



TEHAMA COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

633 Washington St. Room 36
Red Bluff, CA 96080
530-527-8020 Telephone
530-527-6617 Fax

Tia Branton
Director of Environmental Health

REQUEST FOR PROPOSAL

TEHAMA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH ABANDONED VEHICLE TOWING AND DISPOSAL SERVICES

NOTICE IS HEREBY GIVEN THAT THE COUNTY OF TEHAMA, State of California, requests sealed Proposals from qualified tow operators for the removal of abandoned vehicles and parts thereof in various states of condition within County of Tehama.

Proposal Packets are available for review online at <https://www.tehama.gov/government/bidding-opportunities/> or at the Department of Environmental Health, 633 Washington St., Room 36, Red Bluff, CA 96080.

Fully completed and signed Proposals, subject to the terms and conditions set forth herein, will be received between the hours of 8 a.m.-12 Noon, 1:00 p.m. – 5:00 p.m. at the Tehama County Environmental Health Department, 633 Washington St. Room 36, Red Bluff, CA 96080 until **5:00 PM on February 28, 2025**, at which time they will be opened. Any Proposal received after this time and date shall not be considered.

For further information contact: Tehama County Environmental Health Department (530) 527-8020.

If any proposer feels that the specifications are written in a way to exclude any vendor from participating in this Proposal, they are urged to contact the Tehama County Environmental Health Department.

Evaluation Criteria

Evaluation Criteria will consist of the following:

1. 0 to 40 Points- Qualifications and towing experience and training of staff to be assigned to tow services. Towing volume and storage capabilities.
2. 0 to 20 Points- Prior towing experience in projects of similar size and scope.
3. 0 to 15 Points- Towing Operator's understanding of the work to be performed.
4. 0 to 25 Points- Fee Estimate.

Please keep in mind that cost, while an important factor, will not be the sole determining factor. Unusually low fee proposals that are obviously out of line with other proposals or are significantly lower than our current fees will raise concern. The lowest fee proposed for services to be rendered will not automatically be awarded preferential consideration.

The **Tehama County Environmental Health** reserves the right to reject any or all Proposals or waive any defect or irregularity in this request for Proposal.

By: Tia Branton, Director
Environmental Health Department

EXHIBIT A

SERVICES TO BE PROVIDED

SCOPE OF WORK:

On an as needed basis, Contractor shall perform the necessary services to remove, store and dispose of abandoned, wrecked, dismantled or inoperative vehicles and parts thereof (collectively referred to as "Vehicles") from private or public property within Tehama County, which have been declared a public nuisance or hazard in accordance with California law and local statutory law.

The primary objective of this RFP is selection of a contractor to perform such vehicle abatement services for the County of Tehama within both the incorporated cities of Red Bluff, Corning, and/or Tehama and the unincorporated area of the County for a period of up to **three years with up to three one-year extensions**.

The Operator shall ensure that the tow truck drivers responding to calls initiated by Tehama County are qualified and competent employees of the Operator's Company. The Operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and/or recovery of the various types of vehicles. Drivers shall perform all towing and recovery operations in the safest and most expedient manner possible. Tow truck drivers shall be at least 18 years of age and shall possess the proper class license and endorsement for the towed and towing vehicles.

Contractor shall only abate said Vehicles after receipt of the County's Written Tow Authorization. The County's Written Tow Authorization is a written authorization issued to Contractor by the Tehama County Code Enforcement Office ("Authorizing Agency"). Contractor shall abate said Vehicles as required by the Authorizing Agency between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. If, however, the Authorizing Agency determines that a Vehicle presents a hazard, Contractor shall immediately abate said Vehicle upon request and receipt of the County's Written Tow Authorization.

Contractor shall demonstrate the capability of handling upwards of 60 vehicles for the County per month and storage capacity to hold those vehicles for up to 30 days

Contractor shall immediately clean up any parts which become dislodged from any Vehicles being abated pursuant to this Agreement. Contractor shall store all Vehicles in a secure storage yard.

In addition to the towing requirements, Contractor may be called upon to remove trash and waste material by trailer and transport to landfill.

Contractor may request a Written Authorization Disposal Form ("DMV Form 180" and "DMV Form 462") from the Authorizing Agency pursuant to California Vehicle Code section 22851.3. Contractor is responsible for and shall store and keep safe said Vehicles in a lawful, secure vehicle storage yard approved by the County. Contractor shall store said Vehicles until the disposal date authorized on the DMV Form 462, or until completion of a lien sale pursuant to Vehicle Code Section 22851. Disposal of said Vehicles shall only be conducted by a licensed dismantler or scrap iron processor. Contractor shall not otherwise sell Vehicles to the public. Contractor shall process disposal authorization forms according to California Vehicle Code and Department of Motor Vehicle requirements.

