

## **REQUEST FOR PROPOSAL TO PROVIDE TOWING SERVICES**

The City of Boardman is soliciting proposals for citywide towing services from qualified Proposers. Proposals will be received until, but not after, **2:00 p.m. June 19, 2020** at the Office of the Karen Pettigrew, City Manager, Boardman City Hall, 200 City Center Circle, PO Box 229, Boardman, OR 97818. Proposers shall submit one (1) original and five (5) copies of the proposal in a sealed envelope entitled **“TOWING SERVICES RFP”**

Any objections to or comments about the RFP specifications must be submitted in writing to the City of Boardman, Karen Pettigrew, City Manager, Boardman City Hall, 200 City Center Circle, PO Box 229, Boardman, OR 97818. Objections must be received no later than seven (7) business days before the RFP closing date.

Proposals that are received after the time and date set for the RFP closing will not be accepted. Proposals that are delivered to an office other than the office identified above will not be accepted. Faxed or electronic proposals will **NOT BE ACCEPTED**. It is the sole responsibility of the party submitting the RFP response to ensure that the response is received at the designated location on or before the deadline.

The City of Boardman’s Request for Proposal to provide towing services will be publicly opened in the Boardman City Council Chambers at 200 City Center Circle, Boardman, OR 97818, on **July 7, 2020 at 7:00 p.m.** The submitted proposals will not be read aloud. The City will announce the name of each Proposer and such other information as the City considers appropriate. Information determined to be trade secrets or confidential or proprietary data in accordance with applicable law will be kept confidential. The remainder of the proposals submitted will be available for public inspection following award of the contract. The proposals received by the City of Boardman will be held confidential until an award or recommendation for an award has been approved by the City Council unless disclosure is allowed by law.

The City will be the sole judge in determining award of contract and reserves the right to reject any an all proposals, and to waive minor irregularities in any proposal.

The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.

The city shall not be responsible for any costs incurred by proposer in preparing, submitting or presenting its response to this RFP.

Questions regarding the technical aspects of this RFP, or those pertaining to the Request for Proposal process, should be addressed to Chief Richard Stokoe of the Boardman Police Department at 541-481-6071, or email [RStokoe@cityofboardman.com](mailto:RStokoe@cityofboardman.com).

The City of Boardman is an Equal Employment Opportunity employer. The City will provide ADA accommodations upon request.

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## **SECTION 1.0 - BACKGROUND INFORMATION**

The City of Boardman maintains a rotational list of towing companies with non-exclusive contracts to provide citywide towing services. The City has approximately 13 tows performed in this manner per year. The City is seeking competitive proposals for citywide towing services to be contracted for three years with four (4) one-year annual renewals upon written agreement between the parties. This Request For Proposal, hereby referred as "RFP," contains one category for all towing services and will result in a multiple award of three contracts to provide towing services on a rotational basis.

The City of Boardman is hereby referred to as "City." Throughout the RFP and contract documents, the term "Contractor" shall include the selected tow company, its officers, agents and employees.

## **SECTION 2.0 - REQUIRED SCOPE OF SERVICES**

- 2.0.1** The Contractor(s) agrees to furnish towing, storage and other related services as set forth herein when requested to do so by the City, or when requested to do so by the City on behalf of the vehicle owner or person in possession of the vehicle and the City agrees to call or cause the Contractor to be called for such towing services subject to the following scope of services.
- 2.0.2** Contractor(s) shall perform all tows in a safe and courteous manner and shall not negligently cause damage to the persons or property of others in performance of the contract.
- 2.0.3** Contractor(s) shall defend the City from any and all claims, whether founded or not, arising from or alleged to have arisen from the performance of this Contract, except those claims arising from the sole negligence of the City.
- 2.0.4** Contractor(s) shall maintain in their business office on-site photocopies of the driver's license of any person who will perform towing services under the contract. Contractor shall have these driver's license copies available for inspection by the City at any time during normal business hours. The City reserves the right to conduct a background check including a driving history on contractor's officers, agents and employees providing services to the City. At the City's request, contractor shall remove employees from providing services to the City. Contractor shall notify the City within fourteen (14) days of when a new employee provides services to the City.
- 2.0.5** Contractor(s) shall not interfere with other Contractors performing towing services.
- 2.0.6** Contractor(s) agrees to conduct all its affairs in conformance with all federal and state anti-trust and trade regulations and laws, including but not limited to: ORS 646.010 et seq (Anti-Pricing Discrimination), 646.605 et seq (Unlawful Trade Practices), 646.705 et seq

(Anti-trust Law), and Title 15 United States Code. Contractor shall abide by all other city, state, and federal laws, including but not limited to towing and criminal laws.

- 2.0.7** Contractor(s) may not solicit tows at the scene of an accident. However, anyone may render assistance without charge at the scene of an accident to clear a public street or highway.
- 2.0.8** Contractor(s) shall provide service twenty-four (24) hours a day, seven (7) days a week and 365 days per year.
- 2.0.9** Contractor(s) shall not subcontract its work under this Contract, in whole or in part.
- 2.0.10** When the Contractor is called to perform services under this contract, the Contractor will indicate whether Contractor is available to perform the tow. Contractor shall be deemed available when:
1. Contractor has a truck and driver free to be immediately sent to the location of the requested tow.
  2. Contractor has adequate storage space to accommodate the vehicle.
- 2.0.11** The Contractor agrees to process and record the status, condition and disposition of all vehicles towed under the contract and upon demand of the City, shall release such records to the City. Records shall be retained in Contractor's business office for a period of seven (7) years.
- 2.0.12** Towing services covered under the contract includes the removal of all dirt, glass and other debris upon the street attributable to the vehicle being towed or resulting from the tow including all vehicle parts associated with the towed vehicle. Tow response, dispatch fees (if applicable), flares, and hookup charges to include the use of dollies are considered "included" in the basic charge for towing services.
- 2.0.13** The contract does not require the Contractor to clean up any hazardous spills or materials. The City will take reasonable steps to notify the Contractor when it knows that there has been a release of hazardous substances at a tow site.
- 2.0.14** Mileage between the Contractor's storage facility and the location of the requested tow within the Urban Growth Boundary is considered "included" in the basic charge for towing services. However, a Contractor may charge reasonable mileage rates for tows to locations other than the Contractor's storage facility and to locations outside the Urban Growth Boundary unless the distance to the other location is shorter than the distance to the Contractor's storage facility (e.g. a repair shop or police impound lot).

