



Procurement Division
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5444 (Office)

REQUEST FOR QUOTES (RFQ) #2026-49A

Issue Date: June 30, 2026

Project Name:	Towing Services for Clackamas County Sheriff's Office		
Quote Due Date/Time:	July 16, 2026. 2:00 PM PST		
Procurement Analyst:	Michael Faris	Email:	MFaris@Clackamas.us

SUBMIT QUOTES VIA EQUITY HUB'S BID LOCKER LOCATED AT
<https://bidlocker.us/a/clackamascounty/BidLocker>.

PLEASE NOTE: EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read, understand, and comply with all information contained within this Request for Quotes ("RFQ"). All quotes are binding upon Quoter for sixty (60) days from the Quote Due Date/Time. Quotes received after the Quote Due Date/Time may not be considered. If authorized in the RFQ and resulting contract, travel and other expense reimbursement will only be reimbursed in accordance with the Clackamas County Travel Reimbursement Policy in effect at the time the expense is incurred. The Policy may be found at

<https://www.clackamas.us/finance/terms.html>.

RFQ Documents can be downloaded from OregonBuys at the following address:

<https://oregonbuys.gov/bso/> Document No. S- C01010-00017339. Prospective Quoters will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Quoters are responsible for obtaining any addenda or clarifying questions from OregonBuys.

Submitting Quotes: Bid Locker

Quotes will only be accepted electronically via a secure online submission service, Bid Locker. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed quote documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated above or as modified by Addendum. LATE QUOTES WILL NOT BE ACCEPTED.
- C. Quoters must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Quoters with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

All questions regarding this RFQ are to be directed to the Procurement Analyst named above. Quoters may not communicate with County employees or representatives about the RFQ during the procurement process until the Procurement office has notified Quoters of the selected Quoter. Communication in violation of this restriction may result in rejection of a Quoter.

****IF YOU HAVE ALREADY SUBMITTED A PROPOSAL FOR RFQ2026-49, YOU DO NOT HAVE TO RESUBMIT. WE ARE REOPENING THIS RFQ FOR MORE VENDOR RESPONSES.**

2. BACKGROUND

Clackamas County seeks multiple towing service providers for towing and storage services within the County. These service providers will also contract directly with the County's Dispatch Service Provider. This is a non-exclusive agreement. It is the County's intention to enter into multiple Tow Contracts with a number of other towing and storage service providers. Only towing and storage service providers who are willing to comply with the conditions of this RFQ and resulting Contract will be awarded Contract and considered for inclusion on the rotational tow lists maintained by the County. The County will use those lists for its tow requests and for when members of the public require towing services and do not specify a preference as to which towing company is to be contacted.

3. DEFINITIONS

ADDITIONAL LABOR: Contractor's labor for an additional person needed to perform traffic control on an accident or recovery scene if law enforcement or fire department is not on-scene, or to operate a separate piece of equipment at the same time of the primary tow driver. Ride-along personnel who volunteer to help do a normal industry one-person job is not authorized to charge for additional labor. Charges shall be billed in fifteen (15) minute increments according to **Appendix 3** (Rate Sheet).

AGENCY: Clackamas County.

ABANDONED VEHICLES: Any tow so designated by the Sheriff or other agency personnel to include RV's, boats, and trailers (to name a few).

CAD: Computer Aided Dispatch.

CCOM: Clackamas County Communications Department (911 services).

CCSO: Clackamas County Sheriff's Office.

CLASS A: A tow or services request, of a passenger vehicle or truck or van, up to $\frac{3}{4}$ ton size, or 10,000 GVWR unloaded, which requires a Class A tow truck.

CLASS B: A tow, or service request, of a vehicle exceeding 10,000 GVWR, which requires a Class B tow truck.

CLASS C: A tow, or service request, of a vehicle exceeding 20,000 GVWR that requires a Class C tow truck.

COMPLETION OF TOW: A tow shall be considered complete and calculation of storage shall commence when Contractor notifies Tow Dispatch, providing the information necessary to complete the record.

CONTRACTOR: A tow company, which is party to the resulting Tow Contract, its agents and employees, including all principal parties, such as its officers, directors and managers.

DROP: Release of a vehicle when the owner/owner's agent returns to the tow scene before the hookup is completed.

DROP FEE: The fee assessed when a vehicle is released to the registered owner/owner's agent, prior to completion of the hookup.

ELSEWHERE (ELSE): Delivery of a vehicle as a Private Non-Preference tow to a location of the owner's, or owner's agent's choice, other than the Contractor's storage yard.

GATE FEE: Fee assessed for access to a vehicle, whether for release or retrieval of personal effects, on County holidays or outside business hours.

Gone on Arrival (GOA): When the vehicle requested to be towed has been moved prior to Contractor's arrival at the tow scene.

GVWR: Gross Vehicle Weight Rating as specified by the manufacturer.

HOLIDAYS: The days of the year observed by the County as: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

HOOK-UP FEE: All-inclusive charge for the Contractor's tow truck to include loading of the vehicle. This fee includes a Flatbed truck, Recovery/Wrecker truck, Dollies, and oil absorbent up to 10 bags.

IN TOW: Time contractor has loaded and departed location with vehicle, verified through Tow Dispatch system timestamp.

INSIDE STORAGE FEE: Charge to store vehicle inside contractors secure building. Inside storage will be at the request of the vehicle owner, the Clackamas County Sheriff's Office, or if the contractor deems it necessary.

INVESTIGATIVE HOLD: Tows requested by the Sheriff that require secure inside storage for investigative processing.

LABOR AT SCENE: Contractors may charge for labor for any cleanup of parts, debris, or hazardous spills that fall outside of a normal hook up (i.e. accident scene). Charges will be accrued in fifteen (15) increments.

MILEAGE FEE: Charge for mileage from tow location to Contractor's approved tow lot within the tow zone. Fee is only for one-way and shall be calculated based off shortest distance from tow yard to location based off Google Maps.

NON-PREFERENCE TOW: A request for towing services ordered from the rotation list.

ON-SCENE: Time Contractor arrives at the tow location, verified through the Tow Dispatch System.

ORS: Oregon revised statute.

OWNER: The person in whose name a vehicle title is registered, or the person who has the right to possession of the vehicle.

OWNER'S AGENT: A person authorized by a vehicle owner to have access to the vehicle.

OVERCHARGING: Charging of fees that are not included in this contract, or services not performed. This includes inaccurate mileage (based off Google Maps). Any additional charges above and beyond those charges listed in this contract must be approved by the Sheriff or Sheriff's designee.

PERSONAL EFFECTS: Property within a vehicle that is not bolted, fastened, snapped or otherwise attached to the vehicle.

PPI: Private Property Impound.

PREFERENCE TOW: A request for towing services specifically naming a tow company either on or off the rotation list for only special circumstances

QUALIFIED TOW DRIVER: A person registered as a tow driver employed by a Contractor and possessing the following:

Current valid operator's license of appropriate class for the vehicle being operated; and Tow Contract certification.

RECORDS: The Records Unit of Clackamas County Sheriff's Office.

REGULAR BUSINESS HOURS: 8:00a.m.until 6:00p.m. Monday through Friday.

REGULAR ROTATION: The system established with Tow Dispatch for evenly distributing tow request to Contractors in each tow zone other than special rotation.

RELEASE: A document issued by the Sheriff authorizing the Contractor to release the vehicle to the person named.

RE-TOW: Request for removal of a vehicle from storage at the Sheriff's facility back to the original Contractor's storage area.

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 fuel.

SHERIFF: The Clackamas County Sheriff's Deputies or employees of that office who are authorized by the Sheriff.

SPECIAL ROTATION: The system established by the Sheriff for allocation of Tow Requests requiring specialized equipment not available on all tow trucks. Such Special equipment shall include but not be limited to Class B, Class C, Class D, four-wheel-drive, motorcycle trailers, tractor unit and land doll trailer.

SPILL KIT: A specially designed kit to collect gasoline or diesel fuels from contaminating groundwater and streams.

STANDBY Time: Fee may be charged after being on-scene after 30 minutes, and will be billed in 15 minute increments after hook up time begins.

STORAGE SERVICE: Services provided by a Contractor, which include protection and storage of a vehicle and its contents after towing at the request of an Agency pursuant to this Tow Contract. Such Storage shall be in a secure facility, as defined in Section 5, Storage and Impound Requirements.

TOW: To mechanically draw, pull, or haul by use of a tow truck.

TOW DISPATCH: The Company under contract with the Agency to provide central dispatching of towing services.

TOWING SERVICES: Services performed by Contractors defined in this Tow Contract, including: all types of vehicle towing, winching and recovery, dollying, disabling drivelines, securing unstable loads, clean up at accident scenes, moving cars at the police storage facility, storage, and disposal of unclaimed vehicles.

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 (VIN).