Contractor shall have the right to all salvage materials and to any and all funds received from the sale of said salvage materials which are derived from abatements performed in accordance with this Agreement.

Pursuant to California Vehicle Code Section 22661, however, the Vehicles shall not be reconstructed or made operable.

Contractor shall perform all services in a safe and workmanlike manner. Contractor shall comply with all applicable statutes, ordinances, and regulations, including, but not limited to, those governing licensed vehicle dealers, dismantlers, and junkyards.

While involved in Tehama County Vehicle Abatement Services the tow operator and/or employees shall refrain from any acts of misconduct including, but not limited to, any of the following:

1. Rude or discourteous behavior.
2. Lack of service, selective service, or refusal to provide service which the operator is/should be capable of performing.
3. Any act of sexual harassment or sexual impropriety.
4. Unsafe driving practices.
5. Exhibiting any objective symptoms of alcohol and/or drug use.

TERMS AND CONDITIONS:

1. **Rejection of Proposals for Cause:** Tehama County may reject any or all proposals received in response to this RFP if it is determined that the proposer is not responsive or if the public interest would be served by such a rejection.
2. **County's Rights:** The County reserves the right to reject any or all proposals, to waive informalities and minor irregularities in the proposals received, to negotiate individually with finalists, and to accept other than the lowest proposal.
3. **Ownership of Proposals:** All proposals shall become property of Tehama County and will not be returned.
4. **Proposals as Public Records:** All proposals received in response to this RFP may become public records under the laws of the State of California and the Public may be given access to them after the formal selection process has been completed.
5. **Proposals as Part of a Services Agreement:** The contents of the proposal submitted by the successful firm and accepted by the County will become part of the successful proposer's contractual obligations and will be included in the services agreement with Tehama County. The successful firm shall be required to execute an agreement on the County's approved form. An example of this agreement form is included with this RFP.
6. **Insurance:** As set forth in the Standard Form of Agreement, the selected independent auditor will be required to provide the County a certificate of insurance as evidence of insurance protection as set forth in Exhibit "C."
7. **Conflict of Interest:** Proposers warrant and covenant that no official or employee of Tehama County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the contract for this project.
8. **Status of the Successful Proposer:** The successful proposer will have the status of an independent contractor and will not be either an officer or an employee of Tehama County.
9. **Non-Discrimination:** Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

EXHIBIT B

TOW TRUCK REQUIREMENTS:

Contractor shall equip and maintain any tow truck used in the performance of the Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices.

1. As minimum equipment requirements, Contractor shall possess and maintain the following:
(1) Class A Tow Truck; (2) Class B Car Carrier; (3) Class C Heavy Duty Tow Truck or Carrier.
2. Contractor shall maintain each truck with auxiliary equipment required to perform the duties

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

INSURANCE:

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Professional Liability (contractor/professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims-made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims-made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to and approved by the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII, unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage; and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT D

PAYMENT FOR SERVICES

A. COUNTY'S WRITTEN TOW AUTHORIZATION:

County shall not compensate Contractor for any Vehicle Abatement unless Contractor has been issued a County's Written Tow Authorization by the Tehama County Code Enforcement Office.

B. DEFINITIONS:

1. **Standard Vehicles:** Standard Vehicles are those vehicles which may be lawfully towed by a Class A tow truck.
2. **Difficult Tow Vehicles:** Difficult Tow Vehicles are those vehicles that lawfully cannot be towed by a Class A tow truck, or which otherwise require special handling, including, but not limited to, the following vehicles:
 - a. Pickup trucks with campers
 - b. Travel trailers, fifth-wheel trailers, and motor homes.
 - c. Buses and bus conversions.
 - d. Commercial trucks, semi-trucks, dump trucks and moving vans.
3. **Vehicle Parts:** Vehicle Parts that can be loaded by hand and over-sized parts (motors/transmissions) that cannot be loaded by hand and are not part of the towed vehicle also qualify for removal under the AVA Program.
4. **Boat Trailers:** Boat trailers qualify under the AVA Program, however Boats by themselves do not qualify. AVA funds will only pay for the abatement of the boat trailer, not the board. Contractor may or may not approve to remove a boat on a trailer, however the boat does not qualify for reimbursement under this program.
5. **Disposal of Trash & Waste Materials:** Contractor shall be responsible for the lawful disposal of any trash or waste materials contained within the Vehicles prior to final disposition of the vehicle at no additional charge to the County. Should Contractor discover hazardous materials within the vehicle, Contractor shall call "911".
6. **Physical Tow Locations.** Contractor shall remove abandoned vehicles from all types of properties and roadways, both improved and unimproved throughout the County and Cities. Property access and roadway widths will vary. Contractor's equipment shall be able to negotiate all types of properties and roadways regardless of improvements. Should Contractor determine a vehicle to be non-accessible for removal, Contractor shall immediately notify County in writing (fax or email), at which time the County will determine whether the vehicle is still eligible for removal under the Abandoned Vehicle Abatement Program.

