



REQUEST FOR PROPOSALS

Finance Department

10000 N. El Mirage Rd.
El Mirage, AZ 85335

VEHICLE TOWING SERVICE
PD21-VTS01

Phone: (623) 876-2953
Fax: (623) 972-8110

City of El Mirage Request for Proposals

Solicitation Number: **PD21-VTS01**

Solicitation Description: **VEHICLE TOWING SERVICE**

Release Date: **August 16, 2021**

Advertisement Date: **August 16th, 17th, 23rd, & 24th, 2021**

Prospective Offeror's Conference: **N/A** **N/A**

Location: **N/A** **N/A**

Final Date for Inquires: **September 20, 2021** **1:00 p.m., Arizona time**

Proposals Due Date: **September 27, 2021** **1:30 p.m., Arizona time**

Location: *10000 N. El Mirage Rd.
El Mirage, AZ 85335* *City Hall
Administration Building.*

Download Request for Proposals from the City Website at

www.cityofelmirage.org



City of El Mirage, Arizona



Notice of Request for Proposals

Request for Proposals No: **PD21-VTS01** Due Date: **September 27, 2021**

Materials and/or Services: **Vehicle Towing Service** Time: **1:30 p.m.**

Proposal Location: **City of El Mirage, City Hall, Admin Building** Contact: **Valerie Ojeda**
10000 N. El Mirage Rd., El Mirage, AZ 85335 Phone: **(623) 876-2953**

In accordance with City of El Mirage Procurement Code sealed proposals for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time specified above. Proposals received by the correct date and time shall be considered. Proposals shall be in the actual possession of the City of El Mirage Administration on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. *Proposals shall be electronically submitted via email. Please identify the project in the subject line of the email.* Proposers are strongly encouraged to carefully read the *entire* Request for Proposals Package.

OFFER

To the City of El Mirage:

The undersigned hereby offers and agrees to furnish materials and or services in compliance with all terms, conditions, specifications and amendments in the Notice of Request for Proposals except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of El Mirage Standard Terms and Conditions.

Arizona Transaction (Sales) Privilege Tax License Number: 2041252413

For clarification of this offer contact:
Name: JAMES G FARLEY

Federal Employer Identification Number: 205789397

Telephone: 623-850-6125

Company Name: GoGo's R/S INC

Authorized Signature for Offer: [Signature]

Address: 8425 N 125 AVE

Printed Name: JAMES G FARLEY

City: El Mirage State: AZ Zip Code: 85335

Title: OWNER

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of El Mirage Use Only)

Your proposal is hereby accepted. The Contractor is now bound to sell the materials and or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed *Service Contract* and *Purchase Order*.

Attested by:

Sharon Antes, City Clerk

City of El Mirage, Arizona Eff. Date: _____

Approved as to form:

Justin Pierce, City Attorney

Awarded on _____

J. Crystal Dyches, City Manager

City Seal



City of El Mirage, Arizona

Notice of Request for Proposals



Request for Proposals No: **PD21-VTS01** Due Date: **September 27, 2021**

Materials and/or Services: **Vehicle Towing Service** Time: 1:30 p.m.

Proposal Location: City of El Mirage, City Hall, Admin Building Contact: Valerie Ojeda
10000 N. El Mirage Rd., El Mirage, AZ 85335 Phone: (623) 876-2953

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Arizona Transaction (Sales) Privilege
Tax License Number: _____

For clarification of this offer contact:
Name: _____

Federal Employer Identification
Number: _____

Telephone: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

City State Zip Code

Title

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STANDARD TERMS AND CONDITIONS PD21-VTS01

Finance Department

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PREPARATION OF PROPOSALS:

In accordance with City of El Mirage Procurement Code sealed proposals for the material or services specified will be received by the City of El Mirage Purchasing Administrator at the specified location until the date and time specified. Proposals must be in the actual possession of the City of El Mirage on or prior to the Proposal Due Date and Time. Late proposals will not be considered, except as provided in the City of El Mirage Procurement Code. ***Proposals shall be electronically submitted via email. Please identify the project in the subject line of the email.*** Offerors are strongly encouraged to carefully read the *entire* Request for Proposals Package.

Information regarding the submittal requirements of this RFP may be obtained at the City Hall located at 10000 N. El Mirage Rd., El Mirage, AZ 85335. Contact Valerie Ojeda regarding the documents at (623) 876-2953 or vojeda@elmirageaz.gov. The entire information package may be downloaded from the City of El Mirage website: <http://www.elmirageaz.gov>

Any changes to this Request for Proposals will be in the form of a **published amendment**. All technical questions regarding this RFP must be clearly marked "**questions**" and email to:

City of El Mirage
Valerie Ojeda, Purchasing Administrator
10000 N. El Mirage Rd., El Mirage, AZ 85335
Email: vojeda@elmirageaz.gov

Offeror assumes the burden of proper and timely delivery. Submittals are to be submitted via email:

**REQUEST FOR PROPOSALS NO: PD21-VTS01
VEHICLE TOWING SERVICES
DUE DATE AND TIME: September 27, 2021, 1:30 p.m. (Arizona Time)**

No submittals will be accepted after the date and time indicated.

1. All proposals shall be submitted on the forms provided in this *Request for Proposals* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered. Please return the following **required documents**:
 - **Notice of Request for Proposals Offer, page (2) – Completed & Signed**
 - **References, page (34)**
 - **Equipment List, page (35)**
 - **Storage Facility, page (36)**
 - **Personnel List, page (37)**
 - **Alternative Award Acceptance, page (38) – (Optional)**
 - **If applicable – All amendments must be signed and dated.**
2. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the Offer.
3. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
4. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposals due date and time.
5. Periods of time, stated as a number of days, shall be calendar days.
6. Proposal due date and time is stated as local Arizona time.
7. It is the responsibility of all Offerors to examine the entire *Request for Proposals* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after proposal due date and time.



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- 1. INQUIRIES:** Any question related to the *Request for Proposals* shall be directed to the name appearing as the contact on the *Request for Proposals*. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted via email. The contact shall require any and all questions be submitted in writing. Any correspondence related to a *Request for Proposals* should refer to the appropriate *Request for Proposals* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Proposals* due date and time.
- 2. PROSPECTIVE OFFERORS CONFERENCE:** A Prospective offeror Conference shall not be held.
- 3. LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of El Mirage Procurement Code. A vendor submitting a late proposal shall be so notified.
- 4. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified due date and time, an Offeror (or designated representative) may withdraw the proposal.
- 5. AMENDMENT OF PROPOSAL:** Receipt of a Proposal Amendment shall be acknowledged by signing and returning the document with the offer at the specified proposals due date and time.
- 6. VENDOR REGISTRATION AND W9:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and W9 and submit it to the City of El Mirage Finance Department.
- 7. AWARD OF CONTRACT:**
 - a) The contract shall be awarded based on the Offerors proposal responses to the weighted evaluation criteria detailed in this *Request for Proposals*.
 - b) Notwithstanding any other provision of this *Request for Proposals*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all proposals, or portions thereof, or
 - iii. Reissue a *Request for Proposals*.
 - c) A response to a *Request for Proposals* is an offer to contract with the City based upon the terms, conditions and scope of work contained in the City's *Request for Proposals* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by **City Council** and executed by the **Mayor**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request for Proposals*; unless modified by an Amendment.
- 8. PROTEST OF AWARD:** The offeror may protest the awarding of a solicitation in writing in accordance with the City of El Mirage Purchasing Code §30.32.

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

- 1. CERTIFICATION:** By signature in the Offer section, of the Offer and Contract Award page, the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with



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the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor Contractor may be suspended or debarred pursuant to City Code Section 30.32.

2. **BRIBES AND KICK-BACKS:** The Contractor shall not by any means:
- a. Induce any person or entity employed in the construction of the project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of project goods and materials; or,
 - d. Without the express written permission of the owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the Contractor has a direct or indirect proprietary or other pecuniary interest.

3. **APPLICABLE LAW:** In the performance of this contract, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of El Mirage including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

This contract shall be governed by the City. In the event of a breach or default by either party of its obligations under this contract, City and Contractor shall have all remedies afforded each by law or in equity under federal law or the State of Arizona, except as otherwise provided in this contract. This contract shall be governed by the laws of the State of Arizona. Any lawsuit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract

4. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the *Request for Proposals*, including instructions, all terms and conditions, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Offeror in response to the *Request for Proposals*. In the event of a conflict in language between the *Request for Proposals* and the offer, the provisions and requirements in the *Request for Proposals* shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the *Request for Proposals* or the offer. The *Request for Proposals* shall govern in all other matters not affected by the written contract.
5. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
6. **CONTRACT APPLICABILITY:** The offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this solicitation. All previous agreements, contracts, or other documents, which have been executed between the offeror and the City, are not applicable to this solicitation or any resultant contract.
7. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.