4. SCOPE OF WORK

1. Contractor shall furnish services when requested by the County and Sheriff's Office. The Tow Dispatcher will forward such requests to Contractors.
2. Contractor recognizes and agrees that strict adherence to the rules and directives of the County and Sheriff's Office and the laws of the County, State, and Federal Government.
3. All Quoters will be subject to a review conducted by the Sheriff's Office **prior** to receiving a Tow Contract. Quoters seeking a renewal and all new quoters will be subject to this review. This review will include:
 - Determination Quoter is responsible in accordance with ORS 279B.110 and Clackamas County Local Contract Review Board Rules C-047-0500 and C-047-0640;
 - Background check of owner and company;
 - Criminal history and background check of owner, and employees containing NO felony convictions for criminal offenses including, but not limited to, crimes involving vehicles or vehicle parts, sex crime, 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;
 - DMV records check;
 - Completed Inspection Report. A copy of the Contractor Tow Inspection document is attached as **Appendix 1**.
 - Inspection forms shall be completed and maintained by the Sheriff's Office on each vehicle inspected and approved for use under this agreement. Copies of the inspection report will be available to the Contractor within 10 days of inspection. A certification decal will be issued to all vehicles that PASS inspection and are authorized to tow.
 - Vehicles not inspected and approved for service shall not be used for service of calls under this tow contract.
 - Contractor shall allow the Sheriff's Office to conduct not less than one (1) annual inspection of all its tow trucks and equipment at a location and time chosen by the Sheriff. The Sheriff's Office reserves the right to conduct additional inspections without notice to Contractor during normal business hours, or if a tow truck or equipment is found to be defective after a request for service by the Sheriff. Contractor shall not charge the Sheriff for making its vehicle and equipment available for inspection. All equipment assigned to each tow truck shall be permanently numbered with the same I.D. number.
 - Complete compliance with the terms of the resulting Tow Contract regarding drivers, equipment, storage facilities, insurance, license, etc.
4. Contractor shall perform all work in a safe, courteous, and respectful manner.
5. Tow driver shall have in their possession, company identification with the company name and driver's name on it.
6. Requests for service to Contractor will be made on a rotational basis. Calls will be dispatched to the next name on the list with each successive call in the order that calls are received. Contractor will be put back at the top of the list if they are canceled and the list has not yet moved past them.
7. The Tow Operator shall utilize the most recent County-approved Tow Dispatch company (Hereinafter referred to as "Tow Dispatch") to dispatch and track impounded vehicles. The Tow Operator shall enter all required towed vehicle information as directed by the County. All County to requests and impound-related invoices shall be submitted and processed through Tow Dispatch. Tow Dispatch shall be utilized in real time, and all entries shall accurately current operational activity. The Tow Operator shall execute a separate written Service Contract with Tow Dispatch, which shall set forth towing procedures and include the obligation of the Tow Operator to remit to Tow Dispatch the then-existing administrative fee, as established from time

to time by the County. Failure of the Tow Operator to remain in full compliance with the foregoing requirements shall result in immediate removal from the County's tow rotation and may constitute grounds for immediate termination of this contract.

8. When performing a tow the Contractor shall be responsible for clean-up of an accident scene as provided by ORS 822.225. Contractor shall carry, and use when necessary, absorbent material, brooms, shovels and waste containers to clean the usual debris at accident scenes. Contractor shall train its employees in the proper use of these materials.
9. Contractor shall follow the direction of the Sheriff's personnel for "on the scene" so long as it is done safely.
10. The Sheriff's Office has establish Tow Zones (*See Appendix 2*), which are subject to change at the discretion of the Sheriff. Contractors will be notified prior to the implementation of any changes.
11. Contractor shall be dispatched only on the tow requests for which they are authorized by tow class and by tow zone.
12. Contractor may be requested to perform towing and storage services outside of their authorized Tow Zones depending on the needs of the Sheriff's Office. Response times will be adjusted to be reasonable in such cases.
13. The County may, from time to time, utilize towing services for special needs outside this agreement, at the discretion of the Sheriff. The Sheriff's Office will make all efforts to utilize the services of Contractors on the list consistent with the interests of public safety and timeliness.
14. Contractor or agents may be requested, as a public service and at no charge, to move cars off the road at emergencies and scenes of congestion they are passing.
15. The Sheriff may cancel the dispatch of a tow request for any reason deemed necessary up to the point that the Contractor hooks-up.
16. Contractor shall inform Dispatch whether it accepts an assignment within six (6) minutes of receiving a call. Contractor shall not accept a call and then later pass/reject it, except for circumstances beyond the control of the Contractor. Contractor shall not accept an assignment unless it has the equipment available and is capable of responding and arriving within the required timeframes.

Failure to adhere by the above listed requirements to accept an assignment may result in the Contractor being canceled from the call, placed at the bottom of the rotation list, and/or suspended from tow operations. Repeated lack of timely response may result in termination of the Tow Contract.

17. For Class A tows, contractor shall arrive and show themselves "On Scene" through the Dispatch system, at the tow location (not requiring special equipment as defined herein), within thirty (30) minutes of accepting the dispatch with the necessary equipment to complete the tow, adhering to all traffic laws; and except as set forth below.
18. For Class B & C tows, contractor shall arrive and show "On Scene" through the Dispatch system, within forty-five (45) minutes of the time Contractor accepts the assignment, adhering to all traffic laws. Tow locations more than 20 road miles from Contractor's storage Facility in the tow zone shall be granted additional time to respond. The time allowed shall be measured by an average speed of 40 miles per hour.

Failure to adhere by the above listed response times may result in the Contractor being canceled from the call, placed at the bottom of the rotation list, and/or suspended from tow operations. Repeated lack of timely response may result in termination from the Tow Contract.

19. A Contractor, after arriving at the tow scene, shall perform the tow operation. Any additional personnel or equipment summoned by contractor must arrive within 30 (thirty) minutes.
20. Contractor may subcontract for extraordinary equipment and services as necessary to remove hazards and complete tows (i.e.: air bags, cranes, hazardous material clean up) with organizations outside the rotation list.
21. Contractor shall show "In Tow" through the dispatch system once the vehicle has been loaded and the contractor departs with the vehicle.
22. Contractor retains responsibility for the tow and compliance with the resulting Contract, until such time the vehicle is appropriately released.
23. Contractors shall have a minimum of one (1) tow truck and driver available for each tow zone in which Contractor is on rotation, plus one (1) spare truck that can be used to cover any tow zone. All tow trucks shall be inspected annually or as scheduled by the Sheriff's Office and a decal affixed to the window indicating it has passed inspection. The decal shall be placed on the lower passenger side of the windshield. **Trucks without a decal may not be used in any tow operation.**
24. Contractor should have and maintain the equipment necessary to tow at a minimum Class A vehicles, motorcycles, and small boat and utility trailers.
25. Contractor may tow smaller Class vehicles with larger Class trucks but may only charge the smaller Class rates unless trucks were made necessary by the nature of a recovery.
26. Contractor will receive as many vehicles from a single incident as it can handle if the Contractor has tow trucks available to arrive within thirty (30) minutes. Contractor must decide, dispatch a truck, and show an enroute time within six (6) minutes of receiving the call how many trucks they have available. Class C tows must respond as provided in this Section.
27. When Contractor is dispatched to a request for service and multiple vehicles are connected (i.e.: car and trailer) Contractor will be assigned both vehicles. The vehicle in tow shall only be subject to a hook-up fee at one half the hook-up fee rate for the primary vehicle. No other fees apply to the vehicle in tow.
28. Contractor shall show the tow "Completed" through the Tow Dispatch once the assigned tow has been completed.
29. If a Contractor passes a tow request, the rotation is advanced and the next available Contractor in rotation in the district shall be dispatched.
30. If a Contractor is offered a request to tow multiple vehicles, but is unable to take all of the tows, the Contractor shall receive no passes if the Contractor is able to take at least one of the tows during the initial dispatch call.
31. Contractor shall update Tow Dispatch within six (6) minutes of receiving the dispatch, if Contractor is for any reason unable to respond to a tow request, or unable to respond within the required time. Contractor shall notify the Tow Dispatch immediately if, upon arrival at the tow scene, any aspect of the towing situation prevents performance of the tow.

32. Passing a tow request more than six (6) minutes after the Contractor received the dispatch shall be considered failure to respond and shall be subject to remedies as provided in the Contract.
33. If the Contractor is dispatched to a call but is canceled, Contractor will get the next tow, unless the list has gone on to another tow company. If the rotation has gone to another company, then the Contractor will not get another call until the list rotation has been completed. The full rotation will be observed in such cases in order to maintain the integrity of the list.
34. If the Contractor passes a tow in a Zone with only two (2) contractors authorized in that district, the tow will be reassigned as outlined in this document, and the Contractor that passed will not be eligible for the next tow in that district. After that next tow, the rotation list will resume.
35. **If all Contractors in a Zone pass on a tow the tow will be assigned to an adjacent Zone and the rotation list will resume in the original zone.**

The Contractor may not pass on abandoned vehicle tows. The contractor has twenty-four (24) hours to pick up the abandoned vehicle or trailer. Upon picking up vehicle the Contractor will immediately update the Tow Dispatch and contact CCSO Records to acknowledge taking possession of vehicle or trailer. Passing on an abandoned tow may result in sanctions.

36. If a requested vehicle is gone when Contractor arrives to perform a tow, Contractor shall immediately report this to Tow Dispatch. If the next Contractor in the rotation has been dispatched on a call, the first Contractor shall not receive another dispatch until it comes up again in the rotation. If no Tow Contract tow has been dispatched since Contractor got a Gone on Arrival ("GOA"), Contractor shall be put back up in rotation and shall be dispatched on the next request received by Tow Dispatch.
37. After arrival at the tow scene, Contractor shall perform the tow and render any necessary service in a proper and expeditious manner and in accordance with the Contract and any direction of the Sheriff's Office. The Contractor shall determine the appropriate type of equipment suitable for the circumstances of the tow, as provided under the Contract.
38. The Contractor shall be responsible for securing unsafe vehicles or loads to prevent danger of falling, spilling, tipping or otherwise upsetting. There shall be no additional fee for this service. Compliance with the Federal Motor Carrier Safety Regulations regarding load securement is required.
39. Contractor shall secure vehicles transported on Class (A) Flatbed trucks with four tie-down chains or straps independent of the winch cable or wire rope.
40. Contractor shall secure vehicles being towed by all other trucks with two (2) safety chains independent of the towing equipment and use appropriate lighting equipment on the trailing end of any towed vehicle.

