Class D-B tow trucks shall meet the requirements of subsection (1) through (17) of this section, and in be equipped with and meet the following additional requirements: Class D-B tow trucks equipped with a commercially manufactured side puller system may be considered a recovery vehicle. Must have an A or B tow vehicle within an adjoining tow zone in order to use this as a recovery vehicle.

- (a) Have at least a 22,000-pound manufacturer's gross vehicle weight rating;
- (b) Be equipped with dual tires on the rear axle;
- (c) Be equipped with at least 75 feet of 3/8 inch continuous length diameter wire rope or an equivalent rated synthetic rope;
- (d) Be equipped with a wheel lift system with a minimum fully extended working load rating of 3000 pounds;

Class D-C: Class D-C tow trucks shall meet the requirements of subsection (1) through (17) of this section, and be equipped with and meet the following additional requirements:

- (a) Class D-C tow trucks equipped with a commercially manufactured side puller system may shall be considered a recovery vehicle. There must be a Class C tow vehicle in an adjoining tow zone in order to use this vehicle as a recovery vehicle.
- (b) Have at least a 33,000-pound manufacturer's gross vehicle weight rating.
- (c) Be equipped with at least 100 feet of continuous wire rope of 5/8 inch diameter or its synthetic equivalent.
- (d) Be equipped with a tandem rear axle truck chassis with dual tires.
- (e) The tow vehicle may include a wheel lift;

- (f) Be equipped with air brakes and an air system capable of supplying air to the towed unit. Tow vehicle must be capable of operating the towed vehicles brake system.
- C.1.3 Tow Firm will have and maintain a tow yard in the particular tow zone, or alternatively, but less desirable, in an adjacent zone or as near as possible to such tow zone, but all tow yards must be contained within the boundaries of Linn County because of the requirements of the provisional process statutes requiring the Sheriff conduct sales within the County.
- C.1.4 Due to the number of potential calls, vacations, and other potential unavailability when needed, the Sheriff's Office requires that the Tow Firm shall have two trucks and maintain a minimum of two licensed drivers at all times.
- C.1.5 Work papers and notes developed during the term will be retained for a minimum of three years from the end of the contract that is entered with the Tow Firm and will fully be made available upon request for examination by the Sheriff's Office.
- C.1.6 Provide services as described in herein for four (4) years from date of execution of contract. The contract will be written to permit an extension of towing services for up to two (2) additional two-year periods if desired by the Linn County Sheriff's Office. The attached Exhibit I is a sample contract and may be amended before execution by the parties.

SECTION D – PROPOSAL REQUIREMENTS AND EVALUATION

D.1 Proposal Requirements.

As a minimum, the submitted proposal should include the following information:

- D.1.1 Completed Contractor Pricing Worksheet (Exhibit A) that contains complete and accurate written responses describing the amounts of money, charges, costs and any and all other consideration, without limitation, that the Tow Firm will charge the Sheriff's Office, the Owner, as that term is defined in Exhibit F, or any other person, for towing and storage services that are a result of towing requests made by the Linn County Sheriff's Office. If incomplete responses are obtained, the County may choose to contact the Tow Firm to gather further information, or at the Sheriff's Office's sole discretion, may choose to disqualify the Contractor's entire submittal.
- D.1.2 Detail, in writing, how the Tow Firm is best suited to meet the county's towing needs, including but not limited to experience, caliber of vehicles and service history, history of driver training and experience, capabilities demonstrated with past and current private and public towing contracts, and other relevant information useful to the county's examination.
- D.1.3 Completed, signed Contractor Application Worksheet (Exhibit B), including the other requirements listed in such Exhibit B. The worksheet shall be signed by an individual authorized to bind the tow company with the proposal being a firm offer for a minimum of a sixty (60) day period from the submittal closing date. The proposal must include the name, title, address and telephone number of individuals with the authority to negotiate and execute contracts and who may be contacted during the proposal evaluation.
- D.1.4 Completed, signed Contractor Certification Sheet (Exhibit C) and Confidentiality Agreement (Exhibit D).
- D.1.5 Public Record/Confidential or Proprietary Information. All Proposals are public record and are subject to public inspection after the County issues the Notice of the Intent to Award. If a Proposer believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.311 through 192.478), Proposer shall complete and submit the Affidavit of Trade Secret (Exhibit H) and a fully redacted version of its Proposal. If Proposer fails to identify the portions of the Proposal

that Proposer claims are exempt from disclosure, Proposer has waived any future claim of non-disclosure of that information.

- D.1.6 Proposal Submission. Proposer is solely responsible for ensuring its Proposal is received by the County in accordance with the RFP requirements before the closing date and time listed in the table in Section B.2 The County is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized may be rejected.
- D.1.7 Acceptance of Contract Terms. By submitting a Proposal, Proposer shall accept all terms and conditions of the County's Contract as shown in Exhibit I (Sample Contract), attached hereto and incorporated herein by reference.

D.2 Submission Requirements

- D.2.1 Proposals should follow the format and reference the sections listed in section D.2. Responses to each section and subsection should be labeled to indicate the item being addressed. Proposal must describe in detail how requirements of this RFP will be met and may provide additional related information. Proposers shall submit one original and three (3) additional copies. In addition, Proposers should include one digital copy of their Proposal or USB that is in PDF format. Proposals shall be submitted in sealed packages or envelopes. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

RFP Title: Towing services for the Linn County Sheriff's Office
RFP No.: 2025-386
Attn Captain Bruce Davis, Civil Division
Linn County Sheriff's Office
Linn County Courthouse
300 4th Avenue SW, Room 317A
Albany, OR 97321

- D.2.2 Proposal Due. Proposals and all required submittal items must be received by the POC on or before the closing date and time identified in the Schedule provided in Section B.2, or as amended. Proposals received after the closing date and time are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective Proposer or destroyed.
- D.2.3 Proposal Rejection. The County may reject a Proposal for any of the following reasons:
- Proposer fails to substantially comply with all prescribed RFP procedures and requirements, including, but not limited to, the requirement that Proposer's authorized representative sign the Proposer Information and Certification Sheet in ink.
 - Proposer fails to meet the responsibility requirements of ORS 279B.110.
 - Proposer makes any contact regarding this RFP with County representatives such as County employees or officials other than the POC or those the POC authorizes, or inappropriate contact with the POC.
 - Proposer attempts to inappropriately influence a member of the Evaluation Committee.
 - Proposal is conditioned on the County's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.
- D.2.4 There will be no public opening of proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Intent-to-Award Notification is issued. However, the County will record and make available the identity of all Proposers after the opening.

D.3 Clarifications, Objections, and Questions

- D.3.1 Clarifications, Objections, and Questions. Any Proposer that finds discrepancies in, or omissions from, any provision of the RFP or Exhibits, or has doubt as to the meaning, shall make a request for clarification or modification in writing to the POC described in Section B.3. To be considered, the

request for clarification or modification must be received by the County by the date and time described in the Schedule provided in Section B.2. Clarifications, whether verbal or in writing, do not change the RFP, Exhibits, contractual terms, or procurement requirements of this RFP unless an Addenda has been issued by the County. If a substantive clarification is in order, an Addenda will be issued pursuant to Section

- D.3. 2 Withdrawal of Proposals. If a Proposer wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The Proposer shall submit a written notice signed by an authorized representative of its intent to withdraw its Proposal. The notice must include the RFP number and be submitted to the POC no later than the due date and time identified in Section B.2.

D. Written Evaluation Criteria.

Provide a response to each of the criteria below. Address each criterion completely, and in the order provided. Some items require a narrative response, others will specify a form to complete.

- D.4.1 The selection process will be as follows:

Interested tow companies will submit a proposal as outlined in Section D.2 specifying the particular zone and class of tows (Class A or B, C, D-A, D-B, and D-C tows) per Section C for which it is applying. More than one application may be submitted.

The proposals will be evaluated by a review committee composed of responsible Linn County personnel. The review will be based on the qualifications and information provided.

The review committee will review and rank all proposals. A minimum of two companies may be selected for interviews, unless only one tow company applies, or unless the Sheriff's office determines it does not wish to enter into a contract with any of the applicants for that particular zone and type of tow. As stated herein, any and all applications may be denied.

The review committee (or representative(s)) will interview the companies selected. The committee will recommend a company to the Linn County Sheriff for selection for each designated tow zone.

The Linn County Sheriff will select the Tow Firm to enter into a contract for that particular class of tows (Class A or B and C tows) in a particular zone. The Sheriff or their staff may require an additional interview with one or more companies prior to the final selection.

- D.4.2 The selection criteria is as follows:

The County will use a qualification-based process to select a tow company. Specific factors that will be used as criteria are:

1. Clearly demonstrating a full understanding of the work to be performed.
2. Thoroughness of the proposal.
3. Proposed fees for the services to be provided.
4. Experience of the towing company (and its employees) in performing tow services for local government.
5. Experience and makeup of the employees of the tow company.
6. Size and structure of the tow company, and location of tow yard in or near the designated tow zone, demonstrating the capability to meet the needs of that particular tow zone.

Scoring will be done for each factor on a scale from (-5) to (+5), with (-5) signifying an unacceptable response and (+5) signifying a satisfactory response.

D.5 Evaluation Process.

- D.5.1 Responsiveness and Responsibility Determination. Proposals received prior to closing will be reviewed for responsiveness to all RFP requirements. If the Proposal is unclear, the POC may request clarification from the Proposer. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the POC finds the Proposal non-Responsive, the Proposal may be rejected; however, the County may waive mistakes in accordance with LCPR 137-047.

At any time prior to award, the County may reject a Proposal found to be not Responsible in accordance with LCPR 137-049 and ORS 279C. In doing so, the County may investigate the Proposer and request information in addition to that already required in the RFP, when the County, in its sole discretion, considers it necessary or advisable.