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- 8. SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 9. RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 10. INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
- 11. ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any duty of Contractor shall be made without prior written permission of the City.
- 12. SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
- 13. RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the contract.
- 14. INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 15. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the contract.



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16. FORCE MAJEURE: Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; pandemics; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

17. RIGHT TO ASSURANCE: Whenever one party to the contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

18. RIGHT TO AUDIT RECORDS: The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

19. WARRANTIES: Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

20. INSPECTION: All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:

- a. Waive the non-conformance.
- b. Stop the work immediately.
- c. Bring material into compliance.



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This shall be accomplished by a written determination from the City.

21. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
22. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach of the contract as a whole.
23. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the contract as a whole.
24. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
25. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
26. **LICENSES:** Contractor shall have at the time of proposal submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a proposal for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of proposal submittal. The determination shall be made by the City.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
29. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
31. **ADVERTISING:** Contractor shall not advertise or publish information concerning this contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the offer and contract award
33. **FUNDING:** Any contract entered into by the City of El Mirage is subject to funding availability. Fiscal years for the City of El Mirage are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.



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34. PAYMENT: A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

35. MATERIALS, EQUIPMENT, APPARATUS: or other products are specified by manufacturer, brand name, type of catalog number, such designation is to establish standards of desired quality and style and shall be the basis of the proposal. Should the Contractor propose to furnish materials and equipment other than those specified, as permitted by the "or approved equal" clauses he shall submit a written request as an alternate to the base proposal with his proposal for any or all substitutions. Such a request shall be accompanied by complete descriptive literature (manufacturer, brand name, catalog number, etc.) and technical data for all items and shall indicate any addition or deduction to the contract price. Where such substitutions alter the design or space requirements indicated on the plans the Contractor shall include all items of cost for the revised design and construction including cost of all allied trades involved. Acceptance or rejections of the proposed substitutions will be made on the basis of whether or not the scope of work is met, and the CITY's best interests are served as determined by the authorized representative and the CITY.

36. SUBCONTRACTOR'S LIST: No subcontractors shall be permitted for the award of this contract.

37. FEDERAL AND STATE EMPLOYMENT IMMIGRATION LAWS. To the extent applicable under A.R.S. § 41-4401, Contractor warrants its and its subcontractors' compliance with all federal immigration laws and regulations that relate to their compliance with the E-verify requirements under A.R.S. § 23-214(A). Contractor's or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the agreement and may result in the termination of the agreement by the City of El Mirage. The City of El Mirage retains the legal right to randomly inspect the papers and records of Contractor and its subcontractors to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

The Contractor warrants to keep the papers and records open for random inspection during normal business hours by the City of El Mirage. The Contractor shall cooperate with the City of El Mirage's random inspections including granting the City entry rights to Contractor's property to perform the random inspections and waiving its right to keep such papers and records confidential. The failure of Contractor to comply with this warranty regarding the keeping of papers and records and cooperating with the City's random inspections shall constitute a material breach of the agreement and the City shall have the right to immediately terminate the agreement.

39. ISRAEL BOYCOTT: Contractor certifies that it is not currently engaged in and agrees for the duration of this contract that it will not engage in a boycott of Israel as set forth in A.R.S. § 35-393 AND 35-393.01.

40. QUESTIONS, INTERPRETATIONS, OR CORRECTIONS OF PROPOSAL DOCUMENT:

Offeror shall notify the City of any error, omission, or inconsistency that may be discovered during the examination of the *Request for Proposals*. All clarifications, corrections, or changes to the *Request for Proposals* shall be made by addendum only. Proposer shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at the prospective offeror conference. Interpretations, corrections, and changes shall not be binding unless made by addendum. All addenda issued shall become part of the *Request for Proposals* and any agreement documents. It is the offeror's sole responsibility to ascertain that it has received all addenda issued for this *Request for Proposals*. All addenda must be acknowledged and returned on or before the submittal deadline, unless otherwise directed by an addendum.

41. ADDENDA:

Any change to the proposal shall be in the form of a numbered addendum issued by the City. The addendum will be furnished to all who received the *Request for Proposals*. The City will not be responsible for any oral or written instructions made by any employees, officers, contracted consultant or agent of the City in regard to the proposal. The City will not be responsible for proposers adjusting their offer based on oral or written instructions.

42. AMENDMENT OF PROPOSAL:



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El Mirage, AZ 85335

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Receipt of an amendment shall be acknowledged by signing and returning the document with the offer at the specified proposal due date and time.

43. PROPOSAL ERRORS OMISSIONS AND CORRECTIONS:

The City will not be responsible for any errors or omissions made by an offeror.

44. PRICES, NOTATIONS, AND MISTAKES:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent and initialed in ink by the person who signs the proposal. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern. The total amount of the proposal will be the sum of the total prices of all items in the submittal schedule. The total price of the unit price items will be the product of the unit price and the estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail. If the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

45. WITHDRAWAL OF PROPOSAL:

At any time prior to the specified due date and time, an Offeror (or designated representative) may withdraw the proposal.

46. LATE PROPOSALS:

Late proposals will not be considered, except as provided by the City of El Mirage Procurement Code. An Offeror submitting a late proposal shall be so notified.

47. OFFER TABULATION:

A copy of the scoring may be requested from the City Clerk's office via submitting a Public Records Request and referencing the proposal title and number. The information will be available for distribution when the City has completed its evaluation process of the offers received.

48. BRAND NAME REFERENCES AND TECHNICAL SPECIFICATIONS:

Brand names or manufacturer's references shall be construed as a quality or performance level and does not indicate the item cited is mandatory. Technical specifications define the acceptable standard.

49. EXCEPTIONS TO SPECIFICATIONS:

Proposer must provide with the submittal as attachment any and all exceptions to the specifications and or the terms and conditions contained herein. Failure to note exceptions shall be interpreted to convey the Offeror agrees to perform in the manner described and/or specified in this solicitation document. City's acceptance of proposer's offer shall be limited to the terms of this RFP unless expressly agreed in writing by the City.

50. OFFER IDENTIFICATION:

The City is not responsible for the pre-opening of, post-opening of, or the failure to open, an offer not properly addressed or identified.

51. ALTERNATE OFFERS:

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

52. EFFECTIVE PERIOD OF OFFER:



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This offer shall remain in effect for a period of one hundred and twenty (120) calendar days from the proposal due date or the best and final offer date and is irrevocable.

53. RESTRICTIVE OFFER PROVISIONS:

If specifications preclude an otherwise qualified Proposer from submitting an offer, a written request for modification must be received by the buyer at least seven (7) calendar days prior to the proposal due date. All proposers will be notified by a written addendum to the solicitation of any approved changes.

54. CONTRACT AND ORDER OF PRECEDENCE:

The contract between the City and the Contractor shall consist of one (1) the Request for Proposals, including instructions, all terms and conditions, scopes of work, attachments, price sheet(s) and any amendments thereto, and two (2) the offer submitted by the Offeror in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Request for Proposals shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Offer. The Solicitation shall govern in all other matters not affected by the written contract. In the event of a conflict between any of the documents comprising the Solicitation, the Scope of Work and Specifications shall take precedence, followed by the General Terms and Conditions, followed by the Proposal Instructions and Conditions, and followed by the Notice of Request for Proposals.

55. TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate any contract, with or without cause, upon thirty days written notice. The City shall be responsible for the payment for services completed by Contractor prior to the effective date of the termination.

56. CERTIFICATES OF INSURANCE:

The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies possessing a current A.M. Best, Inc. Rating of A- and duly licensed to do business in the State of Arizona with policies and forms satisfactory to the City. All insurance required herein shall be maintained in full force and effect at all times during the term and any extension of this contract; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the City shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City. The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may contain deductibles which shall not exceed twenty-five percent (25%) of the contract price. The Contractor shall be solely responsible for deductible retention and the City, at its option, may require the Contractor to secure the payment of such deductible. No insurance required under this contract may be written on a "claims made" basis.

The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

57. REQUIRED INSURANCE COVERAGE:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products completed operations and blanket contractual coverage including, but not



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limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$300,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage shall be at least as broad as coverage code 1, "any auto". (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and offloading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. In case any work is subcontracted, the Contractor shall require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

58. COOPERATIVE USE OF CONTRACT:

In addition to the City of El Mirage, this agreement may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, school districts, and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.