5. TOW TRUCK REQUIREMENTS

1. Class A tow trucks shall have, as a minimum, the following specification:
 - At least ten thousand (10,000) pounds manufacturer's gross vehicle weight rating (GVWR).
 - Capable of towing and recovery operations for passenger cars and pickup trucks up to ¾ ton size unloaded, small trailers or equivalent vehicles weighing less than 10,000 pounds GVWR.
 - Six-ton minimum boom rating dural or single boom with dual or single winches to control a minimum of one service cable
 - Class A trucks may be wheel-lift, eagle-claw, Flatbed or sling trucks.
2. Class B tow trucks shall have, as a minimum, the following specification:

- At least seventeen thousand (17,000) pounds GVWR.
 - Capable of towing and recovery operations for medium sized trucks, trailers, motor homes less than 25 feet in length or equivalent vehicles in excess of 10,000 pounds GVWR, but less than 20,000 pounds GVWR.
 - A minimum ten (10) ton boom rating.
 - Class B trucks may be either wheel-lift or under-lift trucks with frame forks having a minimum lifting capacity of six thousand 6,000 pounds.
3. Class C tow trucks shall have at least one tandem axle truck with the following minimum specifications:
- At least twenty-seven thousand (27,000) pounds GVWR or equivalent. A minimum twenty-five (25) ton boom rating, fifth wheel tow trucks are exempt from this requirement.
 - A single axle truck of at least thirty-three thousand (33,000) pounds GVWR, may qualify as supplemental Class C equipped with an under lift with a minimum ten thousand (10,000) pounds extended rating and air brake capability.
4. Other Requirements for vehicles, equipment, tools and operators:
- A. All tow trucks shall be equipped as follows at all times when operating under this Tow Contract:
- All trucks shall display the company name and telephone number. This information shall be painted or permanently affixed to both sides of the vehicle and the lettering shall be at least 2 inches in height with ½ inch stroke and in a color that is in contrast with the tow truck color. Must meet mandatory equipment standards as prescribed by OAR 257-050-0200.
 - Two revolving or intermittent red or amber lamps with 360-degree visibility. The truck may also be equipped with flashing amber lights, which may be used in conjunction with the red lamp(s). Such lighting will not be used when responding to a call, but only at the scene when necessary to warn approaching traffic of impending danger. Two (2) lights mounted behind the cab of the tow truck capable of illuminating the area of the tow scene under dark or foggy conditions.
 - Portable auxiliary brake lights, emergency flasher, turn signal, and taillight with protective pads/covers on the bottom, for use on towed vehicles. Flatbed trucks are exempt from this section unless equipped for towing a second vehicle.
 - A warning alarm, clearly audible above the surrounding noise in the vicinity and designed to sound when the tow vehicle is shifted into reverse to signify that the vehicle is backing.
 - A fire extinguisher with an Underwriter's Laboratory rating of at least 5 B:C. Class B and C trucks shall carry fire extinguishers with a cumulative UL rating of at least 25 B:C. Fire extinguisher size is defined by OAR 257-050-0200.
 - A broom, shovel, container for accident debris, ten (10) pounds of grease and fluid absorbent material, and any other equipment necessary to clean up an accident scene in accordance with state and local laws. Class C 5th wheel trucks are exempt from this requirement.
 - At least six (6) flares with a minimum 30-minute burn time and/or fluorescent reflective cones and/or other emergency reflective devices.
 - A minimum of two (2) signs or warning signals to be placed by the tow truck driver as required by ORS 822.220. The signs shall conform to all specification as set forth in the Oregon Department of Transportation's Publication "Traffic Control on State Highway for Short Term Work Zones". Warning signals must conform with the prescribed signals for placement on roadways for tow vehicles or wreckers by the Oregon Transportation Commission. Class C 5th wheel trucks are exempt from this section if accompanied by another tow truck with the required equipment.
 - Two (2) or more wheel chocks with a minimum height not lower than the lowest portion of the wheel and have an angle design capable of restricting movement of the wheel.

- Tires, adequate in size and rating for the size and weight of the tow truck, with not less than 4/32 inch of tread in front and 2/32 inch of tread in the rear, and mounted on rims secured with the manufacturer's recommended number of lug nuts.
- FCC Part 93 approved two-way radio equipment or cellular telephone capable of communicating with the Contractor's dispatcher at all times. This includes the ability to send/receive text messages. Smart phones are recommended.
- At least one (1) pinch bar. It may be flattened or tapered, at least four feet in length, and a minimum diameter of three-quarters of an inch.
- Tools and equipment for providing minor repairs, including tire changing equipment, jumper cables and fuel can or other fuel devices. At minimum, three assorted trailer ball hitches to fit most types of trailers. 5th wheel trucks are exempt from this section.
- Class A Flatbed tow trucks shall have a set of four (4) skates (4), or similar device for loading vehicles, and shall use them when appropriate.
- Any other equipment as required by State Law.
- All tow trucks and equipment shall be maintained in good working order.
- All Class A vehicles shall be equipped as set forth above and in addition shall be equipped as follows:

At least 100 feet of wire rope with a safe working limit of at least 3,500lbs. As established by the American Society of Mechanical Engineers. All wire rope shall be in good condition and free of flat spots and frays. Class DA, Car Carriers, must have at least 50 feet of 3/8" wire rope.

B. Tools and equipment including:

- A tow dolly for towing vehicles where the use of such device is necessary to avoid damage to the vehicle.
- Dual tires on the rear axle or duplex type tires, also referred to as super single, with a load rating that is comparable to dual tire rating.
- Six-ton boom rating dual or single boom with dual or single winches to control a minimum of one service cable.
- Flatbeds shall be considered Class D-A vehicles, unless they meet a minimum chassis rating of seventeen thousand pounds (17,000) GVWR which will be considered a Class D-B vehicle. Class D-A flatbeds shall be equipped as a Class A truck with the following exceptions:
 - Flatbeds shall have at least 50 feet of wire rope. Flatbeds may be approved for transport of more than one vehicle if equipped with a wheel-lift and commercially manufactured dolly system outlined above.
- All Class B vehicles shall be equipped as noted above and in addition shall have:
 - A minimum of 100 feet of wire rope at least seven-sixteenths (7/16) inch in diameter. All wire rope shall be in good condition and free of flat spots and frays.
 - Appropriate tools and equipment for removing and replacing a driveline.
- All Class C vehicles shall be equipped as set forth above and in addition shall be equipped as follows:
 - A minimum of 150 feet of wire rope, at least five-eighths (5/8) inch diameter. All wire rope shall be in good condition and free of flat spots and frays.
 - Air brakes and an air system capable of supplying air to the towed vehicle.
 - Appropriate tools and equipment for removing and replacing a driveline.
- All Class D-A and D-B vehicles shall be equipped as outlined in their respective class except for the following cable requirements:
 - All Class D-A vehicles will have minimum of fifty (50) feet of wire rope at least three-eighths (3/8) inch in diameter with a safe working limit of at least thirty-five hundred (3,500) pounds, as established by the American Society of Mechanical Engineers. All wire rope shall be in good condition and free of flat spots and frays.

- All Class D-B vehicles will have a minimum of fifty (50) feet of wire rope at least seven-sixteenths (7/16) inch in diameter. All wire rope shall be in good condition and free of flat spots and frays.
 - For each tow truck, Contractor shall show evidence of having passed a bi-annual safety inspection by the Sheriff's Office.
- C. Contractors shall demonstrate compliance with Federal Motor Carrier Safety Regulations, including:
 - General Driver Qualifications.
 - Physical Qualifications for Drivers.
 - Equipment Inspection and use Pre-trip by driver.
 - Inspection, Repair and Maintenance in its entirety.
 - Contractors shall demonstrate compliance with Oregon Revised Statutes (ORS), including:
 - Class of Licenses (807.031).
 - Kinds of Endorsements (807.035).
 - Driving While Suspended (811.175).
 - Criminal Driving While Suspended (811.182).
- 5. All tow trucks used for towing services under this agreement shall be registered with and approved by the Sheriff prior to their use on Tow Contract tows. No tow truck shall be approved unless such truck meets the equipment standards set forth above and, in addition, is owned by or is under the exclusive control of Contractor by means of a lease or other documented rental agreement.
- 6. Tow trucks used for towing services under this agreement shall be not more than ten (10) years old for Class A, fifteen (15) years old for Class B or twenty-five (25) years old for Class C, unless the Sheriff approves a waiver.
- 7. A waiver of the age limitation for tow trucks may be obtained by submission to and approval by the Sheriff, of maintenance records for two years immediately preceding the application for inclusion on the Tow Contract.
- 8. All tow trucks used in performance of this agreement shall be maintained at a level of general condition, which includes:
 - Cab interior free of dirt and grease;
 - Complete instrumentation;
 - Complete interior panels;
 - Clean passenger seatbelts, upholstery surfaces and floor;
 - Exterior paint intact.