- D.5.2 Evaluation Criteria. Proposals meeting Proposal Content Requirements will be evaluated by an Evaluation Committee using criteria and priorities as defined by the County. The Evaluation Committee will determine which Proposal or Proposals taken as a whole, and in the County's sole judgment, are in the best interest of the organization.

The County may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

- D.5.3 Additional Rounds of Evaluation. The County may conduct additional rounds of evaluation if in the best interest of the County. Additional rounds of evaluation may consist of, but will not be limited to:
- Storage site inspections
 - Vehicle / Equipment inspections
 - Interviews

If the County elects to conduct additional round(s), the County shall provide written notice to all Proposers describing the next step. At any time, the County may dispense with the selected additional round and: (1) issue a Notice of Intent to Award to the highest-ranking Responsible Proposer; or (2) elect to conduct an alternative round of competition; or (3) cancel the solicitation.

- D.5.4 Reference Checks. The County reserves the right to investigate any Proposer(s)' references, including customers and clients not listed in a Proposer's proposal. This inquiry may include, without limitation, investigation of past performance of any Proposer with respect to its successful performance of similar contracts, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors. If reference checks are conducted, the Evaluation or Interview Committee members may adjust their scores from any previous scoring round based on feedback provided on any proposer's past performance.

SECTION E – AWARD AND NEGOTIATION

- E.1 Award Consideration. The County, if it awards a Contract, shall award a Contract to the highest ranking Responsive and Responsible Proposer(s) based upon the scoring methodology and process described herein. The County may award less than the full Scope defined in this RFP.
- E.2 Intent-To-Award Announcement. The County will notify all Proposers in writing that the County intends to award a contract to the selected Proposer(s) subject to successful negotiation of any negotiable provisions. The County will make such notification by (a) posting such notification on the website specified on page 1 of this RFP, and/or (b) emailing the Proposer(s) its Notice of Intent to Award a contract at the email address provided in the proposer's Cover Letter. The Intent to Award Announcement shall serve as notice to all Proposers that the County intends to make an award. Identification of the Apparent Successful Proposer is procedural only and creates no right in the named proposer to the contract.

SECTION F - CONTRACTOR RESPONSIBILITY

- F.1 Prime Contractor. Should a tow company's proposal include services by others, the tow company will act as prime contractor and shall be the sole point of contact with regard to contractual stipulations, including payment of any and all charges resulting. In addition, the successful tow company shall so

identify any and all services to be performed by others in the response to this RFP, if applicable, and shall be responsible for meeting all other requirements of this RFP.

- F.2 **SUBCONTRACTORS.** The names and addresses of all proposed subcontractors shall be furnished in writing as a part of the proposal and the selection of subcontractors must be acceptable to the County. If, in the County's judgment, any subcontractor(s) fail to perform work in strict accordance with the contract requirements, Tow Firm, after due notice from the County, shall discharge the same. Information on any replacement subcontractor(s) must also be furnished to the County and the replacement must then be acceptable to the County. This action shall in no way release the tow company from its obligations and responsibilities under the contract. Every subcontractor shall be bound by the requirements and provisions of the contract, as far as applicable, to their work. Nothing contained herein shall create any contractual relationship between the subcontractor and the County.

F.3 **REPRESENTATIVES**

- F.3.1 The tow company must designate one or more of the company's representatives who will be the persons with whom the County will deal in finalizing a contract. This person(s) must have full authority to bind the company with respect to all issues. This person(s) should attend all meetings with the County regarding the preparation of any contract or agreement.
- F.3.2 The tow company must also designate one of the company's representatives who will be the prime contact for the County for both towing services. Written notification of the persons to be assigned to actually complete the tow services will be given to the County in response to this RFP. For new staff, the County requests a summary of experience and areas of anticipated responsibility during the current year.

SECTION G – PROTEST PROCEDURES

All proposals submitted in response to this RFP are subject to the conditions of this RFP. All matters not specifically addressed in this RFP or the Contract will be governed by the County's Public Contracting Rules as well as applicable Oregon Revised Statutes (ORS), other rules pertaining to procurement and contracting at the County. Any decision(s) by the County regarding selection of a tow company and/or the award of a contract that is adverse to another tow company may be appealed by delivering (to the name and address in Section 6.1) a written appeal within five (5) working days of the decision to the Linn County Contract Review Board, which is composed of the Board of County Commissioners. Written appeal must include a concise statement of the complaint, setting forth all pertinent facts, citation to applicable law or authorities, and the relief requested.

- G.1 **Solicitation Protests.** A Proposer may protest terms and conditions of this RFP pursuant to LCPR 137-048-0730). An Offeror must deliver a written protest to the POC provided in Section B.3 not less than seven (7) days prior to the closing date. Each protest and request for change must include the reasons for the protest or request and any proposed changes to the RFP provisions or specifications. The County is not required to consider a Proposer's request for change or protest after the deadline.
- G.2 **Contract Award Protests.**
- G.2.1 **Contract Award Protests Generally.** An adversely affected or aggrieved Proposer may submit a written protest of the County's selection of a consultant for award of a contract in accordance with LCPR 137-048-0740. In order to be an adversely affected or aggrieved Proposer, the Proposer must show that they are the actual highest-ranked Proposer because all other higher-ranked Proposers failed to meet the requirements of the RFP, or because the higher-ranked Proposers otherwise are not qualified to perform the services requested under this RFP. No protest of award shall be considered after seven (7) days from the date of the Intent to Award Announcement.
- G.2.2 **Contract Award Protest Deadline.** Proposers will have seven (7) calendar days from the date of the Intent-to-Award Announcement within which to file a written protest. Protests submitted after that date will not be considered. Protests must be addressed to the POC provided in Section B.3. After expiration of the seven (7) calendar-day protest period, and resolution of all protests, the County will proceed with final contract award. (If the County receives only one bid, the County may dispense with the protest period and proceed with award of a contract.)

- G.3 Response to Protests. The County will respond in writing to protests submitted by adversely affected or aggrieved Proposers within a reasonable time following the County's receipt of the protest. Once resolved, the County will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the protest results in a change to the RFP, the County shall revise the RFP accordingly and will re-advertise the RFP in accordance with LCPR 137-047.

SECTION H - LIMITATION

- H.1 Linn County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified tow companies or to cancel, in part or in its entirety, this RFP if it is in the best interest of the County to do so. This RFP does not commit the County to pay any costs incurred in the preparation or presentation of a proposal.

SECTION I - PROPOSAL REVIEW

- I.1 The tow companies responding shall warrant by their action in submitting a proposal that all requirements by the County related to this RFP have been reviewed by a responsible representative of the firm. The information presented in the RFP is believed to be accurate and complete; however, the tow companies must make every effort to verify the accuracy and completeness of the data presented before preparing their RFP responses.

SECTION J – MISCELLANEOUS TERMS AND CONDITIONS

- J.1 Costs of Proposals. Responses to this RFP do not commit the County to pay any costs incurred by any Proposer in the submission of a Proposal. The Proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its Proposal.
- J.2 Addendum. Any change to this RFP shall be made by written addendum. The County is not responsible for any explanation, clarification or approval made or given orally or in any manner other than by addendum. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any.
- J.3 Cancellation. The County reserves the right to cancel this RFP solicitation or award of the contract at any time before execution of the contract by both parties if cancellation is deemed to be in Linn County's best interest. In no event shall the County have any liability for the cancellation of award.
- J.4 Disputes. In case of any doubt or differences of opinions as to the items or service to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the County shall be final and binding upon all parties.
- J.5 Publicity. Any publicity giving reference to this project, whether in the form of press releases, brochures, photographic coverage, or verbal announcement, shall be done only after prior approval of the County.
- J.6 Conflict of Interest. A Proposer submitting a proposal thereby certifies that no officer, agent or employee of Linn County who has a pecuniary interest in this RFP has participated in the contract negotiations on the part of the County, that the proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same call for proposals, and that the proposer is competing solely in its own behalf without connection with or obligation to, any undisclosed person or firm.
- J.7 Collusion. A Proposer submitting a proposal hereby certifies that no officer, agent, or employee of Linn County has a financial interest in its Proposal; that its Proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer; and that the Proposer is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
- J.8 Taxpayer Identification Number. The apparent successful Proposer shall provide its Taxpayer Identification Number (TIN) and backup withholding status on a completed W-9 form if either of the following applies:
When requested by the County (normally in an intent to award notice), or

When the backup withholding status or any other information of Proposer has changed since the last submitted W-9 form, if any.

The County will not make any payment until the County has a properly completed W-9.

- J.9 Business Registry. If selected for award, the Proposer must be duly authorized by the State of Oregon to transact business in the State of Oregon before executing the Contract. The selected Proposer shall be required to submit a current Oregon Secretary of State Business Registry number, or an explanation if not applicable.

All Corporations and other business entities (domestic and foreign) must have a Registered Agent in Oregon. See requirements and exceptions regarding Registered Agents. For more information, see Oregon Business Guide, How to Start a Business in Oregon and Laws and Rules. The titles in this subsection are available at the following Internet site: <http://www.filinginoregon.com/index.htm>.

- J.10 Submitted Materials are County Property. All materials submitted for any proportion of a Proposal in response to this RFP, or during any tier of this solicitation, will become the property of the County and will not be returned to proposers.