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REQUEST FOR PROPOSALS

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Finance Department

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**CITY OF EL MIRAGE, ARIZONA
Police Department**

REQUEST FOR PROPOSALS

SCOPE OF WORK

VEHICLE TOWING SERVICE

Request for Proposals PD21-VTS01



REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSAL

Police Department Procurement

12145 NW Grand Avenue
El Mirage, AZ 85335

Phone: (623) 876-2956
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STANDARD TERMS AND CONDITIONS PD16-VTS01

SECTION I - Definitions

The words as used in this contract shall have the following meaning, unless otherwise specified herein:

"City" City of El Mirage authorized representative.

"Citizen Requested Tows" shall mean vehicles towed at the request of the vehicle owner or operator. Vehicle owner or operator has named a preferred towing service provider. Vehicle owner or operator is present at the scene.

"City Boundaries or within City" shall mean the geographical boundaries of the City and shall in all respects be deemed to refer to the geographical area lying within the corporate boundaries of the City of El Mirage such as those boundaries may be changed from the time to time during the term of this Contract.

"Contracted Rates" shall mean the rates established pursuant to the terms of this Contract.

"Contractor" shall mean the contractor and contractor's personnel, which includes all of Contractor's employees, independent contractors, agents and representatives.

"Destination" shall mean the location of the termination of the tow which shall be the Contractor's nearest or destination specified by the vehicle owner or vehicle driver.

"Extraordinary Circumstances" shall be defined as mountainside vehicles, vehicles in lakes, canals, swimming pools, desert areas or fields requiring a four (4) wheel drive tow truck or special equipment. Extraordinary circumstance charges shall be prorated in fifteen (15) minute increments and shall only encompass the time spent on recovery of the vehicle to a towable position. The determination of whether the situation involves extraordinary circumstances shall be made by the EMPD supervisor or designee.

"Flat Tire Service" shall mean only changing the tire of City vehicles if there is a spare tire available in the vehicle and under no circumstances shall the Contractor repair or attempt to repair any tire belonging to the City.

"EMPD Designated Representative" shall mean the El Mirage Police Department's Administration Division Deputy Director or designee.

"EMPD Supervisor" shall mean El Mirage Police Department (EMPD) personnel with the rank of sergeant or above.

"Hold" shall mean any vehicle identified as in accordance with A.R.S. §28-3511 by El Mirage Police Department personnel which means that the vehicle shall not be released without prior written authorization from an EMPD Vehicle Impound Coordinator or designee.

"Light, Medium, and Heavy-Duty Wreckers" shall have the same meaning as used in DPS Tow Truck Rules and Regulations, Article 3, Tow Truck Specifications, Sections R 13-3-30 I thru R- 13 -3-308.

"No Preference Tows" shall mean vehicles towed at the request of the vehicle owner or operator. Vehicle owner or operator has not named a preferred towing service provider. Fees charged shall be in accordance with the contracted rates.

"Off-Road Recovery" shall mean a charge applied when the towing company must leave the boundaries of the designated City right-of-way to recover a vehicle from a desert area, farm field, ditch, ravine, or body of water. If special circumstances exist within the City right-of-way, a charge may be applied with the approval of the City.

"Police Ordered Tows" shall mean vehicles towed at the request of the El Mirage Police Department. Fees charged shall be in accordance with the contracted rates.

"Primary Officer" shall mean the El Mirage Police Officer with the primary decision-making authority present on site.



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SECTION II – Project Description

The City of El Mirage, Arizona (hereinafter "City") seeks proposals from qualified service firms to establish towing, removal, and storage service contract(s), which will provide emergency and non-emergency services as described in this Scope of Work. The City will award one (1) firm and two (2) alternates based on the weighted evaluation criteria set forth in this document. It is the intent of the City of El Mirage to establish a City initiated towing, storage services, abandoned and confiscated vehicle towing for one (1) category of use - Police Towing. The term of the contract is for three (3) years. By mutual written contract amendment, any resultant contract may be extended annually for two (2) one (1) year terms up to a maximum of five (5) years unless terminated, cancelled, or extended as otherwise provided herein. Upon the request of the City of El Mirage Police Department, the contracted towing service companies will be responsible for removal of wrecked vehicles from accident scenes; vehicles which constitute a traffic hazard; vehicles that may be evidence of a crime; vehicles impounded as a result of an arrest; and any other vehicle in accordance with A.R.S. §28-3511. All services provided by the contracted towing service companies shall be performed to the highest standards of the towing industry. The City of El Mirage does not guarantee a minimum number of tows, offeror should be aware that the tow service will be used on an "as needed" basis. The conditions of this proposal shall not apply when a tow, made by a towing company, is initiated, specified and requested by the driver or owner of the vehicle. The City of El Mirage has determined that, in the best interests of its citizens, the competition of this Request for Proposal shall be based upon the evaluation criteria of the contractors and not cost; therefore, the City of El Mirage has established fixed pricing for all categories of towing, storage and service. The City of El Mirage has determined that, in the best interests of its citizens, one (1) contractor and two (2) alternates will provide the appropriate level of service. Finns must agree to the pricing schedule set forth in this RFP to be awarded. The City of El Mirage reserves the right to reject, at any time, proposals and/or resulting contract(s), should any proposal information be found fraudulent or omitted.

SECTION III – General Requirements

Contractor shall meet the following minimum requirements to service the City with sufficient, qualified equipment and operators to provide the City tow service

A. Vehicle Towing, Removal and Related

1. The City of El Mirage (the "City") is seeking to secure rotational towing services (as needed) to remove vehicles including, but not limited to, those that fall into any of the following categories:
 - a. Disabled
 - b. Wrecked
 - c. Abandoned
 - d. Stolen
 - e. Unlawfully Parked, traffic hazards
 - f. Junked
 - g. Booted for violations
 - h. Held for evidence, forfeiture, immobilization or impoundment.
 - i. Thirty day impounds, pursuant to A.R.S. §28-3511.
 - j. Towed for safekeeping due to arrest of the driver of for evidentiary purposes.
2. Vehicles shall be towed directly to the Contractor's storage facility or if applicable, the City Fleet lot of the EMPD Impound Storage lots or EMPD Property and Evidence Storage Facility, unless the Contractor is otherwise directed by EMPD Supervisor or designee.
3. If EMPD is not requesting that the vehicle be held for any purpose identified under this Contract, the vehicle at the owner's discretion may be towed to the location directed by the owner of the vehicle or the driver of the vehicle, with the rates charged as provided in the Price Sheet pursuant to the terms of this Contract.
4. City reserves the right to change the rotation type and or schedule at any time at its sole discretion for

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any reason. City will rotate calls between contracted companies but reserves the right to go outside the rotation for the good of the City. In the event there are more than two simultaneous locations, and the contracted companies cannot provide service within **twenty-five (25) minutes** of receipt of request for service calls that require light and/or medium duty or **fifty (50) minutes** of receipt of request for service calls that require heavy duty wreckers the City can call any other tow company at its sole discretion.

5. All City owned vehicles with Allison automatic transmissions must have the drive shafts detached prior to being towed to the City's Fleet Services Facility. Damaged driveline and related items will be disclosed to Fleet Services at time of vehicle delivery, to determine whether damage occurred.
6. Contractor shall perform all towing services in accordance with automotive manufacturer's specification to avoid potential damage. Contractor will be liable for any damages sustained during hook- up and/or transporting of vehicles caused by improper towing techniques.
7. Any towing service requested by the City or the customer to a location other than the Contractor's storage facility, but within the City limits, shall be towed at the rate set forth on the attached Price Sheet to the Contract and provided in writing to the owner or driver at the site.
8. Any towing service requested by the customer to a location outside the El Mirage city limits (other than the Contractor's storage facility) shall be towed at the contract rate to the city limit. Beyond that point, the Contractor shall provide the service at a fixed rate per mile.
9. A citizen whose vehicle is disabled or who has been arrested has the options of using the Contractor's Services or the services of any other towing operator or any other form of tow service, unless otherwise directed by EMPD for purposes identified under this Contract.
10. The City does not guarantee that a minimum number of tows will occur or that they will occur in any ration when comparing one time of day versus another.
11. The Contractor should be aware that the towing services will be used on an "as needed" basis. The only assurance the City makes is that if a citizen does not request a specific towing service, the next Contractor in the rotation on the Rotation List will be called by the El Mirage Police Department.
12. Based upon statistics from other municipalities, it is estimated that the majority of towing service calls will be made for vehicles less than 10,000 pounds Gross Vehicle Weight.