6. STORAGE AND IMPOUND REQUIREMENTS

1. Contractor shall store all vehicles towed under this agreement at the storage facility location designated as the primary storage location on the resulting Tow Contract. An exception may be made for a multi zone tower to store a vehicle at the storage facility closest to the original tow location.
2. Secondary Storage. After 72 hours, a stored vehicle may be removed by the Contractor to such secondary storage lots as the Sheriff may approve in writing.
3. If a vehicle has been removed to a secondary facility, Contractor shall provide transportation for the vehicle owner/owner's agent requesting release of the vehicle to the secondary storage facility, or tow the vehicle to the primary storage facility, at no extra charge for these services.

4. Vehicles up to twenty (20) feet in length shall be considered to be one storage unit and shall be assessed the allowable rate for one (1) storage space. The determination of the length of a vehicle shall be limited to the actual area the vehicle and its load (if applicable) cover or project over.
5. Contractor agrees to assume sole responsibility for the theft, disappearance, or damage of a vehicle, its parts or any personal effects within the vehicle, once the vehicle has been taken under tow. This does not include items removed from the vehicle and taken into custody by the Sheriff.
6. Contractor shall exercise reasonable care to protect stored vehicles and the personal effects thereof from vandalism, theft or burglary. For purposes of this Tow Contract, reasonable care shall mean, at a minimum:
 - Store vehicles in an area completely enclosed by a fence, or other enclosure, at least six feet tall and topped with not less than three strands of taut barbed wire that meets specification by the Sheriff for outside storage, or providing secure indoor storage. Razor wire may be used in place of taut 3-strand barbed wire atop fencing. It must be installed so that it cannot be pushed aside accordion style and allow the fence to be climbed.
 - Equip all gates, doors and other openings into the storage facilities with locks to prevent unauthorized entry and keeping all gates, doors and other openings closed and secured at all times except during authorized entry into, or exit from, the storage facility.
 - When door keys are available, locking vehicle doors and keeping key(s) tagged and in an area protected from unauthorized access.
 - Close vehicle windows and sunroofs, using a tarp to protect a vehicle with broken windows or un-closeable sunroof. No additional fee will be assessed for this service.
 - Escorting all persons who are not Contractor personnel when they are inside the secured area.
7. Contractor shall not use any storage facilities until inspected and approved by the Sheriff.
8. The Contractor's primary facility shall be located within two (2) miles of the towing district assigned to the Contractor.
9. The Contractor's storage facility shall comply with Clackamas County zoning regulations, or municipal zoning regulations if storage facility is located within incorporated city limits. Contractor shall submit a land use compatibility statement or equivalent document from the city or county where the facility is located.
10. All storage areas shall be under Contractor's exclusive control and shall, at all times, be maintained free of debris, refuse, animal waste, standing water, mud and oil.
11. Contractor's storage facilities shall be located within two (2) miles of the tow zone where the tow originated, unless other arrangements were authorized by the Sheriff's office.
12. Contractor shall mark with a sign, at or near the entrance to the storage facility, that is clearly visible from the public right-of-way:
 - letters not less than 2 inches high, stating:
 - Contractor's name, and;
 - Contractor's telephone numbers for information during regular business hours and after hours, and;
 - That an after-hours service charge (gate fee) maybe levied for release of vehicles or their contents after regular business hours, and;
 - The amount of the gate fee.
13. Contractor shall have a dispatch facility with equipment capable of two-way voice communication with Contractor's tow trucks at all times.

14. Contractor shall have at least one telephone and telephone line with voicemail for receiving tow requests by voice, exclusively.
15. At least one telephone number shall be answerable at the primary storage facility during all posted regular business hours of the tow Contractor.
16. Contractor's dispatching facility may be located in two or more different locations provided:
 - Each location has equipment capable of two-way voice communication with Contractor's tow trucks at all times; and
 - At least one such location has a dispatcher on duty at all times; and
 - The Tow Dispatch can reach Contractor's dispatcher by telephone at all locations by dialing one of not more than two telephone numbers.
17. Contractor shall have a computer capable of accessing the Internet.
18. Contractor's storage facility and any vehicle release location shall have a customer reception area, which includes:
 - A clearly marked entry that is clean, well-lit and free of debris; and
 - A clean, well-lit counter space for writing; and
 - Seating for at least one person while waiting to be served.
19. Contractor shall not interfere with or injure the Tow Contract rights of any other Contractor.
20. Contractor shall not cause unnecessary damage to the persons or property of others while performing under the Tow Contract.
21. Contractor shall not make any false statements of material fact, or omit disclosure of material fact in performance of the Tow Contract.
22. Contractor shall not subcontract its work under the Tow Contract except for extraordinary equipment not available from any Contractor on this agreement (i.e.: cranes, airbags, extensive hazardous waste clean-up, etc.).
23. Contractor shall not assign the Tow Contract, in whole or in part, or any right or obligation of this Tow Contract, without the prior written approval of the Sheriff.
24. Tow trucks are not authorized as emergency vehicles. As such, unless specifically directed by a peace officer, Contractors are prohibited from using visual and/or audible warning devices to violate any laws or ordinances. Contractor shall not solicit information as to accident locations by payment of any form of gratuity.
25. Contractor shall not solicit those at the scene of an accident or disabled vehicle. Contractor may render assistance without charge to clear the public streets or highways of any debris or obstruction, or to serve any other safety or humanitarian needs.
26. Contractor shall not require performance of repair work on a vehicle involved in an accident or breakdown in connection with providing towing service for such vehicle.
27. Contractor shall not make any repairs or alterations to a vehicle without first being authorized by the owner, an authorized insurance company, or other authorized agent of the vehicle owner. Contractor may make emergency alterations when necessary to permit the safe towing of a vehicle.
28. Contractor shall not tow any vehicle, which is occupied by any person, except as specifically directed by a peace officer.

29. Contractor shall not charge for services not performed or make duplicate charges for the same service or charge any fee for services performed under this tow contract in excess of those permitted under the Tow Contract.
30. Contractor shall not be verbally or physically offensive, abusive, disrespectful or discourteous to any customer, motorist, Agency employee or any other person.
31. Contractor shall not use profane or obscene language, which offends a customer or any other person.
32. Contractor shall not remove any parts, property or personal effects or any other thing from a vehicle, except as specifically permitted in the Tow Contract, or at the explicit request of the vehicle owner/owner's agent.
33. Contractor shall not operate any vehicle in the performance of this Tow Contract while consuming alcohol or while under the influence of alcohol. Contractor will not carry alcoholic beverages or illicit drugs in a tow truck used to perform services under this contract.
34. No Contractor or their employee shall engage in towing services while under the influence of alcohol. (Reference 49 CFR 382.201 & ORS 813.010).
- No Contractor shall allow their employee to perform towing functions when the Contractor has actual knowledge their employee is under the influence of any amount of alcohol or impairing substances. Knowledge of alcohol or impairing substance use by their employee can include personal observations of their employee or other methods. (Reference 49 CFR 382.205).
 - No Contractor or the employee shall perform towing functions or remain on duty when the Contractor or employee uses or is under the influence of any drug or substance identified in 21 CFR 1308.11 Schedule 1. (Reference 49 CFR 382.213(a))
 - <https://www.ecfr.gov/current/title-21/chapter-II/part-1308/subject-group-ECFRf62f8e189108c4d/section-1308.11>
 - <https://www.ecfr.gov/current/title-49/subtitle-B/chapter-III/subchapter-B/part-382/subpart-B/section-382.213>
 - No Contractor or their employee shall perform towing functions when the driver uses or is under the influence of any Non-Schedule 1 drug or controlled substance that is identified in the other schedules of 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner as defined in 49 CFR 382.107.
 - The licensed practitioner shall be familiar with the driver's medical history and has advised the driver the substance will not adversely affect the driver's ability to safely operate a motor vehicle. For purposes of this section a licensed practitioner does not include a pharmacist or written documents about the substance provided by a pharmacy. (Reference 49 CFR 382.213(b)).
35. Contractor shall not operate any vehicle or other equipment in performance of the agreement in a careless, reckless, or negligent manner.
36. Contractor shall not operate a towing vehicle in the commission of a crime.
37. Contractor shall issue a clearly legible itemized receipt in addition to the standard tow bill, to any owner/owner's agent for all services rendered.
38. Contractor ***shall 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/owner's agent's inspection of vehicle or personal effects.

39. Contractor shall not use information obtained through performance of this agreement to interfere with the performance of the Sheriff's duties.
40. Except as directed by a peace officer, Contractor shall not operate any vehicle towed under this agreement, except in Contractor's storage facility, and then only for the purpose of repositioning the vehicle for storage.
41. While performing under this agreement, Contractor may have access to, and become aware of, information that involves the pursuit, apprehension and prosecution of criminal suspects or is of a highly confidential or sensitive nature. Contractor shall treat the information to which it has access under this agreement as confidential. Contractor shall not disseminate any such information to anyone except as provided by this agreement.
42. Contractor shall provide the name, address and phone number of its insurance agent(s) and the insurance company that issued its policy to any person who requests such information.
43. Contractor shall provide to the Sheriff the name and telephone number of the person assigned to handle complaints on its behalf.
44. Contractor shall release stolen vehicles to the owner/owner's agent upon payment of towing and storage charges without a release from the Sheriff except when a hold has been placed by the Sheriff.
45. Contractor shall provide a notice of release to the Sheriff for any vehicle in which the Contractor forecloses a possessory lien, obtains a dismantling certificate, and accepts title in lieu of payment, or files a DMV Form 271.
46. Contractor shall not release a vehicle to the owner/owner's agent ***without a release*** or telephone confirmation from a Sheriff's representative if the Sheriff has marked "release required" on the Vehicle Inventory Form.
47. Contractor shall deliver any citations accompanying the vehicle when releasing a vehicle to the owner/owner's agent.
48. Unless a hold is placed on a vehicle by the Sheriff, the contractor shall allow retrieval of items of a personal emergency nature, such as eyeglasses, medication, clothing, identification, wallets, purses (and their contents), credit cards, checkbooks, any known money-currency, and child safety car and booster seats, except as provided in ORS 819.110 and ORS 819.160.
49. Contractor shall provide the following information whenever a vehicle owner/ owner's agent inquires about the release of a vehicle:
 - Whether or not a release is required from the Sheriff; and,
 - When a gate fee is applicable and the amount due; and
 - That an additional fee may be applicable if the owner/owner's agent arrives more than one half hour after the appointed release time.