- J.11 Additional Reservations. The County reserves the right to:

- Waive any irregularities of informalities in any Proposals
 - Extend the deadline for submission of Proposals
 - Accept the proposal deemed to be the most beneficial to the public and Linn County
 - Negotiate and accept, without advertising the RFP, the proposal of any other offer in the event that an agreement cannot be successfully negotiated with the selected Proposer.
-

ATTACHED EXHIBITS

Exhibit A: Contractor Pricing Worksheet
Exhibit B: Contractor Application Worksheet
Exhibit C: Contractor Certification Sheet
Exhibit D: Confidentiality Agreement
Exhibit E: Complaint Handling Procedures
Exhibit F: Definitions
Exhibit G: Map of designated Tow Zones
Exhibit H Affidavit of Trade Secret
Exhibit I: Sample Tow Contract

EXHIBIT A: PRICING WORKSHEET

FOR SHERIFF'S USE ONLY:	
Contractor Name	
Tow Zone	
Class of Tow (Class A OR Class B and C)	

Attach a copy of your proposed towing invoice for approval.

1. Towing
 - a. Passenger cars, trailers, motorcycles, and pickups without campers and all other vehicles rated at less than one (1) ton:
\$_____ per unit
 - b. Vehicles rated at one (1) ton to two (2) tons, whether loaded or unloaded, and vehicles with campers:
\$_____ per unit
 - c. Vehicles rated at more than two (2) tons, whether loaded or unloaded:
\$_____ per unit. Price includes towing of truck only. Any additional labor and staffing will be billed at the rate of \$_____ per worker/per 1/4 hour.
 - d. Drop-charge (hook up but don't tow):
\$_____ per unit
2. Other Services.
 - a. Dolly use:
\$_____ per unit
 - b. Mileage: From the site of recovery to storage area
\$_____ per mile
 - c. Recovery rate - per hour charge to be charged in quarter hour intervals after the first 1/2 hour. Recovery rates are for righting overturned vehicles, winching and usage of equipment (such as additional lengths of cable, air recovery cushions, chokers, slings, shackles, snatch, etc.) other than that required for a normal tow:
\$_____ additional 1/4 hour
3. Storage. These charges are based upon any part of a twenty-four (24) hour calendar day:
 - a. Outdoor storage:
\$_____ per day per vehicle
 - b. Indoor storage (at Sheriff Office's direction):
\$_____ per day per vehicle
4. After-Hours Release: \$_____ per unit
5. Driver Compensation: \$_____ Commission per Tow? \$_____ Flat Rate / Hourly?
Describe method for driver compensation below.

EXHIBIT B: CONTRACTOR APPLICATION WORKSHEET

Statement of Qualifications for Providing Vehicle Towing and Storage Services

1. Legal Name of Business: _____
2. Addresses:
Mailing Address: _____

Business Office
Address (if different): _____

Tow Lot
Address (if different): _____

3. Telephone Numbers:

Dispatch _____ (The first number that dispatcher will use.)

Lot _____ (Must always ring at the storage lot/office location.)

Fax Number _____ (A dedicated line used only for sending and receiving faxes.)

Emergency Number _____ (For use if applicant's other numbers do not respond.)

E-Mail address _____
4. Business operates as:
sole proprietorship _____ SS #
partnership _____
corporation _____ FEIN
other (indicate) _____
5. Storage Facilities: Please complete information (sections a-d) for each tow area you wish to be assigned.

For Tow Area _____ [Zone 1-5], as identified on the map attached to this contract, for tow trucks designated as Class _____ [Class A or Class B and C], the following information is provided:
 - a. Primary Storage Facility address:

 - b. Property zoned as: _____ (Must provide documentation, such as property tax form, or letter from applicable city or county planning office.)
 - c. If not room for 20 vehicles at this location, address of secondary lot to accommodate room for 20 vehicles within the tow area:

Secondary lot location:

(Must provide documentation showing that have authority to use property, such as property tax form or lease).

Property zoned as: _____ (Must provide documentation, such as property tax form, or letter from applicable city or county planning office.)

d. Vehicle release location:

(no business office required, but well-lit counter space, ability to accept visa or debit cards, \$50 change, and room for storage of 20 vehicles.)

Property zoned as: _____ (Must provide documentation, such as property tax form, or letter from applicable city or county planning office.)

7. Attach a list of all equipment to be assigned to these tow areas. Attach copies of inspection documents from _____ state or other agencies. In your listing include:

- a. Equipment type (wheel lift, roll bed, motorcycle trailer, etc.)
- b. Class (A, B, C trucks)
- c. Vehicle Identification Number (VIN)
- d. License Plate
- e. Vehicle year
- f. Make
- h. Gross Vehicle Weight Rating
- i. Vehicle unit # assigned by tow firm if any

8. Attach a list, in descending order of authority, of the first, middle and last names and Social Security Numbers of all applicants, owners, part-owners, partners, business associates, principal parties, officers, _____ directors, agents, or any other persons associated with the applicant's performance of this Contract, plus their titles, dates of birth and emergency telephone numbers. Attach a clearly legible copy of the current Driver's License, or state issued identification card, for each person listed.

9. Financial Interest: - Attach a list of any other legal entities (individuals, corporations, etc.) not mentioned in question 8, having a financial interest in the business. Include names, addresses, birth dates, social security numbers and telephone numbers.

10. List applicant's contact person(s) with responsibility for handling Agency and/or citizen complaints and other communications. Individual named must be available at the applicant's place of business during normal business hours, and have a high degree of familiarity with the Tow Contract.

Name

Contact Telephone Number

11. Has applicant registered with the Oregon Corporation Division as doing business under an assumed business name or partnership?

YES _____ NO _____

If Yes, please provide either the assumed business name and registration date or the partnership name and date of registration:

Name: _____ Reg Date: _____

7. Has applicant registered with the Oregon Corporation Division as a limited partnership or a corporation? YES _____ NO _____

If Yes, enter the Corporation Division number: _____

8. Has applicant previously had a towing contract canceled and/or terminated by any other jurisdiction? YES _____ NO _____

If Yes, attach a statement providing the date, location and basis for the cancellation and/or termination.

9. Has any owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the applicant's performance of this Contract previously had a towing contract canceled and/or terminated by any other jurisdiction?

YES ____ NO ____

If Yes, attach a statement providing the date, location and basis for the cancellation and/or termination.

10. Attach a list of all employees, full or part-time and any personnel providing services under contract or employment agreement. Include the following information about each person listed:

- a. First Name, Middle Name, Last Name
- b. Date of Birth
- c. Driver's License Number and State
- d. Commercial Driver's License Number and State, if applicable
- e. Job Title (driver, dispatcher, etc.). List all duties of each employee. If employee is a driver, list all types of tows he/she will perform (i.e., Class A, B or C).
- f. Social Security Number

Attach a clearly legible copy of the current Operator's License or state identification card for each person listed. A signed copy of the Confidentiality Statement provided in this packet must also be attached for each staff member.

11. Do you have knowledge of any arrests, charges, or convictions during the ten years prior to this application of any applicant, owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the applicant's performance of this Contract for any of the following offenses: theft, robbery, burglary, assault, drugs, prostitution, weapons, fraud, trafficking in stolen goods or any traffic crime, including but not limited to: driving under the influence of intoxicants, reckless driving, attempt to elude a police officer, leaving the scene of an injury accident or hit and run?

YES ____ NO ____

If Yes, attach a written description of the circumstances of the arrest, charge or conviction, including the date, location and any other pertinent information.

12. Attach one original and one copy of the applicant's certificate of \$1 million LIABILITY INSURANCE with Linn County named as an additional insured, and complete the following:

13. Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

18. Attach one original and one copy of the applicant's certificate of \$100,000 FIRE and THEFT (GARAGEKEEPERS) INSURANCE with Linn County named as an additional insured, and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

19. Attach one original and one copy of the applicant's certificate of \$50,000 CARGO INSURANCE with Linn County named as an additional insured, and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

20. Attach one original and one copy of the applicant's certificate of WORKER'S COMPENSATION coverage, and complete the following:

Insurance Provider: _____

Policy No: _____ Exp. Date: _____

Agent: _____ Phone: _____

Lien Filing Procedures

- Does the applicant use a lien service? If so, who?
- How are out of state vehicles handled?
- What records does the applicant maintain regarding vehicles that are liened and sold?
- How long are these records kept?
- Attach a copy of the lien notice letter used by the applicant or the applicant's lien service of choice.
- Submit the completed application with the following attachments:
 1. List of all applicants, owners, part-owners, partners, etc.
 2. List of other legal entities with financial interest.
 3. Description of cancellation or termination of previous contract (if applicable).
 4. List of all employees.
 5. A clearly legible copy of a current Driver's License or state issued identification card for all persons listed as owners, part-owners, partners, business associates, officers, directors, agents, principal parties, employees or contract staff.
 6. Confidentiality statements.
 7. Information about any arrests, charges or convictions (if applicable).
 8. Original plus one copy of applicant's Liability Insurance certificate
 9. Original plus one copy of applicant's Garage Keepers Insurance certificate.
 10. Original plus one copy of applicant's Cargo Insurance certificate.
 11. Original plus one copy of applicant's Worker's Compensation Insurance certificate.
 12. List of all trucks and special equipment
 13. Information about lien filing procedure, including a copy of the lien letter.
 14. Attach a copy of your current tow service rate schedule for private consensual tows.

False information submitted by an applicant shall be considered grounds for rejection or immediate termination of the Tow Services Contract. Therefore, review of this document is an important step prior to signing. Signing of this document certifies that all statements contained herein are true to the best of signer's knowledge.

Certification for Operators/Drivers/Employees and Owners:

The Sheriff's Office will conduct a criminal check on all employees and owners. In most cases only the past 10 years will be considered, but the Sheriff's Office reserves the right to consider felonies older than 10 years on a case-by-case basis. The tow firm will submit new employee's names no later than the 10th of the month following employment. Employees and owners will be considered having passed the criminal check unless the Sheriff's Office otherwise notifies the Tow Firm. In cases where an employee does not pass the criminal check, the tow firm must inform the employee by the end of that day that they may no longer perform any work related to the contract that covers requests by the Linn County Sheriff's Office.