B. Informational Handout

1. Contractor shall create an informational handout to be given to owners or drivers of towed vehicles on site and preapproved by the City. The handout shall contain *the* following information:
 - a. Specific contract towing and storage rates,
 - b. Storage rates, gate fees and all other charges,
 - c. Business hours,
 - d. Telephone number for business hours and after hours,
 - e. Release procedures,
 - f. Proof of ownership documents required for release.
 - g. Acceptable forms of payment, which shall be cash and/or credit card (contractor may require cash or equivalent on §28-3511 Impound Releases)

C. Minimum Vehicle and Equipment Requirements



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1. Contractor shall have at least one tow truck falling within the following category of **Light-Duty** and one tow truck falling within the following category of **Medium-Duty or Heavy-Duty**, with **at least one of those tow trucks being a flatbed tow truck**. All Contractors' tow trucks must meet the specific requirements as indicated in:

TITLE 13 PUBLIC SAFETY- CHAP TER 3. DEPARTMENT OF PUBLIC SAFETY TOW TRUCKS (A.R.S. §28-1108 et seq.) and Arizona Administrative Code, sections R13-3-1001 thru R 13-3-1012.

Light-Duty

- Tow Truck (R13-3-1001)
- Tow Truck with Collision Recovery Capabilities (R13-3-1002)
- Flatbed Tow Truck (R13-3-1003)
- Flatbed Tow Truck with Collision Recovery Capabilities (R13-3-1004)
- Tow Truck-tractor and Semi-trailer Combination (R13-3-1005)

Medium-Duty

- Tow Truck with Collision Recovery Capabilities (R13-3-1006)
- Flatbed Tow Truck with Collision Recovery Capabilities (R13-3-1007)
- Tow Truck-tractor and Semi-trailer Combination (R13-3-1008)

Heavy-Duty (Requires Commercial Driver's License)

- Tow Truck (R13-3-1009)
- Tow Truck with Collision Recovery Capabilities (R13-3-1010)
- Flatbed Tow Truck with Collision Recovery Capabilities (R13-3-1011)
- Tow Truck-tractor and Semi-trailer Combination (R13-3-1012)

2. Proposer may list any exceptions to the vehicle and equipment requirements. The City reserves the right to waive requirements and/or accept exceptions as submitted in the proposal. The highest evaluation scores will be given to the proposer meeting the minimum equipment requirements.
3. Additionally, tow trucks shall at a minimum:
 - a. Have DPS issued permit decals properly affixed in accordance with R13-3-1101.
 - b. Display on both sides of the tow truck the company name, full name of the town or city in which the contractor has its primary location, and a ten (10) digit business telephone number. Letters shall contrast sharply in color with the background on which the letters are placed and be readily legible during daylight hours from a distance of fifty (50) feet while the tow truck is stationary in accordance with R-13-3-1101(a).
 - c. Be mechanically sound and roadworthy (with current year registration).
 - d. Be retrofitted with functioning light safety bars.
 - e. Maintain an adequate supply of road safety devices (e.g., safety flares, lights, reflective highway stands, etc.).
 - f. Be equipped with a minimum of two (2) jacks and two (2) tire sliding devices.
 - g. Be equipped with sufficient safety and ancillary equipment, e.g., chains, slings, bumpers, snatch blocks, brooms, shovels, sand buckets and/or containers for carrying trash, vehicle debris, etc., required safety clear vehicles and prepare them for towing to its nearest storage facility and to perform all "on scene" site cleanup services.
 - h. Rollback and/or tilt bed trucks shall also have a minimum of two (2) motorcycle tie down straps.
4. All vehicles shall be equipped with a communication system to provide immediate dispatch seven (7) days per week, twenty-four (24) hour per day 365 days per year, including weekends and holidays
5. Contractor shall be responsible for all vehicle repair and maintenance required to keep the tow trucks and other vehicles used in carrying out the Contract in safe and efficient operating condition. All vehicles shall be equipped, maintained and operated in accordance with the laws

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of the State of Arizona and the roles and regulations of DPS.

D. Minimum Personnel Requirements

Please review the definition of Contractor when reading the minimum requirements for personnel.

1. Contractor shall provide City the name, date of birth, and copy of a valid AZ driver's license, employment start dates with company and experience as tow truck driver for all personnel performing work under the Contract prior to execution. This information shall be updated and provided to the City on a recurring basis as changes in personnel are made. Failure by the Contractor to meet this requirement may be considered grounds for termination of this Agreement.
2. Contractor's personnel shall not be convicted of any felony offense or crime of dishonesty (theft, fraud or the equivalent). It is the responsibility of the Contractor to ensure compliance with this provision on an ongoing basis
3. Tow Truck Operators: The Contractor's tow truck operators shall maintain compliance with Arizona Administrative Code, section RB-3-501 Chauffeurs License, Skills and Knowledge where it is stated that "No tow truck owner shall operate or permit anyone to operate a tow truck until the following requirements are fulfilled." All tow truck operators shall, at a minimum, meet the following criteria.
 - a. Shall have a valid Class "A", "B", "C", "D", or "G" Arizona Driver's License. (A.R.S. § 28-3101 & § 28-31 51)
 - b. Shall be competent by reason of experience or training to safely operate the type of tow truck or tow trucks allowed by permit.
 - c. Shall possess the knowledge and ability to rig, move, pick up and transport vehicles without increasing the original damage as much as possible.
 - d. Shall not be under the influence of intoxicating liquor, any drug, and vapor releasing substance containing a toxic substance, or any combination of liquor, drugs or vapor releasing substances if the employee is impaired to the slightest degree when on duty.
 - e. Shall not operate a tow truck without displaying proof of current insurance in accordance with A.R.S. § 28-4031 et seq.
 - f. Shall be familiar with the laws and rules and regulations pertaining to tow trucks
 - g. Shall not carry a firearm or other deadly weapon on their person or within the tow truck while conducting business within the City of El Mirage.
 - h. Shall maintain compliance with Arizona Administrative Code section RB-3-1201
4. Contractor's personnel shall operate equipment in a safe and prudent manner, complying with all federal, state, county and city laws, rules, regulations and Contract terms.
5. Contractor's personnel shall refrain from using vulgar or profane language or gestures when speaking to customers whose vehicle have been towed, insurance representatives or others while performing services under the Contract.
6. Contractor's personnel shall be courteous at all times.
7. Contractor's personnel shall wear reasonably clean uniforms which identify the name of the tow company and the individual while performing services under this Contract.
8. The City reserves the right to require that Contractor remove personnel from performing services under this contract due to any violation of this section or if deemed unsatisfactory by the City.
9. Contractor's personnel shall not solicit or suggest a vehicle repair facility or mechanic to the owner or driver of a towed vehicle. Contractor is prohibited from receiving a commission, referral fee or other compensation from any body shop, insurance company, legal firm, attorney or others in exchange for referring business arising under or resulting from the services provided pursuant to the contract.

10. Contractor and Contractor's personnel shall carry business cards for distribution upon request.

E. Licensing and Compliance with Laws, Ordinances and Regulations

1. Contractor shall maintain current all applicable federal, state, county and city licenses, certifications and insurance for the operation of its business and performance of services specified under this contract.
2. Contractor's equipment and personnel shall maintain all licenses, certifications and insurance as required for the performance of services specified under this contract.
3. Contractor warrants that the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) as it may be amended or updated throughout the term of this contract.
4. Maintain current inspection and appropriate certifications from DPS for all vehicles and provide proof of such upon request.
5. Contractor shall comply with all applicable federal, state, county and city laws, rules and regulations.
6. Contractor must comply with all tax regulations for the State of Arizona set forth in Arizona Revised Statutes Title 42 Chapter 5 and the City of El Mirage Tax Code.

F. Site Cleanup

1. Contractor shall be responsible for promptly, thoroughly, and fully conducting site clean-up of all tows including but not limited to glass, metal, plastic, vehicle parts, dirt, sand, fluid, oil, absorb-all and other materials, road hazards and accident debris. See A.R.S. §28-872.
2. Clean-up shall not begin until authorized by the EMPD supervisor or primary officer at the site
3. Contractor shall not depart from the site unless and until they receive prior approval from an EMPD supervisor or primary officer at the site and all cleanups has been conducted in a manner sufficient to ensure roadway safety standards and the satisfaction of the EMPD supervisor or primary officer at the site
4. Site cleanups does not constitute an "extraordinary circumstance" as set forth herein.