7. PERSONNEL

1. All persons conducting any and all business related to this Tow Contract shall be identified on a personnel roster submitted upon or prior to signing this contract. Any changes to personnel shall be reported to the Sheriff by the 10th day of the month following the change. Identification cards shall be issued to each employee for employment verification in the field by the Sheriff's Office.
2. The Sheriff will investigate all persons conducting any and all business related to this Tow Contract. Any employee who represents the business must be free of any convictions for felony crimes.

3. Any persons deemed unacceptable by the Sheriff to conduct business under this Tow Contract shall be prohibited from conducting any and all business related to this Tow Contract. It shall be the sole responsibility of the Contractor to take any and all action necessary to ensure no prohibited persons conduct business related to this Tow Contract.
4. Contractor agrees that all tow truck operators will have the appropriate licenses and endorsements issued by the State of Oregon as well as Medical Certificates in cases required and shall be properly trained in the operation of the equipment. Contractor shall provide proof of certification of each operator within six months of employment from a training program such as AAA, Wreck Master, North American Towing Academy, or equivalent (to meet the equivalent standard, the training shall include hands on training). Drivers must be certified within 6 months of employment to participate in the Sheriff's towing contract. If additional classes are required, they should be requested from the training companies
5. Contractor and employees having contact with the public shall be appropriately attired at all times during the performance of work under this Tow Contract. This includes wearing attire that displays the company name. Contractor shall complete the hazard assessment required by the Oregon Occupational Safety & Health Administration. Further, Contractor shall ensure compliance with the requirements for personal protective equipment as covered in Division 2 subdivision I of OR-OSHA rules (including but not limited to gloves, reflective vest, and protective footwear). Uniforms are desirable, but not required.

8. FEE SCHEDULE AND COMPENSATION

1. Contractor agrees to bill the public for tows under the awarded Tow Contract at rates not to exceed the rates established in **Appendix 3**. Nothing contained in the Tow Contract shall be construed as requiring the Contractor to charge any rate in violation of State or Federal law regulating the transportation of vehicles.
2. Contractor shall release a vehicle without payment of the tow charge if the Contractor is specifically directed to do so by the Sheriff; in such case the Sheriff will assume and pay the charges at rates not to exceed the rates established in the column in Appendix 3 labeled "Sheriff's Vehicles."
3. Contractor's billable time for other than Class A tows and service calls begins when the tow truck departs from the Contractor's storage facility. Contractor billable time ends when the vehicle is dropped either at the Contractor's storage facility or another location specified by the Sheriff or the vehicle owner/owner's agent. Fees will be calculated to the next 15 minutes with a one-hour minimum.
4. Contractor may charge no more than 40% markup for outside Tow Contract assistance.
5. This Tow Contract only dictates the maximum Contractor may charge. Contractor is prohibited from representing or implying maximum charges are required by the Clackamas County Sheriff's Office.
6. Recovery work shall be billed at fifteen (15) minute increments after dispatched time exceeds sixty (60) minutes.
7. The Sheriff may adjust the rates at any time during the Tow Contract by written Amendment and executed by both Contractor and County parties.
8. Contractor may cease to be called by the Tow Dispatch service used by the Sheriff if Contractor fails to pay said Tow Dispatch service in full, for services rendered, by the 15th day of the month after the services were rendered. If payment is by first class mail it shall be postmarked by the 10th day of the month. In all cases, it shall be received by close of business on the 15th day of the month after the services were rendered, excluding weekends and holidays.

9. Contractor may charge for applicable lien processing fees based on Oregon Revised Statutes, once the vehicle has been in the possession for more than seven (7) days and expenses for lien processing have actually begun to accrue.
10. Contractor may assess an after-hours access fee (gate fee) for providing services during hours other than regular business hours when Contractor is closed for business. Time and date of any after-hours gate fee must be noted on the tow receipt to verify assessment of the gate fee.
11. Contractor may assess a gate fee on the holidays listed herein.
12. Contractor agrees to bill storage rates in 24-hour increments from the time of the tow per storage unit. 24 hour billing means that tow companies may not charge for a second day of storage until 24 hours have elapsed.
13. Contractor must document the actual size of any vehicle or combination of vehicles for which more than one storage fee is being assessed. Only one (1) storage unit fee may be charged for each 200 square foot unit if more than one vehicle is in it (i.e.: a car on car carrier trailer).
14. Contractor shall process all unclaimed vehicles by foreclosing its statutory lien with the exception of state statute abandoned vehicles appraised under \$500.00. As part of that process, Contractor shall appraise all vehicles unclaimed after 7 days in the Contractor's possession and send those appraisals to the Sheriff by facsimile (503) 785-5190 or email ccsorecords@clackamas.us. Contractor shall provide a copy of the final disposition document for all unclaimed vehicles. Appraisal forms are not provided by the Sheriff's Office. Written documentation is required to indicate the appraised value, a second written document is required to indicate final disposition of the vehicle. Unless directed by Oregon Revised Statutes for vehicles in statutory lien, there is no specific format required.

9. REMEDIES AND TERMINATION

1. In the event of non-compliance with any Tow Contract condition or with any rule or directive of the Sheriff, the Contractor may be subject to review, monetary penalties, suspension, or termination of the Tow Contract.
2. Contractor agrees that upon notification of Contractor by the Sheriff of Contractor's non-compliance with the Tow Contract the Sheriff may impose any of the remedies in this section in addition to or in lieu of termination. The Sheriff may impose suspensions from the rotation list as follows:
 - Improperly equipped truck (whether actively conducting Tow Contract business or during any inspection of equipment): 1-day suspension.
 - Improperly using visual and/or audible warning devices to violate any laws or ordinances. (When not directed by a peace officer): 1-day suspension
 - Late arrival to vehicle release: 1st offense is a 1-day suspension; 2nd offense within 30 calendar days is a 1-day suspension and a \$100.00 violation fine.
 - Failure of Contractor to update their status (En-Route, On-Scene, In-Tow, and Tow Completed) through Tow Dispatch System: 1-day suspension. Repeated offenses may result in longer suspensions, up to 3 days or more.
 - Late response more than 5% during any calendar month: 3-day suspension.
 - Rejection of calls more than 5% during any calendar month: 3-day suspension
 - Rejection of an abandoned vehicle will result in:
 - 1st Offense \$100.00
 - 2nd Offense \$125.00
 - 3rd Offense \$175.00
 - Over-charging: 15-day suspension. More than three (3) overcharging incidents in a calendar month: minimum 30-day suspension

- Late payment to Tow Dispatch Service: Suspension until payment is rendered, plus 1-day.
 - Moving a towed vehicle from one storage lot to another without notifying the Sheriff: 1-day suspension.
 - Allowing non-certified driver employed longer than 6 months or prohibited person(s) to complete Tow Contract work: 30-day suspension.
 - Failure to appraise or untimely appraisal of an impounded vehicle: 1-day suspension and/or \$50 fine
 - Failure to properly secure a vehicle in tow during performance of work under the Tow Contract: 5-day suspension.
 - Sub-Contracting work performed under the Tow Contract when another rotational tower could have performed the work: 30-day suspension.
 - Failure to respond in one business day to request for information by the Sheriff: 1-day suspension or removal from the rotation list until the information requested is provided.
 - Failure to properly store an impounded vehicle as required under the Tow Contract: 5-day suspension.
 - Failure to enter towing charges into the Tow Dispatch System by 10:00 am: 1-day suspension per event.
 - Any other non-compliance as deemed appropriate by the Sheriff: Duration to be determined by the Sheriff.
 - Releasing of vehicles without authorization to do so may result in suspension from the rotation for a period of 30-days.
 - Except as otherwise provided, the Sheriff shall notify the Contractor of any alleged non-compliance with the Tow Contract before imposing suspension or other remedies, and provide a reasonable opportunity for the Contractor to be present and be heard by the Sheriff or Sheriff's designee.
3. The Sheriff may summarily suspend the Tow Contract without notice for a period up to 30 days when there is a reason to believe that the Contractor is not in compliance with the Tow Contract, or has violated the rules or directives of the Sheriff, or has violated any City, County, State or Federal laws, and Contractor's non-compliance or violation could damage the reputation or image of the Sheriff. The Sheriff's Office may designate persons to exercise this authority. Such suspension shall remain in effect only for such time as the Sheriff deems necessary to consider the violation and any further remedies. Grounds for such suspension include, but are not limited to the following:
- Failure to keep and maintain proof of insurance or bond as required by this Tow Contract.
 - Failure to properly safeguard vehicles or their contents.
 - Use of substandard, unauthorized or dangerous equipment.
 - Failure to maintain any equipment required under the Tow Contract.
 - The commission of any crime by the Contractor, any owner, part owner, partner, business associate, principal party, officer, or director.
 - Failure to reimburse Tow Dispatch for dispatch services rendered in a timely manner.
 - Because the need to take prompt action to safeguard the interests of the Sheriff, Contractor agrees that neither the Sheriff nor any of the Sheriff's employees, officers or agents, shall be liable for any summary suspension or any damages incurred by the Contractor as a result thereof.
 - Neither termination nor suspension of the Tow Contract shall relieve the Contractor from the obligation of the Tow Contract pertaining to vehicles and their contents under the Contractor's custody and control at the time the termination or suspension becomes effective. If the Sheriff suspends the Tow Contract for more than 30 days, or terminates, the Sheriff may require the Contractor, at the Contractor's cost and expense, to deliver to any designated location any vehicle towed pursuant to the Tow Contract and in the Contractor's custody and control.
 - The Tow Contract may be suspended or terminated if Contractor has a tow contract terminated by any other governmental entity for non-compliance with that agencies

contractual agreement and or if the Contractor engages in conduct damaging to the public image, integrity, or reputation of the County or the Sheriff's Office.