Additionally for drivers, their DMV record for the three-year period before the date of their application will show not more than:

- three (3) traffic infractions or,
- three (3) serious traffic violations, or
- three (3) motor vehicle accidents which are required to be reported to DMV, or
- greater than three (3) of any combination of infractions, serious traffic violations or motor vehicle accidents, as defined in State law.

I certify that I have reviewed the contents of this application, that all statements contained herein are true to the best of my knowledge, that I am an officer of the below named business, and that I am authorized to sign this document on behalf of the business. I authorize the county to complete any due diligence it feels necessary to confirm the information that I have submitted, including speaking to persons identified in this application.

Legal Name of Applicant

Signature of Authorized Officer

Printed name of Authorized Officer

Title of Officer

Date

EXHIBIT C: CONTRACTOR CERTIFICATION SHEET

Legal Name of Proposer: _____

Any individual signing below hereby certifies they are an authorized representative of Proposer and that:

1. Proposer understands and accepts the requirements of this RFP. By submitting a Proposal, Proposer agrees to be bound by the Contract terms and conditions in Exhibit I and as modified by any Addenda.
2. Proposer acknowledges receipt of any and all Addenda to this RFP.
3. Proposal is a firm offer for 60 days following the closing date.
4. If awarded a Contract, Proposer agrees to perform the scope of work and meet the performance standards set forth in the final negotiated scope of work of the Contract.
5. I have knowledge regarding Proposer's payment of taxes and by signing below I hereby certify that, to the best of my knowledge, Proposer is not in violation of any tax laws of the state or a political subdivision of the state, including, without limitation, ORS 305.620 and ORS chapters 316, 317 and 318.
6. I have knowledge regarding Proposer's policies and certify that, pursuant to ORS 279A.112, Proposer has in place a policy and practice of preventing sexual harassment, sexual assault, and/or discrimination against employees who are members of a protected class.
7. Proposer does not discriminate in its employment practices with regard to race, creed, age, religious affiliation, gender, disability, sexual orientation, national origin. When awarding subcontracts, Proposer does not discriminate against any business certified under ORS 200.055 as a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.
8. Proposer and Proposer's employees, agents, and subcontractors are not included on:
 - a. the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>, or
 - b. the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/SAM/#1>
9. Proposer certifies that, to the best of its knowledge, there exists no actual or potential conflict between the business or economic interests of Proposer, its employees, or its agents, on the one hand, and the business or economic interests of the State, on the other hand, arising out of, or relating in any way to, the subject matter of the RFP. If any changes occur with respect to Proposer's status regarding conflict of interest, Proposer shall promptly notify the State in writing.
10. Proposer certifies that all contents of the Proposal (including any other forms or documentation, if required under this RFP) and this Proposal Certification Sheet, are truthful and accurate and have been prepared independently from all other Proposers, and without collusion, fraud, or other dishonesty.
11. Proposer understands that any statement or representation it makes, in response to this RFP, if determined to be false or fraudulent, a misrepresentation, or inaccurate because of the omission of material information could result in a "claim" {as defined by the Oregon False Claims Act, ORS 180.750(1)}, made under Contract being a "false claim" {ORS 180.750(2)} subject to the Oregon False Claims Act, ORS 180.750 to 180.785, and to any liabilities or penalties associated with the making of a false claim under that Act.
12. Proposer acknowledges these certifications are in addition to any certifications required in the Contract found in Exhibit I and at the time of Contract execution.
13. If any Amendments are issued in connection with this RFP, Proposer has received and duly considered such Amendments, and acknowledges and agrees to the terms of all such Amendments as those terms revise the scope, terms and conditions of this RFP.

Authorized Signature

Date

(Print Name and Title)

EXHIBIT D: CONFIDENTIALITY AGREEMENT
CONFIDENTIALITY AGREEMENT
CONTRACT FOR VEHICLE TOWING AND STORAGE

I understand and agree that:

1. On or about _____, 2025, _____ (Tow Firm) signed an application to provide vehicle towing and storage services to the Linn County Sheriff. The Towing Services Contract requires the Tow Firm and it's employees, to treat as confidential all the information provided by the Sheriff pursuant to the Towing Policy and Tow Services Contract.
2. In the course of my employment for the Tow Firm I may have access to, or become aware of, information regarding the pursuit, apprehension or prosecution of criminal suspects which may be of a highly confidential or sensitive nature, I will treat the official business of the Linn County Sheriff as confidential. I agree that I will disseminate the Sheriff's information only to those agencies, officials and/or tow firms for whom it is intended as provided by the Policy, and to no other person. I further agree not to divulge or disclose to any person any confidential or sensitive information of any kind or form learned or obtained by me in performance of my employment by the Tow firm which may enable or allow any person to conceal or dispose of goods, money or other valuable items stolen or otherwise unlawfully obtained, or to avoid detection, arrest, or punishment.
3. I agree that I have personal and individual responsibility for the protection of all law enforcement information, documents and material I come into contact within the course of my employment with the Tow firm, and that disclosure of law enforcement information in violation of this Confidentiality Agreement may result in my dismissal or other disciplinary action by the Tow Firm.
4. I will report at once to my immediate supervisor and the Sheriff, if I am arrested, charged, convicted, or sentenced for any criminal offense. I agree that failure to report as provided by the Towing Policy may result in my dismissal or other disciplinary action by the Tow firm.

Print Name

Signature

Date

Tow Firm Name

Authorized Signature

Date

EXHIBIT E: COMPLAINT HANDLING PROCEDURES

COMPLAINT HANDLING PROCEDURES NON-CONSENSUAL TOWS

The Sheriff has approved the following Procedures for resolving a citizen complaint against a tower:

Step 1 Complainant is advised to contact the tower to give an opportunity for immediate resolution.

Step 2 If first contact is unsuccessful, complainant is advised to submit a written complaint to:

Tow Coordinator, Civil Division of Linn County Sheriff's Office
Linn County Courthouse, Room 317A
300 4th Avenue SW, P.O. Box 100
Albany, OR 97321

which includes:

- name, address and telephone number of the complainant
- name of the tower
- date and time, location and reason for the tow
- license plate and description of the towed vehicle
- copy of the tow bill
- description of what occurred and what the complainant feels is wrong
- a statement of the desired remedy.

Step 3 Written complaints are forwarded to the tower with the expectation that the tower shall investigate the complaint, contact the complainant to discuss a resolution and inform the Sheriff, in writing, of the tower's conclusions within a reasonable period of time. The tower may contact the Sheriff for assistance in settling citizen disputes.

None of these steps is intended to preclude complainant from pursuing action in civil court.

EXHIBIT F: DEFINITIONS

DEFINITIONS

For the purposes of the Sheriff's Tow Policy and this RFP, which will both be incorporated into the Sample Tow Contract executed by Contractors and the Sheriff's Office, certain terms, phrases, words, abbreviations and their derivations shall be construed as specified in the Towing Policy and this RFP. Words used in the singular include the plural and the plural the singular. Terms, phrases, words, abbreviations and their derivatives used, but not specifically defined in this Towing Operations Manual, either shall have the meanings defined in the State of Oregon Motor Vehicle Code, or if not therein defined, shall have the meanings commonly accepted in the community.

- A. **"Abandoned" or "Abandoned vehicle"** – A vehicle that has been parked or left standing upon any public way for a period in excess of 24 hours without authorization by statute or local ordinance.
- B. **"Administrative Release form" (Release)** - A document issued by the Sheriff's Office or circuit court authorizing release of a towed vehicle to the bearer. Also called "Records Division Vehicle Release Form".
- C. **"Business Records"** – Those records maintained by the tow or recovery business that relate to non-consensual tows.
- D. **"Drop Fee"** - The fee assessed when a vehicle is released to the registered owner/ owner's agent, prior to completion of the hookup.
- E. **"Gate Fee"** - Fee assessed for access to a vehicle, whether for release or retrieval of personal effects, on holidays recognized by the State of Oregon, Saturdays and Sundays, or before 8:00 am or after 6:00 pm Monday through Friday.
- F. **"Gone on Arrival (GOA)"** - When the vehicle requested to be towed has been moved prior to Tow firm's arrival at the tow scene.
- G. **"Nonconsensual Tow"** – A tow in which law enforcement personnel have requested the tow for police purposes, including tows as discussed under "Tows, types" below.
- H. **"Oversized tow vehicle"** - A tow truck equipped to perform towing of automobiles, motorcycles, or other vehicles, and which has a gross vehicle weight rating of at least 10,000 lbs.
- I. **"Owner"** when referring to the owner of a vehicle as defined in ORS laws relating to towing, means the person responsible for the vehicle and who is liable for the cost of removal and disposition of an abandoned vehicle. The owner, for purposes of this Manual, shall be considered the person to whom the vehicle is registered according to the State Motor Vehicle Division's records.
- J. **"Owner's agent"** - A person with written authorization by a vehicle owner to have access to the vehicle.
- K. **"Permit"** - The permit defined by Oregon law regarding towing.
- L. **"Personal Effects"** - Property within a vehicle that is not bolted, fastened, snapped into place or otherwise attached to the vehicle.
- M. **"Police Hold"** - Any tow or storage request by the Sheriff for any vehicle subject to seizure pursuant to legal process, or any vehicle towed and stored on behalf of the Sheriff when such storage will require authorization from the Sheriff before the vehicle may be released.
- N. **"Policy"** - The Towing Policy as adopted by the Sheriff, which is incorporated into this RFP and the resulting contracts entered with Tow Firms, and any approved changes, attachments, or amendments made a part of the Towing Policy.
- O. **"Qualified Driver"** - A person registered as a tow truck driver employed by a Tow Contractor and possessing the following:
 - a. Current valid operator's license, and
 - b. Sheriff's Office approval.
- P. **"Recreational Vehicle"** – Includes but is not limited to campers, all classes of motorhomes and recreational trailers that are required by Oregon Department of Motor Vehicles to be registered and titled in Oregon. This definition specifically includes "park trailers" less than 8 ½ feet wide.
- Q. **"Releases", types:**
 - 1. **D: Dismantling Certificate.**
 - 2. **DROP:** Release of a vehicle when the owner/owner's agent returns to the tow scene before the hookup is completed.
 - 3. **ELSEWHERE (ELSE):** Delivery of a vehicle as Private Non-Preference to a location of the owner's, or owner's agent's choice, other than the Tow firm's storage yard.
 - 4. **LIEN:** Release by means of asserting a possessory lien.
 - 5. **MOVE:** Request for moving vehicles at an Agency facility.
 - 6. **PREF:** Release of a Private Preference tow at the owner's/owner's agent's choice of location.