**2.0.15 FACILITIES AND STORAGE**

Contractor shall maintain an indoor and outdoor storage area and business office in the City of Boardman or within five street traveled miles of the Boardman city limits. The Contractor shall have a storage area, tow trucks and drivers, manager, full time office

employee(s), and office facility, none of which are used by any other towing Contractor or towing company (dispatch service excepted). The Contractor must be on a separate tax lot, have a separate street address and have separate physical buildings from any other towing contractor or towing company.

Contractor shall:

- a. Maintain a business office open to the public for the release of towed and stored vehicles between 8:00 a.m. and 5:00 p.m., Monday through Friday (City holidays excepted). This office must be staffed with at least one employee during these hours. That employee must not be shared with any other towing contractor or towing company.
- b. Maintain a telephone number answered at all times.
- c. Maintain a facsimile machine capable of receiving at all times.
- d. Maintain a clean indoor customer waiting area with seating for at least one person.
- e. Maintain a valid e-mail address and timely respond to communications from the City.

Contractor's facilities shall be in conformance with all applicable zoning requirements. The Contractor shall exercise reasonable care to protect stored vehicles, and the contents thereof, from vandalism, theft or burglary. The Contractor may remove property from a vehicle to a place of safekeeping to protect such property from theft or loss and the Contractor may remove a mechanical part, such as a distributor rotor, from the vehicle if deemed it necessary to prevent the unauthorized removal of the vehicle. In all cases, the Contractor shall make an inventory of the property or parts removed and a copy of such inventory shall be furnished to any persons seeking to redeem the vehicle or property. Removed property shall be returned to the owner/agent immediately upon request. Any parts removed must be returned and reinstalled at the Contractor's expense at the time the vehicle is redeemed.

For purposes of this Contract, reasonable care means, at a minimum:

- a. Having a fence surrounding the outdoor storage area which is at least six feet tall with barbed wire along the top edge, free of holes or weak spots that could allow unauthorized entry.
- b. Equipping all gates, doors and other openings into storage facilities with locks and securing facilities against unauthorized entry during times when the Contractor's personnel are not present at the facility.
- c. When vehicle door keys are available, locking car doors and keeping keys in an areas protected from unauthorized entry; closing open car windows and sunroofs; using tarps to protect vehicles with broken windows or open sunroofs. No additional fees shall be charged for these services.

Contractor shall have secure indoor storage with space for at least two (2) vehicles and with the following requirements:

- a. Floored with pavement, concrete or sealed decking;
- b. Fully secured from weather and unauthorized entry;

- c. Clearly marked as prohibiting unauthorized entry;
  - d. Free of dirt, dust, oil spills, animal waste and loose items such as but not limited to auto parts; and
  - e. Protected from contamination by foreign substances.
- The outdoor storage facilities should be at least 10,000 sq. ft. and shall be capable of accommodating vehicles to be stored as follows:
- a. All storage areas shall be reasonably protected to safeguard vehicles and contents.
  - b. All streets and places adjacent to such storage and office facilities shall at all times be kept clear of vehicles that are in the custody of the Contractor. No change of location of the designated storage facilities or use of additional facilities shall be made without written notice to and approval of the City.

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 designated storage facilities of another towing company. Such alternate storage facility must meet the same criteria set forth herein for the Contractor's storage facility. Such a "re-tow" shall not be subject to charge. Contractor shall notify the City and any party requesting the location of the vehicle of the new storage location within one (1) hour from the time such re-tow is made.

Contractor must have an identification sign in plain view at its business office including the company name, regular business hours, a telephone number for afterhours information and if there will be a service charge for releases after regular business hours.

## **2.0.16 RELEASE OF VEHICLES AND CONTENTS**

Contractor may refuse to release any vehicle, except a vehicle owned by the City, in Contractor's possession until Contractor receives payment of all charges from the owner or other claimant. The Contractor shall obtain written authorization for release from the Boardman Police Department before releasing any vehicle with a "Release Authorization Required" noted on the towed vehicle report. The Contractor shall notify Boardman Police Records by email ([police@cityofboardman.com](mailto:police@cityofboardman.com)) a list of all vehicles released under the Contract within 24 hours of release of the vehicle.

Within the first fifteen (15) days of the tow, the owner of a towed vehicle shall have access to a towed vehicle during normal business hours for the purpose of removal of unattached property without charge. Unattached property is property within or on a vehicle that is not attached to the vehicle or an actual part of the vehicle. The owner of a towed vehicle may obtain release of the vehicle or its contents during other than normal business hours by making an appointment with Contractor for such release. The Contractor shall be allowed one (1) hour to respond to release a vehicle or its contents outside the normal business hours.