G. Minimum Requirements for Storage Facilities

1. The primary storage facility shall be located in proximity of the City of El Mirage Police Station, 12401 W Cinnabar Ave. El Mirage, AZ 85335, no further than a **fifteen (15) mile radius**. The primary storage facility shall comply with the zoning and land use requirements of the jurisdiction in which it is located. The contractor shall request the City of El Mirage's approval of all storage facility locations no less than seven (7) days prior to the planned use of such location.
2. Contractor shall maintain adequate and secure storage facilities of sufficient size for the storage of vehicles and storage lots shall be reasonably screened from public view. Multiple lots may be used as long as they are in compliance with all terms in the contract and approved by the City of El Mirage
3. All storage facilities shall be locked when unattended and vehicles protected from the elements at all times in a manner sufficient to ensure that the vehicle is maintained in the same condition it was received by the Contractor.
4. All storage facilities shall have sufficient lighting to ensure safe storage and inspection of vehicles. Contractor shall be required to have at least one-half watt of electrical light for each square foot of storage

area.

5. All storage facilities shall have video surveillance cameras showing all access to vehicles. The video shall date and time stamp and be maintained on file for at least 30 days. All videos will be made available to the City upon request.
6. Contractor shall properly identify the location of the storage facility by displaying an appropriate sign with the Contractor's proper name of the business and address, which is visible from the public street.
7. All storage facilities shall be enclosed with substantial fencing, at least six (6) feet in height and which provides adequate security to protect stored vehicles and their contents from theft or vandalism.
8. Contractor shall be responsible for the safekeeping of vehicles in the storage facility, which includes securing the vehicles, closing all operable windows. In the event window(s) are broken, Contractor shall seal the window(s) with plastic material to help prevent weather damage to the vehicle's interior. The cost for this service is to be included in the Flat Fee Tow Rate Available in the Fixed Fee Schedule.
9. Contractor shall be responsible for the safekeeping of all personal property remaining in the vehicle. The Contractor's responsibility for the safekeeping of the vehicle commences upon hook up to the vehicle and terminates when the vehicle is released to the owner.
10. Contractor shall maintain secure storage facilities designed to accommodate oversize vehicles such as motor homes, horse carriers, tractor trailers and large trailers.
11. Contractor's storage facilities shall provide an area for customer parking and an inside waiting area for customers suitable for conducting business with customers.
12. Vehicles towed under this Contract shall **not** be stored at any location other than a location that has been recorded with and previously approved in writing by the City. The City at all times shall have the right to designate where vehicles shall be stored.
13. The storage facility shall be appropriately zoned and comply with all state, county and city laws.
14. The Contractor's storage facility shall have a segregated area of the facility reserved solely for the storage of vehicles designated as "HOLD" by the El Mirage Police Department. Only EMPD personnel are to be given access to the vehicles in this portion of the storage facility. No "HOLD" vehicle shall be moved from the storage facility without prior authorization in writing from an EMPD supervisor or the EMPD vehicle impound coordinator.
15. For all vehicles held by Contractor pursuant to A.R.S. §28-3511, Contractor shall not release the vehicles to any person or entity without receiving a signed authorization for release from the EMPD Vehicle Impound Coordinator, the Contractor shall be required to pay EMPD the \$150 administrative fee.
16. Contractor shall not begin the abandoned title process on a vehicle, with a hold pursuant to A.R.S. §28-3511, to take ownership of an impounded vehicle until, on, or after the 20th day in which the Contractor has retained possession. Upon obtaining ownership of any towed vehicle, Contractor shall obtain a vehicle release from EMPD.
17. City shall have the right to inspect Contractor's equipment and storage facility and pertinent records without notice during normal business hours. A thorough inspection may be made a minimum of one time per year at the discretion of the City. Inspections performed by the City are for the purpose of ensuring technical competence and compliance and adherence to contract provisions.

18. Contractor shall hold the City harmless for safekeeping of towed vehicles and for items left in the vehicle.
19. Contractor shall not charge an additional towing fee when a vehicle is moved to an alternate storage facility at the Contractor's discretion.

H. Storage Facility Availability and Access

1. Contractor shall provide the City with a single, 24-hour telephone number for towing and flat tire services. It is the expectation of the City that the Contractor will answer their phone 24 hours per day and be available to respond to calls for service. If Contractor fails to answer their phone or refuses to provide service or is unable to provide service upon request eight (8) times in total during a calendar year, Contractor will be considered in material breach of this contract and the contract shall be subject to immediate termination.
2. Contractor shall staff its vehicle storage facility during normal business hours for the purpose of vehicle release or appraisal. "Normal business hours" are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
3. Contractor shall be available 24 hours per day, 365 days per year for after-hours access to the storage facility for EMPD and/or owners to retrieve house keys and/or medications. Contractor shall have a twenty-four (24) hour telephone number prominently posted on the storage location for after-hour release of vehicles and Contractor shall provide for the after-hour release of vehicles.
4. Vehicle owners requiring after-hours access or vehicle release may be charged the gate fee (aka the equivalent after-hour's fee). After-hours access shall be granted to EMPD and Risk Management at no charge.
5. In the event that a vehicle owner arrives at the facility prior to closing and has not been served at closing, the Contractor shall serve the vehicle owner and shall not charge the gate fee.
6. Contractor shall have sufficient equipment and personnel at the storage facility to promptly complete the invoicing and payment process and release the vehicle upon the owner's or owner's agent initial appearance to claim the vehicle.

I. Response Time

1. Contractor shall provide EMPD with a single twenty-four (24) hour telephone number for towing and flat tire services. Answering machines or third-party answering service companies not having dispatch capabilities shall not be used the contract
2. Upon receiving a telephone request for towing or flat tire service, the Contractor shall dispatch adequate and sufficient equipment and personnel to the site.
3. Contractor shall ensure necessary personnel and equipment arrive at the service location within the following time limits:
 - a. Within **twenty-five (25) minutes** of receipt of request for service calls that require light and or medium duty wreckers.
 - b. Within **fifty (50) minutes** of receipt of request for service calls that require heavy duty wreckers.
 - c. At the City's sole discretion, these response times may be altered due to adverse road, traffic or weather conditions.
4. Response time shall be calculated from the time the City completes its notification to the Contractor of a request for service, to the time the Contractor begins active loading of towed vehicles.
5. Contractor shall notify the Police Department dispatcher immediately when the response time limits set forth in the Contract cannot be met. The Contractor must have the ability to communicate with drivers

via radio, mobile telephone or other like equipment so the Police Department dispatcher has the ability to communicate with the driver through the Contractor's dispatch center as the driver responds to a call.

6. The City reserves the right, in its sole discretion, to dispatch separate Contractors to the same scene when more than one vehicle is involved or in any situation in which it is determined to be warranted by the City.
7. In any instance, if the Contractor is unable to be contacted, fails to respond after acknowledging a call, fails to respond within the allotted time, or is unable to respond for provider the Contractor may face suspension or termination of this Contract at the City's discretion.

J. Record Keeping

1. Contractor is responsible for obtaining all information from the City which Contractor feels is necessary in order to properly determine the appropriate equipment that should be sent to a site to affect the requested tow.
2. Contractor shall comply with all records reporting and retention requirements set forth in the Contract terms and as required by the Arizona Department of Transportation's Motor Vehicle Division and applicable state, county and local law.
3. Contractor shall maintain a record of each vehicle towed pursuant to this Contract, which is easily separated from all other records the Contractor may keep of vehicles towed. The Record shall include, at a minimum, the following information:
 - a. Location of vehicle when hooked up.
 - b. Location name and address where the vehicle was taken.
 - c. Name of officer/employee authorizing the tow and their signature on the tow sheet.
 - d. Name of contractor personnel providing service and their signature on the tow sheet.
 - e. Date and time of tow.
 - f. Make, model, color and year of vehicle.
 - g. License plate number and State of issue.
 - h. Vehicle Identification Number (**VIN**).
 - i. Odometer reading, beginning and ending tow truck mileage from pick up to destination.
 - j. Release or other disposition information including:
 - Date and time of release.
 - Name, address, and telephone number of person to whom is released.
 - Proof of ownership provided.
 - Evidence of authority to act as owner's agent, if applicable.
 - Name of employee releasing the vehicle.
 - k. Department report number.
 - l. Fees charges.
 - m. Itemized tow and storage billing statement.
 - n. Identify any tow requests with improper dispatch notification from the City.
 - o. Date of filing ten (10) day report, if applicable, in accordance with current Arizona Statutes.
4. All records shall comply with generally accepted accounting principles and shall be available to the City for inspection upon request, at no cost to the City.