7. **RELEASE TO OWNER (RO):** Release of a vehicle to the owner/owner's agent.
8. **RE-TOW:** Request for removal of a vehicle from formal Police Hold storage at a Sheriff's operated facility.
9. **SERVICE:** Providing road service to a Sheriff's vehicle.
10. **STOLEN:** Stolen from the Tow firm's storage lot.
11. **T:** Title surrendered in lieu of payment of fees.

TBTH: Tow By The Hour

- R. **"Sheriff"** - The Sheriff of Linn County and any law enforcement personnel, other personnel under their authority, or agent.
- S. **"Storage facilities"** - The area used by tow firms for storing towed vehicles.
- T. **"Storage Services"** - Services provided by a Tow firm, which include protection and storage of a vehicle and its contents after towing at the request of the Sheriff pursuant to this RFP and the resulting contracts entered with Tow Firms. Such storage shall be in a secure facility, as defined in this RFP and the resulting contracts entered with Tow Firms. These services may also include covering a vehicle with a tarp in case of inclement weather, inventorying personal effects, and removal of valuables for safekeeping.
- U. **"Tow area"** - Any of the geographical areas of Linn County as shown in the map that is a part of the Sample Tow Contract attached to this RFP as Exhibit A and by this reference incorporated herein.
- V. **"Tow Firm"** - Any qualified towing and/or recovery business which holds a current, valid towing business certificate issued under Oregon Revised Statutes pertaining to towing, by the Oregon Division of Motor Vehicles, and has entered a Tow Contract with the Sheriff pursuant to this RFP. A tow company, which is party to this RFP and its agents and employees, including all principal parties, such as its officers, directors, shareholders and managers. In regards to penalties imposed, conditions, liabilities, and any other portion of this RFP, and the resulting contracts entered with Tow Firms, deemed relevant, this shall include any new corporation partnership, sole proprietorship or organization of any kind which includes a substantial portion of a former tow firm's assets or personnel.
- W. **"Tow vehicle"** - A tow truck equipped to perform towing of automobiles, motorcycles, or other motor vehicles, and which has a minimum of one-ton manufacturer's designation and a less than 10,000 lbs. gross vehicle weight rating. GVWR of 10,000 lbs. or more is an "oversized tow vehicle".
- X. **"Towed Mile or Mileage"** - The actual distance, measured in miles, that a vehicle is hooked and towed by a tow vehicle.
- Y. **"Towing Coordinator"** - Staff to the Sheriff. The Sheriff's Office employee(s) designated to inspect equipment and facilities, review applications, assess penalties, audit records, resolve complaints, and represent the Sheriff.
- Z. **"Tows", types:**
 1. **Abandoned Vehicle:** Any tow so designated by the Sheriff's abandoned vehicle program.
 2. **Class A:** A tow, or service request, of a passenger vehicle or truck or van, up to 10,000 Gross Vehicle Weight Rating (GVWR), unloaded, which requires a Class A tow truck.
 3. **Class B:** A tow, or service request, of a vehicle exceeding 10,000 Gross Vehicle Weight Rating (GVWR) which requires a Class B tow truck.
 4. **Class C:** A tow, or service request, of a vehicle exceeding 20,000 GVWR that requires a Class C tow truck.
 5. **Police Tow:** A vehicle towed by the direction of law enforcement, such as recovered stolen, prisoner's property, no insurance, formal or temporary Police Hold, or otherwise designated as a Police tow by the Sheriff. Not all Police Tows will require written releases by the Sheriff.
 6. **Private Non-preference Tow:** A tow of a vehicle where the owner does not express a preference for a particular tow company, and the tow is not at the direction of law enforcement.
 7. **Re-tow:** Removal of a vehicle towed as a Police, Penalty, or Abandoned Vehicle tow to or from a Sheriff-operated storage garage or any other location at the direction of Sheriff's personnel.
 8. **Road Service:** A request for road service on an Agency-owned vehicle, limited to tire changes, jump starts, winch outs, and delivery of up to two (2) gallons of gasoline.
- AA. **"Vehicle description"** - A description of a vehicle including at a minimum the license information, issuing state, make, model, year, color, body style, and vehicle identification number (V.I.N.)

EXHIBIT G: MAP OF DESIGNATED TOW ZONES

There are five tow zones for Linn County Sheriff's Office. Each Zone is identified on the map included in the link below.

<https://gis.co.linn.or.us/portal/apps/experiencebuilder/experience/?id=8f9689b4e69e46578a5d3131c4dac43e>

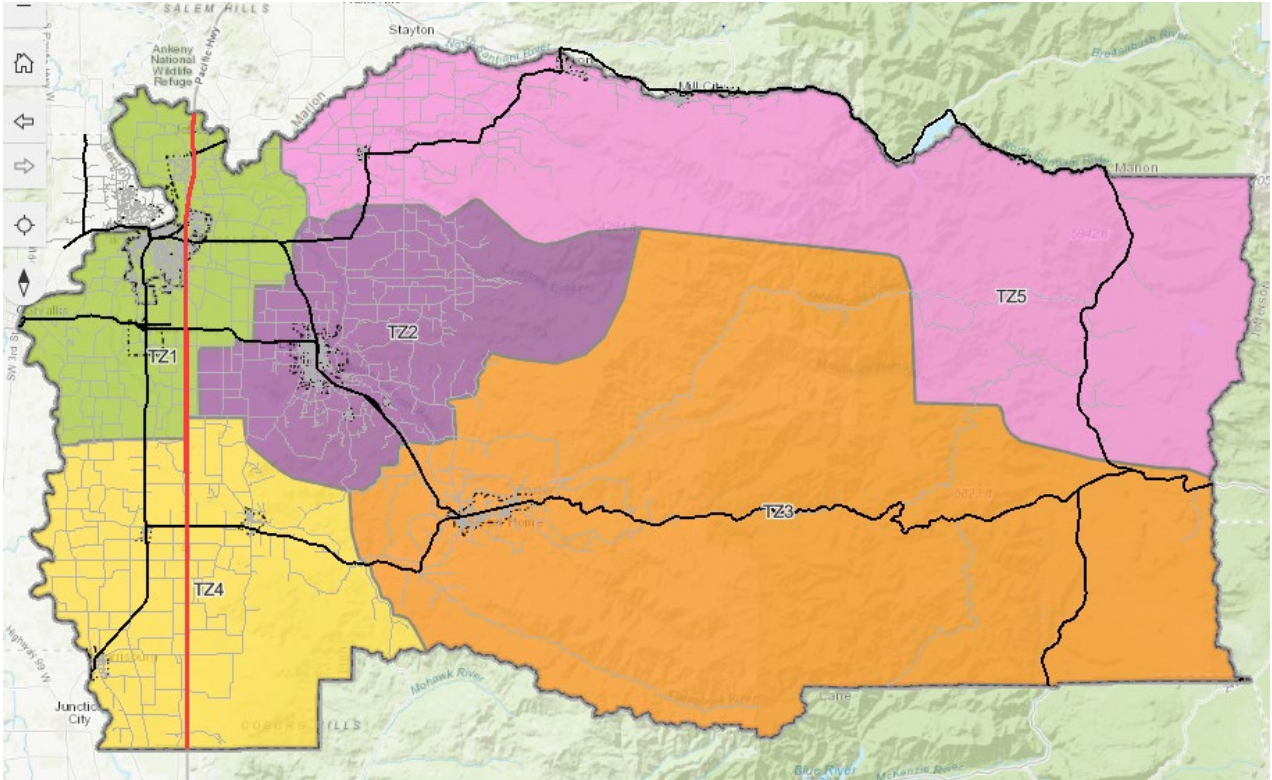


Exhibit H Affidavit of Trade Secret

_____ (Affiant), being first duly sworn under oath, and representing _____ (hereafter "Proposer"), hereby deposes and swears or affirms under penalty of perjury that:

1. I am an employee of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this affidavit and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about [insert date] (the "Proposal"), to Linn County in response to Request for Proposals 2025-386 for Towing Services and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

Or

- B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

State of _____)

) ss:

County of _____)

Signed and sworn to before me on _____ (date) by _____ (Affiant's name).

Notary Public for the State of _____

My Commission Expires: _____

Affiant's Signature

EXHIBIT I: SAMPLE CONTRACT

CONTRACT FOR TOWING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2025. This agreement is by and between:

LINN COUNTY, a political subdivision of the State of Oregon, **LINN COUNTY SHERIFF MICHELLE DUNCAN**, and **LINN COUNTY SHERIFF'S OFFICE** (collectively, hereinafter referred to as "County"); and

_____ (hereinafter referred to as the "Contractor").

This agreement shall be administered by Linn County Sheriff Michelle Duncan (hereinafter referred to as "Sheriff") and the Linn County Sheriff's Office (hereinafter referred to as the "Sheriff's Office").