Parties responsible for towing and storage charges shall be as follows:

- a. City Tows. The City shall pay all towing charges and storage charges for all City owned vehicle tows. The City shall not be liable for inside storage fees unless the City has directed such storage.
- b. Evidence Tows. The City shall pay towing and storage charges up to and including the date of authorization for release to the owner of all Evidence Tows. The City will pay storage charges, at the contracted rate, when an Evidence Tow vehicle is held for evidence processing. The vehicle owner or claimant shall be solely responsible for all storage fees accrued after City authorization for release, and those fees shall be at the Contractor's contracted rate.
- c. Ordinance Tows. The registered or legal owner of a vehicle towed pursuant to a law or ordinance shall be responsible for all towing and storage fees. For a vehicle subject to an Ordinance Tow where a court of law determines that the owner of the vehicle is not responsible for the payment of towing and/or storage charges, the Contractor, after receiving written authorization from the Boardman Police Department, shall release the vehicle and its contents without charge to the owner and the City will pay the contracted rates to the Contractor.
- d. Other Tows. In all other cases, towing and storage charges, shall be paid as follows: If the vehicle is claimed, regardless of the value of the vehicle, the owner or other claimant shall pay the Contractor's contracted towing and storage charges prior to release of the vehicle, unless owner has made other arrangements pursuant to law. This includes abandoned/disabled vehicles, owner-requested non-preference tows, recovered stolen vehicles and inoperable vehicles.

## **2.0.17 RATES**

Contractor will only charge the City or the Owner the rates per the contract.

Class A tow (small passenger cars, pickup trucks, small trailers or equivalent vehicles as defined in OAR 257-050-0200.);

Class B tow (medium trucks, trailers, motor homes or equivalent vehicles as defined in OAR 257-050-0200.);

Class C tow (large trucks, trailers, motor homes or equivalent vehicles as defined in OAR 257-050-0200.).

No additional administrative fees, hidden fees or other fees not listed in the contract will be charged.

The lowest price required by the vehicle size or condition will be charged. For example, if a Class B-rated truck is used to tow a vehicle that could be towed by a Class A-rated

truck, the lower price will be charged. Costs for additional services performed but not required by the situation will not be charged.

Recovery - A per-hour rate shall not be greater than the basic rate for towing services. Recovery rates are for winching or turning over any vehicle which may be off the roadway, requiring the Contractor to use additional vehicles, lengths of cable, air recovery cushions, chokers, slingers, shackles, snatch blocks and additional chains other than required in a normal tow procedure. Recovery time ends when the vehicle is hooked up to the tow truck. When this charge is made, the actual beginning and ending times shall be recorded on the invoice and charged to the nearest 15-minutes. These rates apply if a tow apparatus responds to the scene and hooks onto a vehicle, whether or not the vehicle is towed.

Storage - These charges are based on any part of a consecutive, twenty-four (24) hour period.

After Hours Release Charge – An afterhours release charge can be charged any time an owner requests access to a vehicle after normal business hours.

Only correctly completed billings for towing and storage charges authorized by the contract shall be paid. Billings will include vehicle license number, issuing state, make, model, year, body style, class of tow and incident number. In the absence of a license plate, the vehicle identification number shall be recorded. Handwriting must be legible. Billings which fail to comply with the requirements shall be returned for correction prior to any payment being made. All towing fees shall be recorded on a tow receipt and issued to the requesting officer at the time of the tow.

## **2.0.18 RESERVATION OF RIGHTS BY CITY**

The City reserves the right to call other towing companies other than Contractor if City, in its sole discretion, determines additional service is needed for any occasion that cannot be served timely by the Contractor. The City reserves the right to inspect Contractor's facility and equipment, and conduct background investigations to include a driver history and a criminal background check on the Contractor's officers, agents and employees at any time during the term of the contract.

## **2.0.19 CONFIDENTIAL INFORMATION**

Contractor shall not disclose personal information gathered in the performance of providing services under the contract to third parties. Personal information shall include but is not limited to names, addresses and phone numbers of vehicle drivers and/or owners. Law enforcement personnel, insurance companies and other entities authorized by the City Manager or designee shall have access to personal information.

## **2.1.1 VEHICLES SERVED UNDER CONTRACT**

On a rotational basis, the Contractor(s) shall tow, upon request of the City, any vehicle listed below. The term "vehicle" shall include vehicle equipment and accessories.



Ordinance Tow: A tow of a vehicle for a violation of law or ordinance or under a court order. This may include tows for no insurance, driving while unlicensed, suspended or revoked and driving under the influence of intoxicants.

Evidence Tow: A tow or storage request by the Boardman Police Department to secure any vehicle involved in a police investigation. This includes vehicles impounded for evidence and vehicles impounded by forfeiture to the City.

Abandoned/Disabled Vehicle Tow: A tow of any vehicle (including recreational vehicles) deemed by the Boardman Police Department to be abandoned, disabled or illegally parked under applicable state law or city ordinance.

City Vehicle Tow: A tow of any vehicle owned, leased or otherwise in possession of the City.

Owner-Requested Non-Preference Tow: A tow on behalf of any vehicle owner, or person entitled to possession thereof that is requesting towing services without preference for a particular towing company. This includes recovered stolen vehicles towed for safekeeping.

Inoperable Vehicle Tow: A tow of any vehicle (including recreational vehicles) deemed by the City of Boardman to be "inoperable vehicles" parked on public or private property without authorization by statute or local ordinance.

### **2.1.2 ROTATIONAL LIST**

All tows under the Contract shall be requested by the City on a rotating basis among all Contractors. A Boardman Police Department tow list will be maintained by the City dispatching service. The location of the vehicle and a vehicle description will be provided to the Contractor. Each towing dispatch should include the license number, make, model, year, style, color and the location of vehicle. In the absence of a license plate, the vehicle identification number shall be provided.