10. TERM OF CONTRACT

County intends to issue multiple contracts to cover all the Tow Zones within Clackamas County. The term of the initial Contract shall be from the effective date of all signatures and for 2-years. There will be options to renew the Contract for two additional 2-year renewal periods.

Attachments included in this RFQ:

- Appendix 1 – Sample Contractor Tow Inspection Document
- Appendix 2 – Tow Zone Map
- Appendix 3 - 24-Hour Towing Service Rate Schedule

11. SAMPLE CONTRACT

Submission of a Quote in response to this RFQ indicates Quoter's willingness to enter into a contract containing substantially the same terms of the below referenced contract, which can be found at: <https://www.clackamas.us/finance/terms.html>, with the below indicated requirements. No action or response to the sample contract is required under this RFQ. The applicable sample contract is the:

Goods & Services Contract

The following insurance requirements will be applicable.

- ☒ Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- ☒ Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

The following paragraph will be applicable.

- ☒ Criminal Background Check Requirements

12. QUOTE

Quotes should be short and concise with the following information:

- A. Introduction and Company experience and how long in business;
 - a. Does your company have a customer service policy? If so, please provide a brief description of this policy.
 - b. Do you have a drug use policy for employees? If so, please provide a brief description of this policy.
 - c. Do you require any recurring training for your tow truck drivers? If so, please provide a brief description.
 - d. Do you monitor employee motor vehicle licensing requirements as mandated by the State of Oregon to operate tow trucks? If so, please provide a brief description.
 - e. Please provide a summary of previous law enforcement experience if applicable.
- B. Listing of tow equipment, and what classes of tows your company can perform;
- C. Yard information: Address location, size, secure- inside storage available?
- D. Your Company's willingness to follow the procedure to be awarded a contract, which includes inspections and background checks.
- E. References (at least 3 references with firm name, contact name, phone number and email). Please include at least one reference previous/current law enforcement experience;
- F. Quote Certification Form (*see last page*); and

- G. Any additional information that Clackamas County should take into consideration for the project or qualifications.

13. EVALUATION AND CONTRACT AWARD

The County intends to award multiple Contracts. Quotes will be initially evaluated based on subjective factors including, but not limited to: Company information, equipment list, yard information and references. To be awarded a Contract, the Quoter ***must first pass the initial tow inspection*** (see document in Appendix 1).

APPENDIX 1
CONTRACTOR TOW INSPECTION DOCUMENT

TOW DRIVER BACKGROUND CHECK

Date

Towing Company

Driver Name

DOB

Driver's License #/State

Approving Supervisor

Supervisor DPSST

Notes

Background Check Completed by & DPSST

☐ DMV Check Pass

License Class

☐ Criminal History Check (*attach CCH*)

☐ Approved ☐ Failed ☐ Convicted Felon

(Clackamas County Tow Contract 7.02)

☐ Misdemeanor

☐ DUII

☐ Assault

☐ Fraud

☐ Theft Veh./Parts

☐ Drugs

☐ Weapons

☐ Hit/Run Injury

☐ Burglary

☐ Prostitution

☐ Elude

☐ Robbery

☐ Other Crimes

☐ Reckless Driving

☐ Sex Crimes

☐ Other Traffic Crimes

Exception to Approve:

(*ex: 15 year old criminal charge, criminal charge expunged, etc.*)

Wrecker Training

(Clackamas County Tow Contract Section 6.04)

☐ AAA

☐ Wrecker Master

☐ North American Tow Company

☐ Or Equivalent



TOW COMPANY STORAGE INSPECTION

Date

Towing Company

Tow Zone

Location

Company Representative

Rating

If failed, reasons for failure:

Re-inspection Date:

Re-inspection Results:

- A. ☐ Pass ☐ Fail Contractor's storage area is under the contractor's exclusive control.
- B. ☐ Pass ☐ Fail Contractor's storage area is located within 2 miles of the tow zone. (Page 16)
- C. ☐ Pass ☐ Fail Contractor's storage area complies with all applicable zoning regulations. (Page 16)
- D. ☐ Pass ☐ Fail Contractor's storage area is marked with a sign as follows: (Page 17)
1. The /A sign is located at or near the entrance and clearly visible from the public right of way.
 2. The /A sign has lettering not less than 2" high stating:
 - a. Contractor's name,
 - b. Contractor's regular business hours,
 - c. A service charge (gate fee) may be levied for release of vehicles or their contents after regular business hours,
 - d. The gate fee amount.
- E. ☐ Pass ☐ Fail Contractor has a tow dispatch capable of communicating with the contractor. (Page 17)
- F. ☐ Pass ☐ Fail Contractor has a phone line free to receive incoming Sheriff's towing and service requests. (Page 17)

Company Representative

Representative's Signature

Inspector's Name

Inspector's Signature

Representative's Signature

Inspector's Signature



TOW TRUCK INSPECTION CHECKLIST

Date _____

Contractor _____

Truck # _____

VIN _____

License #/State _____

Year _____

Make _____

Model _____

Class (circle one)

A B C DA DB

GVWR (Gross Vehicle Weight Rating) _____

Reg Wt. _____

Boom Rating (if equipped) _____

Wheel Lift Rating (if equipped) _____

Class D Bed Rating _____

1. ☐ Pass ☐ Fail Contractor name and phone number painted or permanently affixed to both sides in letters at least 2" high of contrasting color. Must meet mandatory equipment standards as prescribed by OAR 257-050-0200.
2. ☐ Pass ☐ Fail Minimum of two lights mounted behind cab to illuminate the tow work area.
3. ☐ Pass ☐ Fail Portable auxiliary brake, emergency, turn, and taillights for use in towed vehicles. (Class D exempt unless equipped for towing a second vehicle.)
4. ☐ Pass ☐ Fail A fire extinguisher with a U.L. rating of at least 25BC. May also carry smaller extinguisher(s) in addition to the required extinguisher.
5. ☐ Pass ☐ Fail Cables capable of being fully extended and fully wound onto a drum. There will be no evidence of heat damage to cables. Cables must be free of flat spots and frays. There shall be no more than six randomly distributed broken wires in one rope lay or more than three broken wires in one strand in one rope lay. There shall be no end attachments that are deformed, cracked, worn or loosened.
6. ☐ Pass ☐ Fail When a hook is attached with clamps instead of swaged, a minimum of three clamps shall be spaced at least six rope diameters apart and attached with the base or saddle of the clamp against the longer end. The "U" bolt will be placed over the short end of the rope. Clamps shall be of proper size for the cable.
7. ☐ Pass ☐ Fail A broom, shovel, container for accident debris, and 10-lbs of absorbent material shall be carried to clean scenes as per ORS 822.225.
8. ☐ Pass ☐ Fail At least six flares or other emergency reflective devices.
9. ☐ Pass ☐ Fail 2 Wheel chocks with an angled design with a minimum height not lower then the lowest portion of the wheel. (meeting section 4A description).
10. ☐ Pass ☐ Fail Tires of adequate size and rating for the size and weight of the tow truck with no less than 4/32nds of an inch of tread front and 2/32nds of an inch rear, and mounted on rims secured with the manufacturers recommended number of lug nuts.
11. ☐ Pass ☐ Fail FCC Part 93 approved two-way radio equipment or cellular telephone capable of communicating with the Contractor's dispatcher at all times.



- 12. ☐ Pass ☐ Fail Minimum of one pinch bar at least four feet in length, flattened or tapered, with a minimum diameter of three quarters of an inch (larger sizes acceptable).
- 13. ☐ Pass ☐ Fail "Wreck Ahead" signs or Warning Signals as per ORS 822.220.
- 14. ☐ Pass ☐ Fail Any other equipment as required by State Law. All tow trucks and equipment shall be maintained in good working order.