WHEREAS, from time to time the Sheriff's Office has occasion to request towing, removal and temporary custody of certain vehicles; and

WHEREAS, the Contractor has indicated the ability and willingness to perform those services with regard to those vehicles specified herein upon the following terms and conditions:

AGREEMENT

NOW, THEREFORE, County and Contractor, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

A. PURPOSE AND STANDARD OF SERVICES.

1. This contract sets forth the responsibilities and clarifies the relationship between the County and the Contractor for purposes of performing Non-Consensual Tows within the County.
2. This contract and the Linn County Sheriff's Towing Policy do not apply to or regulate any aspect of any tow operation other than non-consensual tows directed by the Linn County Sheriff's Office.
3. Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work in this contract. Unless otherwise specified in this contract, Contractor shall obtain all permits or licenses necessary to perform the work. Failure to comply shall constitute a material breach of this contract.
4. All work shall be performed in a professional manner, and unless the manner or means of performing the work are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted or used in the industry, in accordance with industry standards.
5. The Contractor agrees to furnish towing, storage and other related services as set out below when directed by the Sheriff's Office, and the Sheriff's Office agrees to call or cause the Contractor to be called for such services subject to the following terms, conditions, and standards of performance.
6. The Contractor agrees to not delegate the responsibility for providing services hereunder to any other individual or agency. The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the County.
7. Upon termination of this agreement, or as requested by County, Contractor will return to County all materials or documents produced or provided in connection with the work.

B. **TERM OF CONTRACT.** The term of this agreement shall be four (4) years from the effective date of this contract, subject to termination by either party according to the procedure set out below. This contract became effective BEGINNING DATE and shall extend through the FOUR YEAR DATE. Passage of the contract expiration date shall not extinguish or prejudice the County's right to enforce this contract with respect to any default or defect in performance that has not been cured.

C. **OPTIONS TO RENEW.** This contract may be extended for two (2) two-year terms at the sole discretion of the Sheriff (without further review by the Board of County Commissioners). Such extensions will be on the same terms as the original agreement, subject only to renegotiation of compensation (and other changes agreed by the parties). In no event shall compensation increases exceed the

increase in the Portland Consumer Price Index (CPI-U). The portion of the Consumer Price Index used to calculate increased compensation will be for the preceding 12-month period ending December 31 immediately prior to the date of extension of this contract.

- D. **EXCLUSIVE CONTRACT.** Contractor understands and acknowledges that this contract is exclusive as to Tow Zone ____ [Zone 1-5], as identified on the map attached to this contract, for tow trucks designated as Class ____ [Class A or Class B and C], and that all specified towing and related services for the Sheriff's Office will be referred to the Contractor in that particular zone for that class of tows so long as the Contractor is capable of meeting the terms of this contract in its entirety, subject to this paragraph. These towing services will include abandoned and hazard tows, impounds, motor vehicle accidents, evidence tows, vehicles owned by the County and any and all other tows, as modified by the language herein. The exception to the preceding sentence is for tows under ORS 809.698 and ORS 809.700 and those tows for seizures pursuant to writs and other provisional process, including, without limitation, the following: (1) writ of execution on replevin; (2) writ of execution, money judgment; (3) attachment; and (4) claim and delivery, so the tows described in this sentence are not a part of the towing services to be provided under this Contract. Additionally, if a reasonable attempt has been made to communicate the need for a particular tow, and if Contractor is unable or unwilling to provide such tow, or at the sole discretion of the Linn County Sheriff's Office, the County may immediately engage another provider to provide the required services without violating the terms of this exclusive contract. County is or has already terminated its rotational tow list and contractor agrees that it will not make a claim against the county for termination of such list. Contractor is prohibited from utilizing the existence of this contract in its advertising or public relations efforts.

E. **RATES.**

The following rates for towing and storage charges shall be effective from the date of execution of this contract, except as may be modified by the provisions in this contract, as specified below. All rates must be itemized on the invoice.

1. Towing.
 - a. Passenger cars, trailers, motorcycles, and pickups without campers and all other vehicles rated at less than one (1) ton:
\$ ____ per unit
 - b. Vehicles rated at one (1) ton to two (2) tons, whether loaded or unloaded, and vehicles with campers:
\$ ____ per unit
 - c. Vehicles rated at more than two (2) tons, whether loaded or unloaded:
\$ ____ per unit. Price includes towing of truck only. Any additional labor and staffing will be billed at the rate of \$ ____ per worker/per 1/4 hour.
 - a. Drop-charge (hook up but don't tow):
\$ ____ per unit
2. Other Services.
 - a. Dolly use:
\$ ____ per unit
 - b. Mileage: From the site of recovery to storage area
\$ ____ per mile
 - c. Recovery rate - per hour charge to be charged in quarter hour intervals after the first 1/2 hour. Recovery rates are for righting overturned vehicles, winching and usage of equipment (such as additional lengths of cable, air recovery cushions, chokers, slings, shackles, snatch, etc.) other than that required for a normal tow:
\$ ____ additional 1/4 hour
3. Storage. These charges are based upon any part of a twenty-four (24) hour calendar day:
 - a. Outdoor storage:
\$ ____ per day per vehicle
 - b. Indoor storage (at Sheriff Office's direction):
\$ ____ per day per vehicle

- c. After-Hours Release: \$____ per unit
4. Procedure for Reimbursement:
 - a. All invoices must be received to the email below, containing the information required, within 30 days of the services being rendered to the County by the Tow Firm.
 - b. To be eligible to receive the above reimbursement, Tow Firm must send request for reimbursement **via email** to:
Linn County Sheriff's Office – Accounts Payables
Payables@LinnSheriff.org
 - c. The request must contain:
 1. An invoice that lists the Tow Firm name and address, plate, VIN, date towed, date of disposal, and cost of tow
 2. An invoice from the vehicle dismantler detailing the costs of vehicle disposal. Dismantler's invoice should include a vehicle description and VIN.
 3. Copy of paperwork submitted to DMV stating the vehicle has been destroyed and dismantled.
 4. Payment terms will be Net 30.

F. DISPOSAL OF ABANDONED RECREATIONAL VEHICLES. Sheriff's Office may reimburse the Tow Firm for properly documented Recreational Vehicle dismantling and destruction in accordance with this section.

1. Reimbursable Expenses. The cost to dismantle and destroy recreational vehicles towed as part of services provided under this tow contract will be reimbursed at \$_____.
2. Vehicle must be permanently and completely destroyed.
3. Vehicle must be disposed of in a lawful and environmentally responsible way. Disposal must be reported to DMV.
4. Procedure for Reimbursement:
 - i. All invoices must be received to the email below, containing the information required, within 30 days of the services being rendered to the County by the Tow Firm.
 - ii. To be eligible to receive the above reimbursement, Tow Firm must send request for reimbursement **via email** to:
Linn County Sheriff's Office – Accounts Payables
Payables@LinnSheriff.org
 - iii. The request must contain:
 1. An invoice that lists the Tow Firm name and address, plate, VIN, date towed, date of disposal, and cost of tow
 2. An invoice from the vehicle dismantler detailing the costs of vehicle disposal. Dismantler's invoice should include a vehicle description and VIN.
 3. Copy of paperwork submitted to DMV stating the vehicle has been destroyed and dismantled.
 4. Payment terms will be Net 30.

G. ADDITIONAL DOCUMENTS AND EXHIBITS. The following documents are incorporated into this contract:

1. Linn County RFP for Towing Services and its Exhibits as follows:
 - Contractor Pricing Worksheet attached as Exhibit A to the RFP
 - Contractor Application Worksheet attached as Exhibit B to the RFP
 - Contractor Certification Sheet Attached as Exhibit C to the RFP
 - Confidentiality Agreement attached as Exhibit D to the RFP

Complaint Handling Procedures attached as Exhibit E to the RFP

Definitions attached as Exhibit F to the RFP

Map of designated Tow Zones attached as Exhibit G to the RFP;

2. Linn County Sheriff's Tow Policy, and any future amendments thereto; and
3. In the event there is a conflict between the documents comprising this contract, the following order of precedence shall apply: the terms and conditions in the body of this contract; Exhibit B to the RFP; Exhibit C to the RFP; Exhibit D to the RFP; and Exhibit E to the RFP; Exhibit F to the RFP and the Sheriff's Tow Policy;

H. PRIOR AGREEMENTS. From the date that this contract is signed, the parties agree that all prior agreements, written and verbal, concerning the subject matter addressed herein by and between the Contractor and the County shall be cancelled and held void.

I. DECLARATION OF NATURE OF CONTRACTUAL RELATIONSHIP. Contractor is an independent Contractor and not an employee of or agent of the County. County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

J. VEHICLES TO BE SERVED UNDER CONTRACT. The following classes of vehicle towing shall be made by the Contractor:

1. Sheriff's Office Tow - A tow of a vehicle owned by the County and designated for the use by the Sheriff's Office.
2. Evidence Tow - A tow of a vehicle in the custody of the County, which must be held in secure storage.
3. Penalty Tow - A tow of any vehicle impounded for a violation of law or ordinance, including nuisance vehicles, hazardous vehicles, abandoned vehicles on public or private property, or under a court order, except as provided under Section 5 below of this Paragraph I.
4. Non-Preference Tow - A tow ordered by the County of a non-County vehicle under such circumstances that the County has lawful authority to order the towing of the vehicle and the owner or person in possession cannot or will not select a tower.
5. Those tows for seizures pursuant to writs and other provisional process are not a part of these towing services, including, without limitation, the following: (1) writ of execution on replevin; (2) writ of execution, money judgment; (3) attachment; and (4) claim and delivery.