Boardman Police Department (BPD) will charge an administrative fee of \$25.00 per tow, which is subject to change by BPD without notice. Contractor payments shall be made payable to BPD. Fees not paid within 30 days of the tow date will bear interest at the rate of two-thirds of one percent per month from the date shown.

The Contractor will be dispatched from the Boardman Police tow list. When a Contractor indicates he is not available to respond, the next available contractor will be contacted. Contractors who perform a towing service, or those who are not available, will not be requested again until the tow list has cycled.

A single Contractor will be requested for multiple vehicle tows to the same incident. An example of a multiple tow incident is a traffic accident where more than one tow is needed.

Except where noted below, if the Contractor's towing service is cancelled by the City, the Contractor will be placed back on the tow list for the next requested tow.

Except for inoperable vehicle tow requests, if the Contractor indicates that Contractor is available and accepts the tow, Contractor shall have the Contractor's truck arrive at the requested location within fifteen (15) minutes of receipt of the request from the City dispatch service. In the case of inoperable vehicles, the Contractor will have up to thirty (30) minutes to arrive at the requested tow location. Inoperable vehicle tow requests shall be made Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (City holidays excepted) unless extenuating circumstances exist. The City reserves the right to cancel a tow request if the Contractor's tow truck has not arrived within the required response time. The required response time limit may be extended where delay is caused by factors outside the control of the Contractor. However, repeated failure of the Contractor's towing service to arrive within the required response time constitutes just cause for suspension or termination of the contract. In addition, failure of a Contractor to respond to and remedy alleged contract violations constitutes just cause for suspension or termination of the contract.

Contractor(s) shall respond to at least ninety-five percent (95%) of tow requests in any 90-day period. If Contractor fails to respond to at least ninety-five percent (95%) of the tow requests in any 90-day period, the City may terminate or suspend the contract.

### **2.1.3 EQUIPMENT**

Contractor(s) shall maintain a minimum of three (3) operable tow trucks of a Class A or larger rating. Contractor(s) shall maintain at least one (1) operable tow truck of a Class B or larger rating. The Contractor shall not share, rent or lease Contractor's tow trucks with any other towing company or business.

Contractor(s) must comply with all requirements of Oregon Administrative Rule 257-050-0200, Mandatory Equipment Standards for Tow Trucks. The City reserves the right to conduct on-site inspections of Contractor's equipment to ensure compliance.

### **2.1.4 NON-EXCLUSIVE CONTRACT**

Contractor understands and acknowledges that the contract is non-exclusive and that the City reserves the right to enter into a contract for towing services with any person or entity who is capable of meeting the specifications and conditions of this Contract in its entirety. Should the City exercise such right, Contractor shall cooperate with such other Contractor(s), and shall abide by the dispatch procedures stated previously.

### **2.1.5 ASSIGNMENT OF WORK**

Contractor shall tow, upon City request, all vehicles listed under section 2.1.1. Contractor may not assign the tow to another tow company.

## **SECTION 3.0 - GENERAL INFORMATION/INSTRUCTIONS TO PROPOSERS**

### **3.1 SCOPE OF RFP**

This RFP contains administrative and procedural information concerning instructions for preparation and submittal of the proposal, an explanation of how the proposal will be evaluated and conditions which will be included in any contract(s) which may be awarded as a result of the RFP.

### **3.2 CLOSING DATE AND ANTICIPATED CALENDAR FOR PERTINENT EVENTS**

All proposals must be received no later than 2:00 p.m. (local time) on **June 19, 2020.** Mailed proposals should allow normal mail delivery time to ensure timely receipt of proposals. Faxed or electronic proposals will NOT be accepted.

Submit one (1) original and five (5) copies of your proposal in a sealed envelope marked **"TOWING SERVICES RFP"** to:

Karen Pettigrew, City Manager  
City of Boardman  
220 City Center Circle  
PO Box 229  
Boardman, OR 97818

Proposals that are deemed as being highly responsive to the RFP may be requested to make an oral presentation to the Selection Committee.

It is anticipated that a notice of intent to award towing services contracts will be awarded by the City on or about **July 20, 2020** for the services delineated with the scope of services stated within this RFP. The selected towing Contractor(s) can expect to enter into a contract for towing services within 10 calendar days of the notice of intent to award notice date.

### **3.3 PROPOSAL ACCEPTANCE**

Proposals shall be firm for a period of 30 days after the closing date. Each responding Proposer may withdraw his or her proposal if it has not been accepted within sixty (30) days from the RFP closing date.

The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in a Towing Services Contract may result in cancellation of the award.

### **3.4 PUBLIC RECORDS AND CONFIDENTIALITY OF PROPOSAL**

This Request for Proposal and one (1) copy of each original response received, together with copies of all documents pertaining to the award of a contract, shall be kept by the City of Boardman for a period of five (5) years and made a part of a file or record which shall be open to public inspection.

If the proposal contains any information that the Proposer does not want disclosed to the public or used by the City for any purpose other than evaluation of their offer, each sheet of such information must be marked clearly with the following legend:

#### **THIS MATERIAL IS TO BE HELD CONFIDENTIAL**

The **NON-DISCLOSURE FORM** (APPENDIX A) must be signed and attached to the RFP response. The above restriction may not include cost or price information that must be open to public inspection. The City will keep information confidential to the extent permissible under the law.

All RFP responses shall be held confidential, in total, until the City of Boardman has approved a recommendation for the award of contract(s), unless required to be disclosed pursuant to state law.