K. Financial Terms/Consideration/Billing

1. The prices for services established in the Contract shall apply to any tow performed at the request of the City, regardless of the ownership of the vehicle.
2. Contractor shall charge vehicle owners for services in accordance with the pricing contained in the Contract.
3. For citizen's convience, the Contractor shall accept as a method of payment cash, credit cards, or the equivalent (may require cash or equivalent on A.R.S. §28-3511 Impound Releases).

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4. If the service request from the City included towing to a business or facility that also has a Contract with the Contractor, the prices for services established under this Contract shall supply.
5. The vehicle owner receiving services shall pay services provided by the Contractor under the Contract directly to the Contractor. The City shall not be responsible for payment of any services provided under the contract for non-city owned vehicle, or for nonpayment of invoices tendered to individual owners, persons or entities for any services provided under this Contract.
6. Storage fees shall be applied only if the vehicle is towed to the Contractor's facility. Fees for storage shall apply as of the day of the tow to the Contractor's facility.
7. Contractor shall not charge vehicle owners for access to their vehicles for the purpose of collecting personal property from the vehicle during business hours.
8. Contractor shall charge the City a flat rate of \$25 for towing services provided for City vehicles which weigh 10,000 GVW or less when the vehicle is towed within the City boundaries or no more than fifteen (15) miles outside the City boundaries. Contractor may change city vehicle flat tires, in lieu of towing the vehicle, when there is a spare readily available, and this shall be charged to the City at a flat rate of \$25.
9. Contractor shall charge the City for towing services provided for City vehicle which weigh more than 10,000 GVW only as set forth in this Contract.
10. When Contractor dispatches inappropriate equipment to a site, Contractor shall not charge for the time from the initial dispatch until the proper equipment is dispatched to the site. This shall not apply if Contractor initially received incorrect information from the City regarding the vehicle size and vehicle location. In such cases, the charging may begin when the proper equipment has been dispatched to the site. In situations where the improper equipment has been initially dispatched due to improper information provided by the City, this provision shall not apply. All improper dispatch notifications should be identified in the monthly invoice required in (page 24, section J, subsection 4).
11. In the event Contractor responds to a call that is cancelled before work or service at the site is performed, there will be no charge to the vehicle owner, EMPD or the City.
12. There shall be no additional charge for road services or towing performed on holidays, weekends, nights or early morning hours.
13. Contractor shall charge per hookup per vehicle and storage fees per vehicle. The Contractor shall not charge for multiple mileage items on the same tow call. Contractor shall only bill/receive payments once per service call. Double billing (i.e., billing more than one party for the same services) by Contractors is prohibited.
14. Items contained within a vehicle at the time of the accident, which are to be towed for safekeeping, shall be considered personal property and released at no charge accordingly to the Contract terms.

L. Fee Schedule

Fees listed in the Fee Schedule are the ONLY fees to ever be charged for services provided pursuant to the Contract. No other charges are to be assessed to private citizens or the City. If equipment not listed in the Price Sheet is required, the on-site EMPD supervisor or designee must approve its use prior to deployment of the equipment. Such equipment use must be indicated on the City Tow Report and the Citizen's invoice. Any violation of this section is a material breach of this Contract and grounds for immediate cancellation in its entirety. The City reserves the right to audit all invoices for all tows under this Contract and may contact parties that have had their vehicle towed to survey how they were treated and to verify how much they were

charged for the services. Fee Schedule shall remain in effect from the time Contractor is dispatched until vehicle is released to owner or owner's authorized agent.

M. Rates for Towing Services and Billing

1. All charges for towing services shall be based on the included Fee Schedule, with the exception of towing for City owned vehicles which weigh 10,000 GVW or less when the vehicle is towed within or no more than fifteen (15) miles outside City boundaries which shall be charged at the flat rate of \$25. Towing services include, but are not limited to the following:
 - a. Travel time to and from scene/service site (anywhere in the State of Arizona).
 - b. Hook-up.
 - c. Dollies.
 - d. Winching.
 - e. Stand-by time.
 - f. Change tire(s).
 - g. Drop drive line.
 - h. Flatbed use.
 - i. Towing to a location at vehicle owner's request.
 - j. Site-clean-up.
 - k. Other services not mentioned.
2. No charges shall be imposed for time expended in preparation of any report required by any provision of Title 28, Arizona Revised Statutes. The hourly rate may be charged beginning at the time of dispatch and ending at the time the vehicle is off hook at the storage lot.
3. Contractors shall bill only the maximum allowable rates or less as specified on the contract Price Sheet.

N. Storage Charges

1. Storage charges may only be imposed for each 24-hour period or portion thereof for which the towed vehicle remains in the Contractor's storage facility. The 24-hour period begins for each vehicle at the time the vehicle is off hook at the storage facility. There shall be no additional charge or fee imposed for the services provided (or the relocation of the vehicle by the Contractor) while the vehicle is in storage at the facility.
2. The storage charge shall include the:
 - a. 24-hour storage periods, and
 - b. Customer, customer's agent, or insurance company access to the vehicle
3. With respect to each vehicle towed under this Contract, this Contract shall remain in effect until the insurance company, customer or customer's agent takes possession of the vehicle or the Contractor is instructed by customer or customer's agent to tow the vehicle to another location or until the Contractor takes title by reason of abandonment.

O. EMPD ("HOLD") Vehicles

1. The City reserves the right to impound any vehicle in accordance with A.R.S. §28-3511. This process will be initiated by EMPD staff requesting that a "Hold" be placed on a designated vehicle.
2. Contractor shall not release any "Hold" vehicle (whether § 28-3511 or evidentiary) without first receiving prior authorization in writing from an EMPD Supervisor, Investigator, Impounding Officer or Vehicle Impound Coordinator.
3. During this "HOLD" time, no one shall enter or disturb the vehicle being held unless authorized by an EMPD Supervisor or Vehicle Impound Coordinator. In the case of evidentiary "Hold", authorization must be received by EMPD Investigator or impounding Officer.

4. The City reserves the right to remove "HOLD" vehicles from the Contractor's storage facility at any time.
5. Storage rates for EMPD Hold vehicles shall be indicated on the attached Fee Schedule.
6. A \$25 charge for City Vehicles brought back to City Lot. This will include Evidentiary "Hold" vehicles brought back to Police Impound Lot, which shall also be charged at a \$25 rate when requested by EMPD. Evidentiary vehicles will normally be retained at EMPD Impound Lot awaiting adjudication and/or auction. If requested to be returned to Tow Lot, charges according to Fee Schedule will be passed onto owner of the vehicle.

P. Storage of Vehicles

1. Vehicles shall not be removed from the storage yard to which the vehicle is first towed for a period of forty (40) calendar days unless the vehicle is identified as a "HOLD" vehicle or claimed by the owner or owner's authorized agent directs that the vehicle be removed to another location.
2. If after a period of forty (40) calendar days, instructions have not been received from an owner or authorized agent, the Contractor may move the vehicle to an alternate storage facility. This provision does not apply to City vehicles.
3. No vehicle designated as a "HOLD" vehicle shall be moved from the Contractor's storage facility without prior written authorization of an EMPD supervisor or Vehicle Impound Coordinator.

Q. Towing Abandoned Vehicles

Abandoned vehicles shall be towed immediately if the vehicle presents a traffic hazard. If the vehicle is not a hazard, it will be tagged by EMPD and the owner of the vehicle will be allowed 48 hours from the time of tagging to remove the vehicle. After 48 hours, the vehicle will be considered to be abandoned and subject to removal by the Contractor. The City does not guarantee a minimum number of abandoned vehicle tows during the term of The Contract.

R. Maximum Allowable Rate Schedule

All services performed under this Contract shall be invoiced and paid in accordance with the Fee Schedule included herein. No other charges shall be assessed or paid. Prices shall include all work necessary to effectively meet the requirements of the Scope of Work. The prices shall include all costs for performing services, including, but not limited to, labor, materials, overhead, insurance and all other expenses. Per tow fees shall include all services necessary to actually tow the vehicle. Such services include, but are not limited to, actual towing, necessary use of dollies, winching, vehicle and stabilization.

S. Complaints against Contractor -Administration/Dispute Resolution

All complaints made against the Contractor, regardless of source, shall be investigated by the Chief of Police or designee. Complaints shall be reduced to writing, a copy of which will be provided to the Contractor within thirty (30) calendar days of notification.