K. CONTRACTOR RESPONSIBILITIES. Contractor shall:

1. Contractor shall furnish towing services as provided by this Contract, when requested to do so by authorized Sheriff's Office personnel, in accordance with this Contract and the Towing Policy.
2. Contractor shall adhere strictly to the statutory requirements set forth in the Oregon Revised Statutes and Oregon Administrative Rules for lien foreclosure, disposition of vehicle contents, and collections. If Contractor does not comply, then Contractor is solely responsible for the liability incurred in the noncompliance with the applicable statutes and rules.
3. Tow trucks are not authorized as emergency vehicles. As such, unless specifically directed by an authorized Sheriff's employee, Contractors are prohibited from:
 - a. "Running code" by operating overhead emergency lights while en route to or from a tow scene
 - b. Disobeying traffic control devices (traffic lights, stop signs, etc.)
 - c. Use of any type of siren.
4. The Tow firm will not monitor the police radio, or the Dispatch radio, for gain or profit.

5. Contractor owner(s) or employees will not solicit information as to accident locations by payment of any form of gratuity.
6. Contractor owner(s) or employees will not solicit those at the scene of an accident. They may render assistance without charge at the scene of any accident to clear the public streets or highways of any debris or obstruction, or to render any other safety or humanitarian need.
7. Contractor owner(s) or employees will not require performance of repair work on a vehicle involved in an accident or breakdown in connection with providing towing service for the vehicle.
8. Contractor owner(s) or employees will not make any repairs or alterations to a vehicle without first being authorized by the owner, an authorized insurance firm, or other authorized agent of the vehicle owner. They may make emergency alterations when necessary to permit the safe towing of a vehicle.
9. The Contractor will not charge for services not performed or make duplicate charges for the same service or charge any fee in excess of those permitted under this Contract.
10. The Contractor owner(s) or employees will not use profane or obscene language which offends a customer or any other person.
11. The Contractor owner(s) or employees will be respectful and courteous to customers, motorists, Sheriff's employees or any other person. Contractor owner(s) or employees will not touch any customer, motorist, Sheriff's employee or any other person, except in self-defense if threatened with imminent physical harm to him/her self or another person, or to provide assistance when necessary, such as assisting elderly customers getting in and out of the tow truck.
12. Contractor owner(s) or employees will not remove any parts, property or personal effects or any other thing from a vehicle, except as specifically permitted in this contract, the Towing Policy, or at the explicit request of the vehicle owner/owner's agent.
13. The Contractor's owner(s) or employees will not operate in performance of this contract while consuming alcohol, illegal drugs, or while under the influence of alcohol or illegal drugs.
14. The Contractor's owner(s) or employees will not operate in performance of this contract while under the influence of drugs, unless such drugs are taken pursuant to a doctor's prescription or are available over the counter. Any drugs used must not impair the operator's ability to safely perform all functions necessary to the fulfillment of this contract.
15. The Contractor's owner(s) or employees will not operate any vehicle or other equipment in performance of this contract in a careless, reckless, or negligent manner as defined in ORS.
16. The Contractor's owner(s) or employees will not operate a towing vehicle in the commission of a crime.
17. The Contractor's owner(s) or employees will not refuse to issue a clearly legible receipt, if necessary, in addition to the standard tow bill, to any owner/owner's agent who requests a detailed listing of all charges.
18. The Contractor's owner(s) or employees will not require any vehicle owner/owner's agent to make any statement or sign any document relieving the Contractor from responsibility for the condition of the vehicle or its personal effects prior to the owner's/owner's agent's inspection of vehicle or personal effects.
19. The Contractor's owner(s) or employees will not use information obtained through performance of this contract to interfere with the performance of Sheriff's employees' duties.
20. Except as directed by a public safety officer, the Contractor will not operate any vehicle towed under this contract, except in Contractor's storage facility, and then only for the purpose of repositioning the vehicle for storage.
21. While performing under this Contract, the Contractor's owner(s) or employees will have access to, and become aware of, information that involves the pursuit of, apprehension and prosecution of criminals and/or is of a highly confidential or sensitive nature. Contractor's owner(s) or employees will treat the information to which it has access under this Contract as confidential. Contractor's owner(s) or employees will not disseminate any information to anyone except as provided by this Contract.

22. The Contractor will provide the name, address and phone number of its insurance company and agent to the Sheriff's Office if requested.
23. The Contractor will provide to the Sheriff the name and contact telephone number of the person assigned to complaint handling for the Contractor.
24. The Contractor will adhere to the Complaint Handling Procedures established and approved by the Sheriff for resolution of complaints against the Contractor.

L. SHERIFF RESPONSIBILITIES. Sheriff shall:

1. The Sheriff will work with the Contractor to ensure all required information outlined in this RFP is present on the Contractor's Tow Invoice. Sheriff and Contractor agree to work collaboratively to achieve the requirements of information on invoices for all parties.
2. For a vehicle placed under formal police hold which is later re-towed to a Sheriff-operated storage facility, the Sheriff will pay the Contractor for the original tow at the rate set forth in this contract, plus the re-tow.
3. The Sheriff will pay the Contractor within 60 days of acceptance of a correct billing submitted by the Contractor for a tow performed under this Contract for which the Sheriff's Office is liable.
4. The Sheriff will provide, to the Contractors, maps of the entire area served by this Contract showing the boundaries for each district. See attachment to the RFP.
5. The Sheriff will provide telephone numbers and addresses to the current contract dispatch service for Tow Firm.
6. The Sheriff will provide, to the current Tow Firm, a list of all other Contractors in each tow zone including telephone numbers and addresses, which will be the Tow Firm with whom the Sheriff has entered into a contract for the other class of tows in your particular designated tow zone.
7. In the event of a change to the Towing Policy, the Sheriff will notify all Contractors in each of the tow zones.
8. The Sheriff shall periodically revise the Tow Policy and other policies affecting the performance of this contract as necessary.

M. TERMINATION OF CONTRACT. This contract may be terminated, all or in part, under the following conditions:

1. For Convenience. Either party may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (30) days before the intended termination date. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
2. For Cause. In addition to its rights under Paragraph L (1) directly above, it is further agreed that the Sheriff may immediately terminate this agreement without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause:
 - a. Unsatisfactory performance or nonperformance. The Linn County Sheriff is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
 - b. Loss of available funding; or
 - c. Loss or suspension of occupational licenses required by the State of Oregon.
3. Notwithstanding any other provision contained in this agreement, the Sheriff may immediately suspend the Contractor's operations under this contract for a time certain upon the Sheriff's finding, in the Sheriff's sole discretion, that the Contractor, or employee(s) of the Contractor who performing services, has violated the terms of this contract or local, State or Federal law. The Contractor shall be notified in writing of the suspension and the reason therefore and shall be afforded within the five (5) day period after notice of suspension is sent an opportunity to personally meet and confer with the Sheriff concerning the violation of law or breach of contract. If the Sheriff suspends the Contractor and notifies the Contractor of the proposed termination at the same time and for the same reason, the suspension shall remain in effect until the term of the contract has expired.

4. Neither suspension or notice of proposed termination or termination shall act to relieve the Contractor from any obligation to safeguard any vehicle in storage, nor allow the Contractor to charge a rate greater than herein provided for the release of any vehicle towed pursuant to this contract, nor shall it relieve the County of any obligation to pay for services rendered or storage charges that may accrue and would otherwise be payable after termination of this contract.

N. CONDITIONS OF PUBLIC CONTRACT. Contractor shall:

1. Make payment promptly, as due, to all persons supplying such contractor labor or material for the completion of the work provided for in such contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against Linn County, a political subdivision of the State, the Sheriff, Sheriff's Office, its officials, employees, agents or representatives on account of any labor or material furnished.
4. Pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If the contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized in this section will not relieve the contractor from obligation with respect to any unpaid claims.
6. Covenant and agree to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279A-B, et seq, and the applicable Linn County Public Contracting Code and Rules, as though each obligation or condition were set forth fully herein.

O. CONDITION CONCERNING HOURS OF LABOR. ORS 279B.020 is applicable to any contract executed under this RFP. Accordingly, as this is a contract for services under section (8)(a) of such ORS 279B.020, persons employed under such contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection (1)(b)(B) to (G) of ORS 279B.020 and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

P. PAYMENT FOR MEDICAL CARE & PROVIDING WORKERS COMPENSATION.

1. The contractor shall promptly, as due, make payment to any person, full partnership, association, or corporation, furnishing medical, surgical, and hospital care, or other needed care and attention incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract, or agreement, for the purpose of providing or paying for such service.
2. All employers working under the contract are subject employers that will comply with ORS 656.017.

Q. INSURANCE. Contractor shall procure and maintain for the duration the term of the contract, and any extensions of time thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) attached.
 - b. Automobile Liability: Insurance Services Office (ISO) form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.

- c. Workers' Compensation insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.
- 2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. Commercial General Liability:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products Aggregate
 - \$1,000,000 Personal Injury

The General Aggregate shall apply separately to this project.
 - b. Automobile Liability:
 - \$1,000,000 Per Occurrence
 - c. Employers Liability:
 - \$500,000 Each Accident
 - \$500,000 Disease Aggregate
 - \$500,000 Disease Each Employee
- 3. Deductibles and Self-Insured Retention. Any deductible or self-insured retention must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, employees and agents; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
 - a. Commercial General Liability and Automobile Liability Coverage:
 - (1) The County, Sheriff's Office, its officers, employees, and agents are to be covered as additional named insureds as respects: liability arising out of activities performed by or on behalf of the Contractor including the Insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees, or volunteers.
 - (2) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, and agents. Any insurance or self-insurance maintained by the County, its officers, employees, or agents shall be excess of the Contractor's insurance and shall not contribute to it.
 - (3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, employees, or agents.
 - (4) The Contractor's insurance shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the insurer's liability.
 - b. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the County, its officers, employees, and agents for losses arising from work performed by the Contractor for the County.
 - c. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 5. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. Best rating of no less than A- VII. Exception to this requirement is given to SAIF Corporation for Workers' Compensation. Any other carriers with lower ratings may be given prior written approval.