### **3.5 RIGHTS OF CITY OF BOARDMAN TO AWARD OR REJECT PROPOSALS**

The RFP does not commit the City to award a contract for the services specified within the RFP document. Under no circumstances will the City pay the costs incurred in the preparation of a response to this request. The City reserves the right to:

Accept or reject any portion of a proposal or accept, cancel or reject any or all proposals received as a result of this request for proposal in accordance with state law;  
Accept a proposal and subsequent offers for contract from other than the lowest cost proposed;

### **3.6 INCURRING COSTS**

Neither the City of Boardman, nor its agents, is liable for any cost incurred by Proposers prior to issuance of an agreement, contract or purchase order. Contractual work may not begin unless notice to proceed has been issued and the Proposer is notified in writing stating his or her proposal is accepted and a commencement date for contractual work is specified. All prospective Proposers who respond to a City of Boardman RFP do so solely at the respondent's cost and expense.

### **3.7 PRE-PROPOSAL INTERPRETATION OF THE RFP DOCUMENTS AND ISSUANCE OF ADDENDA**

Any person who contemplates submitting a proposal for the services contract and who finds discrepancies in or omissions from, or is in doubt as to the true meaning of any part of the RFP document, should submit to Chief Richard Stokoe a written request for clarification or interpretation at least seven (7) business days prior to the RFP closing date, to the address which follows:

Chief Richard Stokoe  
Boardman Police Department  
PO Box 229

FAX 541-481-6171  
Email [RStokoe@cityofboardman.com](mailto:RStokoe@cityofboardman.com)  
Boardman, OR 97818

If inquiries result in a significant disclosure, the question and the answer thereto will be provided in the form of an addendum to the RFP to all prospective Proposers who were sent the RFP.

### **3.8 CONTRACTOR'S RESPONSIBILITIES**

The Contractor(s) will be required to assume responsibility for all services offered in the proposal. The City will consider the Contractor(s) responsible for any and all contractual matters.

### **3.9 INSURANCE COVERAGE**

The Contractor must maintain a certificate of insurance coverage at the time of contract execution and proof of insurance coverage thereafter with limits not less than the requirements of OAR 257-050-0070.

- a. Nothing in this section will relieve a person from maintaining insurance in the amounts and providing coverage of the type for motor carriers in the requirements of OAR 257-050-0070 if the amounts exceed or coverage is different from that required by this section.
- b. The contractor and all employers working under this Contract are subject to employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
- c. A certificate of insurance from the insurance carrier to the City that includes the type and amounts of coverage and provides for notification of cancellation of the Contractor's insurance is mandatory.
- d. Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured the City of Boardman, its Officers, Agents, and Employees and those for whose conduct the City is subject to action or suit pursuant to ORS 30.265(1).

Notwithstanding the naming of additional insured, said policy shall protect each insured in the same manner as though a separate policy had been issued to each; but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Contractor shall not perform services under contract without insurance. Any lapse of insurance shall immediately remove the Contractor from providing services until such time as written proof of insurance as set forth above is provided to the City. Upon the

second lapse of insurance, the Contractor shall be terminated for the remaining term of the contract. The adequacy of the insurance shall be subject to the approval of the City.

### **3.10 QUALIFICATION REQUIREMENTS**

Each responsible Proposer shall respond to the proposal requirements as presented in Section 4 - Submittal Requirements of this RFP. Proposals received without the required information may be rejected as non-responsive.

### **3.11 EXECUTION OF THE PROPOSAL**

If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of the authorized partner.

If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office he/she holds in the corporation.

If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.

The address of the Proposer shall be typed or printed on the Proposer information form.

### **3.12 INFORMAL PROPOSALS**

Proposals that are incomplete, or which are conditioned in any way, or which contain erasures or alterations may be rejected as informal.

### **3.13 WITHDRAWAL OF PROPOSAL**

At any time prior to the hour and date set for the receipt of proposals, a Proposer may withdraw his or her proposal. Withdrawal will not preclude the submission of another proposal prior to the hour and date set for the opening of the proposal.

### **3.14 CONTRACT FOR TOWING SERVICES**

Upon award of a contract, the successful Proposer(s) will be required to enter into a non-exclusive Towing Services Contract (**see SAMPLE CONTRACT - Appendix B**) with the City. It is anticipated that the Towing Services Contract(s) will include supporting documents. Supporting documents will include the RFP, the Contract, the Proposer's written proposal and any other documents incorporated by reference therein.

### **3.15 CONTRACT CITY CONTACT**

Chief Richard Stokoe is the contact for the towing services contract with regard to questions and/or clarifications. He may be contacted at 541-481-6071 or by email [RStokoe@cityofboardman.com](mailto:RStokoe@cityofboardman.com).

### **3.16 ADDENDA**

In the event that it becomes necessary to revise any part of this Request for Proposal, addenda will be provided to all Prospective Proposers who received the original Request

for Proposal document. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued not later than three (3) City business days prior to the RFP closing date. Addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly signed addenda will be considered non-responsive and will not be further considered for contract award.

**3.17 RESPONSE DATE**

In order to be considered for selection, proposals must arrive at the City of Boardman in the manner and on or before the date specified in the RFP solicitation. Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals.

**3.18 ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful Proposer(s) will become contractual obligations if acceptance action ensues. Failure of the successful Proposer(s) to accept these obligations in a Towing Services Contract may result in cancellation of the award.

**3.19 ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer capabilities to satisfy the requirements of the RFP. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of the content.

**3.20 FORFEITURE OF THE CONTRACT**

The contract may be canceled at the election of the City of Boardman for any willful failure or refusal to faithfully perform the contract according to its terms as herein provided.

**3.21 CONTRACT REQUIREMENTS**

The successful Proposer(s) will be required to execute a Towing Services Contract, which will incorporate the proposal and Request for Proposal documents. Contract duration shall begin on the specified date and continue through December 31, 2023. The parties upon written agreement may extend the Contract for four (4) one-year periods. The awarded Towing Services Contract will approximate the "SAMPLE TOWING SERVICES CONTRACT" found in Appendix B.