OPERATING CONDITION

All tow trucks used in performance of this tow contract shall be maintained at a level of general condition, which includes:

- 15. ☐ Pass ☐ Fail Lights in conformance with State Statutes.
- 16. ☐ Pass ☐ Fail A four-way flashing system and at least one flashing amber light (or other color, as permitted by State Law), at least five inches in diameter, mounted high on the tow truck.
- 17. ☐ Pass ☐ Fail A warning alarm, clearly audible above the surrounding noise in the vicinity and designed to sound when the tow vehicle is shifted into reverse to indicate that the vehicle is backing.
- 18. ☐ Pass ☐ Fail All tow trucks and equipment shall be maintained in good working order.
- 19. ☐ Pass ☐ Fail Cab and interior free of dirt and grease.
- 20. ☐ Pass ☐ Fail Complete instrumentation.
- 21. ☐ Pass ☐ Fail Complete interior panels.
- 22. ☐ Pass ☐ Fail Clean passenger seat belts, upholstery surfaces and floor.
- 23. ☐ Pass ☐ Fail Exterior paint intact.

CLASS A INSPECTION CHECKLIST

In addition to the equipment listed prior to this section, Each Class A tow truck shall have as a minimum, the following specifications. Class A trucks may be wheel-lift, eagle-claw, rollback, or sling trucks.

1. ☐ Pass ☐ Fail One (1) snatch block for each towline.
2. ☐ Pass ☐ Fail One (1) portable dolly or equivalent.
3. ☐ Pass ☐ Fail Two (2) safety chains.
4. ☐ Pass ☐ Fail Tow trucks less than eight (8) years old for Class A.
5. ☐ Pass ☐ Fail At least ten-thousand (10,000) pounds manufacturers GVWR.
6. ☐ Pass ☐ Fail Dual tires on the rear axles or duplex-type tires, also referred to as super single, with a load rating that is comparable to dual tire rating.
7. ☐ Pass ☐ Fail Minimum of a six-ton boom rating dual or single boom with dual or single winches to control a minimum of one service cable.
8. ☐ Pass ☐ Fail At least one- hundred (100) feet of wire rope with a safe working limit of at least thirty-five hundred (3,500) pounds, as established by the American Society of Mechanical Engineers. All wire rope shall be in good condition and free of flat spots and frays.
9. ☐ Pass ☐ Fail Tools and equipment for providing minor repairs, including tire changing equipment, jumper cables, and a fuel can or other fuel transfer device. At a minimum, three assorted trailer ball hitches to fit most types of trailers.

Deficiencies observed or corrections needed:

Company Representative

Representative's Signature

Inspector's name

Inspector's Signature



CLASS B INSPECTION CHECKLIST

In addition to the equipment listed in the general specifications, each Class B tow truck shall have, as a minimum, the following specifications:

1. ☐ Pass ☐ Fail One (1) snatch block for each towline.
2. ☐ Pass ☐ Fail One (1) portable dolly or equivalent.
3. ☐ Pass ☐ Fail Two (2) safety chains.
4. ☐ Pass ☐ Fail Tow trucks less than ten (10) years old for Class B
5. ☐ Pass ☐ Fail At least seventeen-thousand (17,000) pounds GVWR.
6. ☐ Pass ☐ Fail A minimum of one-hundred (100) feet of wire rope at least seven-sixteenths (7/16) inch in diameter. All wire rope shall be in good condition and free of flat spots and frays.
7. ☐ Pass ☐ Fail Class B trucks may be either wheel-lift or under lift trucks with frame forks having a minimum lifting capacity of six-thousand (6,000) pounds.
8. ☐ Pass ☐ Fail Minimum of a ten-ton boom rating.
9. ☐ Pass ☐ Fail Appropriate tools and equipment for removing and replacing a driveline.
10. ☐ Pass ☐ Fail Tools and equipment for providing minor repairs, including tire changing equipment, jumper cables, and a fuel can or other fuel transfer device. At a minimum, three assorted trailer ball hitches to fit most types of trailers.

Deficiencies observed or corrections needed:

Company Representative

Representative's Signature

Inspector's name

Inspector's Signature



CLASS C INSPECTION CHECKLIST

To qualify for the Class C rotation, the contractor shall have the equipment listed in the general specifications, at a minimum, as well as have at least one tandem axle truck with the following minimum specifications:

1. ☐ Pass ☐ Fail One (1) snatch block for each towline.
2. ☐ Pass ☐ Fail Two (2) safety chains.
3. ☐ Pass ☐ Fail Tow trucks less than twenty (20) years old for Class C.
4. ☐ Pass ☐ Fail At least twenty-seven thousand (27,000) pounds GVWR or equivalent.
5. ☐ Pass ☐ Fail A minimum of one-hundred (150) feet of wire rope, at least five-eighths (5/8) inch diameter. All wire rope shall be in good condition and free of flat spots and frays.
6. ☐ Pass ☐ Fail Minimum of a twenty-five (25) ton boom rating.
7. ☐ Pass ☐ Fail Air brakes and an air system capable of supplying air to the towed vehicle.
8. ☐ Pass ☐ Fail For each Class C tow truck, the contractor shall show evidence of having passed an annual safety inspection by the Oregon State Police, Oregon Department of Transportation, or other equivalent organization.
9. ☐ Pass ☐ Fail Tools and equipment for providing minor repairs, including tire changing equipment, jumper cables, and a fuel can or other fuel transfer device. Appropriate tools and equipment for removing and replacing a driveline. At a minimum, three assorted trailer ball hitches to fit most types of trailers.

*A single axle truck of at least thirty-three thousand (33,000) pounds GVWR, may qualify as supplemental Class C equipped with an under-lift with a minimum ten thousand (10,000) pounds extended rating and air brake capability.

Deficiencies observed or corrections needed:

Company Representative

Representative's Signature

Inspector's name

Inspector's Signature



CLASS D INSPECTION CHECKLIST

To qualify for the Class DA or DB, the contractor shall have the equipment listed in the general specifications, at a minimum, as well as the following minimum specifications:

1. ☐ Pass ☐ Fail One (1) snatch block for each towline.
2. ☐ Pass ☐ Fail Four (4) tie downs independent of the winch.
3. ☐ Pass ☐ Fail Class D trucks shall have a set of four (4) skates (or similar device for loading vehicles) and shall use them when appropriate.
4. ☐ Pass ☐ Fail Tow trucks less than eight (8) years old for Class DA and ten (10) years old for Class DB.
5. ☐ Pass ☐ Fail ☐ N/A At least ten-thousand (10,000) pounds GVWR for Class DA.
6. ☐ Pass ☐ Fail ☐ N/A At least seventeen-thousand (17,000) pounds GVWR for Class DB.
7. ☐ Pass ☐ Fail ☐ N/A For Class DA at least fifty (50) ft of wire rope at least three-eighths (3/8) inch in diameter with a safe working limit of at least thirty-five hundred (3,500) pounds, as established by the American Society of Mechanical Engineers. All wire rope shall be in good condition and free of flat spots and frays.
8. ☐ Pass ☐ Fail ☐ N/A For Class DB at least fifty (50) ft of wire rope at least seven-sixteenths (7/16) inch in diameter. All wire rope shall be in good condition and free of flat spots and frays.
9. ☐ Pass ☐ Fail Tools and equipment for providing minor repairs, including tire changing equipment, jumper cables, and a fuel can or other fuel transfer device. At a minimum, three assorted trailer ball hitches to fit most types of trailers.

Deficiencies observed or corrections needed:

Company Representative

Representative's Signature

Inspector's name

Inspector's Signature



SPECIAL EQUIPMENT INSPECTION CHECKLIST

To qualify special equipment for use under this contract the contractor shall have the equipment listed in the general specifications unless otherwise exempted by the Sheriff, as well as the following minimum specifications:

1. ☐ Pass ☐ Fail Lights in conformance with State Statutes.
2. ☐ Pass ☐ Fail A four-way flashing system and at least one flashing amber light (or other color, as permitted by State Law), at least five inches in diameter, mounted high on the tow truck.
3. ☐ Pass ☐ Fail A warning alarm, clearly audible above the surrounding noise in the vicinity and designed to sound when the tow vehicle is shifted into reverse to indicate that the vehicle is backing.
4. ☐ Pass ☐ Fail All tow trucks and equipment shall be maintained in good working order.
5. ☐ Pass ☐ Fail Cab and interior free of dirt and grease.
6. ☐ Pass ☐ Fail Complete instrumentation.
7. ☐ Pass ☐ Fail Complete interior panels.
8. ☐ Pass ☐ Fail Clean passenger seat belts, upholstery surfaces and floor.
9. ☐ Pass ☐ Fail Exterior paint intact.

Every commercial vehicle, including each segment of a combination vehicle, must undergo periodic inspection at least once every 12 months. At a minimum, inspections must include all items listed in 49 CFR 396 Appendix A: Minimum Periodic Inspection Standards.