6. Verification of Coverage. Contractor shall furnish the County with Certificates of Insurance that contain original endorsements for each insurance policy and signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County shall be listed as an "additional insured".
7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
8. Indemnification. Tow Firm shall defend, indemnify and hold harmless the County, Sheriff and Sheriff's Office, its officers, employees and agents from claims arising from injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the Tow Firm, its officers, employees or agents. The obligations or rights under this section may not be delegated or assigned without the express consent of the County.

R. EQUIPMENT.

1. Contractor must maintain within the designated Tow Zone a minimum of two (2) wrecker trucks, each with a driver, a tow yard, and possess valid State permits for towing and recovering vehicles for each wrecker used or owned. Copies of said permits must be supplied with the proposal.
2. Contractor's tow trucks shall be equipped with winching capabilities, dollies, safety lighting (on the wrecker and for the towed vehicle), accident warning signs and debris cleanup tools.
3. Contractor's tow trucks shall have the capability to tow and/or carry motorcycles without causing damage to same.
4. Contractor must have capability to tow vehicles of semi-truck size (but only if Class B and C tows). Such tow vehicle may be owned, leased, or available to Contractor under the terms of a written contract or agreement with vehicle owner or lessor, provided Proof of such contract or lease must be supplied with the bid. If the tow vehicle is not owned or leased by the Contractor, it must be available for service within thirty (30) minutes of a service call.
5. Contractor shall, at all times, have two-way voice communication with any tow truck they use in performing tows under this contract.

S. STORAGE

1. General Requirements.
 - a. Contractor shall store all vehicles towed under this agreement at a properly zoned location within the Tow Zone Area or nearby at designated location.
 - b. The storage facilities shall be within the Tow Zone Area or nearby at designated location and shall be in conformance with all applicable development code requirements.
 - c. Storage facilities shall be capable of accommodating vehicles to be stored as follows:
 - (1) All storage areas shall be constructed and maintained such that access to stored vehicles is limited to the Contractor's employees, County employees, and permittees of Contractor or County.
 - (2) All streets and places adjacent to such facilities shall be kept clear of vehicles that are in the custody of the Contractor.
 - d. If Contractor's storage facilities are filled to capacity, Contractor may remove vehicles held longer than forty-eight (48) hours, excluding holidays and weekends, to the facilities of another towing company with equivalent storage facilities within the Tow Zone, or if none is available, in a nearby tow zone. Such towing of vehicles shall not be subject to charge and Contractor shall notify the County of the vehicle's new location within one (1) hour of moving it.
 - e. Contractor must have an identification sign facing the street and readable from at least 500 feet in plain view at their place of business which provides the following information:

- (1) Company name
- (2) Regular business hours
- (3) A telephone number for after-hours information

2. Outside Storage.

- a. Contractor shall maintain a minimum of twenty-five (25) full-size passenger car spaces for all vehicles towed pursuant to this contract.

3. Inside Storage.

- a. Contractor shall maintain a minimum of five (5) full-size passenger car spaces for all non-abandoned vehicles towed pursuant to this contract.
- b. Inside space(s) must be of sufficient size to allow full and ready access to all sides of the vehicle for processing by County officials.
- c. The inside storage area shall be roofed, floored and enclosed on all sides, and shall be weather-resistant. It shall also be fitted with a 110-volt outlet and be capable of being secured from entry of unauthorized persons.

4. Sheriff's Office Access.

- a. Sheriff's Office personnel shall have unrestricted and unconditioned access to stored vehicles at all times and relevant documentation.

T. RELEASE OF VEHICLES. The Contractor shall maintain both a business phone and business office within the tow zone or nearby through which contact may be made for the release of towed and stored vehicles between 8:00 a.m. and 4:00 p.m., Monday through Friday (holidays exempted). In addition, the Contractor shall provide for after-hours vehicle release and shall respond for such release within one (1) hour of contact by the owner or County (unless other arrangements are mutually agreed upon).

The Contractor may refuse to release any vehicle or its contents, except a vehicle owned by the County, until payment for all charges has been made. The Contractor shall allow the owner of a towed vehicle or anyone authorized in writing by the County or Sheriff's Office employee, to go to the vehicle and remove items of personal property of an emergency nature such as glasses, medication, clothing, identification, wallets/purses (including their contents), credit cards, checkbooks, any known money or currency, child safety car and booster seats, except as provided in ORS 819.160. The Contractor may not charge the owner or person authorized in writing by the County or Sheriff's Office a fee to obtain personal property except for a gate fee between the hours of 6 p.m. and 8 a.m. Monday through Friday, or on a Saturday, a Sunday, or a legal holiday. In other words, no gate fee may be charged during the day. The Contractor will not release any vehicle or contents of said vehicle without having received prior authorization from the County to do so.

Parties responsible for towing and storage charges shall be:

- 1. The County shall pay all towing and storage charges for all "Sheriff's Office Tows" as described in Paragraph I.1. of this contract.
- 2. The County shall be responsible for all towing and storage charges up to the date of authorization for release to the owner of all "Evidence Tows" as described in Paragraph I.2. of this contract. The owner shall be responsible for all storage fees accrued after the County authorizes release.
- 3. The County shall not be responsible for towing and storage charges for penalty tows or non-preference tows. Contractor shall look to the owner or person in control of the vehicle for payment of the towing and storage charges set forth herein for penalty or non-preference tows. Contractor agrees to charge the owner or person in charge of the vehicle amounts of money that do not exceed what is specified in this contract. The Contractor will pursue all appropriate collection and, or, lien remedies available pursuant to State law to recover these costs.
- 4. All towing and storage charges for unclaimed, abandoned vehicles shall be satisfied as follows:
 - a. Through the foreclosure of possessory chattel liens as provided for in State laws.
 - b. Vehicle owners or claimants shall be responsible to pay after-hours release charges.

- c. In no event shall the County be responsible for towing or storage charges for unclaimed or abandoned vehicles.
5. Except as otherwise specifically provided in this agreement, Contractor agrees to not charge the driver or owner of a vehicle any other amount of money or other type of compensation to be received by the Contractor for the towing, including storage, services requested by the Sheriff's Office as described in this Agreement. Of course, the rates contained in this agreement do not bind the Contractor for what can be charged for non-Sheriff initiated requests.
- U. RESERVATION OF RIGHTS BY COUNTY. In addition to any other rights granted to the County pursuant to this contract or by law, the County reserves the right to request service from other towing companies, if the County, in its sole discretion, determines additional service is needed for any occasion that cannot be served timely by the Contractor. County reserves the right to sell unclaimed vehicles appraised at over \$1,000 in value from the Contractor's storage yard or to have any vehicle towed from storage to any location within the County for the purpose of selling.
- V. MODIFICATION OF AGREEMENT. Any modification of the terms of this agreement shall be made and executed in writing by and between the parties hereto with the same formalities as this agreement.
- W. APPLICATION OF LAW. The Contractor shall fully comply with all the provisions of the county code and ordinances of Linn County, all applicable laws, rules and regulations of all or any governmental units and statutes of the State of Oregon and Federal Government, insofar as the same are applicable to this contract for the operation provided herein.
- X. ATTORNEY FEES. In the event any suit or proceeding is instituted to enforce any provision of this agreement, the prevailing party shall be entitled to recover a sum set by the court as reasonable attorney fees, both in an original proceeding and in any subsequent appeal.
- Y. DISCRIMINATION. The parties agree not to discriminate on the basis of race, religion, sex, color, or national origin in the performance of this agreement.
- Z. WAIVER OF BREACH. A waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this agreement.
- AA. TIME OF ESSENCE. Time is of the essence with respect to all dates and time periods in this contract.
- BB. NO AGENCY RELATIONSHIP. This contract does not create an agency relationship between the parties and does not establish a joint venture or partnership between the parties.
- CC. RELEASE. Tow Firm releases Linn County and the Linn County Sheriff's Office, its officials, officers, employees, and agents thereof, from and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, resulting from or arising out of the tow rotation list that has existed up until the execution of this contract.
- DD. NO DEFEND, HOLD HARMLESS AND INDEMNIFY. Linn County and the Linn County Sheriff's Office has no obligation to defend, hold harmless or indemnify, or provide any insurance coverages for or on behalf of the Tow Firm for tow services rendered under this contract.
- EE. SEVERABILITY. If a provision of this contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this contract will not be impaired.
- FF. FURTHER ASSURANCES. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this contract.
- GG. NO THIRD-PARTY BENEFICIARIES. The parties do not intend to confer any right or remedy on any third party.
- HH. REMEDIES. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.
- II. GOVERNING LAW. This contract is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this contract.
- JJ. VENUE. Any action or proceeding arising out of this contract will be litigated in courts located in Linn County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Linn County, Oregon.

- KK. ACKNOWLEDGMENT. The Tow Firm acknowledges that this contract was drafted for and on behalf of the Linn County Sheriff's Office by Gene Karandy, Linn County Attorney. Accordingly, lawyer ethics rules require that Tow Firm be advised to seek independent legal counsel before its execution of this agreement.
- LL. ASSIGNMENT; DELEGATION; SUCCESSORS. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
- MM. TAX CERTIFICATION. The individual signing this Contract on behalf of the Contractor certifies under penalty of perjury both individually and on behalf of the Contractor that he or she is authorized to act on behalf of the Contractor and that the Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. Further, the Contractor shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).

IN WITNESS WHEREOF, the County, by and through the Linn County Sheriff, being delegated authority under LCC 630.200, and the Contractor has caused this contract to be signed as of the day and year above written.

LINN COUNTY SHERIFF'S OFFICE:

Michelle Duncan
Linn County Sheriff

APPROVED AS TO FORM:

Deputy County Attorney

CONTRACTOR:

By: _____
Title: _____
Business Name: _____

Business Address: _____

Corporation Tax No. (if incorporated)

Social Security No. (if individual)