**3.22 NON-ASSIGNMENT**

If a contract is awarded, it shall not be assigned in part or in total without prior written consent of the City of Boardman. Reasonable requests for assignment of this contract will be granted based in the sole discretion of the City. Individual tows are not assignable.

**3.23 NOTIFICATION OF INTENT TO AWARD CONTRACT**

All respondents to formal RFPs will be notified of the proposal evaluation committee's recommendation and the City's intent to award a contract not less than ten (10) calendar

days prior to award of contract. The notice of intent to award a contract will be directed to the person who has signed the proposal on behalf of the Proposer.

### **3.24 PROTEST PROCESS**

It is anticipated that any Towing Services Contract(s) awarded as a result of this RFP will be awarded on **July 20, 2020**. Any protests of the intent to award this contract must be filed with the City Manager with a copy to the City Attorney in writing at any time prior to award, and shall not be considered if received after an award is made. The administrative review of protests is limited to disputes concerning the City's contractor selection or contract award decision. This policy does not provide an administrative review process for any issues or concerns that could have been raised prior to the close of the solicitation.

To be adversely affected or aggrieved, a protester must meet the criteria set forth in state law and administrative rules. For example, the protester must claim that all higher ranked Proposers were ineligible for selection because their proposals were non-responsive or the Proposers non-responsible. The City of Boardman will not consider a selection protest submitted after a contract has been awarded.

### **3.25 ANTICIPATED SCHEDULE**

Release of RFP:	May 22, 2020
RFP due date:	June 19, 2020, 2:00 p.m.
Evaluation completed:	June 26, 2020
Notice of Intent to Award Issued	July 7, 2020
Contract Award Date:	July 20, 2020

*The City reserves the right to adjust the above listed dates as necessary.*

### **3.26 NONDISCRIMINATION POLICY, GENERAL**

It is the policy of the City of Boardman to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or disability, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation that must be assumed by the Contractor as well.

### **3.27 LAWS OF THE STATE OF OREGON**

By submitting a proposal in response to this RFP, Proposer agrees that:

Any contract awarded as a result of this RFP shall be governed by the laws of the State of Oregon. Exclusive venue for litigation of any action arising under the Contract shall be in the Circuit Court of the State of Oregon for Morrow County. The City of Boardman and vendor expressly waive any and all rights to maintain an action under the Contract in any other venue and expressly consent that, upon



motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate the choice of venue made in this section.

In addition, any contract awarded as a result of this RFP shall include the following:

*"The following laws of the State of Oregon are hereby incorporated by reference into the Contract: ORS 279B.220, 279B.230 and 279B.235".*

### **3.28 NOTICE TO PROCEED**

It is City policy to give the selected Proposer(s) ten (10) working days to execute the Contract and return it to the City. Contractual work may not begin until a notice to proceed has been issued. The City will issue a notice to proceed after execution of the Towing Services Contract by the City. The notice to proceed will state the date work under this contract shall begin.

### **3.29 CONDITIONS FOR RENEWAL**

If the City determines that it is in the City's best interest, the City may elect to extend any contract(s) awarded subject to the following conditions:

- a. Approval by the City and budget approval.
- b. Service has been determined by the City to be satisfactory.
- c. The rate remains firm for the additional year; adjusted only for any escalation/de-escalation allowed under the terms of the contract.
- d. Agreement to extend the contract, in writing, by the Contractor after a minimum 30-day notice by the City prior to the expiration of the contract.

The City expects the Towing Contractor(s) to maintain at least the same ability to provide services throughout the term(s) of the contract(s). The City reserves the right, in its sole discretion, to increase or decrease performance requirements to include, but not limited to, levels of required equipment, response times and other performance standards of the contract, at any time during the initial contract term and thereafter at the time of each contract renewal.

### **3.30 PRICE ESCALATION/DE-ESCALATION**

The contractor(s) under the contract will be allowed to increase or decrease rates charged under the contract, based upon the West Region CPI-U (Consumer price index for western states, published on a monthly basis), after approval by the City, and in no case shall rate increases exceed 5% annually. Requests for rate increases shall only be considered forty-five (45) days prior to annual contract renewal. Rate decreases shall be considered at any time during the contract period.

Application for a rate increase shall be submitted to the City along with documentation substantiating such increase. When the City has been notified a Contractor's proposal to increase rates, the City shall have authority not to renew the contract and to re-solicit for services. All documentation of the basis for a rate escalation is subject to review by the

City, who may demand such further documentation and/or conduct such further investigation as deemed necessary.

### **3.31 CONTRACT TERMINATION**

The City Manager or designee may immediately suspend or terminate Contractor's operations under the contract if a Contractor is alleged to have violated the terms of the contract or any violation of Oregon Administrative Rules 257-050 governing Non-Preference Towing. The Contractor shall be notified in writing of a suspension or termination and the reason thereof. When the proposed suspension or termination is disputed, the Contractor shall request a hearing in writing which must be received by the City Recorder within ten (10) days of mailing date of the proposed suspension or termination notice. Hearing on the proposed suspension or termination shall be conducted before the Hearings Officer or designee within 30 days of the City Recorder's receipt of the request for a hearing. Any action taken by the Hearings Officer with respect to the contract following the hearing shall be final and binding on all parties.

#### Termination without Cause:

Either party may terminate the contract upon thirty (30) calendar days written notice to the other, with or without cause, for any reason whatsoever. Upon the termination of the contract, for any reason or for no reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, except that any termination of the contract shall not relieve an obligation to pay for services already rendered nor shall any such termination relieve either party of its obligations or from any liability arising from any breach of the contract.