10. ☐ Yes ☐ No Commercial Motor Vehicle.
11. ☐ Pass ☐ Fail The contractor shall show evidence of having passed an annual safety inspection by the Oregon State Police, Oregon Department of Transportation, or other equivalent organization.
12. ☐ Yes ☐ No Annual level 1 inspection completed by CCSO

Date of inspection:

Inspection completed by (Agency):

Inspector's name

Annual re-inspection due on:



SPECIAL EQUIPMENT INSPECTION CHECKLIST

Deficiencies observed or corrections needed:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.Company RepresentativeRepresentative's Signature

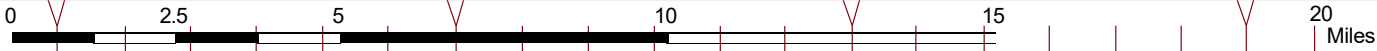
Inspector's name

Inspector's Signature

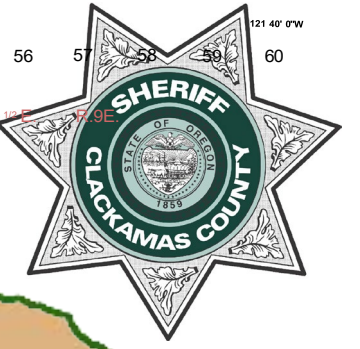
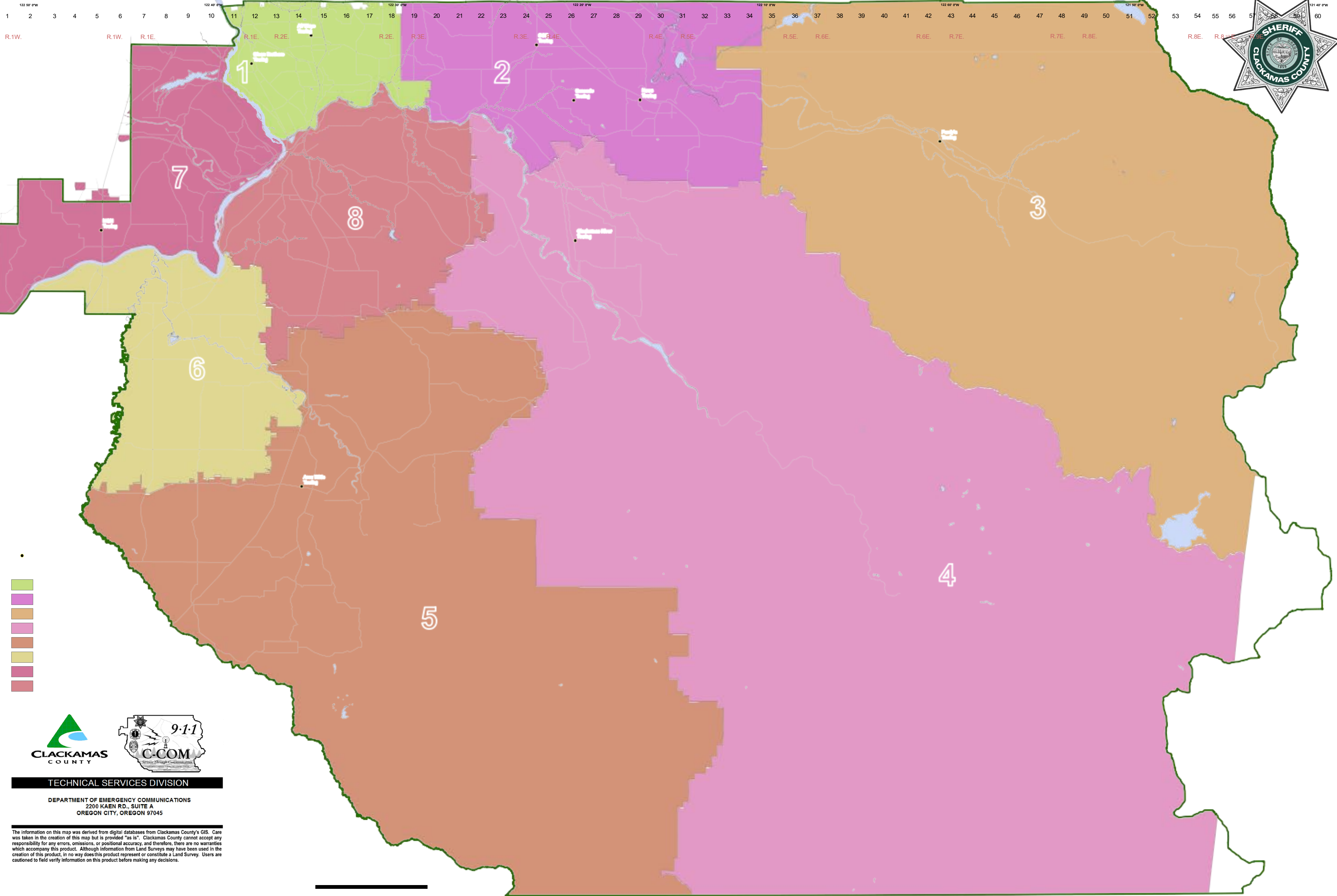


APPENDIX 2
TOW ZONE MAP





Document Path: S:\Technical Services - DO NOT MODIFY\MAPs\JPau\Misc. Maps\Sheriff's Office\TowDesk16_0502.mxd



TECHNICAL SERVICES DIVISION

DEPARTMENT OF EMERGENCY COMMUNICATIONS
2200 KAEN RD., SUITE A
OREGON CITY, OREGON 97045

The information on this map was derived from digital databases from Clackamas County's GIS. Care was taken in the creation of this map but is provided "as is". Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product before making any decisions.

APPENDIX 3
24-HOUR TOWING SERVICE RATE SCHEDULE
Not to exceed established rates set below

SERVICES	CLASS A	CLASS B	CLASS C	Sheriff's Vehicles
Hook Up Fee (Flatbed, Dollies, & Driveline)	260.00	265.00	515.00	50.00
Dispatch Fee	Dispatch Fee + \$10.00	Dispatch Fee + \$10.00	Dispatch Fee + \$10.00	0
Mileage Fee (One-Way)	8.40	9.50	10.50	4.00
Labor at Scene (clean-up of parts or hazmat)	33.00 (Per 15 min.)	33.00 (Per 15 min.)	33.00 (Per 15 min.)	20.00 (Per 15 min.)
Additional Labor (Flagger or 2nd Person)	33.00 (Per 15 min.)	33.00 (Per 15 min.)	33.00 (Per 15 min.)	20.00 (Per 15 min.)
Storage Fee (Daily)	45.00	55.00	65.00	15.00
Inside Storage Fee (Daily)	55.00	65.00	75.00	15.00
Flares (per flare)	8.00	8.00	8.00	7.00
Spill Kit (for environmental drainage of gasoline or diesel only)	90.00	90.00	90.00	85.00
Gate Fee (After Hours)	50.00	50.00	50.00	30.00
Flat Tire swap	N/A	N/A	N/A	55.00

QUOTE CERTIFICATION FORM
RFQ #2026-49

Submitted by: _____
(Must be entity's full legal name)

Each Quoter must read, complete and submit a copy of this Clackamas County Certification with their Quote. Failure to do so may result in rejection of Quote. By signature on this Certification the undersigned certifies that they are authorized to act on behalf of the Quoter and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS: As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Quoter is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Quoter to 24% backup withholding.

SECTION II. NON-DISCRIMINATION: That the Quoter has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Quoter or will Quoter discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is 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 that is certified under ORS 200.055.

SECTION III. CONFLICT OF INTEREST

The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFQ, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Quoter to submit this Quote. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a quote for the same material, and is in all respects fair and without collusion or fraud.

SECTION IV. COMPLIANCE WITH SOLICITATION: The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFQ (including any attachments); and
2. Are an authorized representative of the Quoter, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Quote or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and Quote; and
4. Will use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this RFQ.

Name: _____	Date: _____
Signature: _____	Title: _____
Email: _____	Telephone: _____
Oregon Business Registry Number: _____	OR CCB # (if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

☐ Resident Quoter, as defined in ORS 279A.120

☐ Non-Resident Quoter. Resident State: _____

CLACKAMAS COUNTY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Clackamas County Local Contract Review Board Rule C-047-0270 (Intermediate Procurements) and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Clackamas County serve to change the RFQ in any way. No other directions received by the Quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT OREGONBUYS (<https://oregonbuys.gov/bsa/view/login/login.xhtml>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Clackamas County in the specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to approval by Clackamas County.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Clackamas County reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **FOB DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the Quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the form of sample contract referenced in this RFQ, may result in quote rejection at County's sole discretion.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the Quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the Quoter has read and fully understands all quote specifications, and the sample contract referenced in this RFQ (including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.
10. **QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
11. **QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Clackamas County prior to the Quote Due Date/Time. Quotes may also be withdrawn in person before the Quote Due Date/Time upon presentation of appropriate identification.
12. **QUOTE SUBMISSION:** Quotes may be submitted by returning to Clackamas County Procurement Division in the location designated in the introduction of the RFQ; however, no oral

or telephone quotes will be accepted. Envelopes, or e-mails containing Quotes should contain the RFQ Number and RFQ Title.

QUOTE EVALUATION AND AWARD

1. **PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Clackamas County generally will not completely review or analyze quotes which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Clackamas County generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Clackamas County that an unsuccessful quote was complete, sufficient, or lawful in any respect.
2. **DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
3. **CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
4. **PAYMENT:** Quotes which require payment in less than 30 days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
5. **INVESTIGATION OF REFERENCES:** Clackamas County reserves the right to investigate references and or the past performance of any Quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Clackamas County may postpone the award or execution of the contract after the announcement of the apparent successful Quoter in order to complete its investigation. Clackamas County reserves the right to reject any quote or to reject all quotes at any time prior to Clackamas County's execution of a contract if it is determined to be in the best interest of Clackamas County to do so.
6. **CLARIFICATION:** Clackamas County reserves the right to seek clarification of each Quote, or to make an award without further discussion of Quotes received.
7. **METHOD OF AWARD:** Clackamas County reserves the right to make the award by item, groups of items or entire quote, whichever is in the best interest of Clackamas County.
8. **QUOTE REJECTION:** Clackamas County reserves the right to reject any and all quotes for any reason including, but not limited to, a Quoter's failure to constitute as a responsible bidder under ORS 279B.110 and LCRB C047-640-1-c-F-iii.
9. **QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by submitting a public records request or by appointment.