1. Complaint categories include, but are not limited to, the following
 - a. Unqualified drivers
 - Improper license classifications
 - Expired licenses
 - Revoked or suspended licenses
 - Gross license violations (while operating tow truck)
 - b. Negligent administration/Unethical business practices
 - Charging for unnecessary/unused services

- Overcharging - charges exceed maximum allowable rates
 - Incorrect times on bills
 - Incorrect mileage on bills
 - Mathematical miscalculations on bills
 - Failure to maintain required records
 - c. Negligent operation
 - Improper/unsafe use of equipment
 - Incompetent operator
 - Failure to prevent further damage to towed vehicle
 - Driver/s impaired by drugs or alcohol.
 - Traffic violations by operator.
 - d. Unprofessional conduct of owner/operator
 - Discourteous treatment of an officer, dispatcher, or driver/owner of vehicle
 - Intimidating treatment of an officer, dispatcher, or driver/owner of vehicle
 - Physical abuse of an officer, dispatcher, or driver/owner of vehicle
 - e. Contract violations
 - Failure and/or refusal to accept or respond to calls for service
 - Failure to respond within required time limits
 - Failure to respond to complaints or cooperate with complaint investigations.
 - f. Unauthorized removal of items from a towed or stored vehicle.
2. All complaints brought to the attention of the Contractor by the City or a motorist shall be responded to in writing and forwarded to the City within thirty (30) calendar days of notification.
 3. Upon completion of the investigation, the Chief of Police or designee shall classify each complaint as follows:
 - a. Unfounded-Allegation is false or non-factual.
 - b. Exonerated -Incident did occur but was lawful or proper.
 - c. Not sustained -Insufficient evidence either to prove or disprove the allegations).
 - d. Sustained -The allegation is supported by sufficient evidence.
 - e. Partially Sustained - Generally used where there are two or more allegations made, and only some or a portion of the allegations are supported by sufficient evidence.
 4. The Chief of Police or designee shall provide a written determination of all complaints. Complaints deemed Sustained or Partially Sustained will result in corrective action inclusive of, but not limited to, suspension of contract, suspension of operator from performing services under the Contract, or termination of the Contract.
 5. Upon completion of the investigation, the Chief of Police or designee will maintain a copy of all complaints, findings, and actions taken, if any. Files may include separate indexes for individual tow truck operators.

T. Offer Acceptance

This Contract has been provided for your consideration with the understanding your company meets the general requirements enumerated in the foregoing sections and will agree to abide by the conditions specified the Scope of Work and Contract terms. If so, you must complete the **Contract Offer on page 2** of this document and include documentation providing the information this Request for Proposal requires. This Offer must be in the actual possession of the City of El Mirage Procurement Department on or before 1:30 PM on Monday, September 27, 2021, Arizona Time.

U. Multiple Awards

The City shall award one (1) contract and two (2) alternates. The actual utilization of any contract will be

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at the sole discretion of the City. The Offeror shall understand, accept, and agree to the premise that the City shall award one (1) contract and two (2) alternate contracts. Alternates will be utilized when the primary contract award is unavailable to perform services.

V. Offer Format

Proposal shall be submitted in pdf format, via email to vojeda@cityofelmirageaz.gov. Please identify the project name in the subject line of the email. Include a (1) one page cover letter prepared on the company's letterhead, with the name and contact information of the firm's lead person and signed by an individual authorized to sign on behalf of the company. Proposals shall be on 8" x 11" plain paper with text on one side only. All submittal information must contain data for only the local office's which will be performing the work.

Offerors must submit an Informational Handout (see page 18, section B, subsection 1) in draft for approval by the City.

W. Offer Criteria

Criteria are listed in the relative order of importance.

1. Proximity & Method of Approach.
2. Qualifications and Experience.
3. References from Similar Projects.
4. Conformance to the Request for Proposal and Overall evaluation of the firm/team and its perceived ability to provide the required services.

X. Vehicle Towing Services Evaluation Criteria

Submittals will be evaluated by the City. Award(s) shall be made to the responsive, responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the City. One (1) contract will be awarded with two (2) alternates.

SECTION IV – Evaluation Criteria

Evaluation of the proposal will be based upon the following criteria which are listed in order of importance:

A. Proximity & Method of Approach (35 points)

1. Storage Facility or Facilities - Proposer's storage facility shall be located in proximity of the City of El Mirage Police Station, 12401 W. Cinnabar Ave. El Mirage, AZ 85335, no further than a **fifteen (15) mile radius**. Preference will be given to proposers in the closest proximity. The compound shall be open and staffed for vehicle receipt or release seven (7) days per week and twenty-four (24) hours per day for immediate response to call for service from the EMPD or its representatives. In addition, the Proposer agrees to make available adequate personnel to staff the facility from 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of releasing vehicles to the owners. All storage facilities shall have video surveillance cameras showing all access to vehicles. The video shall date and time stamp; and be maintained on file for at least thirty (30) days. All videos shall be made available to the City upon request.
2. Towing Equipment - The Proposer shall have the ability to meet the minimum equipment requirements of light-duty, medium-duty, and heavy-duty tow trucks and meet the specific requirements. Exceptions may be given; preference will be given to proposers that meet requirements. The highest evaluation scores will be given to the proposer meeting the minimum equipment requirements.
3. Response Time - The Proposer is to respond (arrive at the scene) Within **twenty-five (25) minutes** of receipt of request for service calls that require light and/or medium duty wreckers and within **fifty (50) minutes** of receipt of request for service calls that require heavy duty wreckers any time of the day or night with

appropriate equipment at the request of the EMPD, or in the case of City vehicles, by an authorized City employee. The Proposer assumes all liability in meeting the twenty **(25) minutes** and fifty **(50) minute** response time including, but not limited to, any and all damages resulting from traffic accidents and motor vehicle infraction fines.

4. Ethics and Conduct - The Proposer shall conduct operations in the City of El Mirage in an orderly, ethical and businesslike manner. This contract is very sensitive in nature to the citizens of El Mirage and requires the Proposer and personnel will deal with the public on a daily basis. The proposer must extend common courtesies such as expediting the release of vehicles in accordance with the terms of the contract.

B. Qualifications & Experience (30 points)

1. Expertise of Offeror - The ability of the submitting firm to designate qualified and experienced personnel to support the program. The qualifications, experience, past performance and reliability of key personnel shall be reviewed along and certification status. Describe any legal, financial or license issues that have occurred within the last five years.
2. Experience of Offeror - The overall experience of firm in being able to demonstrate a level of competence in performing similar services to clients comparable to the City. Success of firm in performing services in related environments shall be preferred. References from other similar contracts will be considered.
3. Key Personnel - Offeror shall provide detailed information on the key personnel who will be selected to manage, oversee, and actually present the specified program. This will include resumes of key individuals, experience and background of individuals, authority level of personnel to make decisions on behalf of firm, certification background, and experience presenting the offered program. Staffing plan to ensure timely delivery of services should be submitted.

C. Reference from Similar Projects (20 points)

1. References - Please attach three to five reference letters from organizations with which you have done business.
2. Prior Performance - Including but not limited to verified complaints, response times, "no shows", tow request rundowns, and awards and recognition will be taken into account when issuing awards to prospective Offerors. All such determinations shall be final and therefore not subject to challenge or claim by Offeror.
3. Work Plan and Schedule - Offeror shall provide information regarding back-up policies should issues arise during transition or after award.

D. Conformance to the Request for Proposal and Overall evaluation of the firm/team and its perceived ability to provide the required services (15 points)

1. This is to be determined by the selection panel members.
2. Complete all City forms/Questionnaires.
3. Any exception to any part of the RFP must be clearly noted and identified.

SECTION V – Proposal Narrative

REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The required narrative and other information required with your acceptance offer should be submitted in the same shall be submitted in the same order as requested and must contain, at a minimum the following:

Method of Approach

Describe, in detail, the firm's method of approach to the Scope of Work. Address the manner in which the Contractor proposes to meet the specific requirements of the Scope of Work including, but not limited to, response time, business office and hours, 24-hour availability, video surveillance, and reporting requirements.