#### General Conditions of Termination:

All warranty obligations, indemnity and defense obligations and Contractor's insurance coverage obligations and storage requirements with respect to occurrences happening before termination of the contract, shall survive termination of the contract and such provisions and obligations shall remain in full force and effect as originally specified in the contract.

A proposed or actual suspension or termination of a contract shall not relieve a Contractor from any obligation to safeguard any vehicle in storage.

## **SECTION 4.0 - SUBMITTAL REQUIREMENTS**

### **4.1 General Information**

The Proposer must submit a definitive proposal for the end results that are set forth in this RFP. The proposal must describe how the Proposer will perform the required activities and the necessary resources to perform the activities.

Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's capabilities to satisfy the requirements of the RFP.

Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of the content.

#### **4.2 REQUIRED INFORMATION**

The proposal shall include the following items:

1. Provide the Proposer information and the company organization chart contained in Section 6.
2. Provide a list of all employees that would be providing services under this contract to include those providing management, supervisory and clerical duties. Indicate the position held, the duty performed, the years of experience and any applicable training and/or certification. Provide notarized copies of the Personal and Criminal History Inquiry Authorization and Release signed by the contractor and employees that would be providing services under this contract to the City.
3. Provide four references for which the Contractor is presently providing comparable services. Provide the name and telephone number of the person to contact as a reference.
4. Provide the completed equipment/vehicle list the Contractor is proposing.
5. Provide the completed facility description list for the proposed contracting company. The list shall include the business facility, indoor storage facility, outside storage facility and any other facility used in providing towing services to the City.
6. Provide the proposed rate schedule by completing the form contained in Section 6.
7. Provide any other additional information regarding the Contractor's business that would be applicable and beneficial in the evaluation process.

#### **SECTION 5.0 - SELECTION PROCESS AND EVALUATION CRITERIA**

- 5.1 A selection committee will be used for the purposes of evaluating all proposals received by the time and date set for receipt of proposals. The selection committee shall be comprised of three law enforcement individuals and two public members not employed by the City. The City reserves the right to conduct selected interviews if, based on the City's sole determination, they are necessary. Although cost of services is important, the City will not necessarily select the lowest cost proposal for the contract award. The contract will be awarded to the Proposer(s) who, in the opinion of the selection committee, offers the best proposal based on their performance history, meets all requirements of the specifications and is in the best interest of the City.

Neither the City, nor its agents, shall be responsible for any cost incurred by any Proposer as a result of preparing a proposal or presentation in response to this RFP process.

The staff's recommendation to the City Council to award a contract will be based on all materials provided by the Proposer in their response to the Request for Proposal for towing services.

It is the City's preference to contract for towing services with qualified towing companies organized as single legal business entity and not multiple entities with the same or similar owners, managers, partnership, and/or corporate ownership.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research. The City reserves the right to conduct a background check including criminal history and driving record, on contractor's officers, agents, and employees who provide services prior to execution of contracts. The Personal and Criminal History Inquiry Authorization and Release form is provided in Appendix C for informational purposes. The City reserves the right to request the replacement of employees based on the information gathered in its search.

The City will use the following criteria to assist in evaluating proposals:

- 5.1.1** Organization structure, staffing provided to perform services and background check (25 points)
- 5.1.2** Facilities and equipment/vehicles provided to perform services (25 points)
- 5.1.3** References, responsiveness and performance history for comparable services in the past five years (25 points)

In determining the most responsive Proposer, the City reserves the right to take into consideration any or all information supplied by the Proposer in his or her proposal and the City's investigation into the experience of the Proposer to include any experiences in providing services to the City.

- 5.1.4** Proposed Rate Schedule (25 points)

[RFP Continues on Following Page]

**SECTION 6.0 - PROPOSED RATE SCHEDULE, PROPOSAL AND FORMS:**

Each item must contain a rate or otherwise indicated as "Not Charged." The proposed rates for services and all vehicles served under this Request for Proposal and any subsequent contract are:

- |     |  |                                 |
|-----|--|---------------------------------|
| 1.  | Class A Towing Service   | \$_____per tow                  |
| 2.  | Class B Towing Service   | \$_____per tow                  |
| 3.  | Class C Towing Service   | \$_____per tow                  |
| 4.  | Outside Storage Charges (24-hour period)   | \$_____per day                  |
| 5.  | Inside Storage Charges (24-hour period)  | \$_____per day                  |
| 6.  | Access to vehicle after first 15 days  | \$_____per access               |
| 7.  | Recovery   | \$_____per hour                 |
| 8.  | After business hours release or access   | \$_____per access               |
| 9.  | Dolly  | INCLUDED in Towing Service Rate |
| 10. | Mileage between scene within Urban Growth Boundary and tow facility                        | INCLUDED in Towing Service Rate |
| 11. | Mileage between scene outside Urban Growth Boundary and tow facility                       | \$_____per mile                 |
| 12. | Mileage between scene and location, other than tow facility, within Urban Growth Boundary  | \$_____per mile                 |
| 13. | Mileage between scene and location, other than tow facility, outside Urban Growth Boundary | \$_____per mile                 |
| 14. | Standby time (define and explain when applicable)  | \$_____per hour                 |
| 15. | Removal of drive line  | \$_____per tow                  |
| 16. | Additional Driver Charge   | \$_____per tow                  |
| 17. | Flares   | INCLUDED in Towing Service Rate |
| 18. | Dispatch Fee (if applicable)   | INCLUDED in Towing Service Rate |

**LIST ANY OTHER CHARGES OR FEES ON A SUPPLEMENTAL PAGE**

**CITY OF BOARDMAN, OREGON  
BOARDMAN POLICE DEPARTMENT**

**REQUEST FOR PROPOSAL  
TOWING SERVICES**

THE UNDERSIGNED, hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the City; and that the Proposal is made without any collusion with any person making another proposal on this Contract.