C. INVOICING & RECORDKEEPING:

Contractor shall demonstrate good recordkeeping practices. County shall be entitled to audit Contractor's books and records. Such books and records shall be retained by Contractor for a period of two years from the date of the final payment or until a County audit is completed.

1. **Invoices for Payment** shall be submitted to the Tehama County Code Enforcement Office by the fifteenth of each month. The invoice shall list all Vehicles towed in the previous calendar month. For each Vehicle, the invoice shall include the following information:

- a. Tow Date
- b. Copy of the Written Tow Authorization.
- c. Copy of the Tow Slip which **shall include the County Tow Authorization Case #**; make of the Vehicle, License Plate Number (or the last four numbers of the VIN); the location/address of the pickup point, owner signature and the location of the storage or disposal point; and
- d. Type of Tow (Standard or Difficult)
- e. Copy of Form 180 or Form 462

Invoices shall be delivered by mail or personal delivery. Invoices shall be deemed received at the time of actual delivery. Invoices sent by mail shall be addressed as follows:

**Tehama County Code Enforcement Office
Attn: Abandoned Vehicle Abatement Program
Tia Branton, Director of Environmental Health
633 Washington Street, Room 36
Red Bluff, CA 96080**

2. **Payment Procedures:** Within thirty (30) days after the receipt of Contractor's complete invoice, the County shall compensate Contractor for services properly performed.

PROPOSAL SHEET

1. Proposals must be quoted as a flat rate per vehicle classification to be removed to the wrecking/Dismantle yard.
2. Contractor must be capable of providing proof of liability insurance in the amount of \$1,000,000.
3. Contractor shall provide service on an "as requested" basis. County shall provide a minimum of four-hour notice and Contractor shall respond within twenty-four-hour of receiving service request. Exceptions may be granted by County personnel due to holidays and weekends, and extenuating circumstances.
4. The County intends to award the contract (see sample attached) on the basis of the lowest total cost. Please keep in mind that cost, while an important factor, will not be the sole determining factor. The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the Director of Environmental Health in their sole discretion and may be awarded to other than the lowest proposer. The County reserves the right to award Proposal to one contractor or multiple contractors, in the County's sole discretion.
5. Contractor shall submit claims monthly. There is no guarantee as to an annual contract dollar amount.
6. Up to a three-year agreement with up to three one-year extensions is contemplated for vehicle abatement services. The agreement shall be subject to the satisfactory negotiation of terms, approval of the County and the annual availability of an appropriation.

Having carefully examined the Request for Proposal documents including, but not limited to the Services to be provided, and being familiar with all applicable laws and ordinances, Vendor proposes to furnish all equipment and labor required for vehicle abatement services as set forth herein for the following amounts:

Each Vendor, by submitting a Proposal, certifies that it is not a party to any collusive action to fix prices.

A. COMPENSATION:

1. Vehicles requiring a Class "A" Tow \$ _____
Vehicles requiring a Class "B" Tow \$ _____
Vehicles requiring a Class "C" Tow \$ _____

2. Motor Homes \$ _____

3. Pickup with Cab over Camper \$ _____
(Cab over Camper must be on vehicle to qualify for program.)

4. Travel Trailers, fifth wheel trailers \$ _____ (17-24 feet in length)
Travel Trailers, fifth wheel trailers \$ _____ (25-30 feet in length)
Travel Trailers, fifth wheel trailers \$ _____ (30-45 feet in length)
Travel Trailers, fifth wheel trailers \$ _____ (over 46 feet in length)

5. Boats and Boat Trailers \$ _____
(To qualify for program the Boats must be on trailer – no compensation will be given for the disposal of the Boat.)

6. Vehicle Parts that can be loaded by hand \$ _____
Vehicle Parts – Oversized (motors/transmissions) \$ _____

These amounts will be in effect for a minimum 12-month period. If the vendor desires to include price increases at any time during the three-year agreement term, those increases must be included in the proposal.

Contractor declares that all representations made herein are true and correct, under penalty of perjury.

Firm Name: _____

Address: _____

Telephone No.: _____

License Type/No.: _____

License Expiration Date: _____

Signature of Contractor

Title: _____

Date of Proposal: _____

Tow Equipment Available: _____

Location of Storage Yard: _____