1. List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
2. Describe the firm's proposed policies pertaining to the release of vehicles. Include proof of ownership documentation is required.
3. Describe any situation in which the firm's release procedure would vary from its standard and what that varying procedure would be.
4. Describe the firm's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:
 - a. Allowing the owner to cover the vehicle or take other protective measures.
 - b. Allowing the owner to make repairs to the vehicle.
 - c. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
 - d. Allowing the individual or business authorized by the owner to perform any of the activities listed above.
 - e. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.
5. For vehicles in its care, state the firm's policies and procedures for:
 - f. Determining whether or not a vehicle was damaged.
 - g. Determining whether or not a vehicle was stolen.
 - e. Determining whether or not a vehicle was stolen from.
 - d. Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.
6. State the firm's policies and procedures for:
 - a. Determining whether or not private property was damaged in the course of the firm's duties.
 - b. Making restitution to the owner or restoring the property if so determined.
7. State the firm's policies and procedures for informing a vehicle owner:
 - a. A vehicle is in the firm's possession
 - b. The location of the vehicle
 - c. The condition of the vehicle
8. State the firm's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.
9. State the methods of payment the firm will accept. Describe policies and procedures for payment.
10. Provide a draft sample of the informational handout proposed to be provided per Section III (B) of the Scope of

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Work.

11. Describe in detail manner in which the firm intends to meet the reporting requirements of the Scope of Work. Include a detailed description of the firm's record keeping tools and methods. Describe any additional information the firm is capable of recording that may be of use to EMPD.
12. Propose any informational or reporting enhancements the firm is capable of providing. Example: secure web-based access to the firm's inventory and dates of vehicle towed and stored under this contract by EMPD.

Qualifications, Experience, Equipment and Facilities

1. Provide a history of the firm.
2. Provide a list of current and previous contracts considered similar to the Scope of Work. Include all public agencies served. For each, provide a brief description of the Scope of Work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.
3. Submit a description of the firm's qualifications, experience and abilities that make it uniquely capable to provide services under this contract.
4. Provide copies of the firm's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State the manner in which these standards will be evaluated and maintained. The materials may include, but are not limited to:
 - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as a Better Business Bureau.
 - b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
 - c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.
 - d. Letters of commendation from customers and contracting agencies.
 - e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
 - f. A list of references that will attest to the firm's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.
5. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. (in the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.
6. Describe the radio equipment proposed to be used in the dispatching of tow-vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.
7. Provide a detailed description of the firm's video surveillance located at the storage facility. Include cameras angles and the specification of the recording equipment.
8. Provide a detailed description of the firm's facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm's plan to acquire the necessary facility.
9. Provide a detailed description of facility security

REQUEST FOR PROPOSALS

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Finance Department

10000 N. El Mirage Rd.
El Mirage, AZ 85335

Phone: (623) 876-2953

Fax: (623) 972-8110

General

1. The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the cost associated with the interview process.
2. The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
3. Experience with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

[END OF SCOPE OF WORK]

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REFERENCES

Finance Department


10000 N. El Mirage Rd.
El Mirage, AZ 85335

Phone: (623) 876-2953
Fax: (623) 972-8110

QUESTIONNAIRE

Please list a minimum of three (3) references that the City of El Mirage may contact. Proposer shall include the name, address and telephone number of three clients for who services have been performed. References should be current, Arizona based, and should be relevant to the personnel described and services submitted in the Proposals. Please provide a one-line description of services provided with each reference.

| | | |
|--------------------------|---------------------------|-------------------|
| Company Name: | | Date of Contract: |
| Address: | | |
| Contact: | May we Contact: YES/NO | |
| Phone Number | | |
| Description of Services: | | |
| Company Name: | | Date of Contract: |
| Address: | | |
| Contact: | May we Contact: YES/NO | |
| Phone Number | | |
| Description of Services: | | |
| Company Name: | | Date of Contract: |
| Address: | | |
| Contact: | May we Contact: YES/NO | |
| Phone Number | | |
| Description of Services: | | |

| | | |
|---|---------------------------------------|--|
|  | ALTERNATE AWARD ACCEPTANCE | Finance Department 10000 N. El Mirage Rd. El Mirage, AZ 85335 Phone: (623) 876-2953 Fax: (623) 972-8110 |
| | QUESTIONNAIRE | |

If not selected as one of the primary awards are you willing to accept the alternate award (Scope of Work, Section III, Sub-Section U) under the same terms and conditions of this contract? Please check the box above and sign below.

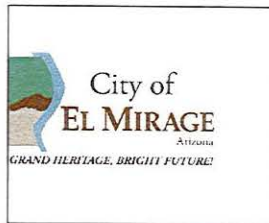
Note: Failure to check this box, sign below, and/or submit this form with proposal required documents will eliminate your firm from alternate consideration.

ATTEST: _____

DATE: _____

Authorized Officer

NAME OF FIRM



FIXED FEE SCHEDULE

Finance Department
 10000 N. El Mirage Rd.
 El Mirage, AZ 85335
 Phone: (623) 876-2953
 Fax: (623) 972-8110

| SERVICE TYPE | LIGHT DUTY VEHICLE | MEDIUM DUTY VEHICLE | HEAVY DUTY VEHICLE |
|---|------------------------------|------------------------------|------------------------------|
| MAXIMUM ALLOWABLE HOURLY SERVICE CALL RATES <ul style="list-style-type: none"> Rates prorated every 15 minutes after first completed hour. Rates start when tow truck is dispatched/en-route to specified scene & ends at point of vehicle delivery/unload at Contractor's nearest storage facility, or at the destination specified by the vehicle owner. | \$ 73.00 Per hour | \$ 106.00 Per hour | \$ 262.00 Per hour |
| MAXIMUM ALLOWABLE LOADED MILEAGE RATE Charge starts at scene (loaded vehicle) & ends at point of vehicle delivery/unload at nearest contractor storage facility or at the destination specified by the vehicle | \$ 4.00 Per mile | \$ 5.00 Per mile | \$ 7.00 Per mile |
| MAXIMUM ALLOWABLE VEHICLE STORAGE FLAT RATES No charge shall be incurred for storage during the calendar day in which the vehicle is picked up. A calendar day is defined as midnight to midnight. | \$ 30.00 Per calendar day | \$ 37.00 Per calendar day | \$ 53.00 Per calendar day |
| MAXIMUM ALLOWABLE VEHICLE STORAGE FLAT RATES FOR 30 DAY IMPOUND: pursuant to A.R.S. §28-3512(8), fee applies regardless of the number of days the vehicle is held in storage, which includes those days exceeding 20 days. | \$25.00 Per calendar day | \$25.00 Per calendar day | \$25.00 Per calendar day |
| MAXIMUM ALLOWABLE GATE FEE AFTER NORMAL HOURS Not City Request - Unless access is required pursuant to A.R.S. §28-3512 subsection B which requires access at no charge to the vehicle for installation of a certified ignition interlock device. | \$ 50.00 Flat Rate | \$50.00 Flat Rate | \$ 50.00 Flat Rate |
| MAXIMUM ALLOWABLE GATE FEE AFTER NORMAL HOURS City Request | No Charge | No Charge | No Charge |



FIXED FEE SCHEDULE

Finance Department

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El Mirage, AZ 85335

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| SERVICE TYPE | LIGHT DUTY VEHICLE | MEDIUM DUTY VEHICLE | HEAVYDUTY VEHICLE |
|---|-----------------------|------------------------|------------------------|
| MAXIMUM ALLOWABLE GATE FEE DURING NORMAL BUSINESS HOURS | | | |
| Non-City and City No gate fee shall be charged during normal business hours or for access for installation of ignition interlock devices pursuant to A.R.S. §28-3512 | No Charge | No Charge | No Charge |
| MAXIMUM ALLOWABLE OFF-ROAD RECOVERY FLAT RATE | | | |
| (Requires approval of EMPD Supervisor) May be charged in addition to the hourly rate (May not be charged with the extraordinary circumstances recovery rate.) | \$ 67.00 Flat Rate | \$ 132.00 Flat Rate | \$ 199.00 Flat Rate |
| MAXIMUM ALLOWABLE EXTRAORDINARY CIRCUMSTANCES RECOVERY RATE | | | |
| (Requires approval of EMPD Supervisor) May be charged in addition to the hourly rate. (May not be charged with the off-road recovery rate.) | \$ 125.00 Per Hour | \$ 130.00 Per Hour | \$ 130.00 Per Hour |
| MAXIMUM ALLOWABLE FLAT RATE-ROADSIDE ASSISTANCE | | | |
| (Optional service – Towing contractors may participate at their discretion) Providing motorist/driver assistance other than towing services - Hourly rates and mileage do not apply to this service | \$ 73.00 Flat Rate | \$ 106.00 Flat Rate | \$ 262.00 Flat Rate |