The Proposer further declares that they have carefully examined the contract documents; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents; and that this Proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this Proposal.

The Proposer further agrees that they have exercised their own judgment regarding the interpretation of the services required and has utilized all data which they believe pertinent from the City Manager, City and other sources in arriving at their conclusions.

The Proposer agrees that all of the applicable provisions of Oregon Law relating to public contracts are, by this reference, incorporated in and made a part of this Proposal.

The Proposer further agrees that if the Proposal is accepted, they will, within ten (10) business days after notification of acceptance, execute the Contract with the City; and will, at the time of execution of the Contract, deliver to the City the insurance certificates required herein; and will, to the extent of their Proposal, furnish all machinery, tools, apparatus and other means of equipment to do the work and furnish all materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the City.

The Proposer agrees to commence work according to the time schedule specially set forth in the Contract Documents.

The Proposer further agrees to do no work on the project until on or after the date of issuance of a notice to proceed.

It is agreed that if the Proposer is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified insurance requirements within ten (10) business days after receipt of notification of acceptance of their Proposal, then, in that event,

the City of Boardman may rescind award of the contract to that Proposer and shall have the right to award the contract to another. In the event that the City rescinds the award of the contract and chooses to enter into a new contract with a different contractor, the City shall retain all rights of recourse to the original contractor for the difference between the rates, as stated including any additional managerial and administrative services. The Proposer's name may also be removed from the City's qualified Proposers list.

The Proposer shall submit the proposed rate schedule as required within the RFP document. This Proposal shall be effective for a period of sixty (60) days from the RFP closing date with rates held firm for the initial contract period.

**THE UNDERSIGNED PROPOSER agrees to furnish all equipment, labor and materials necessary to complete the services as specified herein and further attests that they have carefully considered any addenda in the preparation of this response.**

**Signature of Authorized Representative of Proposer's Firm:**

Name, Print: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Position Title: \_\_\_\_\_

**Proposer's Firm Name and Address:**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

FAX: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

State of Incorporation:  
(If applicable) \_\_\_\_\_

## COMPANY ORGANIZATIONAL CHART

Complete all details regarding your company organization by entering the names of the individuals in the appropriate spaces. Provide additional pages if necessary.

### Corporation:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Other Officers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

### Partnership:

Partners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Other Officers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*

### Sole Proprietor:

Owner: \_\_\_\_\_

Other Officers: \_\_\_\_\_

\_\_\_\_\_



\*\*\*\*\*

Other Company Type:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## **APPENDIX B SAMPLE CONTRACT**

### **CONTRACT**

THIS CONTRACT, made and entered into, in duplicate, by and between the CITY OF BOARDMAN, OREGON, hereinafter called "CITY," and: \_\_\_\_\_  
(Contractor's Name) hereinafter called "CONTRACTOR" for the project entitled:

### **TOWING SERVICES**

It is Agreed:

THAT the said Contractor, in consideration of the sums to be paid by the City in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary things in accordance with the applicable plans and the special provisions bound herewith, and in accordance with such alterations or modifications of the same as may be made by the City and according to and within the meaning and purpose of this contract. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the contractor.

THAT the contract documents, consisting of Request for Proposal and Proposal, bound herewith are hereby specifically referred to and by this reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully written or inserted herein.

THAT the Contractor shall faithfully complete and perform all of the obligations of this contract, and in particular shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the City, its agents or employees. It is expressly understood that this contract in all things shall be governed by the laws of the State of Oregon, and the Charter and Ordinances of the City of Boardman.

THAT in consideration of the faithful performance of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the work as set forth in the contract documents, and in accordance with the directions of the City of Boardman and to their satisfaction, the City agrees to pay to the said contractor the amount due from the City, as determined from the actual work performed and the rate and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the contract and to make such payments in the manner and at the times provided.

THAT the liability insurance required by this contract shall apply as primary coverage for each additional named insured.

THAT the following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.225, 279B.230 and 279B.235.

IN WITNESS WHEREOF, the City of Boardman, and the said Contractor have caused this agreement to be signed on the dates below.

**CITY OF BOARDMAN, OREGON**

By: \_\_\_\_\_  
Karen R. Pettigrew, City Manager

Date: \_\_\_\_\_

**CONTRACTOR**

By: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

**APPENDIX C**  
**AUTHORIZATION TO CONDUCT INVESTIGATION**  
**AND RELEASE OF INFORMATION**

I authorize the Boardman Police Department to conduct a background check to determine my fitness to serve the public and the City of Boardman in the performance of towing services. I will be providing services to the City should a contract for towing services be awarded. This authorization includes information of a privileged nature concerning criminal history, driving records, employment and business practices, reputation, financial status and complaint history.

I authorize this information to be released only to those responsible for making a recommendation to award a towing services contract to the City Council.

I hereby release the City of Boardman, the Boardman Police Department and its officers, agents and elected officials from any and all liability or damage that may result from the background check and/or furnishing the information requested. I hereby release the City of Boardman, the Boardman Police Department and its officers, agents and elected officials from any and all claims should I be disqualified from providing services to the City based on information of an adverse nature.

\_\_\_\_\_  
Signature of Contractor/Employee

\_\_\_\_\_  
Name of Towing Business

\_\_\_\_\_  
Printed Full Name of Contractor/Employee

\_\_\_\_\_  
Date of Birth

STATE OF OREGON            )  
  ) ss.  
County of Morrow         )

SUBSCRIBED AND SWORN to and before me on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires:\_\_\_\_\_